

GENERAL TERMS AND CONDITIONS OF SALE

(TRANSLATED VERSION IS FOR REFERENCE PURPOSES ONLY _ FRENCH VERSION WILL BE APPLICABLE)

Article 1: Purpose and scope

The purpose of these General Terms and Conditions of Sale (hereinafter referred to as "**T&Cs**") is to define the terms and conditions of execution by our company as a transport organiser (hereinafter referred to as the "**Transport Organiser**") intervening in any capacity whatsoever (freight forwarder, road carrier, warehousekeeper, handler, agent) in the context of activities relating to (i) the physical movement / shipment of packaged goods, from all sources for all destinations or (ii) logistics operations, in return for a freely agreed price ensuring fair remuneration for the services rendered, both domestically and internationally.

Regardless of the mode of transport used, these GTC govern the relationship between **the Client** and **the Transport Organiser**.

In the case of transport services entrusted by **the Principal**, the Transport Organiser **may either (i) conclude**, in its capacity as Freight Forwarder, a contract of carriage with a carrier in the modes and means of its choice for the performance of all or part of the transport operation or (ii) carry out all or part of the transport itself in its capacity as road haulage of Goods for hire and reward.

Any commitment or operation whatsoever with **the Carriage Organiser** shall be deemed to be the unreserved acceptance **by the Client of the conditions defined below, unless there is a prior written derogation or special conditions or services explicitly subject to other general terms and conditions** of the Carriage Organiser and **shall constitute an express and unequivocal waiver** by the Client to its possible general terms and conditions of purchase, regardless of the medium.

These T&Cs are deemed to be enforceable against **the Principal** both **by the Transport Organiser** and by the subcontractors it has substituted in the context of the Operation entrusted to it.

Article 2: Definitions

For the purposes of these T&Cs, capitalized terms are defined as follows:

2.1. Packages:

"Package" means an object or a material assembly composed of several objects, regardless of weight, dimensions and volume, constituting a unit load identifiable when handed over for transport (bin, cage, crate, canteen, cardboard, container, envelope, bundle, drum, package, encircled or wrapped pallet, bag, suitcase, etc.).

2.2. Transport Organizer:

"Transport Operator" means the company [to be completed] acting either:

- (i) As a **freight forwarder** by organising freely and under its own responsibility and in its own name, the movement of the Goods from one place to another according to the modes and means of its choice on behalf of a **Client**;
- (ii) Either as a logistics service provider for all activities ancillary to transport, such as storage, warehousing and handling of the Goods.

- (iii) Either as a bonded warehouse operator in bonded warehouse activities;
- (iv) Or as a carrier of Goods for hire or reward by road when it carries out the transport operation itself.

2.3. Client:

"**Principal**" means the party (the principal) who contracts with **the Transport Organiser** for the performance of an Operation.

2.4. Sending:

"**Shipment**" means all goods, including packaging and load carriers, actually made available at the same time to the **Transport Organiser** or its substitute and whose movement is requested by the same Principal **for the same consignee from a single loading point to a single unloading place.**

2.5. Delivery:

"**Delivery**" means the physical delivery of the Goods to the recipient or their representative who accepts them.

2.6 COD Delivery:

"**Delivery on delivery**" has the meaning given to it in Article 6 of these T&Cs.

2.7. Goods:

"**Goods**" means all movable goods that are the subject of an Operation handed over to **the Transport Organiser** following the instructions of **the Principal**.

2.8 Means of Transport:

"**Conveyances**" means, but is not limited to, a ship, aircraft, truck or train, individually or as a whole.

2.9. Operation:

"**Operation**" means any commitment, shipment or transport operation and/or logistics and/or customs carried out and/or organised by the Transport Organiser **or one of its substitutes in the event that the Transport Organiser has subcontracted said operation.**

2.10. Party(ies):

"**Party(ies)**" means the **Principal** and **the Transport Organiser**.

2.11. Ancillary services:

"**Ancillary Services**" means all services ancillary to the freight forwarding contract as requested by the Client and accepted by the **Transport Organiser**

2.12. Support:

"**Pick-up**" means the acceptance, by **the Transport Organiser** or its substitute, of the Goods.

2.13. Prizes:

"Price " means the price of the Transaction as defined in Article 9.1 of the GTCS.

2.14. Reservations:

"**Reservations**" means expressly, precisely, substantiated and meaningful statements in writing on the transport documents or on the collection and/or delivery note any dispute relating to the apparent condition and/or quantity of the Goods at the time of their pick-up or delivery.

Article 3: Obligations of the Client

The **Client** is obliged to give complete and precise instructions in writing before each Shipment; any instructions of a general and permanent nature will be considered inadmissible by **the Organizer of Transport**.

3.1. Information and documents to be provided by the Client to the Transport Organiser:

With a view to the proper organisation of the transport and within a time frame compatible with it, **the Client** shall provide **the Transport Organiser**, before each Shipment, with the following information, and in particular without this list being exhaustive:

- 1° The nature and purpose of the transport to be organised;
- 2° The specific terms of execution;
- 3° The address and, if necessary, the date of the availability of the Goods and their Delivery;
- 4° The names and addresses of the sender and the addressee;
- 5° The number of Packages and/or their gross weight, the dimensions and very exact nature of the Goods, the inherent and non-apparent particularities and specificity of the Goods, any handling constraints if these require special provisions (regulated goods, sensitive goods, perishable foodstuffs, etc.). In addition, the **Transport Organizer** reserves the right to correct the declared weight after weighing the Packages and refuse any Package that contravenes this article, the consequential costs will be borne by the **Principal**;
- 6° The possible dangerousness of the latter;
- 7° The Ancillary Services requested; and
- 8° Any other specific instruction.

As such, it can in no case be considered as leaving to the initiative of the Transport Organiser the **task of carrying out any special formalities, unless expressly requested** by the Client **and accepted by** the Transport Organiser **before the** execution of the Operation. In the event of acceptance by **the Transport Organiser to carry out certain formalities in the name and on behalf of the Client**, the Client **must provide all necessary documents and/or information** to the Transport Organiser.

The Organizer of Carriage shall not be held liable in the event that the elements are not provided to him to proceed with it or if these elements are erroneous and/or incomplete or submitted late.

9° The documents relating to the Goods required by the regulations.

3.2. Illicit or prohibited goods:

The **Client** expressly refrains from entrusting **the Transport Organiser with the** organisation of the transport of illegal or prohibited Goods. He will bear the consequences alone in the event of failure to comply with this obligation for any reason whatsoever.

3.3. Goods prohibited from the Operation:

The **Client is** not authorised to hand over **to the Transport Organiser** the Goods excluded from the **Transport Organiser's** insurance policies , namely: (i) precious metals (ii) banknotes [to be completed according to what is mentioned in the civil liability insurance policies]

3.4. Transport equipment:

The **Client** who requests the supply of equipment of a particular type must specify this and confirm his request to the **Transport Organizer** in writing

The **Client** shall bear the consequences resulting from false, erroneous, incomplete, unsuitable or late declarations or documents submitted to **the Transport Organiser**

3.5. Packaging and labelling of goods - Reporting obligations:

Packaging:

The Goods must be packed, packaged, marked and labelled in such a way that they can withstand transport, successive handling and storage operations.

The Shipment must not constitute a cause of danger to persons and other Goods transported as well as to the vehicles, equipment or Means of Transport used.

Labelling:

Each Parcel handed over by **the Client**, taken as a unit load, must be clearly labelled to allow immediate and unequivocal identification of the sender, the recipient, the place of delivery and the nature of the Goods. The particulars on the labels must correspond to those on the transport document.

In the case of regulated Goods, the Client **shall affix the mandatory labels and marks to the packaging and, in writing or by any electronic means of data transmission and storage, shall draw the attention of** the Transport Organiser to the **characteristics of the Goods to be transported.**

In the case of sensitive Goods, the **Client** may affix appropriate labelling allowing the tracking of the Packages.

In the presence of Dangerous Goods, the packaging and labelling must comply with the regulations in force.

If **the Transport Organiser** is informed by its substitute of the existence of an apparent defect in the packaging, packaging or labelling of the Goods, it shall notify the **Principal**, in writing, in order to obtain instructions from it.

The Organiser of Transport **cannot be held liable for any consequences resulting from the absence, inadequacy or defect of the packaging, packaging, marking and labelling**

3.6. Reservations:

In the event of loss, damage or any other damage suffered by the Goods, it is the responsibility of the recipient or receiver of the Goods to make regular and sufficient observations, to make reasoned/detailed reservations on the delivery note and/or the consignment note and, in general, to carry out all the necessary actions to preserve the remedies at the time of Delivery of the Goods, failing which, no action may be taken against **the Transit Organizer** or its substitutes.

3.7. Filling:

Full trucks, semi-trailers, swap bodies, containers, once the loading operations have been completed, must be sealed by the shipper himself or by his representative.

3.8. Customs formalities:

It is expressly agreed between **the Transport Organiser and the Client that the Transport Organiser shall only act as the Client's agent vis-à-vis any customs freight forwarder duly appointed and authorised by the Client.**

If customs operations have to be carried out, the **Transport Organiser** cannot be held liable for any reason whatsoever for any financial consequences arising from erroneous instructions, inapplicable documents generally leading to the payment of additional duties and/or taxes such as fines issued by the administration concerned.

However, as the rules of quality and/or technical standardization of the Goods are the sole responsibility of the **Client**, it is the responsibility of the Principal to provide **the Transport Organizer with** all documents required by the regulations for their circulation. The **Transport Organiser** shall not be held liable for the non-compliance of the Goods with the said quality or technical standardisation rules.

In the same way, it is the responsibility **of the Client** to identify the Goods and/or operations subject to authorisations or licences in accordance with the customs regulations in force at the time of the Operation, to obtain said authorisations or licences from the authorities, and to hand them over to the **Transport Organiser** before transport.

Article 4: Delivery time

4.1 It is expressly understood that the dates of departure and/or arrival are given for information purposes only, **as the Transit Organizer** does not commit to a contractual delivery period.

In the event that a delivery time has been expressly guaranteed by **the Transport Organiser**, except in the case of exemption, the compensation to be paid may not exceed the price of transport.

4.2 Delays in Delivery due to regulatory constraints related to the nature of the goods (routes, speed limits imposed for certain transports of dangerous goods, etc.) cannot be considered by the **Transit Organizer** and cannot give rise to any compensation.

Article 5: Impediments to transport

5.1 Before the Goods are picked up by the Transport Organiser:

The Client is obliged to notify **the Transport Organiser**, with sufficient notice according to professional practices and the mode of transport chosen, in the event that the Goods cannot be handed over to him within the stipulated period. Failing this, **the Transport Organiser** shall be entitled to damages in compensation for its proven, direct and foreseeable damage in the context of the execution of the Operation in question

5.2 After the Goods have been taken over by the Transport Organiser:

If, once the loading has been carried out, the transport is temporarily prevented or interrupted or if the performance of the transport is or becomes impossible, **the Transport Organiser shall** request instructions from **the Client** in writing and shall inform him of all the consequences of which he is aware.

In the absence of a response from **the Client** in good time, **the Transport Organiser** shall take the measures which it deems best in the interest of the latter for the preservation of the Goods or their transport by other means or means. The costs thus incurred shall be passed on to **the Client** without being able to claim **any compensation from the Transport Organiser** as a result.

If the impediment is attributable to the **Client**, **the Transport Organiser** is entitled to reimbursement of unforeseen expenses

Article 6: Delivery on delivery

COD Delivery must be expressly requested in writing by **the Client** and be subject to a specific agreement from **the Transport Organiser**.

This express request must specify the form in which the COD Delivery is to be requested.

It is expressly understood between the Parties that **the Carriage Organizer** cannot be held responsible for the non-provision of cheques or any other means of payment issued for the corresponding payments.

Article 7: Cargo insurance [To be validated by the insurance brokers of each of the freight forwarders].

7.1 The Transport Organiser only acts as an agent of the **Client**.

7.2 No "cargo" insurance shall be taken out by the **Transport Organiser** in the name and on behalf of the Client without a written order or any other electronic means of transmission and storage of data, and repeated by the **Client** for each Shipment, clearly specifying the risks to be covered and the values to be guaranteed.

7.3 The Transport Organiser takes out insurance in the name and on behalf of **the Client** with an insurance company that is known to be solvent at the time the policy is taken out. Thus, the **freight forwarder** cannot be considered as having the status of insurer of the Goods.

7.4 Goods in transit, whether for export or import or for the extension of stays at destination or those on return, are neither guaranteed nor covered against the risks of wetting, theft, fire, damage or other risks, except in the case of insurance specially prescribed for this purpose and within the limits of the stipulation of the insurance policies.

Article 8: Delivery

8.1. The delivery is made in the hands of the person designated as the recipient by the **Client**. On the basis of the information provided, the **Client** may ask the **Transport Organiser** to take all necessary measures to preserve its rights during the Delivery of the Goods. No change of instructions by the Client may be accepted after the physical delivery of the Goods to the recipient or his representative who accepts them.

8.2. Impediment to delivery, refusal or failure of the recipient:

In the event of an impediment to the Delivery for any reason whatsoever (absence of the recipient, inaccessibility of the place of delivery, refusal by the recipient to take the Delivery of the Goods for any reason whatsoever, refusal/blocking of the Customs to proceed with the Delivery of the Goods for any reason whatsoever or in the event of default by the recipient), the Client undertakes to pay any additional costs that may be incurred in connection with the Goods transported.

These additional costs also include all immobilization/demurrage costs of the Means of Transport that **the Transport Organizer may be required to claim from the Principal without the latter being able to make any claim as a result.**

In the event of maritime transport, **the Client** undertakes to return the container within the stipulated period, failing which, in addition to covering the costs of demurrage, it shall be liable for all financial or legal consequences vis-à-vis **the Transport Organiser** and/or the company owning or consignee the container.

Article 9: Financial conditions

9.1. Prizes:

The price is freely set on the basis of the information provided by **the Client**, taking into account in particular (i) the various services to be carried out, (ii) the means and equipment used, (iii) the duration of the availability of materials and personnel, (iv) the nature of the goods (dangerous, bulk, etc.) and their size (stackable, (v) the number of parcels, (vi) the distance and means of transport used, (vii) the agreed delivery times, (viii) the relationship provided, (ix) the characteristics of the traffic, (x) the rates of the substituted parties and, more generally, the costs incurred by the service requested.

9.2 International fares are based on the currency rate at the time the prices are quoted. They also depend on the conditions and tariffs of the substituted parties as well as the laws, regulations and international conventions in force. If one or more of these basic elements were modified after the price proposal and on the proof provided by the Transport Organizer, the prices originally given would be modified under the same conditions. The same would apply in the event of an unforeseen event, whatever it may be, resulting in a change in one of the elements of the Operation.

9.3 Unless otherwise stipulated, the following costs are not included in the Prize, but this list may not be considered exhaustive:

- Rights; taxes, fees and duties due pursuant to any regulations, in particular tax or customs regulations (such as import duties, stamp duty, taxes, etc.) applicable to the Operation;
- Tarpaulin;
- Any fuel overloading;
- Costs of immobilization of Means of Transport;
- Loading and unloading costs;
- Wedging, stowage;
- Transit operations;
- Shopping;
- Cleaning, washing or disinfecting vehicles in the event of the delivery of dirty Shipments delivered in bulk or in non-leak-proof packaging;
- Weighing operations.

These fees may be invoiced to the Client in addition to the **Price according to the contingencies that occur during the Operation without the Client being able to make any claim as a result.**

In the event of incomplete and/or erroneous information, **the Carriage Organizer** reserves the right to modify the Prize during the execution of the Operation.

For the order of an Instant Transaction issued by the **Principal**, the Price as proposed by **the Transport Organizer** is valid for the duration as mentioned on the quotation

9.4 Method of payment:

Unless otherwise stipulated and in accordance with Law 32-10 on payment terms, invoices are payable in full in cash and at the place of their destination within the periods mentioned on the said invoices without discount, even in the event of early payment in relation to the contractual due date.

Any delay in payment beyond the agreed deadline is subject to a late payment penalty applied automatically and without formality to the claim. This penalty is calculated by applying the current rate to the receivable as set by regulation.

Unilateral compensation for the amount of the alleged damage to the Price due to the **Carriage Organiser** is prohibited.

Where, exceptionally, payment deferrals have been granted by the issue of drafts or any other means of payment, any partial payment will be charged in the first instance to the non-preferred part of the claims.

Acceptance under conditions derogating from the principle of cash payment does not entail any novation, the **Transport Organiser** retaining all of its prerogatives.

In addition to the right of retention provided for in Article 17 of these GTC and without prejudice to the implementation of the security that **the Transport Organizer may benefit from, failure to comply with one** of the obligations of **the Principal gives the Transport Organiser the right to** suspend the execution of all Ongoing Operations until full payment of the remaining sums due and/or to resolve any All current contracts.

Article 10: Guarantees of the Client

The Transport Organiser may make the acceptance of the Operation ordered or the continuation of its execution subject to the provision by the **Client** of any guarantees or any document that it deems necessary to enable it to assess its integrity and solvency.

Article 11: Duration

11.1 In the event of an ongoing business relationship between **the Client** and **the Transport Organizer** of indefinite duration, either Party may terminate their contractual relationship at any time by either party by sending a registered letter with acknowledgement of receipt by giving one (1) month's notice when the time already elapsed since the beginning of their collaboration is not more than six (6) months. The notice period shall be extended to two (2) months when such period is greater than six (6) months and less than one (1) year. When the duration of the contractual relationship is longer than one (1) year, the notice period is extended to three (3) months.

The notice period begins to run on the day following the notification by one Party to the other Party by means of a registered letter with acknowledgment of receipt or by a bailiff's writ of the decision to terminate the current contract.

Article 12: Termination clause:

Without prejudice to all rights held **by the Carriage Organiser hereunder**, in the event of failure by the Principal to comply with any of its obligations under **these T&Cs**, the Carriage Organiser may terminate the current contract by operation of law, after a formal notice which **has remained ineffective within thirty (30) days of its** notification to the by means of a simple written notification addressed to **the Client** by registered letter with acknowledgment of receipt or by a bailiff's writ without the **Client** being able to claim compensation of any kind whatsoever

Article 13: Force majeure

Neither Party may be held liable for non-compliance with all or part of their commitments under these T&Cs in the event of Force Majeure. Force majeure includes, in particular, all acts of strike by staff or social disturbances, declared or undeclared war, riots, revolutions, fires, explosions, earthquakes and other natural events, traffic accidents as well as any intervention by the public authority or any other cause beyond the control of the parties, legislative or regulatory provisions restricting the subject matter of these T&Cs, as well as cases established by case law.

If, as a result of such a case of force majeure, the parties are led to interrupt their respective services, the performance of the current contract will be suspended for the time that one of the parties is unable to fulfil its obligations.

The party invoking force majeure must inform the other party in writing as soon as possible; the Parties will then have to come together to consider the consequences of the situation and try to reach a satisfactory solution to allow the performance of the current contract.

If this interruption is longer than Twenty (20) days, the contract may be terminated by either Party without the other party being able to claim any compensation for this fact. All Transactions already carried out must be paid by the **Client** on the day of termination.

Article 14: Subcontracting

Due to its activity as a freight forwarder, the Client **is fully aware that** the Transport

Organiser **may be required to subcontract all or part of the Transport Operations and/or any other services covered by this Contract without obtaining the prior consent of the Client.**

The subcontracting agreement does not bring any novation to these GTC.

In the event of subcontracting, **the Transport Organiser** shall remain liable to the **Client** for the subcontracted services, except in the event that the subcontractor has been chosen or reconciled directly by the **Client**.

Article 15: Liability

It is expressly understood by the Client that the liability of the Transport Organizer, regardless of the capacity in which it intervenes in the Operation, cannot be sought for any indirect damage as defined by the regulations in force.

Thus, compensation for proven, direct and foreseeable damage will be made under the following conditions:

15.1. - Liability of the Organizer of Carriage for the carriers it has substituted in the Carriage Operation:

Compensation for proven damage due **by the Transport Organiser** is limited to that incurred by the substituted party in the context of the Shipment entrusted to him. When the limits of compensation for substitutes are not known or do not result from mandatory, legal or regulatory provisions, they are deemed to be identical to those relating to the personal liability of the Transport Organizer as set out in Article 15.3 of the GTCS.

15.2 Personal liability of the Transport Organiser when acting as a road carrier for hire or reward :

15.2.1 International road transport:

Compensation for damage due **by the Transport Organiser** acting as a road haulier in the context of international transport shall be governed by the provisions as provided for in **the Convention on the Carriage of Goods by Road (CMR) signed in Geneva on 19 May 1956.**

15.2.2 National road transport:

The compensation for the damage due **by the Transport Organiser** acting as a road haulier in the context of a national transport will be governed by the provisions as provided for in the Commercial Code.

15.3. - Personal liability of the Organizer of Transport:

Except in the case of intentional or inexcusable fault, when the loss, delay or damage to the Goods does not occur during transport, the compensation for proven personal fault **of the Carriage Organiser** is strictly limited in accordance with the following provisions:

15.3.1. Loss and Damage to Goods.

The compensation payable by the freight forwarder is equal to **€10** per kilogram of gross weight of

missing or damaged goods, but may not exceed a sum greater than the product of the gross weight of the goods of the consignment expressed in tonnes multiplied by **€4,000**.

15.3.2. Delay.

In the event of proven damage resulting from a delay in delivery, compensation for the damage is limited to the price of the freight forwarding service (excluding duties, taxes and miscellaneous costs).

15.4 In addition to the legal provisions resulting from the agreements and/or laws applicable to the Operation in question, the liability of **the Carriage Organizer** may not be sought when the harmful consequences result from, but are not limited to, the following cases:

- False or inaccurate indications, a lack of information or precise indications essential for the proper execution of the Operation;
- Of the inherent defect of the Commodity;
- The fault of a third party or the Client;
- Operations that are not carried out by the substitutes of the **Transport Organiser** ;
- The occurrence of events with the characteristics of force majeure as defined by the regulations in force.

Article 16: Storage and storage services

As soon as the **Transport Organiser** is entrusted with a storage or warehousing service, this is ancillary to the transport service and the following stipulations apply:

16.1 Any Depositing Principal must:

- Declare in writing at the beginning of the storage (i) the value of the Goods (ii) the duration of the storage (iii) the exact nature of the Goods entrusted, if the material is dangerous, perishable, fragile or of a value greater than [to be completed] Dirhams and in this case obtain the written agreement **of the Transport Organizer** before entrusting the Goods, under penalty of incurring its exclusive liability for any damage.
- At its own expense, take out insurance covering the Goods entrusted to it against fire, explosion, water damage and burglary of the Goods delivered to the deposit, with waiver of recourse by the **Client and its** insurers against the Transport Organiser and its insurers .

16.2 The Transport Organiser reserves the right to refuse Goods whose packaging or packaging appears to be defective and/or poses a risk to the company's premises and/or other goods in storage.

16.3 The Transport Organiser is responsible for the safekeeping of the Goods entrusted to it within the limits of Article 15 of these GTC.

16.4 The depositor shall not have access to the warehouses chosen by **the Transport Organiser** unless the Organiser agrees in writing.

Article 17: Contractual right of pledge

Regardless of the capacity in which the Transport Organiser **operates, the Client expressly recognises that the Transport Organiser has a contractual right of pledge with a general and permanent right of retention and preference over all Goods, securities and documents in the possession of** the Transport Organiser, as security for all claims (invoices, interest, etc.). costs

incurred, etc.) that the **Transport Organizer** holds against **the Principal**, even prior to or unrelated to the Operations carried out with respect to the said Goods, securities and documents.

Article 18: Jurisdiction and prescription

Any dispute relating to the Operations, regardless of the conditions of sale, the execution of the Contracts or the methods of payment accepted, shall fall under the exclusive jurisdiction of the Commercial Court of the registered office of the **Transport Organiser**.Tags:

Even in the event of a third party claim or a plurality of defendants in particular, drafts, negotiable instruments or acceptance of any settlement do not operate as novation or derogation from this jurisdiction clause.

In addition, any action against **the Carriage Organiser** resulting from contracts entered into with **the Carriage Organiser** is time-barred within one (1) year from the event giving rise to it.

These T&Cs are read and accepted by the **Client***

*(*Mention "read and accepted" bearing the signature and commercial stamp of the Client)*