

English Version

General Terms and Conditions of Sale - Applicable as from September 2026**1 – Scope of Application – Enforceability**

These General Terms and Conditions of Sale (hereinafter referred to as "GTC") govern the contractual relations (hereinafter referred to as "the Contract") between the company Eurofins Assurance & Inspection Morocco, hereinafter referred to in the Offer or the Quotation (as defined in Article 2 below) as "the Company", and its clients, hereinafter referred to as "the Client", together referred to as "the Parties", concerning the provision of services and various expertise (hereinafter "the Services").

The Client's acceptance of these GTC constitutes a waiver of the right to rely on the provisions of its own General Purchasing Conditions or any other provision contained in its commercial documents, of any nature whatsoever, that would contradict these GTC, regardless of when such documents were brought to the attention of the Company.

These GTC cancel and replace any previous version of the GTC. Any derogation from these GTC must be expressly stated in the Quotation (as defined below) or set out in a written document signed by a person duly authorized to represent the Company. Failing this, any provision proposed by the Client, at any time and in any form whatsoever, that derogates from these GTC shall be rejected and considered null and void.

2 – Orders

Any order placed implies full and unconditional acceptance of these GTC.

Any Service or product order gives rise to the issuance of a written offer by the Company (hereinafter "the Quotation" or "the Offer"), on paper (fax or mail) or electronic format, to which these GTC are attached. The written Quotation accepted by the Client, including acceptance of these GTC, returned on paper or electronically, constitutes an order. The Quotation specifies its validity period.

The Quotation supplements may modify these GTC and therefore constitute the specific terms applicable to the Contract.

The performance of the Services may only begin, after receipt by the Company of the accepted Quotation, once the Company has received all necessary information identified in the Quotation.

The benefit of the order is personal to the Client and may not be transferred to any third party without the prior express consent of the Company.

The Client expressly authorizes the Company, for any reason whatsoever, to subcontract the execution of the order to any person of its choice.

Any special condition applicable to an existing order shall not automatically apply to subsequent orders. Each offer from the Company accepted by the Client shall be treated as a separate contract.

Any additional service requested by the Client shall give rise to the issuance of a new Quotation and shall be treated as a new order, potentially involving new indicative execution deadlines.

3 – Prices and Payment Terms

Unless otherwise stated in our quotations, order confirmations, or invoices, our prices exclude transportation costs, travel expenses incurred by our personnel, which will be invoiced separately, and any applicable taxes.

Services are performed at the rate in effect on the date of the quotation. Prices are established based on the data provided by the Client and under normal conditions of performance.

In the case of an additional order, the components of that order (price, deadlines, etc.) are those of the service catalogue unless a specific commercial agreement has been validated with the Client. The conditions granted for the initial order cannot automatically be applied to the additional order.

Applicable taxes, including Value Added Tax (VAT) at the legal Moroccan rate, are those in effect on the invoice date.

Unless otherwise stated in our quotations, order confirmations, or invoices, payment must be made within 30 days from the invoice date, by cheque, bank transfer, or bill of exchange, to the bank details indicated on the invoice. Any other payment method requires the Company's prior approval. No discount is granted for early payment. Payment is considered made only upon actual receipt of funds by the Company.

In case of non-payment of all or part of the sums due by the due date, the Company shall be entitled, without prior notice, to claim late payment interest calculated at the legal Moroccan rate, plus a fixed recovery fee of 500 MAD (Five Hundred Dirhams), without prejudice to the Company's right to suspend all ongoing orders.

Any dispute regarding an invoice must be notified to the Company by registered mail with acknowledgment of receipt within 30 calendar days from the invoice date.

The Client may not offset sums owed to the Company for services provided with sums that may be owed to the Client by the Company for any reason whatsoever, without the Company's prior written consent.

A service is subject to a minimum billing amount of 500 MAD (Five Hundred Dirhams) excluding tax, even if the cost of the service is lower.

Any reissue, at the Client's request, of a certificate or expert report may be invoiced 500 MAD (Five Hundred Dirhams) per document.

The Company may condition the validity of the offer on the payment of a deposit upon acceptance of the quotation, which may amount to up to 100% of the price of the service sold.

4 – Retention of Title

Ownership transfer and the right to use our products, equipment, software, work, and expert reports are subject to full payment of their price.

If the Client wishes to publish, display, reproduce, or generally distribute the expert report in any form or on any medium, the Client must first consult the Company, which shall be free to determine whether it may or may not be identified.

In all cases, whether or not the distribution of the expert report or training materials allows the Company to be identified, the Client guarantees the Company against all consequences, of any nature whatsoever, arising from such distribution, particularly if it causes harm to a third party or to the Company, and shall compensate the Company for any damages owed as compensation for the harm suffered or that the Company may be required to pay to a third party as a result of such distribution. Even after full payment by the Client, the Company reserves the right to retain, use, and publish any expert report in an anonymous manner that does not allow the Client to be identified.

5 – Cancellation and Postponement of Services

In the event of a request by the Client to cancel or postpone any service, the Company reserves the right to apply fixed compensation according to the following scale:

- 50% of the service amount for cancellation or postponement is less than 30 calendar days before the date.
- 70% of the service amount for cancellation or postponement is less than 15 calendar days before the date.
- 100% of the service amount for cancellation or postponement is less than 7 calendar days before the date.

In all cases of cancellation or postponement is less than 7 days before the date, the Company will also invoice all non-refundable reservation expenses incurred (travel, accommodation, equipment rental, mission expenses, etc.).

Any service that has begun is due in full. The fixed compensation amounts above correspond to an anticipated assessment of the expenses incurred and the damage suffered by the Company.

6 – Warranties and Liability

For the performance of the Services, the Company is bound by an obligation of means.

The Company remains free to determine alone the methodologies for performing the services.

Each service report relates exclusively to the site assessed by the Company. Unless otherwise agreed between the Parties, the contractual relationship exists only between the Client, who placed the order, and the Company; no third party may be designated as a beneficiary of the order.

The Client fully guarantees the Company against any claim by a third party linked to the Client or its order in any way, for any reason whatsoever, and undertakes to fully compensate the Company for any damage the Company may be required to pay to a third party.

7 – Limitation of Liability

The Company's liability may only be incurred for the repair of direct and proven damage resulting from a proven fault by the Company in the performance of its contractual obligations.

The Client expressly waives any recourse against the Company for indirect damages, including but not limited to loss of revenue, loss of profit, loss of clientele, loss of opportunity, dismissal costs, or damage to reputation.

Any liability action against the Company must be initiated within one year from the occurrence of the event, giving rise to the damage. After this period, any action shall be inadmissible.

If the Company's liability is established, compensation, all categories combined, may not exceed three times the amount excluding tax invoiced to the Client for the service that caused the damage, up to a maximum of 150,000 MAD (One Hundred Fifty Thousand Dirhams).

8 – Force Majeure

If an event beyond the Company's control occurs, making it impossible to perform its obligations, including any event recognized by Moroccan case law as force majeure, and in particular any new law or regulation, request from the government or any competent administrative authority, failure to obtain, renew, or maintain necessary administrative authorizations, the service or product supply shall be automatically suspended. Such suspension shall not constitute grounds for liability due to non-performance or delay, nor give rise to damages.

9 – Confidentiality

The Company undertakes to treat the expert report confidentially and refrains from using or disclosing it to any third party, for any reason whatsoever, except to prove performance of the service and to obtain payment, or upon request from a competent administrative authority, or pursuant to a final court decision.

The Company also undertakes to treat confidentially all technical, commercial, financial, or other information communicated to it while performing its service and identified as confidential by the Client.

The Client undertakes to treat confidentially all technical, commercial, financial, or other information it may learn about the Company while performing the service, as well as the composition of products and the content of software delivered by the Company.

10 – Waiver – Partial Invalidity

If any provision of these GTC is found to be null or unenforceable, the other provisions shall remain in full force and effect. The Parties may agree to replace the invalid provision(s).

Failure by the Company or the Client to enforce any right under GTC shall not constitute a waiver of such right.

11 – Applicable Law / Disputes

These General Terms and Conditions and all contractual relations between the Company and the Client are governed by Moroccan law.

Any dispute relating to the validity, interpretation, performance, or termination of the contract shall be submitted to the exclusive jurisdiction of the Commercial Court of Casablanca, where the Company's registered office is located.