

1. Operation

- 1.1 These terms and conditions (including the additional terms in Annexure A) (**General Terms**) apply to the provision of Services by Lineage to the Customer.
- 1.2 Any instruction to Lineage by the Customer for Services or presentation or continued storage of Goods to Lineage will be deemed the Customer's acceptance of the General Terms.
- 1.3 Additional details relating to the Services (including the Rates) will be set out in the Commercial Schedule. If there is any inconsistency between these General Terms and the Commercial Schedule, the Commercial Schedule prevails.
- 1.4 If a Customer has not entered into a Term Contract, then the Customer is 'casual'.
- 1.5 Different rights and obligations under these General Terms might apply to Customers on a Term Contract (including as set out in clause 15) compared to those procuring Services on a casual basis. These Terms identify where such differences apply.

2. Term

- 2.1 If the Customer is on a Term Contract, the Contract between the Customer and Lineage will apply for the relevant Term.
- 2.2 If the Contract does not include a specific Term, or where the Term expires, these General Terms will apply from Customer's acceptance of these General Terms (as set out in clause 1) until completion of the Services by Lineage.

3. Updates and amendments

- 3.1 Lineage may update or amend these General Terms from time to time as provided in clause 31. The current version of these General Terms is available to access via Lineage's Website (<https://www.onelineage.com/general-terms>).
- 3.2 In some cases, such as where a Customer is on a Term Contract, updates might not apply. See clause 31 for further details.

4. Exclusion of Customer terms

- 4.1 The General Terms apply to the exclusion of any other Customer terms included or referenced on any instruction, purchase order or other transaction documentation (other than mutually agreed amendments in the Commercial Schedule).

5. New Zealand Consumer Law

- 5.1 Nothing in the Contract excludes, restricts or modifies any condition, warranty, right or remedy conferred on the Customer by New Zealand Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement.
- 5.2 If and to the extent that the *Consumer Guarantees Act 1993* applies to the supply of the Services, the parties:
- (a) acknowledge and agree that they are both in trade (as defined in that Act); and
 - (b) agree to contract out of the provisions of that Act such that those provisions will not apply to the supply of the Services.

6. Supply of Services

- 6.1 Without limiting clause 5, Lineage agrees to perform the Services:
- (a) to the standard of care, skill and diligence of a reasonable and prudent operator experienced in providing services similar to the Services and in accordance with any obligations set out in the Contract, including by:
 - (i) appropriately training its personnel in providing the Services; and
 - (ii) working in a cooperative manner with the Customer;
 - (b) in accordance with laws applicable to Lineage, including by holding and maintaining licences relevant to the Services; and
 - (c) on the working days and during the hours specified in the Contract (if any) (and otherwise during the standard operating hours of the relevant Facility).
- 6.2 Except to the extent otherwise agreed in writing with the Customer, Lineage:
- (a) may carry, store, handle, remove, assemble, erect, pack, unpack, load, unload and/or consolidate the Goods with others in the ordinary course of its operations, including for the efficient provision of the Services;
 - (b) will in its discretion determine the location and storage of Goods and sequencing and method of providing the Services within the Facility (including method of stacking, height and size of stacks, distance from the ceiling/walls/doors, use of dunnage and degree of segregation or comingling with other products);
 - (c) will provide to the Customer and its representatives reasonably necessary access (no more than once per calendar year) to relevant parts of the Facility (as determined by Lineage) for inspection of the Goods by prior mutual agreement and subject to any reasonable conditions imposed by Lineage;
 - (d) subject to clauses 5 and 15, provides no warranty to the Customer of any minimum or guaranteed capacity of storage, handling or other services in respect of the Goods, Services or any specific Facility; and
 - (e) may change the location or Facility from which it provides the Services to the Customer on reasonable notice (having regard to, non-exhaustively, the volume of Goods stored by the Customer at the Facility, whether the

Customer is on a Term Contract or casual, and any costs which may be incurred by the Customer as a result of the change), including in circumstances where Lineage intends to undertake works at the Facility.

- 6.3 Subject to clause 5, references to volumes or quantities in a Profile will not be construed as a commitment from Lineage in respect of the same unless agreed in writing as part of a Volume Guarantee.
- 6.4 For casual Customers only: Lineage may refuse, prior to delivery to Lineage of the Goods, to provide Services in respect of some or all of the Goods and/or in relation to a particular Facility at its discretion.
- 6.5 For all Customers: Lineage may refuse to provide Services where Goods are Dangerous Goods, do not comply with these General Terms or are outside of the agreed Profile or specification or if any services requested by the Customer are outside the agreed scope.
- 6.6 Where reasonably practicable, Lineage will provide prior notice of Lineage's refusal, including reasons. Customer will not be charged for non-performed Services (and pre-paid amounts (if any) for non-performed Services will be refunded).

7. Customer's obligations

- 7.1 Unless otherwise expressly agreed by Lineage in writing, the Customer (and its personnel, agents and contractors (as applicable)) must:
- (a) ensure all Goods (including packaging) presented to Lineage for performance of the Services comply with Standard Requirements;
 - (b) ensure all Goods are in correct quantities, good, proper and undamaged condition, free from foreign objects, within applicable specifications and in a state to be safely handled and stored on an ongoing basis;
 - (c) comply with all applicable laws and Sanctions and not engage in any act or omission that would cause Lineage to breach applicable laws or Sanctions;
 - (d) comply with all applicable Lineage policies and procedures relevant to the Services or health, safety, site operations and/or traffic management at the Facility as advised by Lineage from time to time;
 - (e) work cooperatively with Lineage and comply with all reasonable instructions given by Lineage's authorised representatives from time to time in connection with the efficient delivery of the Services;
 - (f) specify to Lineage the temperature and other requirements for the Goods during the provision of Services and if applicable, pay any additional charge levied by Lineage for blast freezing or bringing the Goods to their correct temperature;
 - (g) subject to clause 10, not present for the provision of Services any Dangerous Goods;
 - (h) not cause or permit any annoyance, nuisance, grievance, disturbance or damage to persons or property at the Facility or interference with Lineage's continuing use of the Facility;
 - (i) pay to its suppliers, when due, all charges for Storage Media and other items or services consumed or used in relation to the Goods or Services; and
 - (j) promptly notify Lineage of any change of circumstances affecting the Customer which may impact the Goods, the provision of the Services or the Contract (including any obligation to pay Rates), including any change to its address or name or any change in Control, or Insolvency Event, affecting the Customer.

8. Reliance on information & special instructions

- 8.1 The Customer acknowledges that Lineage's ability to properly provide the Services is dependent on the Customer providing it with accurate and complete details and instructions relating to the Goods and the Customer's requirements.
- 8.2 The Customer must promptly provide Lineage with:
- (a) all relevant information and documentation relating to the Goods and/or for the proper performance of the Services, including all information for the Customer's Profile as well as, product descriptions, pallet details, food safety information, required storage, handling and/or transport conditions and sender and receiver addresses; and
 - (b) written instructions concerning any special treatment, method or requirement of storing, handling or transporting the Goods necessitated by the nature or condition of the Goods and/or any laws or regulations specific to the Goods with which Lineage must comply.
- 8.3 The Customer must obtain Lineage's written agreement to provide the Services in compliance with instructions of the type referred in clause 8.2(b) prior to presentation of the Goods. Lineage may require the Customer to pay additional costs for such special treatment, methods or requirements as a condition of any such agreement by Lineage.
- 8.4 The Customer warrants the truth, accuracy and completeness of all information that it provides to Lineage in connection with the Goods and/or Services and agrees that Lineage is not responsible for any damage, loss, discrepancy or error to the extent caused by the Customer's failure to comply with clause 8.2.
- 8.5 Without limiting clause 6.1, where the Customer does not provide the information described in this clause 8, Lineage will provide the Services in accordance with its

temperature, storage and handling and/or transport standards and procedures and good warehousing and/or transport practices.

9. Inspection

- 9.1 Unless otherwise agreed in writing, Lineage is not obliged to inspect, examine, measure or weigh the Goods upon receipt.
- 9.2 Lineage will use reasonable endeavours to advise the Customer of any obvious damage, discrepancy or other non-compliance affecting the Goods upon receipt (excluding concealed or latent defects).
- 9.3 If any identifying label or mark relating to the Goods is lost, damaged, destroyed or defaced on delivery, or if Lineage reasonably believes that any Goods do not match their description, Lineage may take reasonable action to inspect the relevant Goods and determine the nature, condition, ownership or destination, including breaking bulk, opening any pallet, carton, wrapping, packaging or other container within which the Goods are contained or held.
- 9.4 Lineage must take reasonable steps to minimise any damage to the Goods but is not liable to the Customer for Loss resulting from action taken reasonably in accordance with clause 9.3 unless due to any cause listed in clause 19.3.

10. Dangerous & non-conforming Goods

- 10.1 The Customer accepts responsibility for identifying and notifying Lineage of any Goods which are Dangerous Goods.
- 10.2 The Customer must present a full written description and obtain Lineage's prior written consent to accept or provide Services in respect of any Dangerous Goods. Consent will be given or withheld by Lineage at its discretion and may be given subject to conditions and/or additional charges.
- 10.3 Without limiting clause 7.1(g), if in Lineage's reasonable opinion any Goods are:
- Dangerous Goods and Lineage has not consented to accept or provide Services for such Dangerous Goods pursuant to clause 10.2, or
 - do not comply with clause 7.1 or the warranties in respect of Goods set out in clause 16.1,

Lineage may, with notice to the Customer (which will, where practicable, be in advance), take all reasonable action to deal with those Goods, including refusing to accept such Goods, requiring the Customer to remove such Goods from the Facility without delay and/or itself removing or relocating them from any Facility and/or returning them to the Customer, in each case at the Customer's cost and risk. For the avoidance of doubt, Lineage may act immediately and without prior notice where it reasonably considers there is an imminent risk to health, safety or the environment.

- 10.4 Lineage is entitled to charge reasonable Rates for any action taken by Lineage in accordance with this clause 10.

11. Rates, payment and invoicing

- 11.1 The Customer must, except as otherwise agreed in writing, pay to Lineage within the Payment Terms, the Rates and any Additional Charges (as applicable). This is a material term of the Contract.
- 11.2 Unless otherwise agreed in writing, Lineage is entitled to submit weekly invoices to the Customer.
- 11.3 The Customer must pay any amounts owing to Lineage under this clause 11 in full without set-off, counterclaim or deduction and in cleared funds.
- 11.4 The Customer must notify Lineage in writing of any alleged error(s) or other discrepancies on an invoice which are genuinely disputed by the Customer within ninety (90) days after the date of such invoice (or such other period of time agreed in writing by the parties). The Customer's notification must include sufficient detail, supporting information and a valid basis for the dispute to allow the relevant error or discrepancy to be efficiently investigated.
- 11.5 On receipt of notice of a disputed invoice under clause 11.4, each party must provide a representative to attempt in good faith to resolve the alleged error or discrepancy within fourteen (14) days, failing which either party may elect to initiate the dispute resolution process set out in clause 28.
- 11.6 The Customer is liable to pay to Lineage on demand interest calculated at the Interest Rate on any Rates or other moneys invoiced to and/or payable by the Customer which remain unpaid after the due date for payment. Interest will be calculated from and including the relevant due date and will continue to accrue on a daily basis until the date payment is received by Lineage.
- 11.7 Without limiting clause 11.9, if the Rates or any other amounts payable to Lineage under the Contract remain unpaid thirty (30) days after the due date for payment, or if the Customer repeatedly fails to make payment in accordance with the Payment Terms, Lineage may in its sole discretion by notice to the Customer:
- suspend or refuse the provision of Services requested by the Customer (or any third-party having an interest in the Goods) until such time as the payment default has been remedied; and/or
 - withdraw or change any terms of credit in place with the Customer, including placing the Customer's account on credit hold.
- 11.8 Without limiting clause 11.9, if the Rates or any other amounts payable to Lineage under the Contract remain unpaid ninety (90) days after the due date for payment,

Lineage may, in its sole discretion and in addition to the actions described in clause 11.7, by notice to the Customer:

- take action to recover the overdue amounts (including referral to a collection agency) and/or issue a payment default against the Customer and charge the Customer all reasonable costs including all legal costs on a solicitor/client basis and any collection agency charges incurred by Lineage, up until the date of payment;
- have recourse to any Guarantee provided by or in relation to the Customer; and
- take any one or more of the following actions in respect of any of the Customer's Goods remaining at a Facility:
 - remove all or any of the Goods from the Facility;
 - store the Goods at an alternative location;
 - return the Goods to the Customer;
 - dispose of the Goods; and/or
 - open and sell all or any of the Goods and apply the proceeds to discharge amounts owing to Lineage and/or exercise the lien under clause 38,

in each case at the Customer's risk and reasonable cost and without any liability on the part of Lineage to the Customer for any Loss relating to such action.

- 11.9 Clauses 11.7 and 11.8 do not limit Lineage's rights under clause 25 and apply provided such unpaid amounts are not the subject of a genuine dispute already notified to Lineage strictly in accordance with clause 11.4 or referred to dispute resolution under clause 28.
- 11.10 All costs incurred by Lineage in exercising its rights or taking action permitted under clauses 11.7 and 11.8 will be a debt due and payable by the Customer to Lineage on demand.
- 11.11 Lineage TRS may invoice and collect/receive all or any portion of the amounts payable by the Customer to Lineage under or in connection with the Contract, as agent for and on behalf of Lineage Logistics New Zealand or any of its other Affiliates.

12. Rate adjustments

- 12.1 Subject to clauses 12.2 to 12.5, Rates are valid for the rate validity period (if any) specified in the relevant Commercial Schedule.
- 12.2 Lineage may make adjustments to the Rates during the Term in accordance with the mechanism (if any) set out in the relevant Commercial Schedule. On expiry of the Term, or if no Rate adjustment mechanism is agreed in a Commercial Schedule, or if there is no specified Term for the Contract, Lineage may adjust the Rates at its discretion by providing not less than thirty (30) days' prior written notice to the Customer (and such adjusted Rates will apply to any new Services instructed by Customer from that date).
- 12.3 Adjustments to the Rates will be made by Lineage based on factors relevant to the Customer's Profile and Lineage's cost of operating and/or providing the Services from time to time, which may include:
- changes to the Customer's requirements or Profile;
 - changes in any component of Lineage's costs of providing the Services or operating the Facility (including utilities, fuel, water, rates, land tax, insurance and/or labour);
 - any new or increased tax, duty, charge, levy or entitlement (including mandated wage minimums) imposed by government or any other authority; or
 - changes to applicable law or regulation, procedure or industry practices which alters or varies the cost of providing the Services.
- 12.4 Despite clause 12.2, Lineage (acting reasonably) is entitled at any time during the Term to apply reasonable additional adjustments or surcharges to any Rates on notice to the Customer (which may be less than thirty (30) days) in the event of any extraordinary market movement of relevant inputs (e.g. fuel, electricity or labour) or other exceptional and unforeseen event (e.g. flood, inclement weather, road or rail closure) where such occurrence or circumstance has a material and significant impact on Lineage's cost of providing the Services.
- 12.5 For the avoidance of doubt:
- the Customer may be required to pay additional Rates notified by Lineage in accordance with this clause 12 for additional or varied services requested by the Customer which are outside of any previously agreed scope or the Profile; and
 - this clause 12 does not prevent or limit Lineage from reviewing applicable Rates in accordance with any review mechanism agreed by the parties, including in connection with a Volume Guarantee (if applicable).

13. GST

- 13.1 Words used in this clause 13 that have a defined meaning in the *Goods and Services Tax Act 1985 (GST Law)* have the same meaning as in the GST Law unless the context indicates otherwise.
- 13.2 Lineage's quoted charges including those set out in any Commercial Schedule represent the GST exclusive value of the supply for GST purposes.

- 13.3 To the extent that any supply made under or in connection with the Contract is a supply for the purposes of the GST Law, the recipient must pay, in addition to the amounts provided under the Contract for that supply (**supply charge**) an amount (**additional amount**) equal to the amount of the supply charge (or its GST exclusive open market value) multiplied by the rate at which GST is imposed in respect of the supply. The Customer must pay the additional amount at the same time as the supply charge to which it is referable.
- 13.4 Whenever an event arises in respect of a supply to which clause 13.3 applies such that section 19N of the GST Law applies:
- Lineage must determine the amount of the GST component of the charges payable; and
 - if the GST component of the charges payable differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the Customer, as applicable.
- 13.5 Lineage will issue a tax invoice to the Customer of a supply to which clauses 13.2, 13.3 and 13.4 apply.
- 13.6 If either party is entitled under the Contract to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with the Contract, the reimbursement or indemnity payment will be determined net of any GST input tax or deduction from output tax available to the other party (or, where the other party is a member of a GST group, its representative member).
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- 14. Storage Media**
- 14.1 Lineage may provide use or access to Storage Media as part of the Services. Storage Media provided by Lineage may be owned by Lineage, sourced/hired by Lineage and/or recorded against Lineage's account with the relevant Storage Media provider.
- 14.2 Storage Media must be accounted for, and otherwise handled, in accordance with the control systems specified in Lineage's applicable policies (if any) as provided to the Customer, referred to or contained in the Contract, or published on Lineage's Website, and as amended from time to time (and reasonably notified to the Customer).
- 14.3 The Customer must pay all applicable Rates relating to Storage Media provided by Lineage and all amounts properly due and owing by the Customer to its other third-party Storage Media providers.
- 14.4 The Customer must maintain Storage Media provided by Lineage so that it remains in substantially the same condition as it was in when provided to Customer (other than reasonable wear and tear), and must not cause, or allow to be caused, any damage to Storage Media.
- 14.5 The Customer must ensure that all transactions concerning the movements of Storage Media are recorded by way of a valid pallet transfer or equivalent transaction document. Unless otherwise agreed by Lineage, Exchanges and/or outstanding balances/IOU's in relation to Storage Media are not permitted.
- 14.6 For inbound movements, Lineage will not accept any transfers of Storage Media from the Customer to Lineage where a valid pallet transfer, equivalent transaction document or other suitable proof of delivery document is not provided at the time of collection by or delivery to Lineage of the relevant Goods.
- 14.7 For outbound movements, unless otherwise agreed by Lineage (including if specified in the Contract), the Customer is responsible to ensure that all Storage Media (excluding where designed for single use) delivered by Lineage into the custody or control of the Customer, or any other recipient as directed by the Customer, is:
- if such Storage Media is owned by Lineage, returned to Lineage within seven (7) days; and
 - if such Storage Media is sourced/hired by Lineage and/or recorded against Lineage's account with the relevant Storage Media provider, transferred to the Customer or other recipient's account with the Storage Media provider (with such transfer being effective as at the date of delivery) within fourteen (14) days.
- 14.8 Lineage is entitled to recover from the Customer any reasonable costs and expenses incurred as a result of or in connection with the Customer's failure to comply with these General Terms (including clauses 14.2 and 14.7).
- 14.9 The Customer acknowledges that Lineage's Storage Media providers may from time to time increase their hire rates. Lineage may, on reasonable notice, pass through any changes to any Storage Media providers' hire rate (if the relevant Storage Media is not owned by Lineage).
- 14.10 Lineage is not responsible for the maintenance, repair or replacement of any Storage Media which is caused by normal wear and tear or to the extent caused, or contributed to, by the Customer or any of its personnel, agents, or contractors, or other outbound recipient directed by the Customer.
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- 15. Volume Guarantees**
- 15.1 The Customer and Lineage agree to be bound by any Volume Guarantee(s) (if any) set out in the Commercial Schedule for the Term. The Customer acknowledges and agrees that each Volume Guarantee:
- is reasonably necessary and in the interests of both parties to:
 - accommodate the anticipated Services required by the Customer and provide a level of certainty to the Customer in relation to the availability of such Services;
 - compensate Lineage for reserving such capacity for the Customer to the exclusion of other potential customers of Lineage; and
 - is not greater than necessary to protect both parties' legitimate business interests.
- 15.2 Lineage will use reasonable endeavours to accommodate Customer requests for Services capacity exceeding the Volume Guarantee however this is not guaranteed.
- 15.3 Unless otherwise set out in the Commercial Schedule, Rates applicable to a Volume Guarantee for storage are calculated based on Subsequent Storage balance at commencement of the relevant week. The Customer must pay applicable Rates relating to the Volume Guarantee whether or not the Customer actually utilises such capacity. Goods introduced to the Facility during the relevant week are subject to applicable Rates for Initial Storage as set out in the Commercial Schedule and are not counted towards the Volume Guarantee. If Customer's Subsequent Storage balance:
- is less than the Volume Guarantee, the Customer's invoice in relation to Subsequent Storage will be adjusted upwards to the Volume Guarantee capacity; or
 - exceeds the Volume Guarantee, the Customer's invoice in relation to Subsequent Storage will be calculated based on actual Subsequent Storage balance.
- 15.4 The Customer must provide Lineage with accurate forecasts on an ongoing basis regarding its future requirements for the Services and may advise Lineage with not less than two (2) months' advanced written notice if it will not require some or all of the capacity (**Surrendered Capacity**) the subject of a Volume Guarantee for any given month(s) of the Term.
- 15.5 If the Customer provides notice in accordance with clause 15.4, the Customer will surrender its right to have the Surrendered Capacity reserved for it for the stated period and Lineage will use reasonable endeavours to re-allocate the Surrendered Capacity to other customers on equivalent terms, having regard to both capacities and applicable Rates.
- 15.6 If Lineage is able to re-allocate some or all of the Surrendered Capacity, the Customer's obligation to pay in respect of that re-allocated portion of the Volume Guarantee capacity will be reduced to the extent of and for the period of that re-allocation.
- 15.7 For the avoidance of doubt, if despite the Customer's compliance with clause 10.3, Lineage is unable to reallocate some or all of the Surrendered Capacity as contemplated in clause 15.5, then unless where these General Terms state otherwise, the Customer will remain liable to make payment in respect of that portion of the Surrendered Capacity not reallocated such that Lineage continues to receive the full payment according to the agreed terms of the Volume Guarantee.
- 15.8 Lineage or the Customer may request a permanent adjustment to a Volume Guarantee effective from each annual anniversary of the commencement of the term of that Volume Guarantee by providing not less than one-hundred and twenty (120) days prior written notice to the other party detailing the nature of the adjustment requested (and such adjustment will be effective from such annual anniversary date).
- 15.9 For the agreed term of a Volume Guarantee:
- Lineage is not entitled to require removal of some or all of the Goods from the relevant Facility under clause 26.1;
 - neither party is entitled to terminate the Contract for convenience under clause 26;
 - an event of Force Majeure does not relieve the Customer from any obligation in relation to the Volume Guarantee other than as provided in clause 21;
 - Lineage may exercise its rights to adjust the Rates under clause 12 by notice to the Customer, provided that:
 - subject to clause 15.9(e), if the Customer does not accept the adjusted Rates as they apply to the Volume Guarantee, then within seven (7) days after receipt of Lineage's notice the Customer may advise Lineage in writing of its intention to terminate the Contract;
 - upon receipt of the Customer's notice, Lineage must promptly advise the Customer of its election to either:
 - maintain the non-adjusted Rates, in which case the Contract and Volume Guarantee will remain in place on the terms existing immediately prior to Lineage's proposed adjustment; or
 - confirm the adjustment to the Rates, in which case the Customer's termination of the Contract will be effective from the date upon which the adjusted Rates come into effect; and
 - the Customer is not entitled to terminate the Contract or any Volume Guarantee pursuant to this clause where Lineage adjusts Rates according to a rate adjustment mechanism expressly agreed by the parties.
- 15.10 In the case of valid termination of the Contract by the Customer in accordance with this clause 15, Lineage will provide the Customer with a refund of any Rates paid in

advance for the Services (if any) under a Volume Guarantee for the period after the effective date of termination which are not subsequently provided by Lineage.

16. Warranties

- 16.1 The Customer warrants throughout performance of the Services that:
- (a) it is the owner or the authorised agent of the owner of the Goods;
 - (b) the Goods are free from any encumbrance, charge, lien or any other Security Interest other than those disclosed to Lineage in writing in advance of the relevant Services;
 - (c) the Goods comply with these General Terms and are fit to be handled, transported and stored in accordance with the Contract;
 - (d) it has fully, accurately and adequately described and labelled all Goods as to their nature, weight, measurements, provenance, expected shelf life and lot number;
 - (e) it has complied with all applicable laws and regulations relating to the Goods, including notification, classification, description, labelling, transport, packaging and storage;
 - (f) the person delivering or collecting the Goods is authorised to do so by the Customer and (if applicable) to sign for any delivery or collection document on behalf of the Customer;
 - (g) the Goods are not Dangerous Goods and will remain free of any objectionable matter or odours that may affect other goods in storage or transit, unless the condition of the Goods has been notified in advance and Lineage has expressly accepted this in writing;
 - (h) the Goods will be delivered to Lineage in accordance with the Standard Requirements;
 - (i) it will not cause Lineage to store, handle or transport the Goods in any way that could be unlawful; and
 - (j) it has disclosed to Lineage and will promptly notify Lineage of any future conviction, judgment or finding of any court or tribunal relating to the Customer, its Affiliates, or any director, other officer or major shareholder of the Customer or any of its Affiliates.
- 16.2 The Customer indemnifies Lineage against any Loss suffered or incurred by Lineage in connection with any breach of the above warranties by the Customer, provided that:
- (a) the Loss will be reduced proportionately to the extent Lineage has caused or contributed to the Loss; and
 - (b) Lineage must take reasonable steps to mitigate its own Loss.

17. Insurance & risk

- 17.1 The Customer acknowledges and agrees that Lineage is not obliged to insure the Goods and the Rates do not include any allowance for Lineage to carry insurance in relation to the Goods.
- 17.2 Risk and title in the Goods remains with the Customer at all times during performance of the Services.
- 17.3 The Customer must take out and maintain during performance of the Services adequate insurances against loss of, damage to or destruction of the Goods, including in relation to Insured Risks.
- 17.4 If during receipt by Lineage any Goods are obviously damaged, short/missing or do not comply with these General Terms (other than due to an act or omission of Lineage), without affecting clause 9, Lineage's responsibility in respect of those Goods is limited to using reasonable endeavours to provide notice and seeking further direction from the Customer.
- 17.5 The Customer agrees it will not seek to claim or assert that Lineage is liable or responsible for any Loss relating to the Goods which is caused by any acts or omissions of the Customer, its personnel, agents or contractors.

18. Loss or damage to Goods

- 18.1 Subject to clause 5, this clause 18 and the limitations in clause 19, Lineage is responsible to the Customer for damage to, loss of or discrepancy in the Goods or Loss suffered by the Customer in connection with the Services occurring whilst the Goods are in Lineage's (or its subcontractor's) possession to the extent caused directly by any negligence, breach of law applicable to Lineage or, where Lineage is legally liable, breach of an express term of the Contract, by Lineage.
- 18.2 Lineage is not liable for and is not required to make good any damage, loss or discrepancy affecting the Goods or other Loss in relation to the Services:
- (a) to the extent caused or contributed to by any act or omission of the Customer or any of its personnel, agents, suppliers or contractors, including incorrect loading, handling, insufficient and/or unsuitable packing or any design, manufacturing or packaging fault or any discharge or cross-contamination of any nature from any of the Customer's other Goods;
 - (b) existing on receipt by Lineage (including where Goods are not in correct quantities, not in good, proper and undamaged condition or are outside applicable temperature or other specifications);

- (c) to the extent caused or contributed to by ordinary loss in weight/volume, shrinkage or leakage, variations in quality, weight, measurements, shades, tints and colours in the ordinary course, wear and tear or product deterioration from extended storage;
- (d) falling within the Ullage Allowance; or
- (e) caused by a delay beyond Lineage's reasonable control or any Force Majeure event.

- 18.3 The parties acknowledge and agree that due to the nature of the Goods and the Services it is reasonably necessary and in both parties' interests to ensure that all claims for damage, loss or discrepancy affecting the Goods and/or Loss in relation to the Services are submitted promptly to afford both parties a reasonable opportunity to investigate, preserve and access information regarding the circumstances of the claim.
- 18.4 The Customer must bring any claim for damage, loss or discrepancy affecting the Goods within thirty (30) days (or other such period as agreed in writing by the parties) after the earlier of the date the relevant Goods leave Lineage's possession or Lineage's completion of the relevant Services.
- 18.5 The Customer's claim must be submitted in writing via the method reasonably specified by Lineage from time to time (including any customer claims portal, if applicable, although exceptions may apply such as where the portal cannot be reasonably accessed by the Customer). The Customer must provide sufficient details and supporting documentation to allow proper assessment of the claim by Lineage, including details of the relevant Facility or Services, a description of the incident, the basis of Lineage's liability and substantiation of the amount claimed.
- 18.6 Subject to clause 5, claims for which Lineage is liable under these General Terms will be settled by issuance of a credit note against the Customer's account unless otherwise agreed by Lineage (or unless no amounts are owing by the Customer, in which case the Customer may request to be paid by way of bank transfer).
- 18.7 The Customer acknowledges that despite all reasonable care and attention on the part of Lineage, Ullage can occur as a normal part of the Services. Except to the extent required by law, including under clause 5, Lineage will have no liability to the Customer for Ullage that falls within the Ullage Allowance and the parties have taken this into account in negotiating the pricing for the Services.
- 18.8 The Ullage Allowance will be applied as a reduction to any claim amount relating to damage to, loss of or discrepancy in the Goods for which Lineage is otherwise liable to the Customer under these General Terms.
- 18.9 The amount of any damage to, loss of or discrepancy in the Goods which contributes towards the Ullage Allowance will reset to zero on 1 January each calendar year.
- 18.10 Except in the circumstances described in clause 19.3 and subject to clause 5, Lineage is not liable to compensate the Customer for demurrage or any associated loss or damage arising from delay in loading, unloading or storing the Goods or performing the Services.
- 18.11 Each party must use reasonable endeavours to mitigate Loss it suffers under or in connection with the Contract.

19. Limitations on liability

- 19.1 To the maximum extent permitted by law, and subject to clause 5:
- (a) any representation, warranty, condition or undertaking that would be implied in the Contract by legislation (other than a Consumer Guarantee, if applicable), common law, equity, trade, custom or usage is excluded; and
 - (b) neither party will be liable to one another for any Consequential Loss.
- 19.2 Notwithstanding any other provision of the Contract and subject to clauses 18.7 and 19.3, Lineage's maximum aggregate liability for:
- (a) any claim for damage to, loss of or discrepancy in the Goods or Loss in connection with the Services (for which Lineage is liable under clause 18) is limited to the Manufactured Cost of the relevant Goods; and
 - (b) any other Loss arising out of or in connection with the Contract, whether from a single event or a series of events, is limited to the aggregate of all Rates paid under the Contract in the twelve (12) months preceding the event giving rise to the claim,
- whether such liability arises in contract, tort (including negligence), under an indemnity or any other cause of action.
- 19.3 The limitations of liability set out in clause 19.2 do not apply in relation to Lineage's liability for fraud, criminal conduct, Gross Negligence, wilful misconduct or liability which cannot be limited or excluded by law.
- 19.4 The Customer acknowledges and agrees that:
- (a) the Manufactured Cost is limited to a maximum of NZ \$2.00 per kilogram or such other amount specified in a Commercial Schedule; and
 - (b) clause 19.4(a) above and the other limitations of liability in this clause 19 have been taken into account in negotiating the Rates for the Services.
- 19.5 The Customer may request by prior written notice to Lineage before performance of the relevant Services an increase to the limitation of liability under this clause in respect of some or all of the Goods or Services. After receipt of a notice under this

	clause Lineage will propose to the Customer adjusted Rates applicable to the relevant Goods and/or Services having regard to the increased limitation of liability.	23.2	The Customer grants Lineage (and its Affiliates) the right to process any data provided to Lineage by or on behalf of the Customer (including any data uploaded to or processed through Lineage IT Systems) or generated in the course of the Services (Data). The Customer warrants that it has obtained all consents from individuals and any other third parties necessary to enable Lineage (and its Affiliates) to process the Data.
19.6	Any increase under clause 19.5 must be mutually agreed in advance and recorded in a Commercial Schedule. No such request will be valid unless made and agreed between the parties before any claim, loss, liability, damage, cost or expense has occurred arising out of or in connection with the Services or Contract.		
19.7	Except in the circumstances described in clause 19.3 and without limiting clause 18.4, Lineage will be discharged from liability for damage to, loss or discrepancy affecting the Goods unless the relevant claim is settled or an action is brought by the Customer within twelve (12) months after the earlier of the date the relevant Goods leave Lineage's possession or Lineage's completion of the relevant Services.	23.3	The Customer acknowledges and agrees that Lineage: <ol style="list-style-type: none"> may compile, prepare reports, studies, analyses, or other work product from or by reference (wholly or partly) to the Data on an anonymous basis (Data Derivations); and will have exclusive ownership rights to, and the exclusive right to use, Data Derivations for any purpose, including to improve the Services.
20. Indemnity		24. Intellectual property & access to Lineage IT Systems	
20.1	The Customer and Lineage (each an " Indemnifying Party ") indemnify each other (and their respective personnel, agents and Affiliates) (the " Indemnified Party ") against Loss (including reasonable legal costs) suffered by the Indemnified Party in connection with any third-party claim for: <ol style="list-style-type: none"> illness, physical injury to or death of any person; or loss of or damage to any physical property (other than the Goods), to the extent caused by the Indemnifying Party or any of their personnel, agents or Affiliates, Sub-Contractors or, in the case of the Customer, the Goods or any Dangerous Goods or any customer of the Customer, provided that: <ol style="list-style-type: none"> the indemnity will be reduced proportionately to the extent the Indemnified Party has caused or contributed to the Loss; and the Indemnified Party must take reasonable steps to mitigate its own Loss. 	24.1	Each party retains ownership of its Intellectual Property Rights in existence at commencement of the Services and/or developed by it independent of and unrelated to the Services. The Customer acknowledges and agrees that, as between the Customer and Lineage, all Intellectual Property Rights created in the course of providing the Services, Intellectual Property Rights in the Lineage IT Systems and Lineage Trade Identification (Lineage IP) are owned by Lineage or one or more of its Affiliates.
		24.2	Except if specified otherwise in a separate licence agreement between Lineage and Customer, the Customer must: <ol style="list-style-type: none"> notify Lineage in writing as soon as practicable of any infringement, suspected infringement or alleged infringement of any Lineage IP of which the Customer becomes aware; promptly notify Lineage of, and comply with Lineage's reasonable directions in relation to, any issue, claim, demand, threat, notice of proceedings or cause of action (whether contingent, accrued or otherwise) against or involving the Customer relating to the Customer's use of Lineage IP; not object to Lineage modifying, altering or substituting any infringing part of the Lineage IP at Lineage's own expense in order to avoid infringement; only use Lineage IP in accordance with Lineage's written directions; and do all other acts and things that Lineage may reasonably require to ensure the protection of Lineage IP.
21. Force Majeure		24.3	If Lineage provides the Customer with access to the Lineage IT Systems, the Customer must comply with any conditions or requirements relating to such access imposed by Lineage from time to time and only utilise such access for the purpose of receiving the Services.
21.1	If a party is wholly or partially prevented from performing its obligations under the Contract because of a Force Majeure event, the affected party's obligation under the Contract will be suspended or waived (as applicable) for the duration of the Force Majeure event (and Customer will not be liable for payment of Rates to the extent Lineage is prevented from performing the relevant Services).	24.4	The Customer must take all reasonable precautions to keep Lineage IT Systems secure, avoid disclosing any Lineage login, access code or other relevant information, including by ensuring that its personnel, agents and permitted contractors who are given access to such information are bound by appropriate and enforceable confidentiality obligations in respect of such information. The Customer must immediately notify Lineage in writing if it becomes aware of any breach of confidentiality or of the security of any Lineage IT Systems caused by it and will be liable to Lineage for any Loss incurred by Lineage as a result of such breach.
21.2	If a Customer has agreed a Volume Guarantee and a Force Majeure event prevents Lineage from providing Services the subject of the Volume Guarantee, the Customer is relieved from its obligation to pay Rates in relation to the Volume Guarantee for the period and to the extent Lineage is unable to provide such Services.	24.5	The Customer must not: <ol style="list-style-type: none"> use the Lineage IT Systems in combination by any means and in any form with other programs not specifically approved by Lineage in writing; use the Lineage IT Systems in a manner or for a purpose not authorised by Lineage; modify or alter the Lineage IT Systems without Lineage's prior written consent; enter into any transaction relating to the Lineage IT Systems without Lineage's prior written consent; license any of the Lineage IP to or allow the use of any of the Lineage IP by any other person in any circumstances; or use the Lineage Trade Identification in conjunction with or as part of any other trade marks, names or words, without Lineage's prior written consent.
21.3	If a Customer has agreed a Volume Guarantee and a Force Majeure event impacts the Customer's ability to use and enjoy the Services the subject of the Volume Guarantee, the Customer may surrender capacity under the Volume Guarantee by giving written notice to Lineage in accordance with clause 15.4 (excluding the two (2) month notice period, which will not apply) and clauses 15.5 to 15.7 (inclusive) will then apply in respect of such capacity.	24.6	The Customer indemnifies Lineage (and its respective personnel, agents and Affiliates) against any Loss arising out of a claim by a third party alleging an infringement of their Intellectual Property Rights if the claim arises from an event specified in clause 24.5(a) to 24.5(f), except to the extent that the Loss is caused or contributed to by Lineage.
21.4	If a Force Majeure event continues for a period longer than sixty (60) consecutive days from its initial occurrence, either party may terminate the Contract by written notice. Such notice will not prejudice any rights or obligations either party may have accrued prior to such termination (but for the avoidance of doubt, each of the Customer and Lineage's obligations with respect to any Volume Guarantee will be waived from the effective date of termination).		
21.5	This clause does not limit a Customer's right to terminate pursuant to clause 26.2 where the Customer is not subject to a Volume Guarantee.		
22. Confidentiality		25. Termination for breach	
22.1	The Receiving Party must: <ol style="list-style-type: none"> keep confidential, and not use, copy or disclose, any Confidential Information, except as permitted by the Contract; and immediately notify the Disclosing Party if it becomes aware of any loss or unauthorised use, access, copying or disclosure of any Confidential Information. 	25.1	Without limiting Lineage's other rights in these General Terms, Lineage may terminate the Contract immediately by notice in writing to the Customer if: <ol style="list-style-type: none"> the Customer commits a material breach of the Contract that is not capable of being remedied or if the material breach is capable of being remedied and the Customer fails to remedy the breach within fourteen (14) days of written notice from Lineage requiring it to do so; the Customer or the Guarantor undergoes an Insolvency Event;
22.2	The Receiving Party may use Confidential Information to the extent necessary to perform its obligations or exercise its rights under or pursuant to the Contract and, subject to clause 22.1(b), disclose Confidential Information to its Affiliates, personnel, agents, contractors and financial and legal advisers who have a specific need to access that Confidential Information for such purposes (and provided they are under a similar obligation to keep the information confidential).		
22.3	The obligations in clause 22.1 do not apply to: <ol style="list-style-type: none"> any disclosure made with the Disclosing Party's prior written consent; any disclosure required by law; and information which is, at the relevant time, in the public domain other than as a result of a breach of this clause. 		
23. Privacy and Data protection			
23.1	Lineage will collect, use and manage any Personal Information disclosed to it by the Customer in accordance with Lineage's Privacy Policy.		

- (c) the Facility is partially or totally damaged or destroyed and is no longer fit for the provision of the Services; or
- (d) the Customer breaches applicable law in connection with a Contract or any Sanctions.
- 25.2 The Customer may terminate the Contract immediately by notice in writing to Lineage if:
- (a) Lineage commits a material breach of the Contract that is not capable of being remedied or the material breach is capable of being remedied and Lineage fails to remedy the breach within fourteen (14) days of written notice from Customer requiring it to do so;
- (b) Lineage undergoes an Insolvency Event; or
- (c) Lineage breaches law applicable to Lineage or any Sanctions.

26. Termination by notice

- 26.1 Without limiting Lineage's other rights in these General Terms, Lineage may at any time cease performance of some or all Services, terminate the Contract for its convenience and/or require the removal of some or all Goods from the Facility on thirty (30) days' prior written notice to the Customer.
- 26.2 Without limiting the Customer's right to remove its Goods from any Facility in accordance with this Contract, the Customer may terminate the Contract:
- (a) for its convenience on thirty (30) days' prior written notice to Lineage; or
- (b) subject to clause 15.9(e), within seven (7) days from notice of an adjustment to the Rates issued by Lineage under clause 12.
- 26.3 This clause 26 applies subject to clause 15 in relation to any Volume Guarantee(s).

27. Consequences of termination

- 27.1 Upon termination of the Contract or cessation of the Services:
- (a) the Customer must arrange for collection of any Goods promptly and in any event prior to the effective date of termination or cessation;
- (b) Lineage will comply with any reasonable instructions or requests from the Customer with respect to the Goods or in connection with termination of the Contract or cessation of the Services; and
- (c) Lineage is entitled as a condition of making the Goods available to payment of the following amounts by the Customer (all of which shall become immediately due and payable in the case of termination):
- (i) all Rates for Services up to the date of termination or cessation and any other amounts due to Lineage under these General Terms; and
- (ii) any reasonable costs or expenses incurred by Lineage in connection any instructions or requests issued by the Customer.
- 27.2 Neither termination of the Contract nor cessation of the Services releases the Customer from the obligation to pay any sums owing to Lineage or from the obligation to perform any other duty or to discharge any other liability that may have been incurred by the Customer prior to the termination or cessation.
- 27.3 Without limiting clause 38, where the Customer fails to arrange collection in accordance with clause 27.1(a) by the effective date of termination or cessation, Lineage may continue to store the Goods at Lineage's then current Rates for all applicable services until collection and/or take any of the actions described in clause 11.8(c).
- 27.4 Applicable Rates and charges will accrue after notice of termination and continue accruing until the last of the Goods are collected or removed from the Facility.
- 27.5 The Customer must provide all assistance and information reasonably requested by Lineage for the purpose of disposal of the Goods under clause 27.3.

28. Dispute resolution

- 28.1 The parties agree that any Dispute must be resolved in accordance with this clause 28.
- 28.2 Either party may initiate the procedure set out in this clause 28 by giving written notice to the other party of the existence of a Dispute.
- 28.3 If either party issues a notice under clause 28.2, a senior representative of each party having authority to settle the Dispute must meet (either in person or via teleconference) as soon as reasonably practicable, and in any event no later than 10 Business Days after the date of receipt of the notice, and endeavour, in good faith, to resolve the Dispute.
- 28.4 If the Dispute is not able to be resolved under clause 28.3 within thirty (30) days after the date of the relevant Dispute notice, either party may, by giving written notice to the other party, refer the Dispute for resolution via binding arbitration in accordance with clause 28.5.
- 28.5 The parties agree that any Dispute unable to be resolved under clause 28.3 will, instead of litigation, be resolved via binding arbitration under the *Arbitration Act 1996* by a single arbitrator. The arbitrator will be the person agreed upon in writing by the parties or, if the parties are unable to agree on an arbitrator within five (5) days after delivery of the notice referred to in clause 28.4, nominated by the President for the time being of the New Zealand Law Society. The place of arbitration will be Auckland, New Zealand and the language in which the arbitration will be conducted is English. The decision of the arbitrator shall be final and

binding. If a Dispute is of a type that can be heard by the Disputes Tribunal, and the amount in issue in the Dispute is \$30,000 or less, a party may, instead of arbitration (and after otherwise complying with this clause 28), commence proceedings in the Disputes Tribunal.

29. Subcontracting and assignment

- 29.1 The Customer must not assign, novate or otherwise deal with its rights or obligations under the Contract or allow any interest in them to arise or be varied in each case, without Lineage's prior written consent (not to be unreasonably withheld).
- 29.2 Subject to clause 29.3, Lineage may assign, novate or transfer its rights or obligations under the Contract to any of its Affiliates, and may notify the Customer of any name changes, on thirty (30) days' prior written notice to the Customer.
- 29.3 If the Customer's rights will be materially prejudiced as a result of the assignment, novation or transfer under clause 29.2, the Customer may prior to the assignment, novation or transfer taking effect, terminate for convenience on seven (7) days' written notice (in which case clause 15.9(b) will not apply to the Customer and each of Customer and Lineage's obligations with respect to the provision of any applicable Volume Guarantee will be waived from the effective date of termination).
- 29.4 Subject to clause 29.3, the Customer accepts this clause as notice of, and gives its consent in advance to, any such assignment, novation or transfer by Lineage to any of its Affiliates. The Customer must do all things including executing all documents reasonably required by Lineage for such a purpose.
- 29.5 Lineage may subcontract responsibility for all or part of the Services to one or more Affiliates or Sub-Contractors from time to time provided that Lineage remains responsible to the Customer for performance of those Services.

30. Entire agreement

- 30.1 The Contract constitutes the entire written agreement between the parties with respect to the subject matter of the Contract. The Contract supersedes all prior written agreements relating to such subject matter.

31. Variation

- 31.1 Except where the Contract is a Term Contract, Lineage may at any time update these General Terms by providing at least thirty (30) days' prior written notice to the Customer. Such notice may be provided by email or other written communication to the Customer advising of the changes and directing the Customer to an updated version of these General Terms published on Lineage's Website (if applicable).
- 31.2 If any unilateral update to these General Terms made by Lineage is adverse to the Customer, the Customer may terminate the Contract and/or the provision of Services by written notice to Lineage within seven (7) days from receipt of Lineage's notice and arrange removal of the Goods from the Facility prior to the variation becoming effective.
- 31.3 The Customer will be taken to have accepted the updated General Terms or variation of the Contract (as applicable) if it does not provide notice in accordance with clause 31.2.
- 31.4 For the avoidance of doubt, changes to the Contract mutually agreed by the parties, including any updates to the Rates made in accordance with an agreed rate review mechanism, are not variations that are 'adverse' for the purposes of this clause 31.

32. No waiver

- 32.1 A failure to enforce any one or more of the terms of the Contract is not a waiver of those terms, or the right to subsequently enforce those terms.

33. Severability

- 33.1 A term or part of a term of the Contract that is illegal or unenforceable may be severed from the Contract and the remaining terms or parts of the term of the Contract continue in force.

34. Relationship

- 34.1 Except where the Contract expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

35. Notices

- 35.1 Any notice or other communication under the Contract must be given in writing and may be hand delivered, sent by prepaid post or email.

- 35.2 A notice or other communication is taken to be received as follows:

Delivery method	When taken to be received
By hand	On delivery
Prepaid post	If posted and delivered within New Zealand: third Business Day after date of posting. If posted or delivered outside of New Zealand: seventh Business Day after date of posting.
Email	When confirmation of delivery is received by the sender, unless the sender receives a delivery failure

	notification indicating that the email has not been delivered to the recipient
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36. Governing law and jurisdiction

- 36.1 The Contract, including these General Terms, is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

37. Survival

- 37.1 Clauses 13, 16 – 20 (inclusive), 22 - 27 (inclusive), 30, 35, 36 and 37 survive the termination (for whatever reason) of the Contract, together with any other clauses that by necessary implication survive such termination.

38. Lien

- 38.1 Lineage has both a particular and general lien on the Goods held by Lineage and any associated documentation in Lineage's possession from time to time, in priority to any other Security Interest, for all Rates or other moneys due to Lineage for Services on any account of the Customer in respect of the Goods or any other goods or any other service.
- 38.2 The lien referred in clause 38.1 is additional to and not in substitution for any statutory or common law storage or warehouseman's liens available to Lineage in respect of the Goods. Lineage reserves the right to elect, where necessary, whether to rely on the lien afforded by clause 38.1 or any rights available to Lineage under statute or at common law.
- 38.3 Lineage will not seek to exercise its rights under any lien unless and until it has provided written notice to the Customer notifying of its intention to do so and the Customer has failed to take the required action to remedy the relevant payment default, breach, Insolvency Event or other relevant circumstance (as applicable) within the timeframe reasonably required by Lineage.

39. PPSA

- 39.1 Words used in this clause 39 that have a defined meaning in the PPSA have the same meaning as in that Act unless the context indicates otherwise.
- 39.2 The Customer grants a Security Interest in the Goods to Lineage, including the lien in clause 38, for all Rates or moneys due to Lineage for Services on any account of the Customer in respect of the Goods or any other goods or any other service. The Customer acknowledges that the Contract constitutes a Security Agreement for the purposes of the PPSA.
- 39.3 The Guarantor acknowledges that under the Guarantee the Guarantor grants a Security Interest to Lineage, including a charge over all its property. The Guarantor acknowledges that the Guarantee is a Security Agreement for the purposes of the PPSA.
- 39.4 If there is a Security Interest in favour of the Customer or the Guarantor and the Customer or the Guarantor proposes to register the Security Interest under the PPSA, the Customer or the Guarantor (as applicable) must give Lineage written notice prior to the registration that the Customer or the Guarantor (as applicable) proposes to register the Security Interest.
- 39.5 The Customer and the Guarantor will do anything reasonably required by Lineage to enable Lineage to register its security interest, with the priority it requires, and to maintain the registration.
- 39.6 The Security Interest arising under the Contract or the Guarantee attach to the Collateral in accordance with section 40 of the PPSA and the parties confirm that they have not agreed that any Security Interest arising under the Contract or the Guarantee attaches at any later time.
- 39.7 The Customer and the Guarantor each acknowledge that Lineage may perfect its Security Interest by lodging a Financing Statement on the Personal Property Securities Register.
- 39.8 The Customer agrees, to the extent permitted by law, that as between itself and Lineage:
- (a) sections 114(1)(a), 133 and 134 of the PPSA will not apply;
 - (b) the Customer will have none of the rights referred to in sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA;
 - (c) where Lineage has rights in addition to, or existing separately from, those in Part 9 of the PPSA, those rights will continue to apply and, in particular, will not be limited by section 109 of the PPSA.
- 39.9 Lineage is not required to give the Customer or the Guarantor any notice under the PPSA (including a notice of a Verification Statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
- 39.10 The parties agree that neither party will disclose to any other person any information of the kind described in section 177(1) of the PPSA. The Customer and the Guarantor will not authorise the disclosure of any information of the kind described in section 177(1) of the PPSA.

40. Definitions

- 40.1 In these General Terms, the following capitalised terms have the following meanings given to them:

Term	Meaning
Additional Charges	costs, charges and/or expenses properly incurred in connection with the Goods and/or the Services relating to: <ul style="list-style-type: none"> (a) services performed at the request of the Customer (and agreed by Lineage) outside of the normal working hours of the Facility; (b) compliance with any law or regulation beyond the ordinary course of Lineage's business; (c) requirements of any quarantine service, trade association, market, harbour, dock, railway, shipping, customs, excise or warehouse authority; (d) customs duty, excise duty and any fine or penalty caused by the Customer; (e) any stock count conducted by Lineage (excluding those offered free of charge); (f) re-stacking, repalletization or other additional handling by Lineage required due to the condition of the Goods on receipt; (g) disposal by Lineage of single use Storage Media supplied by the Customer's with the Goods; (h) Customer's delay including applicable demurrage or detention charges (other than those caused by Lineage's default); (i) incorrect declaration by the Customer of the weight, volume, description or packaging of the Goods; (j) Loss incurred by Lineage in connection with action taken under clause 9 or clause 10; (k) future imposed taxes, levies or other Government charges or imposts; (l) reasonable merchant transaction fees applicable to any alternative payment method (including credit card) accepted by Lineage; and (m) expenses not recovered from the proceeds of sale of the Goods by Lineage where expressly permitted under these General Terms.
Affiliate	in relation to a body corporate, any person directly or indirectly Controlling, Controlled or under common Control with that person.
Business Day	any day other than a Saturday, Sunday, bank holiday or public holiday in Auckland, New Zealand.
Commercial Schedule	the relevant tariff sheet, rate letter, commercial proposal or other written document or agreement between Lineage and the Customer which details the Services, Rates and other agreed commercial terms (including any Profile), as updated, amended, replaced or renewed by the parties from time to time.
Companies Act	the <i>Companies Act 1993</i> .
Confidential Information	any information that is disclosed by the Disclosing Party to the Receiving Party that is by its nature confidential or designated as confidential or that the Receiving Party knows or ought reasonably to know is confidential, but does not include any information in the public domain (other than through a breach of confidence). Confidential Information includes information that relates to the Disclosing Party, the Contract, the Services, the Rates or the commercial arrangements between the parties.
Consequential Loss	loss of profit, loss of revenue, loss of business, loss of production, loss of contract, loss of anticipated savings, loss of opportunity or any special, indirect or consequential loss or damages or other loss not arising naturally or directly from the relevant breach or event.
Contract	means the contract between the Customer and Lineage, comprising these General Terms and the Commercial Schedule (if any).
Control	in relation to a company: <ul style="list-style-type: none"> (a) the power (whether directly or indirectly and whether by way of ownership of capital, the possession of voting power, contract or otherwise) to: <ul style="list-style-type: none"> (i) cast, or control the casting of, more than one half of the maximum number of votes that might be cast at a general meeting of that company; (ii) appoint and/or remove all, or a majority, of the directors or the equivalent officers of that company; or (iii) direct the management and policies of that company; or (b) the ownership of more than 50% of the voting securities of that company; and "Controlled" has a corresponding meaning.
Customer	the person to whom Lineage provides the Services, being the specified as such in the Commercial Schedule (or if none specified, the person tendering the Goods, or the person on whose behalf the Goods are tendered for the Services (as applicable)).
Dangerous Goods	any Goods which are or may become dangerous, hazardous, inflammable, explosive, volatile, contaminated, radioactive, noxious or otherwise damaging in nature, which require a licence to be handled or which in Lineage's reasonable opinion present an unacceptable risk to persons or property.
Data	has the meaning given in clause 23.2.
Data Derivations	has the meaning given in clause 23.3.
Disclosing Party	the party disclosing Confidential Information.
Dispute	any dispute or difference between the parties arising out of or in connection with the Goods, the Services or the Contract.

Exchange	means in relation to Storage Media a trade or exchange of physical units rather than a recorded balance transfer from the account of one party to the account of another party clause.
Facility	each relevant Lineage warehouse, facility or other location or asset (as the context requires) where Services are provided.
Force Majeure	any incident, event, circumstance, act or omission beyond the reasonable control of a party, including: <ol style="list-style-type: none"> an act of God; the outbreak of hostilities (whether or not accompanied by any formal declaration of war), riot, civil disturbance or acts of terrorism; the act of any government or competent authority (including the cancellation or revocation of any approval, authority or permit or restrictions); fire, explosion, flood, inclement weather or natural disaster; the declaration of a state of emergency or the invocation of martial law having an effect on commerce generally; industrial action (including strikes and lock-outs) road or rail closures, rail derailment, shipping delays or motor vehicle accident; the default of any suppliers under any material contracts; power failure or the unexpected breakdown of refrigeration plant, machinery or escape of refrigerant despite regular preventative maintenance; or disease, pandemics, epidemics or other similar health emergency and any resultant government action.
General Terms	has the meaning given in clause 1.1.
Goods	all goods provided by or on behalf of the Customer from time to time for performance of the Services, including related containers, packaging, and Storage Media (if not provided by Lineage).
Gross Negligence	a conscious and voluntary act or omission that is engaged in with reckless and serious disregard for the consequences of the act or omission.
GST	goods and services tax payable under the GST Law.
GST Law	has the meaning given in clause 13.1.
Guarantee	a guarantee provided by the Guarantor in favour of Lineage in respect of a credit facility or trading account granted by Lineage to the Customer.
Guarantor	any person who provides a Guarantee.
Initial Storage	means initial or first week storage of incoming Goods introduced to the Facility during the relevant week.
Insolvency Event	<ol style="list-style-type: none"> where the Customer, the Guarantor or Lineage (as applicable) is a body corporate: <ol style="list-style-type: none"> it goes into liquidation; a voluntary administrator, receiver or statutory manager is appointed in respect of it or any material part of its assets; it is removed from the New Zealand Companies Register (other than as part of an amalgamation in which it is one of the companies being amalgamated); it enters into a composition or arrangement with or makes an assignment for the benefit of its creditors; it becomes unable to pay its debts as they fall due or is presumed pursuant to section 287 of the Companies Act to be unable to pay its debts as they fall due; or any similar event occurs in relation to it; where the Customer or Guarantor (as applicable) is a natural person: <ol style="list-style-type: none"> it commits an act of bankruptcy (as defined in the <i>Insolvency Act 2006</i>); it is adjudicated bankrupt; or it enters into a composition or arrangement with or makes an assignment for the benefit of its creditors.
Insured Risks	the risks of loss or damage to the Goods whilst in third party custody/storage (including during the provision of Services) and in-transit, caused by events including fire, theft, storm damage, earthquake, lightning, explosion, malicious damage, flood or collision and such other risks as may occur in the storage of goods whether or not in the nature of the foregoing.
Intellectual Property Rights	all present and future intellectual and industrial property rights conferred by law and wherever existing, including: <ol style="list-style-type: none"> patents, designs, copyright, rights in circuit layouts, know how, trade marks, service marks, domain names, inventions, trade secrets and any other rights subsisting in the results of intellectual effort, whether or not registered or capable of registration; any application or right to apply for registration of any of these rights; and all renewals and extensions of these rights.
Interest Rate	1.5% per month.
Lineage	Lineage Logistics New Zealand to the extent the Contract relates to Primary Warehousing Services and Lineage TRS to the extent the Contract relates to Secondary Services, unless the context requires otherwise. Each of Lineage Logistics New Zealand and Lineage TRS are jointly and severally liable in respect of Lineage obligations.
Lineage IT Systems	Lineage computerised warehouse inventory and transport management systems including all data, reports, analysis and other related aspects whether in hard copy or machine-readable form.

Lineage Logistics New Zealand	Lineage Logistics New Zealand (company number 1232).
Lineage Trade Identification	the trade marks, service marks, symbols, branding, logos and other trade indicia (whether registered or not) owned or controlled by Lineage or any of its Affiliates and used in connection with the business conducted by Lineage.
Lineage TRS	Lineage NZ TRS Limited (company number 7967497).
Lineage's Website	https://www.onelineage.com , as updated or amended from time to time.
Loss	all claims, loss, damage, liability, cost or expense.
Manufactured Cost	the actual, direct manufactured cost to the Customer of producing a replacement unit(s) of the relevant Good(s) (excluding any sales margin, indirect overheads or transport costs and salvage costs reasonably obtainable by the Customer) as reasonably evidenced by the Customer.
New Zealand Consumer Law	the <i>Fair Trading Act 1986</i> .
Payment Terms	payment by the 20 th of the month following the date of Lineage's invoice or such other period of time specified in the Commercial Schedule (if applicable).
Personal Information	has the meaning given to it in section 7 of the <i>Privacy Act 2020</i> .
PPSA	the <i>Personal Property Securities Act 1999</i> .
Primary Warehousing Services	the storage, handling and freezing services undertaken by Lineage Logistics New Zealand in respect of the Goods.
Privacy Policy	Lineage's privacy policy available at https://www.onelineage.com/privacy-notice , as amended from time to time.
Profile	the profile information and/or assumptions relating to the Goods and/or the Services (including nature, weight, quantity, volume, condition, dimension, type, composition, temperature, packaging, stacking type or other characteristic affecting operations) agreed by the parties and included in a Commercial Schedule or indicated otherwise by the Customer prior to Lineage making an offer for Services.
Rates	<ol style="list-style-type: none"> Lineage's rates and charges for the Services calculated at the rates set out in the Contract or if not specified then at Lineage's then-current rates; the other moneys referred to in clauses 11 (Rates, payment and invoicing) and 13 (GST); and any other charges, expenses or amounts specified in any Commercial Schedule, as may be increased in accordance with clause 12.
Receiving Party	the party receiving Confidential Information.
Sanctions	any laws or regulations relating to economic, financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or other restrictive measures imposed from time to time and administered by the United Nations or a relevant government authority having jurisdiction over Lineage, the Customer or any of their Affiliates.
Secondary Services	all services in respect of the Goods which are not Primary Warehousing Services including any distribution, picking, hand-stacking, sorting, labelling, wrapping, certification or documentation services and any other services that Lineage TRS (or any other company on behalf of Lineage TRS, other than Lineage Logistics New Zealand) provides to the Customer in respect of the Goods.
Security Interest	has the meaning given to that term in section 7(1) of the PPSA.
Services	any frozen, chilled or other Primary Warehousing Services and/or Secondary Services (as applicable) undertaken by Lineage in respect of the Goods.
Standard Requirements	Lineage's standard parameters for receipt and storage, handling and/or transport, including that all Goods (as applicable): <ol style="list-style-type: none"> are secured on a standard CHEP or Loscam pallet that is in good working condition and food industry compatible; are contained in packaging to a standard and quality suitable to withstand ongoing storage, handling and transportation activities; are within maximum dimensions of: 1.2m (L) x 1.2m (H) x 1.2m (W); have a maximum pallet weight not exceeding 1,000kg per pallet; are within the receival temperature range(s) (if any) set out in the Commercial Schedule or as otherwise agreed by Lineage and the Customer; and comply with any other Lineage requirements, policies or procedures applicable to the Services or relevant Facility as advised by Lineage on reasonable notice to the Customer from time to time. Requirements for non-palletised or other non-standard Goods will be agreed by the parties and recorded in the Commercial Schedule.
Storage Media	pallets, roll cages, cartons, crates, drums or other re-useable containers or packaging used for the provision of Services in respect of the Goods.

Sub-Contractor	any independent third party engaged by Lineage to perform on its behalf the provision of Services in respect of the Goods.
Subsequent Storage	means subsequent, recurring or ongoing storage of Goods already in storage at the Facility from the previous week, but excludes Initial Storage.
Term	means the term (if any) of the Contract agreed by the parties and recorded in a Commercial Schedule.
Term Contract	any Contract where the relevant Commercial Schedule: <ol style="list-style-type: none"> contains a specific term exceeding twelve (12) months; or contains any special condition(s) expressly amending these General Terms; or includes a Volume Guarantee.
Ullage	ordinary loss and damage to Goods or defect arising in Goods occurring through normal storage, handling and transport operations despite reasonable care and attention on the part of Lineage.
Ullage Allowance	the amount of allowed loss or damage to Goods from Ullage during the provision of the Services under the Contract for which Lineage will not be liable to the Customer for claims, being 0.05% of Goods (based on carton throughput (handled in, stored & handled out in aggregate)) in the relevant calendar year; or such other amount as may be specified in the Commercial Schedule.
Volume Guarantee	any arrangement relating to a minimum or committed volume of Services (including any storage guarantee, blast freezing guarantee, handling guarantee or space reservation guarantee) agreed by the parties and set out in a Commercial Schedule under which Customer agrees to pay charges for expected future Services requirements in exchange for Lineage reserving capacity and/or allocating resources to meet those requirements.

41. Interpretation

41.1 In the Contract, except where the context otherwise requires:

- words importing the singular include the plural and vice versa;
- references to any document (including the Contract) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- headings are for ease of reference only and do not affect interpretation;
- references to a party are to a party to the Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- references to law will include references to any constitutional provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, subordinate legislation, rule of common law and of equity and judgment and shall include the requirements of any applicable stock exchange;
- references to any law are references to that law as amended, consolidated, supplemented or replaced from time to time;
- references to terms defined in the Companies Act will have the meanings given by that Act;
- references to any person include references to any individual, company, body corporate, association, partnership, firm, joint venture, trust and governmental agency;
- references to personnel include references to any director, officer and employee of a party;
- "include", "including" and "for example", and similar expressions, when introducing a list of items, does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- references to NZ\$ are to the lawful currency of New Zealand;
- references to time are to New Zealand time; and
- each of the obligations of the parties contained in the Contract are separate and independent and save as expressly provided are limited by reference to any other provision of the Contract.

Annexure A - Additional terms relating to Services

1. Outbound Bookings

- 1.1 Unless otherwise agreed by Lineage, the Customer must give written notice to Lineage of its intention to collect any or all of the Goods from storage prior to 2:00 pm on the previous Business Day.

2. Goods entrances and loading bays

- 2.1 The Customer must not (and must ensure its personnel, agents and other contractors do not):
- convey Goods or other materials to or from the Facility other than through the entrances and service areas provided for such purpose as directed by Lineage; or
 - direct or allow Goods or other materials to be loaded/unloaded from any vehicle at the Facility other than in the designated loading docks or other areas designated by Lineage.

3. Stocktakes

- 3.1 Lineage will conduct stocktake(s) of Goods held by Lineage and other related inventory verification activities at the times/frequencies, via the methods and on the terms agreed between the parties. Except where otherwise agreed in the Contract or in writing by Lineage, all such activities will be subject to applicable Rates and charges.

4. Shelf life

- 4.1 The Customer:
- must provide Lineage with full, current and correct details of the provenance, shelf life and expiry dates (or equivalent) of all Goods under the agreed storage conditions;
 - is responsible for ensuring such details are correct at all times during performance of the Services; and
 - must notify Lineage without delay of any changes or corrections to such details.
- 4.2 The Customer is responsible for ensuring that the Goods do not exceed their expected shelf life during performance of the Services and must promptly and arrange for collection of any Goods that have met or exceeded their expiry date when requested by Lineage. If the Customer fails to do so within a reasonable period following a written request from Lineage, clause 5 below will apply.
- 4.3 Except to the extent clause 18.1 applies, Lineage is not liable to the Customer for Loss arising in connection with any Goods reaching or exceeding their expected shelf life or expiry date while in Lineage's possession or control.

5. Quarantine

- 5.1 Lineage may quarantine any Goods that it reasonably considers have exceeded their shelf life and hold them separately from any remaining Goods of the Customer. Subject to applicable laws and regulations, Lineage will deal with such Goods in accordance with instructions in writing from the Customer at the Customer's risk and expense (except to the extent that disposal is the result of actions for which Lineage is liable under clause 18). If no instructions are received within seven (7) days of Lineage requesting such instructions, Lineage may take any action described in clause 11.8(c).

6. New Zealand quarantine inspection service

- 6.1 The Customer must not do anything at the Facility which would in any way prejudice the continuing use of the Facility for the storage of food and must comply with all requirements of the Ministry for Primary Industries (MPI) and any other body of competent jurisdiction.
- 6.2 The Customer acknowledges that Lineage may receive and be required to act upon directions from MPI officers in respect to the Goods or Services in compliance with relevant regulatory and legislative requirements and acknowledges and agrees that, except where clause 18.1 applies, Lineage will not be liable to the Customer for any loss or damage suffered by the Customer as a result of Lineage complying with such directions.