

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The “**Logistics Services Provider**” (hereinafter “LSP”) is Cube Cold Europe Spain BidCo S.L. or any of its Spanish subsidiary, affiliated or linked companies with which the Client enters into contract.
- 1.2 The “**Client**” is the natural or legal person who contracts with the LSP the provision of the Services.
- 1.3 “**Third Parties**” are any natural or legal person, including public bodies, other than the LSP and the Client and include both those who have a legal relationship of any kind with the LSP (employees, subcontractors, agents, dependents, etc.) and those who have no link whatsoever with it.
- LSP shall be allowed to subcontract the “Services” or any part thereof to “Third Parties”. LSP shall remain responsible for any act or omission of the subcontractor toward the Client.
- 1.4 The “**Services**” are the business activities provided by the LSP, either by itself or through Third Parties, and contracted by the Client. The activities offered by the LSP and which the Client may contract, either all or some of them, are the following:
- Transport of Goods by Road (national or international)
 - Storage of Goods
 - Value-added services for Goods
 - Other business activities
- 1.5 The “**Goods**” are the assets, whether their own or those of another natural or legal person, for which the Client contracts the Services of the LSP.
- 1.6 “**Road Transport**” consists of the movement of the Goods on board a means of land transport other than rail between the points of origin and destination indicated by the Client and includes the instrumental, or accessory, periods of necessary Storage of the Goods.
- 1.7 The “**Storage**” of the Goods consists of their deposit in the facilities designated by the LSP.
- 1.8 “**Value Added Services**” consist of any business activity carried out for the Goods other than those set out in points 1.6 and 1.7, including but not limited to: cooling, heating, freezing, defrosting, cutting, segregation, weighing, handling, packaging, packing, unpacking, labelling, marking, inventory.
- 1.9 “**Other Business Activities**” consist of any business activity carried out other than those set out in points 1.6, 1.7 and 1.8.
- 1.10 The “**LCTTM**” is Law No. 15/2009 of November 11 on the Land Transport Contract of Goods.

- 1.11 The “**CMR Convention**” is the Convention on the Contract for the International Carriage of Goods by Road, signed in Geneva on May 19, 1956.
- 1.12 The “**IPREM**” is the Public Indicator of Multiple Effects Income established by the Government of Spain.
- 1.13 “**SDRs**” are the Special Drawing Rights of the International Monetary Fund.

2. SCOPE OF APPLICATION

- 2.1 These General Conditions shall apply to all Services contracted by the Client with the LSP. Specific agreements between the Client and the LSP shall take precedence over these General Conditions, although the latter shall apply to matters not provided for in said specific agreements.
- 2.2 These General Conditions are known and fully accepted by the Client at the time of contracting the Services with the LSP.
- 2.3 The Client accepts that these General Conditions apply to all requests for the provision of Services regardless of the form or means in which said requests are made (verbally, in writing, via email, fax or any other means).

3. CLIENT’S RIGHT OF DISPOSITION OF THE GOODS

- 3.1 The Client guarantees to the LSP that it has full right of disposal over the Goods that are the object of the Services, either as their owner or otherwise legally entitled, for any reason or title.
- 3.2 The delivery of the Goods to the LSP for the provision of the Services may be carried out by the Client or by any natural or legal person designated by the Client.

4. AUTHORIZATIONS, LICENCES AND PERMITS FOR THE GOODS

- 4.1. The Client guarantees to the LSP that the Goods have all the necessary permits, licenses and authorizations for the LSP to provide the Services.

5. CLIENT'S DUTY OF INFORMATION AND COOPERATION

- 5.1 The Client shall provide the LSP with all necessary information and documentation regarding the Goods sufficiently in advance of the commencement of the provision of the Services.
- 5.2 The LSP may reject any request for Services made by the Client if the Client has not provided the necessary information and documentation or, if at the LSP’s sole discretion, the Client has done so in a defective, incomplete or insufficiently

anticipated manner. The Client may not claim any damage or loss from the LSP for any decision taken by the LSP.

- 5.3 During the performance of the Services, the Client will provide the LSP with all information, documentation and assistance, of any kind, required to provide the proper Services.
- 5.4 The LSP can terminate the provision of the Services as a result of the Client's failure to comply with its obligation under point 5.3. without being liable for any damages or costs and with the ability to claim damages and costs resulting from the breach.

6. DESCRIPTION OF GOODS, PACKAGING, LABELLING AND INSTRUCTIONS.

- 6.1 The Client guarantees to the LSP the accuracy of the declaration of the Goods with regard to their nature, characteristics, legality, description, marks, numbers, labelling, symbols, quantity, weight and volume.
- 6.2 The Client will inform the LSP of the dangerous nature of the Goods, indicating the specific precautions that must be taken for the provision of the Services and will provide the safety data sheet for the Goods, as well as any other document required by the applicable regulations for the provision of the Services.
- 6.3 The Client guarantees to the LSP that the packaging, packing, marking and labelling of the Goods is suitable for the contracted Services.
- 6.4 The Client guarantees to the LSP that the Goods comply with the current food and technical-health regulations including but not limited with regard to their capture, production, conservation, condition, packaging, labelling, consumer information, expiry date, etc.
- 6.5 The Client will provide the LSP with specific instructions related to the Goods for the provision of the Services, especially those related to their conservation (humidity, temperature, etc.), with the need to apply any type of action or process (heating, cooling, freezing, defrosting, packaging, cutting, etc.) and with their handling, loading, unloading, stowage, unstowing and lashing.
- 6.6 The LSP can terminate the provision of the Services as a result of the Client's failure to comply with its obligations set out in points 6.1 to 6.5 without being liable for any damages or costs and with the ability to claim damages and costs resulting from the breach.
- 6.7 The LSP is not obliged to accept Goods which, at first sight, do not match the information, documentation, labelling, instructions, condition or status described by the Client. The Client may not claim any damages or losses from the LSP for said decision.

7. TRANSPORT OF GOODS BY ROAD

- 7.1 The Transport of Goods by Road will be governed by the following regulations, or by any others that replace them:
- National transport: LCTTM.
 - International transport: CMR Convention.
- 7.2 The Client warrants that the Goods will be ready on the date and time agreed for collection.
- 7.3 In both national and international transport, the vehicle stoppage regime established in art. 22 and the Seventh Additional Provision of the LCTTM will apply.
- 7.4 The obligations related to the loading, unloading, stowage and unstowing operations of the Goods, both for national and international transport, shall be governed by the provisions of art. 20 of the LCTTM.
- 7.5 Unless the Client and the LSP agree otherwise in writing, the lashing of the Goods will be part of the stowage operation.
- 7.6 The LSP will benefit from the limitation of liability established by the LCTTM, in national transport, and by the CMR Convention, in international transport, if damage to the Goods occurs during the loading, unloading, stowage and unstowing operations undertaken by the LSP. In this regard, the movement of the Goods within the facilities, where the LSP provides the Storage or Value-Added Services, in order to be deposited in the vehicle, or corresponding means, for their Transport by Road, will be considered part of the loading operation. The same will occur with the unloading until the Goods are placed in a place in the LSP facilities after having been removed from the vehicle or means of transport.

8. STORAGE OF GOODS

- 8.1 The Storage of the Goods will be considered a commercial warehouse agreement and the corresponding regulations will apply.
- 8.2 The LSP's responsibility for Storage shall commence at the time the Goods are delivered by the Client, or by the natural person or legal entity designated by the Client, to the premises designated by the LSP and shall end at the time of their delivery at the said premises to the Client, or to the natural person or legal entity designated by the Client.
- 8.3 In the event that it is not the Client, but a person authorized by the Client, who collects the Goods from the LSP's premises, the Client must inform the LSP in writing of this circumstance sufficiently in advance of delivery.
- 8.4 Orders for delivery of the Goods must be placed in advance by the Client to the LSP as agreed between them at the time of hiring the Services. Any amendment of the agreed hours for placing the orders for delivery must be expressly agreed in writing by the LSP.

- 8.5 Orders for collection of the Goods must be placed in advance by the Client to the LSP as agreed between them at the time of hiring the Services. Any amendment of the agreed hours for placing the orders for collection must be expressly agreed in writing by the LSP .
- 8.6 The Client authorizes the LSP to store all or part of the Goods in facilities other than those initially agreed upon, provided that it complies with the agreement with the Client. The LSP will inform the Client in writing of this decision.
- 8.7 Regardless of any possible damages caused, the LSP may pass on to the Client the costs arising from the delay in the delivery and collection of the Goods.
- 8.8 Regardless of any possible damages or losses caused, the LSP may pass on to the Client the costs arising from the abandonment of the Goods. The Goods are considered abandoned when, once the period for which the Storage Service was contracted has ended, the Client does not remove the Goods from the LSP facilities after having been required to do so.
- 8.9 The LSP may take all appropriate legal action regarding abandoned Goods.
- 8.10 The Client authorizes the LSP to provide any information and documentation on the Goods at the request of any Authority (health, customs, police, judicial, etc.). The Client also authorizes the Goods to be inspected by the Authorities at the LSP's facilities.
- 8.11 The Client may check the condition of the Goods during Storage, upon prior written request by the Client and approval by the LSP. The LSP will inform the Client of the date of the inspection, which will be carried out within the operating hours of the facilities, without any hindrances to the business and always accompanied by personnel of the LSP.
- 8.12 The costs arising from the inspections mentioned in points 8.10 and 8.11 will be paid to the LSP by the Client.
- 8.13 Everything set out in points 8.1 to 8.12 will also apply when, in addition to Storage, the Client contracts with the LSP other Services for the Goods.

9. VALUE ADDED SERVICES

- 9.1 All that is set out in clause 8 relating to Storage shall also apply "*mutandis mutandi*" to the storage of the Goods in the PLS facilities for the provision of Value Added Services.
- 9.2 If the Storage has not been contracted, the Client will remove the Goods from the LSP facilities once the Value Added Service has been completed. Regardless of any possible damages or losses caused, the LSP may pass on to the Client, in addition to the corresponding price for Storage, the costs arising from the delay in collecting the Goods, as well as those arising from their abandonment.

10. RIGHT TO RETAIN GOODS

- 10.1 The Client agrees that the LSP may retain the Goods until full payment of the price and costs of the Services.
- 10.2 The LSP may enforce its right of retention by any means it deems appropriate under the laws.
- 10.3 The Client allows the LSP to sell its abandoned Goods for the payment of the price and costs of the Services. If the amount obtained after the sale of the Goods does not cover the full debt, the Client will still owe the remaining part.

11. CLIENT OBLIGATIONS

- 11.1 The Client shall be liable for all damages caused to the LSP and/or Third Parties due to failure to timely deliver the Goods for the provision of the contracted Services.
- 11.2 The Client shall be liable for all damages caused to the LSP and/or Third Parties as a result of non-compliance with points 3.1, 3.2, 4.1, 5.1, 5.3, 6.1 to 6.5 and 17.5.
- 11.3 The Client shall be liable for all damages caused to the LSP and/or Third Parties for the non-acceptance of the of Goods stated at point 6.7.
- 11.4 In addition to the provisions set out in points 11.1 and 11.3, the Client shall be liable for all damages caused for any other reason to the LSP and/or Third Parties related to its Goods.
- 11.5 The Client shall fully indemnify LSP and hold harmless in the event that the latter is liable, for any reason, to a Third Party for damages caused by the Goods.

12. LIMITATION OF LSP'S LIABILITY FOR THE SERVICES

- 12.1 The liability of LSP to the Client, or to any Third Party, for loss, damage or delay during the Road Transport of the Goods shall in no event exceed the limitations of liability established for the carrier in the LCTTM, for national transport, and in the CMR Convention, for international transport, or by regulations that replace them. These limitations are as follows:

Regulations	Losses and damages	Delay
LCTTM	One third of the IPREM per day per kilogram of gross weight	Freight price
CMR Convention	8.33 SDR per kilogram of gross weight	Freight price

- 12.2 The liability of the LSP to the Client, or to any Third Party, for the Storage, the Value Added Services and Other Business Activities will be limited to €5,000 per incident, or per series of incidents that have the same cause, with a maximum limit of up to €25,000 per Client, or Third Party, per year.

12.3 Regardless of the type of Service in which they occur, the LSP will not be liable to the Client, or to any Third Party, for the following types of damages:

- a) Consequential or indirect damages, including, but not limited to, loss of profits, loss of income, demurrage or detention costs, additional expenses or costs of any kind, etc.,
- b) Administrative fines and taxes, including, but not limited to, excise and customs duties, VAT and tax refund losses,
- c) Contractual or similar penalties,
- d) Reputational damage,
- e) Moral damages,
- f) Loss of opportunity,
- g) Loss of clientele,
- h) damages caused by a force majeure event or similar circumstances.

12.4 The provisions set forth in points 12.1 to 12.3 shall apply to any type of claim made against the LSP, regardless of whether it is required by contractual or non-contractual means.

12.5 Directors, managers, employees, subcontractors, agents, dependents, or any Third Party used by LSP to provide the Services will also benefit from the provisions of points 12.1 to 12.4 in the event that a claim is made against them.

13. EXEMPTION FROM LIABILITY OF LSP FOR THE SERVICES

13.1 In addition to the causes of exemption from liability included in the regulations applicable to the contracted Services, as well as those mentioned throughout these General Conditions, the LSP will not be liable for damages, losses or delays occurring during the execution of the Services that are caused by any of the following circumstances:

- a) Force majeure (as further specified in point 14)
- b) The nature, defect or inherent vice of the Goods,
- c) The inadequacy or inadequacy of the packaging, wrapping, labelling or marking of the Goods by the Client,
- d) Insufficiency, error or omission in the information on the Goods provided by the Client,
- e) Insufficiency, error or omission in the instructions, documentation, statements and assistance given by the Client,
- f) The lack of the corresponding permits, licenses or authorizations for the Goods when obtaining them is the responsibility of the Client,
- g) Failure by the Client to comply with the technical-health and food regulations applicable to the Goods.

14. FORCE MAJEURE

14.1 Neither party shall be liable for any failure to perform any of its obligations where this has been caused by an unforeseeable event or circumstance, or where, even if

foreseeable, its consequences could not have been avoided. Cases of Force Majeure include, but are not limited to, the following:

- a) Those established as such by the regulations applicable to the provision of the Services,
- b) War, civil war, rebellion, sedition, public disorders, riots, local disputes, civil disturbances and all kinds of events in which the use of arms may arise regardless of the state of war,
- c) Terrorism or acts of political violence, regardless of the number of persons involved. These include acts by persons or groups of persons to achieve political, religious, ethnic, ideological or other ends capable of spreading fear and terror in the population or parts of the population and through this influencing the government and institutions or parts of them,
- d) Strikes or lockouts,
- e) Earthquakes, cyclones, storms, floods, fires, pests, fog or ice. Damage from nuclear energy or other ionizing radiation,
- f) Hidden defects of coldstorage/freezing warehouse premises and/or coldstorage/freezing Installations,
- g) Failures in the supply of energy,
- h) Cyber attacks,
- i) Criminal acts by third parties, such as: robbery, theft, arson, etc...

15. PAYMENT OF THE PRICE OF THE SERVICES AND OTHER EXPENSES.

- 15.1 The price of the Services will be the one established by the LSP with the Client and will be payable on the date and in the manner agreed by the parties.
- 15.2 The LSP may increase the price of the agreed Services if, after contracting them, there is, for any reason, an increase in its fixed costs (labour, energy, fuel prices, etc.). These price changes will be communicated to the Client as soon as possible and will come into effect no later than three months after notification. If energy prices increase by more than 5% at a time, the LSP will have the right to immediately transfer any and all financial consequences of this price increase to the Client, from the date on which the new energy prices will apply to the LSP.
- 15.3 Regarding changes in the price of fuel for the Transport of Goods by Road, both national and international, the provisions of art. 38 of the LCTTM will apply.
- 15.4 In the event of late payment for services by the Client, the interest established by Law 3/2004, of December 29, which establishes measures to combat late payment in commercial operations, or by any other law that replaces it, will apply.
- 15.5 The LSP shall have the right to terminate the provision of the Services as a result of any failure by the Client to make any payment. In such event, in addition to any amounts owed, the Client shall be liable for payment of the Services provided by the LSP until the complete removal of its Goods.

16. INSURANCE

- 16.1 Damages or losses of the Goods are not insured by the LSP unless it is expressly requested in written by the Client before contracting the corresponding Service.
- 16.2 LSP will check whether the requested insurance can be obtained and will inform the Client accordingly.
- 16.3 The Client will pay any related costs of the insurance.
- 16.4 LSP will not be responsible for any disputes or claims between the Client and the insurance company for the insurance hired.

17. MISCELLANEOUS

- 17.1 If for any reason any of the clauses of these General Conditions, or a part of them, were declared null, void or inapplicable, the rest of the clauses will remain in force and applicable.
- 17.2 The Client will keep confidential all information and documentation provided by the LSP for the provision of the Services unless it is required to provide it by law or by an Authority.
- 17.3 LSP and the Client will not engage in any form of fraud or corruption. They will comply with all applicable anti-fraud and anti-corruption laws and regulations.
- 17.4 The Client warrants that the Client, the consignee, shipper, consignor, receiver or any other person who owns the Goods and any person acting as agent on behalf of such person, including its shareholders, directors or any other interested party, is not under any sanctions by any Authority. The Client warrants that at the commencement of the Services by LSP, the Goods are not under any sanctions or are not liable to any sanctions under applicable law. If at any time the Client breaches this warranty, LSP may stop and/or terminate the Services and claim all damages resulting from this breach.
- 17.5 The Client is obliged to provide the LSP with all data, information and documentation necessary for compliance with applicable laws, regulations and internal rules, LSP policies, including but not limited to laws, regulations and policies related to Environment, Social and Governance (ESG), Directive (EU) 2022/2464 on Corporate Sustainability Reporting (CSRD), Directive (EU) 2024/1760 on Corporate Sustainability Due Diligence (CSDDD) and the LSP's Know Your Client (KYC) Policy

The Client guarantees that the data, information and documents provided are correct and complete and in compliance with all applicable laws and regulations. LSP is entitled to perform, stop or suspend the Services if the data, information and documents provided by Customer is incorrect, incomplete or non-compliant.

18. LAW AND JURISDICTION.

- 18.1 These General Conditions, as well as the relationship between the Client and the LSP, are governed by Spanish law.
- 18.2 With the exception of the payment of the price of the Services and other expenses, any claim of any kind, whether contractual or non-contractual, between the Parties is submitted to the exclusive jurisdiction of the Courts and Tribunals of the domicile of the LPS with which the Client hired the Services, expressly waiving those of any other location.
- 18.3 The LSP may submit claims for the price of the Services and other expenses either before the Courts and Tribunals established in point 18.2, or before those of the Client's domicile.