V

LINEAGE TERMS AND CONDITIONS OF BUSINESS FOR WAREHOUSING

(THE "CONDITIONS")

Version 1.0 dated June 2024 (Italy)

1. General

1.1. The following defined terms apply to these Conditions:

"**Affiliate**" means, in relation to a body corporate, any direct or indirect subsidiary or holding company of such body corporate, and any direct or indirect subsidiary of such holding company;

"**Agreement**" has the meaning given to it in clause 1.2 of these Conditions;

"**Charges**" means all rates, prices and (sur)charges payable by the Customer for the supply of Services in accordance the Agreement;

"**Conditions**" means the conditions set out in this document;

"**Customer**" means the person contracting with Lineage in respect of the Agreement;

"**Electricity Surcharge**" means Lineage's electricity surcharge mechanism applicable to the Charges, as relevant;

"**Goods**" includes all products provided by or on behalf of the Customer for storage and/or handling, including their packaging and load bearers (including pallets);

"**Lineage**" means the counterparty or counterparties of the Customer referred to in the Agreement and the Affiliates of such counterparty or counterparties that provide Services to the Customer or any of its Affiliates pursuant to the Agreement;

"**Location**" means an ambient, cold storage and/or freezing warehouse (which includes adjoining yards) and/or handling facilities operated or used by Lineage or any of its Affiliates;

"**Processing and Blending Surcharge**" means Lineage's processing and blending surcharge (aka gas surcharge) mechanism applicable to the Charges, as relevant;

"**Profile**" means the Goods' nature, weight, quantity, volume, condition, dimension, type of packaging (including any presentation or pallet requirements), stacking method, Goods receipt temperature, required storage temperature, their storage period / turnaround time, pickup or delivery quantity (full or part truck load), pickup or delivery method (e.g. conventional or automated trucks) and other characteristics affecting operations, Customer forecasts, and any minimum volume or fixed commitments in respect of the same, agreed between the parties as part of the Agreement or indicated otherwise by the Customer to Lineage prior to Lineage making an offer for its Services;

"**Regulations**" means any from time to time applicable statute, instrument, directive, (by-)law, regulation or other stipulation having the force of law, including in relation to the supply, storage, processing or handling of food or beverages or the Goods, and any act, regulation or directive replacing, modifying or amending the same;

"Sanctions" means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by the United Nations or a relevant governmental authority with jurisdiction over a party, its Affiliates or any part of its business or operations;

"**Services**" means the ambient, cold or frozen storage of the Goods, as well as additional handling services if and to the extent agreed with the Customer, including the loading/unloading of vehicles, sorting, repacking (including the supply of packing materials), palletizing, restacking, labelling, foil wrapping, cleaning, inspection, blending or processing; and

"**Storage Temperature**" means the room temperature measured in degrees Celsius (°C) as agreed in writing between Lineage and the Customer as a special condition pursuant to clause 2.1.3 under which the Goods are to be stored or processed at a Location.

1.2. These Conditions and any document in which Lineage's Services or charges are set out, quoted or agreed (including any Profile on which they are based, and any ancillary documents), to which these Conditions are annexed, declared applicable or into which they are incorporated by reference are the sole terms and conditions of the agreement between the Customer and Lineage (together, the "**Agreement**"), to the exclusion of any other terms or conditions put forward by the Customer. The Agreement supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the Customer and Lineage, whether written or oral, relating to its subject matter and this Agreement is the entire agreement between Lineage and the Customer regarding the matter to which it relates. Without prejudice to the foregoing, to the extent that any other terms and conditions are deemed to apply in respect of the Services, the Agreement shall take precedence over these other terms and conditions.

1.3. A reference to a "person" in these Conditions includes natural persons, bodies corporate or unincorporated bodies (whether or not having separate legal personality), any type of entity or body of persons, whether or not it is incorporated, and any executor, administrator or successor of the person.

2. Depositing of the Goods

2.1. The Customer warrants and undertakes that:

2.1.1. any of the Goods delivered to Lineage as part of the Agreement are delivered without charge or cost to Lineage to an agreed Location;

2.1.2. on delivery of the Goods at a Location the Customer provides Lineage with a receipt/consignment note (or similar) that accurately describes the Goods within the same (including with regard to condition, dimensions, weight, nature and quantity) and Lineage's responsibility under clause 8.1 shall only apply to such Goods described pursuant to this clause 2.1.2 or as such receipt/consignment note is updated by Lineage (as notified to the Customer following receipt) to reflect what is actually delivered to a Location; and

2.1.3. the Goods shall be accompanied by written information concerning any special treatment or method of storing or handling (including but not limited to information in respect of Storage Temperature, unsuitability to store Goods together with other goods, stacking method, etc.) necessitated by the nature or condition of the Goods and/or any Regulations specific to the Goods with which Lineage may need to comply and/or as may otherwise be required by the Customer, provided that Lineage shall only be obliged to comply with such special treatment, method or requirement if Lineage has agreed to adopt such special treatment, method or requirement in writing before delivery of the Goods to Lineage.

2.2. If the Goods have a "BAR Code" applied to them, the Customer shall ensure this is applied at an accessible position, and in such a manner that the "BAR Code" can be read or scanned without intervention by Lineage.

2.3. If Lineage offers the Customer the opportunity to inspect the space used at a Location to store or process the Goods and the Customer does not make such an inspection or provides no objections as to the suitability of the space at a Location, Lineage shall not be liable for any loss or damage on account of the space being unsuitable, except in case of gross negligence or wilful misconduct (*dolo o colpa grave*) by Lineage.

2.4. If agreed between the parties that the delivery Location of the Goods is to change, then any transportation costs to the new location will be charged to the Customer at Lineage's current rates for such transportation.

2.5. Unless agreed in writing as part of the Agreement, Lineage provides no warranty nor gives any commitment to provide the Customer with minimum storage space or handling capacity in respect of the Customer's Goods and any references to volumes or quantities in a Customer's Profile shall not be construed as a commitment from Lineage in respect of the same.

3. Delivery of the Goods

3.1. The Customer warrants and undertakes that:

3.1.1. all Goods shall be presented by the Customer in good (and if packed, in a properly packed state) and wholesome condition, free from any foreign objects and maintained at a temperature equal to the required Storage Temperature at all material times as to comply with the Agreement and any Regulations;

3.1.2. the Goods presented for storage conform with their Profile and except as permitted pursuant to clause 2.1.3, the Goods shall not require any special treatment or method or additional treatment;

3.1.3. the Goods are not dangerous or contaminated and do not require any specific licences to handle them, nor are they "waste" as defined under any Regulations; and

3.1.4. the Goods are in (and will continue to be in) a state and order in which they can be safely stored and handled without causing injury or damage to people, equipment, premises (including a Location), or other Goods or products.

3.2. Notwithstanding this clause 3, should any of the Goods stored or processed become or be covered by any Regulations regarding dangerous goods or waste, the Customer shall immediately inform Lineage in writing. For the avoidance of doubt, dangerous goods shall include goods which are officially classified as hazardous, as well as goods which

are or may become of a dangerous, flammable, radioactive or damaging nature. The Customer shall indemnify Lineage against any claims which may be caused by noncompliance with this obligation and the warranties and undertakings in this clause 3.

4. Receipt of the Goods

4.1. If Lineage determines that the Goods are not in accordance with clause 3 or have visible damage, defects or no markings, or in Lineage's reasonable opinion are likely not to be in such condition and on account of this such Goods are likely to cause loss or harm to either people, equipment, premises (including a Location), or other Goods or products, then Lineage:

4.1.1. may serve the Customer notice thereof and following receipt of such notice the Customer shall at its sole expense and risk promptly remove the Goods; or

4.1.2. is entitled to either not collect the Goods or reject the Goods without owing anything to the Customer in relation to such Goods.

4.2. Notwithstanding clause 4.1.1, if Lineage is, for any reason, not able to provide a notice as described in clause 4.1.1 or if in Lineage's reasonable opinion the Goods require immediate removal from a Location then Lineage may at the sole expense and risk of the Customer and at Lineage's own discretion organise for separate storage, disposal or destruction of the Goods (as relevant).

4.3. If there are circumstances where the Goods are not in accordance with the Agreement and Lineage agrees to the storage or handling of such Goods, any additional work or costs necessary for storing, handling, preparing (including cooling), freezing, cleaning or changing of the storage or handling space, shall be at the sole expense and risk of the Customer. If such circumstances arise Lineage shall notify the Customer as soon as is reasonably practicable and Lineage shall not be liable for any loss of or damage to the Goods in such situations, except in case of gross negligence or wilful misconduct (*dolo o colpa grave*) by Lineage.

4.4. The Customer acknowledges and agrees that it has its own responsibility and duty of care to ensure that the Goods tendered for storage and/or handling arrive in a suitable condition, particularly where the Goods are required to be delivered and ultimately stored within a critical temperature range and/or other special circumstances (including in respect of ventilation and humidity) which may be critical for the storage of the Goods.

5. Special storage requirements and receipt arrangements

Notwithstanding clauses 2.1.3 and 3.1.2, if the Goods are delivered to a Location for handling or storage and no written instructions regarding special treatment or method are provided by the Customer and accepted by Lineage, Lineage shall deal with such Goods as it deems most appropriate and in accordance with good warehousing practices. If such Goods require special treatment or method of storing (and where Lineage agreed in writing to the same) any additional costs in connection with such shall be for the Customer's account.

6. Regulations and inspections of Goods

The storage and/or handling of the Goods pursuant to the Agreement shall be subject to any Regulations and/or relevant instructions provided by appropriate authorities and the Agreement shall continue to be subject to any ongoing modifications in respect of the same. Providing always that if a modification which if implemented by Lineage causes a change to Lineage's costs, then Lineage shall have the right to change its Charges to account for such modification, which shall be effective on the date such modification came into force.

7. Incorrect statements and communications

The Customer is solely responsible for a complete and accurate description and designation of the Goods (including any packaging) offered for storage or handling by Lineage. Lineage is not responsible for any incorrect, misleading or incomplete statements, communications and/or directions provided to Lineage by or on behalf of the Customer regarding the Goods. This additionally includes any (latent) damage or defects in the Goods and more generally also any packing materials or containers (including pallets). The Customer agrees to indemnify Lineage against any loss or damage incurred by Lineage on account of this clause 7.

8. Commencement and conclusion of storage

8.1. Except where the parties have agreed otherwise in writing, Lineage's obligations with respect to the Goods shall begin:

8.1.1. where Lineage has not agreed to unload the transport delivering the Goods to Lineage: it shall be at the moment which all Goods are unloaded from the delivery transport onto Lineage's loading bay; or

8.1.2. where Lineage agreed to unload the transport delivering of the Goods to Lineage: it shall be at the moment when unloading by Lineage starts.

8.2. Except where the parties have agreed otherwise in writing, Lineage's obligations with respect to the Goods shall end:

8.2.1. where Lineage has not agreed to load the Goods onto the delivery transport: it shall be at the moment when the Goods (or part thereof comprising the particular load/consignment) are presented to the relevant carrier for loading; or

8.2.2. where Lineage agreed in writing to load the Goods onto the delivery transport: it shall be at the moment when the loading of the Goods (or part thereof forming the particular load/consignment) is complete; or

8.2.3. when notice is provided by or on behalf of Lineage demanding the Goods to be taken away from Lineage's custody, control or possession under the Agreement or otherwise pursuant to any Regulations; or

8.2.4. when clause 4.1 applies.

9. Delay consequences

9.1. If the Goods are received by Lineage from transports, including vessels, lorries or other vehicles Lineage shall only be obliged to make available berths for the same and also relevant provision for receiving consignments, if this had been arranged with Lineage in advance and always subject to approval by applicable (port) authorities, as relevant. Lineage shall not be liable for delays, damage or expenses howsoever occurring, due to any berths or places of loading and unloading not being available or accessible.

9.2. If the Goods do not arrive or cannot be handled at the appointed time or if they do not reach their berths or places for loading/unloading in sufficient time, regardless of the reason, Lineage shall be entitled to compensation for damages incurred as a result thereof, demurrage and/or compensation including for any additional expenses, other charges or lost time resulting from the same, providing always such has not occurred due to gross negligence or wilful misconduct (*dolo o colpa grave*) of Lineage.

9.3. If the Customer advises Lineage that the Goods will be delivered or collected at a specific time the Customer shall be liable for any damages and costs including also as incurred by Lineage where the Goods are not delivered or collected at the agreed time and the Customer shall indemnify Lineage against any claims which third parties should make against Lineage in connection with the same.

10. Sequence of work

Consignments of the Goods handled by Lineage are typically dealt with in the sequence of their arrival at a Location. Notwithstanding this, Lineage reserves the right (acting reasonably) to vary the order in which consignments of the Goods are handled, where Lineage deem it reasonably necessary to comply with relevant Regulations, directions of Customs, Food and Product Safety Inspectors or other relevant authorities (or additionally if particular arrangements must be implemented to ensure the smooth and ordered transportation, storage or handling of the Goods). Lineage shall not be liable to for any damages, expenses or other compensation (including in respect of lost time) in relation to its exercise of its rights under this clause 10.

11. Hours of operation and access

11.1. All Services performed by Lineage under the Agreement shall be performed on working days during the hours at which the Location is usually open for business. If the Customer requires works to be performed outside of such hours, it will be at Lineage's discretion and at the Customer's cost. Notwithstanding this, if due to unforeseen circumstances, any Regulations or requirements of relevant authorities, Lineage is authorised by the Customer (if reasonably necessary and without prior consultation) to carry out operations in respect of the Goods out of usual working hours at the Customer's cost.

11.2. Access to a Location where the Goods are stored or processed is only permitted by the Customer (or an agent on their behalf) with Lineage's written permission. Such access shall only be during usual business hours of the relevant Location. Any persons representing the Customer or acting on the Customer's instructions must follow all site safety rules, instructions and other procedures (including requirements of Customs, Food and Product Safety Inspectors and other relevant authorities).

11.3. All persons and vehicles enter Locations at their own risk and Lineage is not liable and excludes all liability for damage or loss of any kind suffered in relation to the same. The Customer is responsible for any damage or loss whatsoever to Lineage caused by acts or omissions of any person whether employed by the Customer or not, whom are present at Locations in connection with the Customer's instructions or consent. The Customer shall indemnify and hold harmless Lineage against any claims against Lineage by third parties that result from non-observance by the Customer or persons appointed by them in relation to this clause 11.3.

12. Inspection

12.1. Lineage is not obligated to inspect, measure or weigh the Goods delivered to a Location for storage or handling, nor is Lineage required to examine the Goods unless there is a written agreement otherwise. In such cases, if specific expertise is required to inspect the Goods, such expertise shall be procured by Lineage or any subcontractor (at Lineage's discretion) at the Customer's cost and Lineage shall not be liable for the conclusions of such verification.

12.2. Notwithstanding anything to the contrary in these Conditions, Lineage is at any time permitted to inspect, measure or weigh the Goods or to ascertain their nature in order to verify the particulars received from the Customer (for example: in a receipt or consignment note referred to in clause 2.1.2). Where Lineage reasonably believes that the Goods are not as stated, Lineage is permitted (but not obliged) to break bulk and open packages and examine the Goods and/or take samples of the Goods from consignments at the Customer's cost.

12.3. Where Lineage obtains information by weighing the Goods to determine their gross

weight Lineage may use this information as a basis for the calculation of the payment which Lineage is entitled to receive under the Agreement.

13. Stacking of goods

Lineage shall stack the Goods in accordance with the agreed instructions of the Customer or, if no instructions are given, with standard industry practice. If Lineage at its sole discretion considers it necessary to stack the Goods by a different method than originally reasonably expected by Lineage, then all resulting additional storage charges and expenses shall be payable by the Customer (which shall also include any costs incurred due to the Goods being restacked due to safety requirements). If the Customer has any specific requirements with respect to stacking of the Goods (including the size of the Goods or packaging materials), such requirements require prior written consent of Lineage.

14. Humidity and temperature

14.1. Where the parties have not agreed upon any Storage Temperature for the Goods to be stored and/or processed, Lineage shall determine the storage temperature in its reasonable opinion and Lineage shall not be liable for any damage to the Goods caused by its choice of storage temperature, except in case of gross negligence or wilful misconduct (*dolo o colpa grave*) by Lineage.

14.2. Lineage shall measure Storage Temperature at regular intervals (except where a Location is not open for business) to ensure that the Storage Temperature is reasonably maintained. Notwithstanding the forgoing, the parties agree that fluctuations may occur on account of the Goods being, among other things, deposited and/or delivered, doors opening or defrosting of air coolers.

14.3. Lineage does not provide any guarantee in connection with the air humidity at a Location, unless agreed upon in writing between the parties as a special condition pursuant to clause 2.1.3 and shall be subject to any fluctuations allowed under such agreement.

14.4. If the Customer tenders Goods for storage or handling susceptible to damage because they are outside a critical Storage Temperature, and they requiring freezing or cooling down (i.e. temperature decreasing prior to storage or handling) or require tempering (i.e. temperature raising prior to storage or handling), or are susceptible to carbon dioxide damage or require other special treatment (including where the Goods cannot be stored in proximity to certain other goods), such treatment shall be agreed in writing in advance between the parties pursuant to clause 2.1.3, otherwise Lineage shall have no responsibility to arrange for such treatment and shall not be liable for damage to the Goods due to the absence of such treatment, except in case of gross negligence or wilful misconduct (*dolo o colpa grave*) by Lineage.

15. Non-routine arrangements

15.1. Acting fairly and reasonably, Lineage may in addition to any other rights in these Conditions take immediate action (at the Customer's cost) to dispose of the Goods, including the destruction or sale of such Goods, if failing to take such action may cause danger of damage or loss to the Goods, to other goods, or to the Location or cause a risk of death or physical injury of persons or animals.

15.2. Lineage shall not be liable for any damages incurred by any party as a result of any alleged failure to achieve a particular sale price for Goods when selling and/or disposing such Goods (either publicly or privately) in accordance with its rights under the Agreement, except in case of gross negligence and wilful misconduct (*dolo e colpa grave*). If allowed by applicable Regulations, any sale or disposal of the Goods (or any part thereof) by Lineage under the Agreement shall be at the Customer's risk and cost. Lineage is entitled to sell or otherwise dispose the Goods (or any part thereof) by such method, manner and price as Lineage deems appropriate at its sole discretion. In such circumstances, Lineage shall transfer to the Customer the proceeds of the Goods after deduction of any costs incurred in relation to their disposal and/or any claims against the Customer.

15.3. Upon the request of Lineage, the Customer shall be obliged to forthwith collect Goods which are close to or have already passed their expiry date. If the Customer fails to do so, Lineage shall have the right to dispose of such Goods at the Customer's expense and risk, among other methods by handing the Goods over to a foodstuffs recycler or disposer.

15.4. In clauses 15.1 to 15.3, all Lineage's Charges and other costs and expenses in relation to the Goods, whether invoiced or not, shall become immediately due and payable by the Customer.

15.5. Acting reasonably, Lineage shall have the right to relocate Goods to any other Location or external warehouse, for reasons on the part of Lineage. Lineage shall provide the Customer ten (10) days' written notice of such relocation. The transport cost for relocating the Goods to the new Location in accordance with this clause 15.5 shall be borne by Lineage.

16. Repair and cleaning

16.1. Lineage shall use its best endeavours to maintain the Location and keep it in reasonable working order to ensure the provision of the Services and at all times Lineage is permitted to carry out repairs or other works (including rebuilding and/or alterations) at a Location ("**Works**").

16.2. Where Lineage needs to carry out Works, the Customer agrees that Lineage may relocate the Goods to a different Location or warehouse. In such circumstances, the Customer shall not be entitled to claim any compensation for damages incurred as a result of any temporary loss of availability of space, even if a storage capacity was agreed.

16.3. On termination of the Agreement the Customer shall pay Lineage any costs in connection with the cleaning and/or repair of a Location used for the Customer's Goods, only to the extent that such costs are outside the ordinary course of storage or processing relate to matters beyond ordinary wear and tear. Additionally, if any special arrangements have been implemented for the Customer for space allocated to them at a Location, the Customer agrees to pay all reasonable charges to return such space to the condition it was in immediately prior to the Agreement.

17. Charges or duties on the Goods

17.1. In addition to Lineage's other rights under these Conditions, Lineage is not obligated to accept the Goods for which taxes, freight, fines, duties, and/or other fees, costs or expenses (together, "**Additional Costs**") of any nature are to be paid or payable. In all cases the Customer shall be responsible for and indemnify and hold Lineage harmless against any Additional Costs paid or payable in connection with the Goods.

17.2. The Customer agrees to pay any Additional Costs in advance of arrival of the Goods at a Location. To the extent such monies are advanced to Lineage to pay any Additional Costs, no interest on such advance shall be repaid or refunded to the Customer. Relating to the payment of Additional Costs by Lineage, Lineage shall never be liable for, nor be obliged to reclaim such costs (except in the case of gross negligence or wilful misconduct (*dolo o colpa grave*)) and the Customer shall accept invoices in connection with such Additional Costs as true and correct evidence of payment.

18. Taxes, duties and other obligations

18.1. If the Goods are subject to any tax Regulations (including Customs and Excise Duty regulations or regulations by other relevant authorities), the Customer shall promptly supply all relevant information and documentation required and/or requested by Lineage to enable Lineage to submit relevant returns, declarations or statements to appropriate authorities or to maintain the required records. If the Customer or any other person acting on behalf of the Customer provides incorrect information or documentation, or if the Customer fails to provide the required information or documentation to Lineage to complete any returns, declarations or statements or keep the required records, the Customer shall be liable for the consequences of such incorrect or incomplete information or documentation.

18.2. Lineage is not responsible for:

18.2.1. the correctness of the information stated on any consignment notes or other documentation accompanying the Goods and the Customer indemnifies and agrees to hold Lineage harmless against any loss or harm that results from a consignment note or other document incorrectly completed; and

18.2.2. accepting, inspecting, completing, keeping or delivering any document relating the Goods whatsoever, nor for the contents of such documents unless agreed in writing between the parties.

18.3. If at the Customer's request Lineage stores the Goods in a bonded or non-bonded customs warehouse or excise warehouse, the Customer shall in addition to clause 18.1 ensure such Goods, unless it concerns bulk cargo, are individually and accurately marked so they are readily identifiable.

18.4. If Lineage holds any special governmental license, permit, approval or similar authorisation, or any voluntary certification/accreditation in relation to the storage or handling of the Goods, including but not limited to a customs warehouse license, approved export establishment, border control post, BRC, IFSR, establishment to store biologic/organic products, Lineage is never liable to the Customer in case of withdrawal, suspension, revocation or termination of the same, for whatever reason.

18.5. At all times during the term of this agreement the Customer warrants and undertakes that it shall: (i) not contravene any Sanctions in connection with the Agreement; (ii) not do, or omit to do, any act that will cause or lead Lineage or their Affiliates to contravene any Sanctions; and (iii) implement adequate policies and procedures to ensure compliance with Sanctions.

19. Duration of agreement

19.1. Unless the Agreement includes a specific term and/or specific provisions on termination or renewal, the Agreement is entered into for an undetermined term and shall be in effect until terminated in accordance with these Conditions. A validity term for the applicability of current Charges should not be interpreted as being the term of the Agreement.

19.2. If the Agreement is entered into for an undetermined term, either party has the right to terminate the Agreement by providing the other party with thirty (30) days' written notice to terminate.

20. Termination and withdrawal

20.1. In the event Lineage is in default of its performance obligations under the Agreement and such default constitutes a material breach under applicable law, the Customer may deliver written notice to Lineage specifying the material breach, pursuant to Article 1454 of the Italian Civil Code. If Lineage does not cure or substantially

commence to cure the noticed material breach within thirty (30) days after receipt of the default notice, then the Agreement shall be deemed terminated *ipso iure*.

20.2. Lineage may terminate or withdraw from, as the case may be, the Agreement prior to the expiry of its term or the completion of the Services with immediate effect upon notice to the Customer in the following circumstances:

20.2.1. the Customer breaches one or more of its obligations under clauses: (i) 2 (ii) 3; (iii) 4.4; (iv) 7; (v) 17.2; (vi) 18.1; (vii) 22.1; (viii) 28; (ix) 29; (x) 31; (xi) 32; (xii) 33; and (xiii) 34 of these Conditions and where such breach is remediable, fails to remedy the breach within a reasonable term of notice provided by Lineage in writing to the Customer;

20.2.2. the continued storage of the Goods causes or may cause damage or loss to: the Goods, other goods, the Location or cause a risk of death or physical injury to persons or animals;

20.2.3. where the Goods are perishable and Lineage believes their condition will be materially diminished if they are not removed, and the Customer fails to provide clear instructions to prevent the same;

20.2.4. the Location or the part used for storage of the Goods is partially or entirely destroyed and is no longer fit for storage or handling activities;

20.2.5. the Goods have been banned by a competent government authority or any Regulations (including Sanctions) or the continued storage of the Goods otherwise violates any relevant Regulation (including Sanctions) applicable to Lineage or any of its Affiliates;

20.2.6. the Customer is in breach of clause 18.5;

20.2.7. the Customer suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed by a court of competent jurisdiction to be unable to pay its debts;

20.2.8. the Customer is subject to an actual or threatened insolvency event, has a receiver, liquidator, examiner, manager, administrator or similar officer appointed in respect of the whole or any party of its assets or business, makes any composition in arrangements with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceedings taken or suffered in any jurisdiction; or

20.2.9. the Customer adopts any resolutions to apply for, or any corporate action, legal proceedings or other procedure or step is taken in relation to an insolvency proceedings.

20.3. Notwithstanding clause 20.2, in the event the Customer fails to pay any of the Charges or other sums when due under the Agreement and such failure continues for a period of five (5) days after a written notice to that effect is delivered to the Customer, Lineage may terminate the Agreement by delivering a written notice to that effect to the Customer in addition to exercising any other rights and remedies available to it.

20.4. If the Agreement is terminated or withdrawn, as the case may be, all Lineage's outstanding Charges, costs and expenses (including interest) incurred prior to termination or withdrawal, as the case may be, shall become immediately due and payable by the Customer and where no invoice has been submitted in respect of the same, Lineage shall submit an invoice, which shall be payable by the Customer immediately on receipt.

20.5. Lineage's charges shall continue to accrue after notice of termination or withdrawal, as the case may be, and shall continue accruing until the Goods are removed from a Location.

21. Return of the Goods after termination of agreement

21.1. If the Customer does not collect its Goods from a Location, upon termination of the Agreement, Lineage shall have the right to transfer the Goods to a different Location or warehouse at the cost and risk of the Customer. Additionally, Lineage shall be entitled to compensation for any direct and indirect cost and damage of whatever nature resulting from the Customer's failure to remove the Goods.

21.2. Notwithstanding clause 21.1 and subject to the Agreement, the Customer shall have the right to take back their Goods after payment of any amounts which it may be owing to Lineage and its Affiliates on whatever grounds, providing this right does not modify any Customer obligation to meet a minimum volume commitment (as may documented elsewhere as part of the Agreement or part of the Profile).

22. Payment terms

22.1. All Charges and other amounts payable to Lineage by the Customer are to be paid immediately when due and the Customer shall have no right of set-off against any payments due, whether on account of any claims or alleged claims against Lineage under the Agreement or otherwise.

22.2. Payment terms for the Charges shall be 30 days following date of invoice. No longer payment term can apply unless agreed in writing and signed by authorised representatives of Lineage. If the Customer does not make payment within such time, the Customer shall be in breach of the Agreement and interest shall be payable in accordance with the law governing the Agreement.

22.3. All Charges and other terms quoted are on the basis that the Goods are as described by the Customer and in conformity with their Profile. Where a Charge has not been agreed in writing with the Customer, the Customer agrees to pay the Charge at Lineage's standard prices and/or rates.

22.4. Where Charges are separately agreed in writing they shall only apply to the specific Services of Lineage as stated in the Agreement. Where Services have not been specified in the Agreement, only the following Services are intended to apply: depositing, freezing or refrigeration (provided that the Goods are delivered to Lineage at the prescribed Storage Temperature), storage and removal of the Goods at a Location. Any other Charges (such as for blast-freezing) and/or handling shall be charged at Lineage's standard prices and/or rates and subject to these Conditions, as relevant.

22.5. All Charges are subject to VAT (sales, use or similar value added tax) as may apply in the relevant jurisdiction in which Lineage's Services are rendered, which shall be paid in addition to the Charges.

22.6. All Lineage's Charges and other costs and expenses to be borne by the Customer pursuant to the Agreement, whether invoiced or not, shall become immediately payable upon occurrence of one of the following events:

22.6.1. when the Customer orders Lineage to remove the last Goods from the Location;

22.6.2. the Goods ceasing to be in Lineage's control, possession or care;

22.6.3. upon termination of the Agreement for whatever cause;

22.6.4. if an official arrest, seizure, attachment, confiscation, blockage or similar act is placed on the Goods, or any third party invokes to have a title over the Goods, whether by ownership or by virtue of any security interest or right in rem; or

22.6.5. in the situations described in clauses 20.2.6 and 20.2.7.

22.7. In the events described in clause 22.6 or in the event of any change of the Customer's financial situation, a change of control (i.e. change of any direct or indirect majority owner/shareholder of the Customer or similar change in voting powers), Lineage has the right to require additional security from the Customer. Lineage also has such right where the total amount of Charges, costs and expenses owing to Lineage exceeds the value of the Goods in storage, as determined in Lineage's discretion. In such circumstances, payment terms previously agreed may be cancelled or amended by Lineage and Lineage is entitled to suspend its Services if the Customer fails to provide appropriate security, and all invoices or claims of Lineage towards the Customer shall become immediately due and payable on Lineage's demand.

22.8. If Lineage provides Services on credit to the Customer, Lineage may withdraw such credit with immediate effect in the event of the Customer's breach of any credit terms (regarding one or more invoices) or if the Customer is required or requested in accordance with these Conditions to remove the Goods or the Customer suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed by a court of competent jurisdiction to be unable to pay its debts.

22.9. Where Lineage seeks to recover its Charges or other sums owed under the Agreement via legal proceeding or otherwise (including where Lineage invokes its security rights and/or retention of the Goods), Lineages stock records shall serve as complete evidence of the accuracy and volume of the Goods, barring proof to the contrary.

23. Changes to charges

23.1. Where Lineage has not negotiated specific Charges with the Customer and the Customer operates under Lineage's standard rates (for example, in a "tariff letter") Lineage may vary such Charges at any time by giving 14 days' written notice to the Customer.

23.2. Where Charges have been agreed in writing with the Customer (for example, in a "rate letter"), Lineage shall have the right to amend such charges as of 1st of January (the "**Indexation Date**") of each calendar year.

23.3. Notwithstanding clause 23.2, if the cost price, either between the start of the Agreement and an Indexation Date or between Indexation Dates, of Lineage is substantially increased by changes in the cost of labour, equipment, energy, raw materials or other elements, by changes in any Regulations, or by any other factor beyond Lineage's control, Lineage shall be entitled to amend the Charges accordingly. Notwithstanding the foregoing, to the extent that a Surcharge Mechanism (defined below) is already part of the agreed Charges, such Surcharge Mechanism shall apply for those specific costs only in addition to this provision.

23.4. The Agreement contains details of any relevant Electricity Surcharge, Processing and Blending Surcharge, and any other relevant surcharge as may be amended from time to time by Lineage (each a "**Surcharge Mechanism**") as each are applicable and applied to the Charges from the date of the Agreement.

23.5. In additional to clause 23.4 Charges may be subject to additional or new Surcharge Mechanisms applied by Lineage resulting from any cause whatsoever outside of Lineage's reasonable control which causes increased expenditure to Lineage or any of its Affiliates in providing Services under the Agreement.

23.6. The parties acknowledge that the Charges are also predicated on the Customer's

Profile. Lineage may review the Profile and compare the Profile with the actual business being conducted under the Agreement. If there is any material difference between the actual business being conducted under the Agreement and the Profile, then Lineage may adjust the Charges according to the actual business being conducted and apply relevant Charges from the date the Profile changed.

24. Insurance

24.1. No insurance of the Goods will be arranged or provided by Lineage, except upon written agreement with Lineage. All insurances effected are subject to the usual exceptions and conditions of the policies of the insurance company taking the risk. Except as otherwise agreed in writing between the parties, the Customer agrees it will insure its Goods against risk of loss or damage during the term of the Agreement and all storage shall be at the Customer's risk and expense.

24.2. The Customer shall be liable for damage of any nature caused by the Customer, its staff or its Goods regardless of whether such damage was foreseeable or anticipated by Lineage.

25. Third party claims

25.1. No third party shall be entitled to:

25.1.1. rely on any advice given by Lineage to the Customer. The Customer agrees to indemnify and hold Lineage and its Affiliates including their employees, agents and sub-contractors harmless against any claims, damages, losses, costs, liabilities, fines, duties, taxes and penalties (including all associated reasonable costs and expenses) (together, "**Losses**") incurred by a third party or claimed against Lineage by a third party as a result of the performance of Lineage under the Agreement or any such reliance; or

25.1.2. bring a claim against Lineage in relation to the Agreement (including in respect of any Services hereunder or related Goods) and the Customer agrees to indemnify and hold harmless Lineage (including its employees, subcontractors and agents) against any Losses incurred by or claimed against Lineage which exceed the liability level that would have been applicable to Lineage had these Conditions applied in respect of Lineage's liability to the related third party.

26. Liability

26.1. Lineage shall not be liable towards the Customer or any third party for damage, loss, claims, fines and/or expenses, however caused, unless the Customer proves that such damage or that loss or those claims of such Customer or third party has been caused by the wilful misconduct or gross negligence (*dolo* o *colpa grave*) of Lineage. Lineage shall never be liable for any mistakes, including if caused by wilful misconduct or negligence (*dolo* o *colpa*), of any non-supervisory employees, Auxiliary persons or representatives – pursuant to article 1228 of the Italian Civil Code – unless it is proven that the conduct is against public order, pursuant to article 1229 of the Italian Civil Code. In the event the Customer contracts with third parties in connection with the Agreement, the Customer warrants that it will impose the content of this clause on that third party.

26.2. In the event of loss of, damage to or destruction of the Goods for which Lineage is legally liable, Lineage's liability shall be limited to the lesser of the following: (i) the actual cost to the Customer of replacing or reproducing the lost, damaged, and/or destroyed Goods together with transportation costs to the Location; or (ii) the replacement fair market value of such lost, damaged and/or destroyed Goods on the date the Customer is notified of the loss, damage and/or destruction; (iii) the actual historical cost incurred by the Customer of acquiring or producing the lost, damaged, and/or destroyed Goods together with transportation costs to the Location or (iv) a sum calculated at the rate of EUR 1,00 (one Euro) per net kilogram for such lost, damaged and/or destroyed Goods, PROVIDING THAT in the case of loss, damage and/or destruction of or to a part only of the Goods, the weight to be taken into consideration in determining the amount to which Lineage's liability is limited shall be only the net weight of that part regardless of whether the loss, damage and/or destruction affects the value of other parts of the Goods; and Lineage shall be entitled to proof of weight and value of the whole of the Goods and of any part thereof loss, damage and/or destruction.

26.3. The aggregate liability of Lineage for any other losses, damages, claims or expenses other than due to loss, damage and/or destruction to the Goods, for which Lineage can be held liable under this Agreement, is limited per event or series of events due to the same cause to the lesser of: (i) an amount equal to the Charges invoiced to Customer in the period of six (6) months preceding the event causing the damages or loss, or (ii) an amount of EUR 25,000.00 (twenty five thousand euro).

26.4. Notwithstanding anything to the contrary in these Conditions, in no event shall Lineage be liable to the other for punitive, incidental, consequential or special damages, loss of turnover or profit, loss of reputation or goodwill relating to any breach of any obligation under the Agreement or otherwise.

26.5. Lineage shall not be liable for concealed damage, manufacturing defects, leakage from packages or boxes, variations in weights, shrinkage in weights, odour, rot, or taint, or losses caused by reason of defective or insufficient packaging, whether occurring while the Goods are in storage or are being handled or for the failure to detect or remedy the same.

26.6. Notwithstanding anything to the contrary in these Conditions, a shrinkage allowance in each twelve (12) month period of the Agreement applies where there will be no liability for loss, damage or destruction representing 0.2% of the despatched volume of the Goods. Damage or loss in excess of this figure will be subject to the conditions and limits set forth in this clause 26 and any monies owing to the Customer beyond the 0.2% shrinkage shall settled by issuance of credit note to the Customer. This shrinkage allowance will include any misplaced or lost stock that is subsequently found but cannot be sold at usual prices due to reduced shelf life.

26.7. The Customer shall be liable towards Lineage for all loss or damage, expenses, costs, and other charges resulting from the Customer's inaccurate or incomplete information or instructions provided to Lineage, or the Goods having caused death or personal injury, damage to property, environmental damage or any other type of damage or loss, or caused by carriers delivering or collecting Customer's Goods to/from the Location or caused by any person for whom the Customer is responsible.

26.8. Lineage is entitled to make use of auxiliary persons, including independent (sub)contractors, within the limits provided by clause 34 of these Conditions ("**Auxiliary person**"). Whenever an Auxiliary person is confronted with an extra-contractual claim (with regard to or following from the Agreement), it is stipulated on his behalf that the Auxiliary person can invoke the provisions regarding exclusion and limitation of liability stated in these Conditions.

26.9. In the event the Customer contracts with third parties in connection with the Agreement, the Customer warrants that it will impose the content of this clause 26 on that third party.

27. Forfeiture of claims

27.1. All claims against Lineage shall be forfeited if the loss, damage, claim of a third party, fines or expenses have not been notified to Lineage in writing within forty-eight (48) hours after the earlier of the Goods being removed from the Location or Lineage's storage obligations being concluded in accordance with clause 8, unless the Customer proves that the loss, damage, claim of a third party, fines or expenses could not have been notified to Lineage earlier, in such case notification to Lineage is to take place within forty-eight (48) hours following the above mentioned facts have become known to the Customer.

27.2. Except as otherwise agreed in writing between Lineage and the Customer, any legal proceeding or other claim against Lineage arising out of the Agreement shall be forfeited unless legal proceeding are commenced with a court of competent jurisdiction within six (6) months from the date the Customer had knowledge (or should have known had it exercised reasonable care) of such damage, loss, claim, cost or expense for which Lineage is being pursued.

27.3. The Customer shall raise any objections it has in respect of Lineage's invoices within eight (8) days of receipt by the Customer and if no objection is raised within such period the invoice shall be deemed correct in respect of all Charges stated therein.

28. Indemnity

The Customer shall indemnify and hold harmless Lineage and its Affiliates including their employees, agents and sub-contractors against any claims, damages, losses, costs, liabilities, fines, duties, taxes and penalties (including all associated reasonable costs and expenses) incurred by or claimed against Lineage: (i) relating (in whole or part) to the state, condition or nature of the Goods (including in respect of latent defects); or (ii) caused (in whole or part) by any breach of the Customer of the Agreement (including these Conditions) or by Lineage carrying out the Customer's instructions; (iii) relating to non-compliance with any Regulations regarding the Goods; (iv) in relation to any duty or taxation payable or paid by or demanded from Lineage regarding the Goods. In addition, if, in connection with the Agreement, Lineage is held liable by third parties, the Customer shall indemnify Lineage, if and insofar Lineage would not be liable if and when the Customer would have instituted any cause of action pursuant to the Agreement.

29. Ownership and security rights

29.1. The Customer represents and warrants that it either is the: (i) lawful owner of the Goods and they are not subject to any security rights or security interests of others; or (ii) authorised agent of the lawful owner of the Goods and as far as they are aware (after diligent enquiry) they not subject to any security rights or security interests of others, and it has full power and authority to enter into the Agreement and grant the Security Rights (as defined below). The Customer will indemnify, defend and hold Lineage harmless from all liabilities, suits, claims, losses, costs and expenses (including reasonable legal fees) arising from the Customer's failure to comply with this clause 29.1.

29.2. The Customer hereby grants Lineage the right of retention and lien (*privilegio*) over the Goods until any amount owned to Lineage is discharged (hereafter, the "**Security Rights**"),.

29.3. The Security Rights shall also apply as security and collateral for the payment of all such charges, advances, accrued costs, interest and expenses due by the Customer to Lineage and any Affiliate of Lineage or in respect to any other property stored by the Customer in any warehouse or Location owned or operated by Lineage or its Affiliates, wherever located and whenever deposited including all sums owed to Lineage or its Affiliates by the Customer arising from any other transactions or obligations arising from this Agreement, and the Customer assumes the obligation to

grant any other document which could be necessary and/or requested by Lineage to formalize the pledge on those any other property if needed, including date certain at law (*data certa*) requirements.

29.4. If all outstanding amounts due under the Agreement have not been paid after seven days' written notice has been served to the Customer, (i) the pledge over the Goods or any part of them may be enforced by Lineage according to the procedures of the Italian law (whether ordinary judicial, declaratory or execution, extrajudicial), and/or (ii) in event of perishable products, the Customer hereby authorises Lineage to unilaterally sold the Goods or any part of them if Lineage believes that their condition will be materially diminished to satisfy the Security Rights and all related expenses incurred by Lineage in retaining the Goods and enforcing or attempting to enforce the Security Rights. When Lineage accounts to the Customer for any balance remaining after payment of any sum due to Lineage and the costs of sale or disposal, Lineage shall be discharged of any liability whatsoever in respect of the Goods.

29.5. Subject to the Italian law of the Agreement, Lineage shall not be liable for any alleged failure to achieve a sufficient enforcement and/or sale price for the Goods in the event that they are sold or otherwise disposed of by Lineage. Any sale or disposal of the Goods or any part thereof pursuant to clause 29.4 or as otherwise permitted any Regulation shall be at the Customer's risk and cost and Lineage is entitled to sell or dispose of the Goods (or any part) by such method, manner and for such price (if a sale is appropriate and achievable in Lineage's reasonable opinion as opposed to other forms of disposal) as Lineage deems appropriate.

30. Force majeure

30.1. For the purposes of these Conditions a "**Force Majeure Event**" shall be either a direct or indirect, foreseeable or unforeseeable event or circumstance not within Lineage's reasonable control including, without limitation: flood, drought, heatwave, earthquake, volcanic eruption, storm, lightning or other forces of nature; epidemic or pandemic (including Covid-19); terrorist attack including bio terrorism, (civil) war, civil commotion or riots, threat of or preparation for (civil) war, armed conflict; imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any Regulation or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; sabotage; collapse of buildings or other structures, hidden defects of stores/warehouse and/or related installations/equipment or plant; fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts, high absenteeism because of illness among Lineage's staff; inherent nature of Goods such as the perishable nature; lack of capacity or non-performance by suppliers or subcontractors; supply chain disruptions; interruption or failure of a utility service, any failure of electricity, gas or other fuel or equipment or any congestion of roads, waterways, ports or other transport routes.

30.2. Lineage shall not in any event be responsible for any damages or delay in or failure to perform its obligations under the Agreement which are affected by or resulting from a Force Majeure Event.

31. Confidentiality

31.1. Subject to the remainder of this clause 31, each party undertakes that during the term of the Agreement, and for a period of two years after termination of the Agreement, that it will not disclose to any person any confidential information concerning the operations, affairs, business, clients, Affiliates, customers or suppliers of the other party or the terms of the Agreement (together, the "**Confidential Information**"), except that a party may disclose confidential information of the other party if it is:

31.1.1. lawfully in the public domain or lawfully in the possession of a party before disclosure to it has taken place;

31.1.2. to its and its Affiliates' officers, employees, representatives, sub-contractors or professional advisors (each a "**Recipient**") who in each case need to know such Confidential Information in order to perform a party's obligations under the Agreement. Each party shall ensure that its Recipients to whom Confidential Information of the other party is disclosed comply with this clause 31;

31.1.3. required to complete any actions, perform any obligations or enforce any rights under the Agreement;

31.1.4. to its independent legal advisors or auditors;

31.1.5. otherwise required for audit, accounting or internal compliance purposes of any party;

31.1.6. required to disclose by any applicable law or Regulation, administrative or judicial order or court process, by any governmental or regulatory authority or similar body or by the rules or regulations of any rating agency, listing authority, stock exchange or other regulatory body to which such party may be subject; or

31.1.7. obtained from a third person who is entitled to disclose it; or replicated independently by someone without access or knowledge of the information.

31.2. Subject to these Conditions, neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Agreement.

31.3. Notwithstanding anything to the contrary in these Conditions, Lineage reserves the right to: (i) use any Customer data to provide services to the Customer or to improve existing Services or create new services, or for Lineage's internal purposes; and (ii) compile and analyse its collective customer data and to prepare reports, studies, analyses and other work products resulting from such compilation and analysis on an anonymous basis (collectively, the "**Data Derivations**"). Lineage shall have exclusive ownership rights to, and the exclusive right to use such Data Derivations for any purpose; provided, however that Lineage shall not use the Customer's name in connection with such Data Derivations or otherwise distribute Data Derivations which are identifiable as the Customer's data without obtaining the prior consent of the Customer.

32. Data Protection

32.1. The parties agree to comply with all applicable requirements of the Data Protection Legislation in relation to the Agreement.

32.2. Customer agrees it will ensure it has all necessary consents and notices in place to enable the lawful transfer of any personal data from the Customer to Lineage for the purposes of the Agreement.

32.3. The Customer acknowledges and agrees that Lineage and its Affiliates (including their contractors and suppliers) may use personal data obtained from the Customer and its Affiliates (including their personnel, contractors and suppliers) in relation to the provision of the Services or otherwise ("**Customer Data**") for the following purposes:

32.3.1. administering the Agreement (including, without limitation, liaising with any third parties who are relevant to the provision of the Services, assisting with requests, and/or processing or handling of Goods);

32.4. notifying the Customer (including Customer's personnel, contractors and suppliers) of changes or updates in relation to the Services and where relevant these Conditions;

32.4.1. making the Services available to the Customer or any of the Customer's personnel, contractors and suppliers;

32.4.2. for invoicing purposes; and

32.4.3. as otherwise permitted under the Agreement and Lineage's Privacy Notice (which is incorporated into these Conditions and is available on Lineage's website at lineagelogistics.com).

32.5. The Customer acknowledges and agrees that for the purposes of the Data Protection Legislation, Lineage is a data controller of any personal data that the Customer provides to Lineage. Details of how Lineage use Customer Data and how to exercise related rights under the Data Protection Legislation are additionally set out in Lineage's Privacy Notice.

32.6. The following definitions apply to this clause 32:

"**Data Protection Legislation**" means (i) the Italian Data Protection Code; and (ii) to the extent the GDPR, as applicable;

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679;

"**Italian Data Protection Code**" means the Legislative Decree 196/2003 (as amended)

33. Business Transfer

33.1. On a Business Transfer, the Customer agrees to indemnify, hold harmless and keep indemnified Lineage against all liabilities and expenses arising out of, in relation to or in connection with any allegation or claim:

33.1.1. from any Employee on their employment or termination of employment (howsoever occurring) before or within six (6) months after the Transfer Date;

33.1.2. of any omission or failure by the Transferor to comply with its legal obligations regarding any of effected Employee(s);

33.1.3. in relation to the transfer to Lineage in accordance with Article 2112 of the Italian Civil Code of the employment of any person or the applicability of terms of employment (which were not accepted previously by Lineage);

33.1.4. that on or before the Transfer Date any Transferor's act, failure or omission for which Lineage becomes liable for pursuant to Article 2112 of the Italian Civil Code and also for any failure of the Transferor to comply with its obligations under Article 2112 of the Italian Civil Code.

33.2. The following definitions apply to this clause 33:

"**Employee**" means a person employed or previously employed by the Transferor and who is, or whose rights are, affected by a Business Transfer;

"**Business Transfer**" means a situation where Lineage is a Transferee pursuant to Article 2112 of the Italian Civil Code and Article 47 of the Law no. 428/1990 as a result of agreeing to provide or providing Services to or for the Customer's benefit;

"**Transferee**" and "**Transferor**" have the meaning prescribed by Article 2112 of the Italian Civil Code; and

"**Transfer Date**" means the point when the employment of any person (or liabilities relating to such person) are transferred to Lineage under Article 2112 of the Italian Civil Code.

34. Assignment, transfer and subcontracting

34.1. Lineage shall be entitled, at its sole discretion and in whole or in part, to sub-contract, within the limits provided by the National Collective Labor Agreement of Logistics, Goods Transportation and Shipping, assign or otherwise dispose of its rights and/or transfer its obligations (including by way of novation) to: (i) a party taking a collateral assignment to secure repayment of an obligation (provided, however, in such instances Lineage shall provide the Customer with written notice of such assignment); (ii) any partnership, corporation or other entity resulting from a merger or consolidation of Lineage, or other Lineage Affiliate; (iii) any person which acquires all or substantially all the assets of Lineage as a going concern; (iv) any person which acquires control of Lineage (including by means of a purchase of all or substantially all of equity or ownership interests of Lineage); or (v) any of its Affiliates and may affect any such sub-contracting, assignment or disposal and/or transfer its obligations (including by way of novation) by entering into such documentation with any Affiliate as they see fit without the requirement of the Customer to sign any such documentation and the Customer herewith provides its consent to any such sub-contracting, assignment, other means of disposal or transfer (including novation). In the event of any such sub-contracting, transfer, novation and/or assignment, in whole or in part, to any such Affiliate, such Affiliates may enforce this agreement and Lineage may continue to collect and receive all or any portion of the amounts payable by the Customer or any of its Affiliates to such Affiliate-subcontractor/ transferee/assignee under, or in connection with, the Agreement, as agent for and on behalf of such Affiliate sub-contractor /transferee/ assignee of Lineage.

34.2. Lineage may engage sub-contractors to perform its obligations (in whole or part) under the Agreement. Lineage contracts for itself and to the benefit of its sub-contractors with any sub-contractors being entitled to the benefit of these Conditions (including in respect of the limits of liability with these terms and conditions where the Customer agrees not to bring any claims against Lineage's sub-contractors in excess of the amount for which Lineage is liable under these Conditions).

34.3. Where the Customer requests and Lineage agrees to arrange for a third party to perform services for the Customer (including but not limited to the same or similar services provided under the Agreement), any such services so arranged shall be on the basis that Lineage acts as the Customer's agent and bears no responsibility or liability to the Customer for the provision of such related services.

35. Miscellaneous

35.1. The Agreement is drafted in the English language and any notice given under or in connection with the Agreement shall be in English and/or Italian, as the case may be, unless differently agreed with Lineage. All other documents provided under or in connection with the Agreement shall be in English.

35.2. These Conditions have been drafted in the English language and have been translated into Italian for information purposes only. If there is any dispute concerning the interpretation of the same only the English text shall be legally binding. Any legal definitions included in these Conditions which are in the English language, shall be interpreted in accordance with the law of Italy.

35.3. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

35.4. If any clause or part-clause of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Conditions or the Agreement.

35.5. Any clause, term or provision of the Conditions that either expressly or by implication is intended to come into or remain in force on or following termination or expiry of the Agreement shall continue in full force and effect and expiry or of the Agreement shall not affect any rights, remedies, liabilities or obligation of the parties which accrued up to the date of expiry or termination.

35.6. No amendment, variation nor waiver of the Agreement or any provision of in these Conditions shall be effective unless it is in writing and duly executed by each of Lineage and the Customer.

36. Governing law and jurisdiction

36.1. The Agreement (including these Conditions) and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Italy.

36.2. Each party irrevocably agrees that the courts of the city of Milan shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement (including these Conditions) or its subject matter or formation.

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Date:

Customer Signature

Pursuant to and for the purposes of Articles 1341, paragraph II, and 1342 of the Italian Civil Code, the following clauses of the Conditions are specifically approved, after careful reading of the same: 2.4 (Transportation costs to the new Location); 3.2 last sentence (Non-compliance with the delivery obligations); 4.3 (Costs related to storage or handling of Goods not in compliance with the Agreement); 7 (Incorrect statements and communications); 9.1 last sentence (No liability for non-availability or accessibility of berths or loading and unloading places); 9.2 (Compensation for damages for delay); 11.3 (No liability due to third party access at the Locations); 13 (Coats relating to the stack of Goods); 15.1 (Costs relating to the disposal of the Goods); 15.2 (No liability for failure to achieve particular sale price) 15.3 (Collection of Goods close to or already passed their expiry date); 16.3 (Costs for cleaning and/or repair of a Location); 17 (Charges or duties on the Goods); 18.2 (Absence of Lineage's responsibility); 18.4 (Withdrawal, suspension, revocation or termination of any governmental authorization); 20.2 (Termination or Withdrawal); 20.3 (Termination for non-payment of the Charges); 20.4 (Payment of the Charges following the termination or withdrawal); 20.5 (Charges following the termination or withdrawal); 21 (Return of the Goods after termination of the Agreement); 22.1, 22.2, 22.3, 22.4, 22.6, 22.7 and 22.9 (Terms of payment of the Charges and request of additional security); 23 (Changes to charges); 24 (Insurance); 25 (Third party claims); 26 (Liability); 27 (Forfeiture of claims); 28 (Customer's Liability); 29 (Ownership and security rights) 30 (Force majeure); 33 (Business Transfer); 35 (Governing law and jurisdiction).

Customer Signature