



## Terms and Conditions of the CubeCold Group (Belgium)

### 1 SCOPE

- 1.1 Each of the Belgian subsidiary companies of Cube Cold Europe Belgium BidCo BV 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 The standard conditions listed below shall apply to the following Services actually performed by LSP or its subcontractor:
- (a) Cold storage or any other type of storage: [the ABCFI general conditions 2023](#) (the “**ABCFI General Conditions**”);
  - (b) Freight forwarding: [the General Belgian Freight Forwarding Conditions 2024](#) (the “**ABEV Conditions**”);
  - (c) Domestic road transportation: [the General Terms and Conditions for transport by road version 2017](#) (the “**GTC Road**”);
  - (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**”) and additionally the GTC Road;
  - (e) Customs services: [the ABEV Conditions](#); and
  - (f) Value added services, including but not limited to freezing, re-packing, packing, defrosting, tempering, inspecting, weighing, cutting, portioning, collecting, marking, applying stickers, pricing, veterinary services, filling/emptying barrels, tanks and containers, veterinary services and any other services characterizing in the market as value added services: [the ABCFI General Conditions](#).
- 2.2 In the event of a conflict between a provision of the T&C and a provision of the in Article 2.1 of the T&C mentioned standard conditions, the provision in the T&C shall prevail. If it is unclear which set of standard conditions applies, it is at LSP’s discretion to determine which set of the in Article 2.1 of the T&C mentioned standard conditions 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 a freight forwarder and not as a carrier, to which Services the ABEV Conditions apply. If LSP is



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nevertheless to be considered a carrier, the ABEV Conditions shall apply in any case subject to any laws or conventions mandatorily applicable to the transportation at hand.

- 2.4 If the cost price of LSP 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, the LSP shall be entitled to alter the prices/rates agreed upon with the Customer accordingly. Such modifications of prices/rates shall as soon as possible be brought to the attention of the Customer and shall become effective not later than three months after the notification. If the prices of energy are raised by more than 5% at once, the LSP shall be entitled to immediately pass any and all financial consequences of this price increase on to the Customer, as of the date on which the new energy prices shall apply to the LSP.
- 2.5 The applicable charges shall be fully payable to the LSP for all agreed Services, even if the goods are not, or not in time, put at the LSP's disposal for carrying out the Services.

### **3 CUSTOMS SERVICES**

- 3.1 If 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.
- 3.2 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, to which the ABEV Conditions shall apply. If signed, such separate agreement shall, in as far as there are discrepancies, take precedence over the T&C.

### **4 LIABILITY**

- 4.1 In as far as no other liability regime applies pursuant to Article 2 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.
- 4.2 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, damage or loss as result of delay, return transport costs, product recalls, demurrage or detention costs;



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- (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 cold storage and any other type of storage, the definition of Force Majeure in the ABCFI General Conditions apply. For all other Services, force majeure has the meaning of circumstances preventing LSP, 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, 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 or any other event, circumstance or cause beyond LSP's reasonable control.

4.3 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.

4.4 With respect to LSP, only LSP shall be liable to Customer in relation to the Services. Customer shall not bring any claim arising out of, or related to, the T&C and/or Services, whether on contractual, extra-contractual, or other grounds, against any parties associated with LSP, such as but not limited to, the shareholders, directors, workers, employees, independent service providers, agents, either as a natural person or as a legal entity. This exemption of liability does not apply to any liability that cannot be excluded under Belgian law or to tortious or criminal liability.

4.5 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.

## **5 MISCELLANEOUS**

5.1 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.

5.2 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.



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- 5.3 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.
- 5.4 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.
- 5.5 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 Article 5 of the T&C.
- 5.6 A Dutch and 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.

## **6 APPLICABLE LAW AND JURISDICTION**

- 6.1 The laws of Belgium apply to the T&C and all legal relationships between LSP and Customer.
- 6.2 Any dispute between LSP and Customer relating to the T&C or any agreements or Services of LSP shall be exclusively brought before courts of the registered office of LSP. This jurisdiction clause applies to contractual and non-contractual claims.
- 6.3 If mandatory law should preclude the exclusive nature of this jurisdiction clause, the jurisdiction clause will confer additional jurisdiction on the court of the registered office of LSP.