Terms and Conditions of the CubeCold Group (France)

1 SCOPE

1.1 Each of the French subsidiary companies of Cube Cold Europe II France BidCo SAS making use of these terms and conditions is a logistics services provider ("**LSP**") within the meaning of this document. "**Customer**" is the contractual counterparty of LSP, or an affiliate of this contractual counterparty, that makes use of services of LSP ("**Services**").

1.2 This document (the "**T&C**") sets out the terms and conditions applicable to all Services provided by LSP to Customer, and to each contract between LSP and Customer for the provision of such Services. A booking or instructions provided by Customer to LSP shall be considered an unconditional acceptance of the T&C. The applicability of any other terms and conditions, including general or sectoral terms and conditions used by Customer, is explicitly rejected, unless accepted by LSP in writing.

2 SERVICES AND APPLICABLE CONDITIONS

2.1 All Services are provided under the T&C. For freight forwarding and transport services, the standard conditions listed below shall also apply in their last version applicable at the date of the performance of those Services actually performed by LSP or its subcontractor:

(a) Freight forwarding: the French standard contract applicable to Freight forwarding services (in French "*Contrat type commission de transport*" or "**CT Commission**") – Attached to article D 1432-3 of the French "Code des transports";

(b) Domestic road transportation: the French standard contract applicable to road transport of goods for which no specific standard contract exists (in French "*Contrat type applicable aux transports publics routiers de marchandises pour lesquels il n'existe pas de contrat type spécifique*" or "**CT Transport**") – Attached to article D 3222-1 of the French "Code des transports";

(c) Domestic road transportation of perishable goods under controlled temperature conditions: the French standard contract applicable to public road transport of perishable goods under controlled temperature conditions (in French "*Le contrat type applicable aux transports publics routiers de marchandises périssables sous température dirigée"* or *"***CT Transport under controlled temperature conditions***")* - Attached to article D 3222-5 of the French "Code des transports"; and

(d) International road transportation: the Convention on the Contract for the International Carriage of Goods by Road done at Geneva on the 19th of May 1956 as amended by the Protocols of 1978 and 2008 (the "**CMR**").

2.2 In the event of a conflict between a provision of the T&C and a provision of the standard conditions mentioned in Article 2.1 of the T&C, the provisions in the T&C shall prevail and shall be considered as an expressly agreed derogation from the provisions of the standard conditions. If it is unclear which set of standard conditions applies, it is at LSP's discretion to determine which set of the standard conditions mentioned in Article 2.1 of the T&C is applicable to the Service at hand.

2.3 If Customer instructs LSP in respect of transportation other than road transportation, LSP shall always act as an agent for Customer and not as a carrier or a freight forwarder. LSP's liability shall therefore be limited to its own liability for breach of contract ('*inexecution contractuelle*') under the conditions and within the limits as stipulated in Article 5 of these T&C.

2.4 Customer is responsible for the full and correct statement regarding the goods and shall be liable in the event the goods are not as stated and for any (other) incorrect, misleading or incomplete statements.

2.5 Customer is responsible for providing clear instructions in the event that special storage, transport and/or processing conditions are required. If LSP and Customer have not agreed upon any specific temperature and/or (other) special conditions, LSP or its subcontractor shall determine the temperature or (other) special conditions to the best of its knowledge and data gathered by experience. LSP shall not be liable for any damage caused by the temperature or (other) special conditions chosen in this way.

2.6 Unless agreed upon otherwise, the goods shall be delivered to LSP or its subcontractor in a good and properly packed condition, and clearly marked. If a so-called BAR code has been applied, this code has to be applied at an accessible position, in such a careful manner that the reading of said code by means of a scanner is possible. If goods arrive with visible damage on the outside or with defects or without clear marks, LSP or its subcontractor shall be entitled to refuse delivery of these goods. If goods arrive in a damaged or defective condition which is visible on the outside, LSP or its subcontractor shall be entitled, but not obliged, to promote the interests of Customer at the latter's expense and risk against the carrier or others. Customer may not derive any right from the manner in which LSP or its subcontractor has fulfilled this task. Any costs in connection with the acts on the side of LSP or its subcontractor as referred to in this Article 2.6 shall be borne by Customer.

2.7 Notwithstanding clause 2.6, LSP or its subcontractor shall always have the right to refuse goods offered for storage, transport and/or processing at its own discretion, but in particular if the goods are not as described by Customer; are not properly packaged and/or packed; are not delivered at the correct temperature; if the origins of the goods cannot be stated and proven as requested; if the goods do not comply with applicable laws, regulations and directions and/or instructions provided by the authorities; and/or if the goods could cause danger or damage to other goods, persons and/or to the cold-storage facility. The aforementioned especially applies if a critical temperature range and/or other critical circumstances (e.g. regarding air humidity and ventilation) apply.

2.8 If Customer offers to LSP or its subcontractor goods which may require special attention, such as a critical storage temperature that must be observed or goods that may be damaged by carbon dioxide (CO_2 damage), Customer shall expressly notify LSP or subcontractor of this. Failing such notification, LSP shall not be liable for any damage caused. Specific conditions regarding the goods, such as a critical storage temperature or air humidity, shall not be guaranteed by LSP or its subcontractor, unless explicitly agreed between LSP or its subcontractor and Customer and subject to any fluctuations allowed under such a guarantee.

2.9 Minor fluctuations, as they may occur during depositing and delivering goods, opening doors, defrosting air coolers, freeing refrigerator spirals from snow and ice et cetera, shall not be considered deviations. Objections to deviations of the storage temperature agreed between LSP or its subcontractor and Customer must be submitted to LSP or its subcontractor in writing immediately after their detection.

2.10 LSP or its subcontractor shall at all times be authorized to transport and store the goods in such space and in any cold storage facility as it may make available, provided that the space or facility is suitable for the type of goods concerned.

3 PAYMENT AND RIGHT OF PLEDGE

3.1 Any charges for the Services performed and any additional costs shall be payable to LSP for the full period during which the relevant goods were put in LSP's custody for the performance of the Services. In respect of warehousing and ancillary Services, the aforementioned period has commenced: (a) if the goods are unloaded by employees of LSP or its subcontractor; as soon as those employees have taken hold of the package; (b) if the goods are not unloaded by employees of LSP or its subcontractor; as soon as the employees that carry out the unloading have placed a package of the goods in the proper place in the cold-storage/freezing warehouse. The period has ended: (a) if, when being removed from LSP's custody, the goods are loaded by employees of LSP or its subcontractor; as soon as those employees have placed the package concerned of the goods at the appropriate place, i.e. either in the vehicle or vessel or in another place for removal; (b) if, when being removed, the goods are not loaded by employees of LSP or its subcontractor; as soon as the package concerned of the goods has been taken hold of by the employees that carry out the removal.

3.2 Any extra work necessary for preparing, cleaning or changing of the space made available for the purpose of storing, processing or transporting the goods shall be carried out by or under supervision of LSP, which shall take place at the expense and risk of Customer. Customer shall notify LSP of any requests to that effect as soon as possible.

3.3 Any objections to invoices issued by the LSP must be raised within eight (8) days as from the date of the invoice. If no objection has been made within this period of time, the invoice shall be considered to correctly state the charges and costs contained therein.

3.4 All invoices of LSP shall be paid within thirty (30) days after the date of the invoice unless expressly agreed otherwise, without any set-off, counterclaim, deduction or withholding by Customer. If Customer fails to pay the invoice within the aforementioned period, Customer is in default without any notice of default being required to be sent. From that moment, Customer owes to LSP up to three times the statutory interest rate or the interest rate corresponding to the amount of the last interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points, whichever is higher. In addition, Customer will automatically be liable to pay a flat-rate indemnity of forty (40) euros, exclusive of tax, to cover collection costs, in accordance with the provisions of article D. 441-5 of the French Commercial Code.

3.5 In addition to the application of the mandatory provisions of Articles L 3222-1 and L 3222-2 of the French Transport Code on the invoicing of fuel cost variations in the context of road freight transport, it is agreed that if the cost price of LSP for the performance of any Service should be affected by changes in the costs, such as, but not limited to, costs for labour, fuel and energy, or any other factor beyond its control, or in case of levies by the authorities, LSP shall be entitled to alter the prices/rates agreed upon with Customer accordingly. Such modifications of prices/rates shall as soon as possible be brought to the attention of Customer and shall become effective no later than three months after the notification. If the prices of energy are increased by more than 5% at once, LSP shall be entitled to immediately pass on any and all financial consequences of this price increase to Customer, as of the date on which the new energy prices shall apply to LSP.

3.6 Payment of invoices and any fees owed to LSP is guaranteed by contractual right of retention, enforceable against anyone, a commercial pledge, within the meaning of Article L 521-1 et seq. of the French Commercial Code, constituted on all goods, securities and documents handed over to LSP, whether for storage or transport, and for all services performed by LSP on behalf of Customer, even prior to or unrelated to the operations carried out for the goods, securities and documents that are actually in its hands. Customer warrants that he has the authority to constitute such a pledge.

3.7 In any event, Customer acknowledges that LSP has a right of retention and a lien enforceable against anyone over any goods handed over to it for any reason whatsoever in connection with the performance of the Services, in accordance with these T&C and, in particular, in accordance with Articles 1948 and 2286 of the Civil Code, L133-7 and L132-2 of the French Commercial Code.

3.8 The applicable charges shall be fully payable to LSP for all agreed Services, even if the goods are not, or not in time, put at LSP's disposal for carrying out the Services.

4 CUSTOMS SERVICES

4.1 If specifically agreed between LSP and Customer, the Services may also include customs services (i.e. services with regard to import, export or customs formalities, including, but not limited to, customs representation as described in the EU Union Customs Code, undertaken at the request of Customer). Otherwise, LSP shall have no obligations with respect to import, export or customs formalities and can never be deemed to take care of such formalities on behalf and for account of Customer.

4.2 For customs Services, the sole counterparty of Customer may be an affiliate company of LSP, which shall undertake the customs Services at the risk and expense of Customer. Upon request by LSP and/or its affiliate, Customer shall cooperate in concluding an agreement and/or power of attorney required for the performance of the customs Services. If signed, such separate agreement shall, in as far as there are discrepancies, take precedence over the T&C.

4.3 If goods are subject to customs and excise duty regulations or to other tax regulations and/or regulations by the authorities, Customer shall at all times be obliged to supply any information required by LSP or its subcontractor in order to enable him to submit the statements concerned. Customer shall be liable for any incorrect information that may have been provided by him or on his behalf for such purposes.

4.4 LSP shall not be responsible in any way for the correctness of the information stated on a consignment note. LSP shall only be obliged to check weights, the number of packages and descriptions of the goods, the latter only if this is apparent from the outside to him. Customer expressly indemnifies LSP or its subcontractor against any damage that could result from consignment notes that are not correctly completed on the basis of a statement of Customer.

4.5 LSP or its subcontractor shall never be liable for inspecting, accepting, keeping, completing or delivering of any document whatsoever, nor for the contents of such documents, unless under a legal obligation or if such has been expressly agreed upon in writing as an operation to be carried out by LSP or its subcontractor.

4.6 If goods are to be stored in a bonded or non-bonded customs warehouse at Customer's request, these goods must always be correctly and sufficiently individually marked, especially if their packages are (practically) identical, and if their contents cannot be easily verified. Damage due to confusion and/or mix-up of goods which do not meet these conditions shall not be borne by LSP or its subcontractor.

5 LIABILITY

5.1 All Services performed by LSP or its subcontractor shall take place at the expense and risk of Customer. At all times, Customer is to have itself effectively insured against any risk that may affect the goods that are subject to the Services. Unless this has been explicitly agreed with Customer, LSP shall never be obliged to take out insurances for the goods entrusted to LSP or its subcontractor.

5.2 Customer shall be liable for all damage of any kind caused by or in connection with the goods irrespective whether the damage could have been anticipated by LSP or its subcontractor. If third parties make claims against LSP for death, physical injury, or other damage in connection with the Services, Customer shall fully indemnify and hold LSP harmless from and against any such claims. Customer shall also indemnify and hold LSP harmless from and against any recovery or reimbursement claims asserted by third parties in connection with damage to the goods, regardless of how such claims are designated, and whether those claims are brought by or on behalf of Customer or by any party that has acquired, by subrogation or otherwise, the rights relating to such claims.

5.3 LSP shall see to it that the care of a good keeper will be observed for the goods entrusted to him for the performance of the Services. However, LSP shall never be liable towards Customer or any third party for damage, loss, claims of third parties, fines and/or expenses, however caused, unless Customer proves that such damage, loss, claims, or expenses have been caused, by negligence, wilful intent or deliberate recklessness on the part of LSP and/or its management.

5.4 In addition, if LSP is liable in accordance with this Article 5, this liability shall at all times be limited to: (a) in case of storage or handling of the goods or ancillary services; a maximum amount of 60,000 Euros; and (b) in case of transporting or organizing the transport of the goods the limitations and conditions mentioned in the standard contracts stipulated in Article 2 above.

5.5. In as far as no other liability limitations apply pursuant to Article 2 and 5.4 of the T&C, the liability of LSP towards Customer or any third party is limited to EUR 5,000 per incident or series of incidents resulting from the same cause, up to a maximum aggregate amount of EUR 25,000 for each Customer or third party per calendar year, unless, Customer proves wilful intent or deliberate recklessness on the part of LSP and/or its management.

5.5 Unless Customer proves wilful intent or deliberate recklessness on the part of LSP and/or its management, LSP shall never be liable for any:

(a) consequential and/or indirect damage, including but not limited to lost profit, loss of sales or business, loss of reputation, loss of agreements or contracts, loss of anticipated savings, damage or loss as result of delay, return transport costs, product recalls, demurrage or detention costs and any other costs relating, in particular but not exclusively, to the storage of the goods;

(b) penalties, including but not limited to import duties, excise duties, turnover tax, restitutions and/or other levies or related fines that are imposed by a government or authority, which are demanded in connection with the performance of the Services; and

(c) damages resulting from force majeure circumstances.

For all Services, force majeure has the meaning of circumstances preventing LSP, its subcontractors, its employees, or any other third party engaged by LSP from performing, which circumstances they could not have avoided or the consequences of the same were unavoidable for them. Force majeure circumstances shall include, but shall not be limited to, heavy weather, war, riot, uproar, natural and nuclear disasters, terrorist activities or attacks, fire, technical problems to means of transport, hidden defects of the cold storage/freezing warehouse premises and/or cold storage/freezing installations, failures in the supply of energy, mould and intrinsic deterioration, natural/inherent quality of the goods, closure or blockades (temporary or permanently) of ports, roads, inland waterways or railway lines, shunting areas, yards or terminals, strikes or similar labour actions, people trying to gain or having gained access to means of transport, containers, premises or warehouses, cyberattacks and cybercrime, the consequences of epidemic or pandemic and any measures, restrictions or prohibitions imposed by any authorities and any other event, circumstance or cause beyond LSP's or its subcontractor's reasonable control.

5.6 In the event of any alleged damage due to non-compliance by LSP, its employees or subcontractors with Customer's explicit temperature instructions, LSP shall only be liable if Customer proves (i) that a substantial change in the physical condition of the goods occurred during the Services and (ii) that the damage actually results from the failure to comply with Customer's temperature instructions. Such liability shall always be subject to the applicable liability regime set out in the T&C.

5.7 Notwithstanding any other indemnification obligations from Customer towards LSP, including, but not limited, those contained in Article 5.2 of the T&C, Customer shall indemnify and hold LSP harmless from and against third party claims for payment or compensation insofar as these claims exceed LSP's liability towards Customer under the T&C.

6 MISCELLANEOUS

6.1 Customer is obliged to keep confidential all data, information and documents relating to the Services performed by LSP that it will come to have in its possession, except for a statutory obligation to disclose, and Customer shall comply with all applicable regulations and privacy/data protection legislation.

6.2 LSP and Customer will not participate in any form of bribery or corruption. They shall comply with all applicable regulations and legislation governing anti-bribery and anti-corruption.

6.3 Customer warrants that Customer, the consignor, shipper, receiver, consignee or any other person entitled to the goods and anyone acting as an agent on behalf of such person, including its shareholders, directors or any other interested party, is not a sanctioned party designated by a sanctioning authority. Customer warrants that at the commencement of the Services by LSP, the goods do not characterize as sanctioned cargo. If at any time Customer is in breach of this warranty, LSP may stop the Services, terminate the Services and claim all damages and costs resulting from the breach.

6.4 Customer is obliged to timely provide LSP with all data, information and documents necessary for the performance of the Services and/or the compliance with applicable laws, regulations and internal policies of LSP, including but not limited to, laws, regulations and policies pertaining to Environmental, Social & Governance (ESG), Directive (EU) 2022/2464 on Corporate Sustainability Reporting (CSRD), Directive (EU) 2024/1760 on Corporate Sustainability Due Diligence (CSDDD) and the Know Your Customer (KYC) policy of LSP. Customer 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.

6.5 Customer is obliged to indemnify and compensate LSP with respect to all costs, liabilities, fines, payments or other costs incurred by or imposed on LSP, its employees or subcontractors as a result of a breach of the obligations arising from this Article 6.

6.6 A French translation of the T&C has been issued. In case of a dispute concerning the interpretation of the T&C, the English text shall be legally binding.

7 APPLICABLE LAW AND JURISDICTION

7.1 The laws of France apply to the T&C and all legal relationships between LSP and Customer.

7.2 Any dispute between LSP and Customer relating to the Agreement or any agreements or Services of LSP shall be exclusively brought before the Paris Economic Affairs Court (“TAE de Paris”), France. This jurisdiction clause applies to contractual and non-contractual claims.

7.3 If mandatory law should preclude the exclusive nature of this jurisdiction clause, the jurisdiction clause will confer additional jurisdiction on (Paris Economic Affairs Court (“TAE de Paris”), France.