

General Terms and Conditions (Annex C)

Subject: Contract for National and/or International Shipment and other related services

This contract for national and/or international shipment services together with the Annexes attached hereto, (this "Contract") is entered into on (the "Effective Date")

Fresh Ways Logistics Ltd, having its registered office located at Lympne Industrial Park, Lympne Hythe, Kent CT21 4LR, United Kingdom ("Fresh Ways"),

and

the client identified in the Signature Page (the "Client"). Collectively referred to as the "Parties".

1. INTRODUCTORY PROVISIONS

1.1 This Contract applies to all services provided by Fresh Ways for the shipment of goods by domestic or international road carriage and other related services required by Client, including but not limited to groupage, loading and unloading of goods, storage, picking and other ancillary services quoted and functional to the shipment (hereinafter the "Services").

1.2 The Parties acknowledge that all the terms and conditions of this contract and quotations have been discussed in advance between the parties and approved by mutual agreement.

1.3 The Parties also mutually acknowledge that Fresh Ways acts in its capacity as freight forwarder in the name and on behalf of its Client.

1.4 The Client acknowledges that, being Fresh Ways a Member of British International Freight Association (BIFA), the contract between the Parties is governed by this term and condition and by the latest published edition of the BIFA Standard Trading Conditions if not in conflict and except if expressly agreed otherwise in writing between the Parties.

1.5 The rate of the Services provided by Fresh Ways and the general terms and conditions of contract are understood and considered to be accepted from the moment Fresh Ways receives the assignment for the shipment and/or this signed contract.

1.6 All figures in the rate are GBP (British Pounds) excluding VAT at the prevailing rate.

1.7 Terms of payment no later than 30 days. After that the account fall overdue and Fresh Ways reserve the right to initiate legal proceedings to recover all outstanding balances and subsequently all credit facilities will be withdrawn immediately.

2. PROCEDURE FOR CONFIRMATION OF SERVICES

2.1 All Services orders must be placed via Fresh Ways by email ('orders@freshwayslogistics.co.uk') by 12:00 noon on the day before the departure date from Fresh Ways S.r.l.'s warehouse in Milan.

2.2 With the Services order confirmation message, the Client undertakes to provide Fresh Ways with all the information necessary for the correct and timely accomplishment of the delivery, including the Purchase Order Number, full delivery address, telephone number, email address and booking details of the consignee.

2.3 If any special requirement or equipment is needed at the delivery place (e.g., tail lift, forklift, small van, etc.) Fresh Ways must be informed at the time of Services order confirmation. In all such cases, additional costs will apply by Fresh Ways. Specific details regarding additional costs are available upon request.

2.4 The Client declares to be aware that shipment orders will be made as the trucks run are planned and that time deliveries, when it is part of the distribution system shared by Clients, are always difficult to be guaranteed. A vehicle kept waiting at one delivery point may lead to several late arrivals. The Client declares that they are aware of this and exempt Fresh Ways from any delays in delivery or any consequential losses.

2.5 In order to optimize the shipment services, the Client declares to ensure that all goods are clearly marked with the consignee's name and full delivery address. The Client shall ensure that the accompanying shipment documentation also includes the full delivery address, product description and temperature at which the goods are to be transported.

3. CHARACTERISTICS OF THE PALLETIZED REFRIGERATED AND FROZEN GOODS TO BE SHIPPED

3.1 All goods must be palletized by the Client and the dimensions of the pallets must not exceed 80 cm x 120 cm. Goods must not overhang beyond the perimeter of the pallet and must not exceed a height of 1,80 metres (including the height of the pallet itself). The total weight of the pallet must not exceed 750,00 Kg. (gross weight). The outer packaging must be fit for purpose and the Client have to apply a seal around the top of the pallet. All pallets must be in good condition and safe for use. Failing to comply with the above restrictions on pallets height and weight, Fresh Ways reserves the right not to load the goods and to charge for the space booked on the truck and the costs incurred. In any case, Fresh Ways can never be held liable for any kind of damage or loss if the pallets are over 1,80 meters or heavier than 750,00 Kg for each pallet.

3.2 The goods entrusted by the Client to Fresh Ways must be foodstuffs intended for human consumption in good condition and without any risk of cross-contamination of other goods being transported. In any case, Fresh Ways will never transport ADR dangerous goods.

3.3 No pallets exchange procedure will be applied.

3.4 The Client declares to be aware and accept that throughout transport, the refrigerators in the trucks are set only to +2 °C / +4 °C for refrigerated products, and -20 °C for frozen products (hereinafter "Preset temperatures"). These Preset temperatures must be considered by the Client as suitable for the refrigerated and frozen products entrusted to Fresh Ways for the shipment.

The Client declares that they will hold Fresh Ways harmless for any damage to refrigerated or frozen goods that have been transported in compliance with the Preset temperatures but which are unsuitable for the goods entrusted by the Client.

3.5 Goods entrusted to Fresh Ways by the Client must be pre-cooled to a temperature of +4 °C for refrigerated goods and -18 °C for frozen goods. If, upon checking during loading, these temperatures are not respected by the Client, Fresh Ways reserves the right not to load the goods and to charge for the space booked on the truck and the costs incurred.

4. RESPONSIBILITY AND INSURANCE COVERAGE

4.1 Without prejudice to the provisions of this contract and subject to clause 4.2 below, all Services are undertaken to latest published edition of the BIFA Standard Trading Conditions.

4.2 If any legislation, to include regulations and directives, is compulsorily applicable to any Services undertaken, these Conditions shall, as regards such Services, be read as subject to such legislation, and nothing in these Conditions shall be construed as a surrender by Fresh Ways of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of this Contract or BIFA Standard Trading Conditions be repugnant to such legislation to any extent, such part shall as regards such Services be overridden to that extent and no further.

4.3 Consequently, Fresh Ways' obligations towards Client, liability for damage and/or loss to goods and rules for limitation of such liability are established by the provisions of the latest published edition of BIFA Standard Trading Conditions.

4.4 In accordance with the requirements for BIFA Members, Fresh Ways guarantees to the Client that it has taken out adequate Insurance cover to protect its civil liability towards third parties. No insurance of the goods will be arranged by Fresh Ways unless clearly stated instructions are given in writing by the Client when confirming the Service order and accepted by Fresh Ways. Any insurance arranged by Fresh Ways shall be placed with insurers on the usual exceptions and conditions of cargo insurance policies and may be declared on any policy available to Fresh Ways. Where Fresh Ways agrees to arrange insurance on the goods, Fresh Ways acts as agent for the Client and shall be entitled to a reasonable arrangement fee and/or commission.

In such event, the limits of liability under clause 26 of BIFA Standard Trading Conditions shall not apply to Fresh Ways.

5. NOTICE OF DAMAGES AND CLAIM

5.1 The Client is aware and agrees that any claim against Fresh Ways arising in respect of any Services shall be made in writing and notified to Fresh Ways at 'help@freshwayslogistics.co.uk' within 14 days of the date upon which the Client became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim, and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred, except where the Client can show that it was impossible for them to comply with this time limit, and that they have made the claim as soon as it was reasonably possible for them to do so.

5.2 The Client must place its remarks on the proof of delivery and provide Fresh Ways with all information, photos of the damaged goods and any other useful evidence.

5.3 The Client is aware and agrees that if the temperature at the delivery destination does not comply with the instructions given by the Client, the driver will print out the temperature recording from the truck's cold storage compartment. If the temperature recording throughout the carriage is within the normal range with tolerable variations, no claim can be made against Fresh Ways. In any case, if the goods were delivered by the Client at a non-compliant temperature as per point 3.5, Fresh Ways shall not be liable for any damage due to non-compliant temperature detected at the destination.

5.4 The Client is aware and agrees that Fresh Ways can only be held liable for lost goods if these can be precisely countable on the pallet. Fresh Ways cannot be held liable for missing contents or weight.

5.5 In any case, the value of the claim cannot be deducted from Fresh Ways' haulage account.

5.6 Fresh Ways shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Services, unless suit be brought and written notice thereof given to Fresh Ways:

(i) in the case of a claim arising out of the loss, damage, mis-delivery or delay of goods, within nine months from the date that the goods were delivered, or where no delivery occurred the date on which the goods had been intended by Fresh Ways to be available for delivery;
(ii) in all other cases, within nine months from the date of the Services alleged to give rise to the cause of action against Fresh Ways, or where the Client can show that it was impossible to comply with this time limit, within six months of the date that the Client became aware, or acting with reasonable diligence ought to have been aware, of the event or occurrence alleged to give rise to a cause of action against Fresh Ways.

For the purposes of clause 5.6(i):

(i) where delivery of the goods does not occur within 7 days of the goods being available for delivery, the nine-month period shall commence on the 8th day after the goods were available for delivery; and

(ii) the date that Fresh Ways intended the goods to be available for delivery shall be Fresh Ways's estimated date of arrival of the goods into the country of destination as advised to the Client, or where there was no such date, the date upon which the vessel, vehicle or aircraft intended to deliver the goods to the country of destination was scheduled to arrive.

5.7

- (A) These Conditions and any act or contract to which they apply shall be governed by English law;
- (B) Any dispute arising out of any act or contract to which these Conditions apply shall, save as provided in (C) and (D) below, be subject to the exclusive jurisdiction of the English courts;
- (C) Where Fresh Ways and/or a Client are located in Scotland or Northern Ireland Fresh Ways is entitled to commence proceedings in the courts of the country where Fresh Ways or Client is located;
- (D) Notwithstanding (B) and (C) above, prior to the commencement of any court proceedings, Fresh Ways is entitled to require any dispute to be determined by arbitration, conducted as follows:
- (i) where the amount claimed by the claimant is less than £400,000, excluding interest, (or such other sum as Fresh Ways and Client may agree, and subject to (iii) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (ii) where the amount claimed by the claimant is less than £100,000, excluding interest, (or such other sum as Fresh Ways and Client may agree, and subject to (iii) below), the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (iii) where neither (i) nor (ii) above applies, the reference shall be to three arbitrators in accordance with the LMAA Terms applicable at the date of the commencement of the arbitration proceedings.
- (E) Disputes between the same parties arising out of more than one contract or act may be brought together in a single arbitration.

6. FUEL SURCHARGE

6.1. The Parties acknowledge that a reasonable allowance for the price of fuel used by Fresh Ways or its subcontractors in providing all the services is provided for within the rates. However, given the ongoing uncertainties and constant fluctuations in fuel prices on the global oil markets due to the recent conflicts in the Middle East, and in order to transfer this risk to the Client, the Parties agree that the charges for the domestic and international transport services under this agreement shall be subject to a variable component known as the Fuel Surcharges (hereinafter "FSC").

No surcharge shall apply when the price remains at or below the Base Prices as defined below. Fresh Ways shall inform the Client of the applicable FSC percentage. Upon request, Fresh Ways shall provide the Client with the official data or other supporting documentation used to calculate the FSC.

For **UK domestic transport** the Parties agree the FSC shall be calculated based on the fuel cost as at 26th February 2026 (i.e. the average cost for February 2026), amounting to p 141,22 per litre (i.e. the "UK Base Price"). The update and corresponding adjustment will be monthly, with the first one on 31st March 2026. The reference index will be the official data from the Department for Energy Security and Net Zero (DESNZ), '<https://www.gov.uk/government/statistical-data-sets/oil-and-petroleum-products-monthly-statistics>'. The Parties also acknowledge the impact of fuel price on transport service costs is set at 33%.

For **international carriage from Italy**, the Parties agree the FSC shall be calculated based on the fuel cost as at 3rd March 2026 (i.e. the average cost for February 2026), amounting to € 1,700.87 per 1,000 litres (i.e. the "Italian Base Price"). The update and corresponding adjustment will be monthly, with the first one on 7th April 2026. The reference index will be the official data from the Italian Ministry of the Environment and Energy Security published on the first Tuesday of each month at '<https://sisen.mase.gov.it/dgsaie/prezzi-mensili-carburanti>'. The Parties also acknowledge the impact of fuel price on transport service costs is set at 33%.

Practical example of calculation method of FSC for international carriage from in Italy: the surcharge for each month is based on the average fuel cost recorded in the previous month.

- Pallet rate: € 100
- Average fuel increase with respect to previous month: +10%
- Calculation FSC and applicable tariff: € 100 + [€ 100 × (33% × 10%)] = € 103,33.

ANNEX A: Tariff schedule;

ANNEX B: Privacy Policy

ANNEX C: General Terms and Conditions

**Electronically signed by the Data Controller
in accordance with the Electronic Communications Act**

Read, approved, and signed in Lympne,

The Client

Nicola Sorace
CEO

