

GENERAL TERMS AND CONDITIONS

1. GENERAL

- 1.1 The Services provided to a client (hereinafter the "Client") by BEST CARGO SURVEY MOROCCO (hereinafter the "Company"), whether directly or through accredited laboratories selected by the Company, are subject to these General Conditions (hereinafter the "GC"). The GC may be supplemented by Specific Conditions applicable to specific Services (hereinafter the "SC"). The GC and SC may be modified periodically; current binding versions are published at: www.best-csm.com. The Client accepts being automatically bound by all subsequent versions available at the aforementioned URL and acknowledges that the Company will use reasonable efforts to notify any modification, including by publication on its website.
- 1.2 The offer, quotation or proposal of the Company for the Services (hereinafter the "Offer"), together with the GC and, where applicable, the SC, form the entirety of the contract (hereinafter the "Contract") between the Company and the Client. Any Offer shall be deemed accepted by the Client, whether acceptance is express or tacit, and whether in writing, by telephone, by any electronic or instant messaging means, or deemed accepted by commencement of Services by the Company.
- 1.3 The Contract replaces all prior discussions and agreements relating to the Services, as well as any terms and conditions the Client might seek to impose during performance of the Services.
- 1.4 The Company may provide various Services, including but not limited to: testing, inspection, certification, laboratory analysis, sampling, conformity verification, customized technological and software solutions, advisory and training services. These services are provided in accordance with the specifications of the Offer or following the applicable program of a national or international body or authority (hereinafter the "Program").

2. PERFORMANCE OF SERVICES

- 2.1 The Company undertakes to perform the Services with reasonable care, skill and diligence and in accordance with: (i) the scope and methods of performance defined in the Offer and (ii) standards and codes of practice deemed appropriate by the Company for the specific Services.
- 2.2 The Client acknowledges that the Company may, at its discretion, delegate or subcontract all or part of the performance of the Services to affiliates, agents or subcontractors and share all necessary information with them. The Company remains responsible to the Client for the performance of Services by such third parties.
- 2.3 The Company is not required to notify the Client of any discrepancy between the quantities, weights, qualities or characteristics of inspected goods and applicable contractual or regulatory specifications, unless such verification has been expressly requested in the Offer.
- 2.4 Inspection reports, certificates, analysis results and other documents issued by the Company (hereinafter the "Documents") reflect the Company's opinion on facts and elements observed at the time of performance. These Documents do not constitute a guarantee of the quality, safety or conformity of inspected/tested goods or products, nor a discharge of the Client's liability to third parties.
- 2.5 Documents are issued in the Client's name and are for its exclusive use. Any reproduction, publication or disclosure to third parties requires the Company's prior written authorization. Documents must be reproduced in their entirety and in the original language, without manipulation or alteration.
- 2.6 Electronic Documents, where applicable, are provided with a digital signature and QR code for verification. The Company retains data and documents for a period of five (5) years, subject to retrieval fees for requests made more than three (3) months after the date of the final report.
- 2.7 Compliance with Applicable Standards
BCSM shall perform the Services in accordance with the applicable laws, regulations, contractual requirements and internationally recognized technical standards relevant to the Services requested by the Client.

Where appropriate, BCSM may apply internationally recognized standards, methods or industry best practices, including ISO, ASTM, EN, API, IP, Codex Alimentarius, GMP+ or other applicable technical references, as specified in the Offer, the applicable procedures or the agreed scope of the Services.

Nothing in these General Conditions shall be construed as representing that BCSM is accredited or certified under any specific standard unless expressly stated in writing.

- 2.8 Independence, Impartiality and Professional Integrity
BCSM performs its Services as an independent and impartial technical services provider.

BCSM undertakes to perform the Services objectively, with professional competence, integrity and due diligence, and to implement appropriate measures to prevent conflicts of interest that could affect the quality, independence or reliability of its Services. The Client shall not request, encourage or attempt to influence BCSM's personnel in a manner that may compromise the objectivity, independence or technical conclusions of the Services.

Any attempt to improperly influence the performance or outcome of the Services shall entitle BCSM to suspend or terminate the Contract without liability.

3. CLIENT OBLIGATIONS

- 3.1 The Client undertakes to: (a) provide in a timely manner all instructions, specifications and information necessary for performance of the Services; (b) ensure access for the Company's representatives to sites, installations, vessels, warehouses and relevant locations; (c) provide, if necessary, special equipment and personnel; (d) ensure safety of working conditions without relying on the Company's advice; (e) inform the Company of any known hazards (radiation, toxic, explosive, etc.).
- 3.2 For Laboratory Services, the Client ensures proper packaging, labeling and timely delivery of samples. The Client is responsible for the accuracy and completeness of technical information provided. Any modification may impact price and schedule.
- 3.3 For on-site Services, the Client ensures locations comply with health and safety laws, provides necessary PPE for Company personnel, appoints a reference person for specific risks, and provides qualified professionals for any set-up operations subject to prior written authorization.
- 3.4 The Client declares that Products are not dangerous. If Products are dangerous, the Client must inform the Company in writing in advance and provide appropriate documentation. The Company may terminate without indemnity or require adequate insurance.

4. Financial Conditions and Payment Terms

- 4.1 The fees for the Services shall be those specified in the Company's Offer, quotation, price list, or any other written agreement between the Parties.

Unless otherwise expressly stated:

- prices are exclusive of Value Added Tax (VAT) and any other applicable taxes, duties or governmental charges;
- all expenses reasonably incurred for the performance of the Services (including travel, accommodation, transportation, customs formalities, laboratory subcontracting, courier services, sampling materials and other reimbursable costs) shall be charged separately unless expressly included in the Offer.

- 4.2 Unless otherwise stated, quotations issued by BCSM remain valid for thirty (30) calendar days from their date of issue. BCSM reserves the right to revise any quotation that has not been accepted within this validity period.

- 4.3 Invoices may be issued:
 - upon completion of the Services;
 - progressively according to the progress of the Services;
 - upon achievement of contractual milestones;
 - or in advance where an advance payment has been agreed.

Unless otherwise agreed, reports, certificates and final deliverables may be withheld until full payment has been received.

GENERAL TERMS AND CONDITIONS

4.4 Unless otherwise agreed in writing, invoices shall be payable within thirty (30) calendar days from the invoice date, without deduction, withholding, counterclaim or set-off. Payments shall be made by bank transfer to the bank account indicated on the invoice.

The date of payment shall be the date on which cleared funds are credited to BCSM's bank account.

4.5 BCSM may require:

- full payment in advance;
- a deposit;
- milestone payments;
- or financial guarantees,

Depending on the nature, duration, value or location of the Services. BCSM shall have no obligation to commence or continue the Services before receipt of the agreed advance payment.

4.6 Without prejudice to any other rights or remedies, BCSM may immediately suspend:

- ongoing Services;
- laboratory testing;
- inspections;
- sampling activities;
- delivery of reports;
- issuance of certificates;
- access to digital platforms,

until all overdue amounts have been fully paid.

Such suspension shall not constitute a breach of contract by BCSM.

4.7 BCSM shall have the right to retain:

- reports;
- certificates;
- laboratory results;
- electronic data;
- samples;
- inspected products;
- deliverables;
- working papers;

until full payment of all outstanding invoices has been received.

4.8 The Client shall bear all taxes, customs duties, withholding taxes, levies or governmental charges applicable to the Services, except taxes imposed directly on BCSM's corporate income. Where withholding tax is required by law, the Client shall:

- pay the withholding tax to the competent authority;
- provide BCSM with the corresponding official tax certificate;
- ensure that BCSM receives the full contractual amount.

4.9 Unless otherwise agreed, all invoices shall be issued and payable in Moroccan Dirhams (MAD).

Where another currency is agreed, payment shall be made in that currency without deduction for exchange fluctuations.

Any banking charges associated with international transfers shall be borne by the Client.

Any dispute relating to an invoice must be notified in writing within seven (7) calendar days from receipt of the invoice.

Failure to notify within this period shall constitute acceptance of the invoice.

The existence of a dispute concerning part of an invoice shall not entitle the Client to withhold payment of the undisputed portion.

4.10 The Client shall not be entitled to set off, deduct or withhold any amount allegedly due from BCSM against amounts payable under the Contract unless such amount has been finally determined by a competent court.

5. CANCELLATION, POSTPONEMENT AND MODIFICATION OF THE SERVICES

5.1 Cancellation and Postponement

a. Following acceptance of the Offer, the Services may not be cancelled, postponed or suspended by the Client without the prior written approval of BCSM.

b. Where BCSM agrees to such cancellation, postponement

or suspension, the Client shall remain liable for payment of all Services already performed and shall reimburse BCSM for all costs, expenses, commitments and liabilities incurred up to the effective date of cancellation or postponement, including, where applicable, mobilization, demobilization, travel, accommodation, laboratory preparation, sampling materials, subcontracting, equipment reservation, administrative costs and any non-refundable third-party charges.

c. BCSM reserves the right to apply cancellation, postponement, standby or waiting charges in accordance with the Offer, the applicable price list or any other contractual arrangement between the Parties.

5.2 Changes to the Services

a. Any modification requested by the Client after acceptance of the Offer, including changes to the scope of work, quantities, sampling, analyses, testing program, inspection schedule, location, reporting requirements or any other contractual requirement, shall be subject to BCSM's prior written acceptance.

b. BCSM reserves the right to revise the fees, delivery schedule, resources, mobilization requirements and any other contractual conditions resulting from such modification. No modification shall become effective unless confirmed in writing by BCSM.

5.3 Delays, Waiting Time and Additional Attendance

a. Where the performance of the Services is delayed, interrupted or rendered impossible for reasons not attributable to BCSM, including any act or omission of the Client, its contractors, suppliers, authorities or other third parties under the Client's responsibility, BCSM shall be entitled to invoice waiting time, standby time, additional attendance, remobilization and any other costs reasonably incurred.

b. Where completion of the Services requires additional visits, inspections, sampling or laboratory work for reasons beyond BCSM's control, such additional Services shall be invoiced separately at BCSM's applicable rates.

5.4 Preservation of Rights

Any acceptance by BCSM of a cancellation, postponement, modification or suspension of the Services shall not constitute a waiver of any of its contractual or legal rights. All costs and liabilities accrued prior to such event shall remain payable by the Client.

6. INSPECTION, SAMPLING, LABORATORY SERVICES AND STORAGE

6.1 Scope of Services

a. BCSM shall perform inspection, sampling, laboratory testing, qualification, validation and related technical services strictly within the scope defined in the Offer, the applicable standards, the agreed methodology and the Client's written instructions.

b. Unless expressly agreed otherwise, the Services do not include continuous monitoring, verification of ownership, hidden defects, future product conformity or any assessment beyond the agreed scope.

6.2 Inspection, Sampling and Laboratory Activities

Inspection, sampling and laboratory services shall be carried out in accordance with internationally recognized standards, applicable accreditation requirements and BCSM's documented procedures. Samples shall be collected, identified, sealed, transported and handled using appropriate traceability measures. Unless otherwise agreed, analytical results and inspection findings apply solely to the samples, products or conditions examined at the time of the intervention and shall not be interpreted as representative of an entire production lot, shipment or future production.

BCSM may subcontract laboratory analyses to competent laboratories while remaining responsible for the overall management of the Services.

6.3 Qualification and Validation Services

Where BCSM performs equipment qualification, process validation, thermal mapping, temperature distribution studies or similar technical services, the conclusions shall apply exclusively to the equipment, products, operating conditions, loading configuration and environmental conditions existing during the study. Any subsequent modification may require partial or complete requalification or revalidation.

6.4 Storage, Retention and Disposal

GENERAL TERMS AND CONDITIONS

Unless otherwise agreed, samples shall be stored under appropriate conditions for a period determined by their nature and applicable procedures, and in any event for no longer than sixty (60) calendar days following issuance of the final report. Analytical records, inspection records and related technical documentation shall be retained for a minimum period of five (5) years.

Upon expiration of the applicable retention period, BCSM may return, destroy or otherwise dispose of samples at the Client's expense and risk, unless prior written instructions have been received.

6.5 Client Responsibilities

The Client shall ensure that all products, samples and information supplied to BCSM are properly identified, packaged and accompanied by all relevant technical and safety information.

The Client shall disclose in advance any hazardous, toxic, explosive, radioactive, biological or otherwise dangerous characteristics of the products or samples and shall remain solely responsible for any consequences resulting from incomplete, inaccurate or misleading information.

6.6 Validity of Results and Limitation of Interpretation

Reports, certificates, inspection findings and laboratory results issued by BCSM reflect only the observations, measurements and analyses performed at the time of the Services.

Unless expressly agreed in writing, BCSM does not provide product warranties, regulatory approvals, continuous monitoring, risk assessments or guarantees regarding future production, commercial performance or compliance of products other than those actually inspected or tested.

7. WARRANTIES, RELIANCE ON REPORTS AND INTELLECTUAL PROPERTY

7.1 Nature of the Services and Limitation of Warranties

The Services provided by BCSM constitute an obligation of professional care and diligence ("obligation de moyens") and not an obligation to achieve a specific result.

BCSM undertakes to perform the Services with the level of skill, care and diligence reasonably expected from an independent provider of inspection, laboratory, qualification, validation and technical services.

Reports, certificates, laboratory reports, inspection reports, technical opinions and other deliverables issued by BCSM represent solely its professional opinion based on the observations made, samples received, measurements performed, tests conducted and information available at the time of the Services.

Unless expressly agreed in writing, BCSM does not provide any warranty regarding merchantability, fitness for a particular purpose, regulatory approval, commercial performance, future production conformity or any commercial, contractual or financial benefit resulting from the Services

7.2 Reliance on Reports and Validity of Results

Reports, certificates and other deliverables are intended solely for the Client identified in the Contract and may not be relied upon, reproduced, disclosed or used by any third party without BCSM's prior written consent.

Unless expressly stated otherwise:

- laboratory results apply only to the samples analysed;
- inspection findings apply only to the Products or conditions existing at the time of inspection;
- sampling results shall not be extrapolated to an entire batch, shipment, production campaign or future production;
- reports and certificates remain valid only under the conditions existing when the Services were performed.

Unless otherwise agreed in writing, BCSM does not provide continuous monitoring of production processes, storage conditions, transport operations or facilities after completion of the agreed Services.

7.3 Intellectual Property and Permitted Use

All intellectual property rights relating to reports, certificates, laboratory reports, inspection methodologies, sampling procedures, qualification and validation protocols, audit tools, training materials, software, databases, photographs, videos,

electronic records, technical documentation, templates, calculation models, operating procedures and proprietary know-how shall remain the exclusive property of BCSM.

Upon full payment of all amounts due, BCSM grants the Client a limited, non-exclusive, non-transferable and non-sublicensable licence to use the deliverables solely for the purpose for which they were issued. The Client shall not modify, reproduce, translate, distribute, commercialize, create derivative works from or otherwise exploit any deliverable without BCSM's prior written authorization.

7.4 Use of the BCSM Name, Logo and Accreditation Marks

The Client shall not use or reproduce BCSM's corporate name, trademarks, logos, accreditation symbols, inspection marks, laboratory symbols, certificates or any other distinctive sign for advertising, promotional or commercial purposes without BCSM's prior written authorization.

Where reports or certificates bear accreditation marks issued by an accreditation body, the Client shall comply with all applicable accreditation rules and shall not make any misleading representation regarding the scope or validity of such accreditation. Any unauthorized or misleading use shall entitle BCSM to require the immediate cessation of such use and to seek all available legal remedies.

7.5 Electronic Records, Digital Technologies and Archiving

BCSM may issue reports, certificates and laboratory results in electronic form, including electronic signatures, QR codes, secure verification links, digital seals or electronic timestamps. Such documents shall have the same evidential value as original paper documents to the fullest extent permitted by applicable law.

BCSM may archive reports, analytical data, inspection records and related documentation in electronic format. Archived records shall constitute admissible evidence of the Services performed.

BCSM may use secure digital technologies, automated processing tools and Artificial Intelligence solely to assist its personnel in performing certain technical or administrative functions. Such technologies shall not replace human expertise or professional judgment. BCSM remains solely responsible for all technical evaluations, conclusions, reports, certificates and deliverables issued under the Contract, which shall always be subject to review and approval by qualified BCSM personnel.

7.6 Survival

The provisions relating to intellectual property rights, ownership of deliverables, reliance on reports, confidentiality, permitted use, electronic records and limitations of liability shall survive the termination, cancellation or expiration of the Contract for so long as necessary to protect BCSM's legal rights and interests.

8. LIABILITY EXCLUSIONS AND DISCLAIMER

8.1 BCSM acts solely as an independent provider of inspection, laboratory, certification, qualification, validation, consulting and training services.

BCSM does not act as an insurer, guarantor, manufacturer, seller, purchaser, carrier or warehouse keeper of the goods or services concerned.

Unless expressly agreed in writing, the Services constitute an obligation of professional care and diligence and shall not be construed as a warranty or guarantee of the quality, conformity, merchantability, fitness for a particular purpose, ownership, future performance or continued compliance of any product, process or service.

8.2 Exclusions of Liability

BCSM shall not be liable for any loss, damage, delay, incorrect conclusion or other consequence arising directly or indirectly from:

- inaccurate, incomplete, ambiguous, misleading or false information, documents, instructions or samples provided by the Client or third parties acting on its behalf;
- latent or hidden defects that could not reasonably be detected during the agreed Services;
- acts, omissions or defaults of third parties not directly engaged by BCSM;
- events beyond BCSM's reasonable control, including Force Majeure, cyber incidents, communication failures, transport disruptions or governmental actions;

GENERAL TERMS AND CONDITIONS

- any matter falling outside the agreed scope of the Services.
- the use, reliance upon, interpretation, reproduction,
- disclosure or distribution of BCSM's reports, certificates, laboratory results or other deliverables by any third party without BCSM's prior written authorization.

8.3 Client's Responsibility

The Client remains solely responsible for:

- the accuracy and completeness of the information and samples supplied to BCSM;
- the proper use of BCSM's reports, certificates and laboratory results;
- obtaining any insurance necessary to protect its goods, operations and commercial interests.

BCSM's fees are not intended to cover the risks normally assumed by insurers.

8.4 No Waiver of Statutory Rights

Nothing contained in these General Conditions shall exclude or limit any liability that cannot legally be excluded or limited under the applicable mandatory law.

9. LIABILITY LIMITATIONS

9.1 The Client must notify any claim to the Company's headquarters by registered letter with return receipt immediately after discovery of the facts and circumstances giving rise to the claim, and in any case within thirty (30) days following such discovery. Failure to notify within this period constitutes an irrevocable waiver of any claim. Furthermore, the Company assumes no liability for any loss, damage or expense of any nature whatsoever (including, but not limited to, legal fees and regardless of cause, related to the Services or in any way connected thereto (the "Loss")), unless action is brought within six (6) months from the date of performance of the Services or, in case of alleged non-performance, within three (3) months from the date when the Services should have been performed.

9.2 The Company's aggregate liability for any claim of Loss shall in no event exceed a total amount equal to fifteen (15) times the commission or fee paid or payable for the specific service or test giving rise to the claim, or MAD 150,000 (or equivalent in USD/EUR), whichever is the lesser. Where the commission relates to multiple services, the commission may be apportioned pro rata based on estimated time or value of each service.

9.3 The Company is not liable for indirect, consequential or special damages, including but not limited to: loss of profits, loss of revenue, loss of production, loss of future business, contract cancellation, loss of information, damage to reputation or goodwill, and damages resulting from delays.

9.4 The above limitations do not apply to: injury to life, body or health; damage caused intentionally or with gross negligence; fraud; product liability claims; and any liability that cannot be excluded or limited under mandatory applicable law.

9.5 The Client guarantees, indemnifies and holds harmless the Company and its officers, employees, agents and subcontractors from any third-party claims for Loss, to the extent such claims exceed the limit in clause 9.2.

9.6 The Company maintains professional liability insurance. The Client obtains its own insurance for Products and consequential risks.

10. HEALTH, SAFETY, SECURITY AND ENVIRONMENT

10.1 Client's Health, Safety and Environmental Responsibilities
The Client shall ensure that all sites, facilities, vessels, terminals, laboratories, warehouses and workplaces where the Services are performed comply with all applicable health, safety, security and environmental laws, regulations and industry standards.

The Client shall provide BCSM, prior to the commencement of the Services, with all relevant information concerning site-specific hazards, emergency procedures, safety rules, hazardous substances, restricted areas and any other conditions that may affect the safe performance of the Services.

The Client shall ensure that all necessary work permits, authorizations, access permits and operational clearances

required for the performance of the Services are obtained prior to BCSM's intervention.

The Client shall provide and maintain safe access to the worksite and shall ensure that BCSM personnel can perform the Services under safe working conditions.

10.2 Safety Requirements and Client Cooperation

Where applicable, the Client shall provide or ensure the availability of:

- appropriate Personal Protective Equipment (PPE);
- qualified escorts or safety supervisors;
- confined space entry permits;
- hot work permits;
- work at height protection systems;
- ATEX-compliant work environments where required;
- lifting equipment certifications;
- emergency and rescue arrangements.

BCSM personnel shall comply with the Client's reasonable site safety procedures, provided that such procedures do not compromise BCSM's independence, professional judgment or applicable legal and accreditation requirements.

10.3 Right to Suspend or Refuse the Services

BCSM reserves the right, without incurring any liability, to refuse, suspend or immediately terminate all or part of the Services whenever, in its reasonable opinion:

- working conditions present an unacceptable risk to health, safety, security or the environment;
- required permits or safety authorizations are unavailable;
- appropriate protective measures or PPE are not provided;
- hazardous conditions have not been adequately controlled;
- the Services would expose BCSM personnel to unacceptable risks, including but not limited to chemical, biological, radiological, explosive, toxic, confined space, work at height, electrical or other significant hazards.

Any suspension, delay or additional costs resulting from such circumstances shall be borne by the Client where attributable to the Client or to the conditions under its control.

10.4 Hazardous Materials, Environmental Protection and Indemnification.

The Client shall accurately identify and declare any hazardous, toxic, flammable, explosive, corrosive, radioactive, infectious or otherwise dangerous substances, products or waste before the commencement of the Services and shall provide all applicable Safety Data Sheets (SDS), handling instructions and emergency response information.

The Client shall remain solely responsible for the safe handling, storage, transport and disposal of such materials and for compliance with all applicable environmental legislation.

The Client shall indemnify and hold harmless BCSM, its directors, employees, representatives and subcontractors against any claims, losses, damages, liabilities, fines, penalties or expenses arising from the Client's failure to comply with its health, safety, security or environmental obligations or from the existence of undisclosed or improperly managed hazards.

10.5 BCSM personnel shall have the right to immediately withdraw from any unsafe situation.

11. CONFIDENTIALITY

11.1 The Parties undertake to keep strictly confidential all technical, commercial and operational information exchanged under the Contract. Exceptions: information already possessed, in the public domain, or required by law or authority.

11.2 The confidentiality obligation survives termination of the Contract for a period of five (5) years.

11.3 The Company may disclose to: network partners; accreditation bodies, certification bodies with mutual recognition agreements; public authorities if required by law.

11.4 The Offer is strictly for internal use. Disclosure to third parties is prohibited without prior written consent.

11.5 Any breach entitles the Company to terminate the Contract and claim damages.

GENERAL TERMS AND CONDITIONS

12. ETHICS, ANTI-CORRUPTION AND SUSTAINABILITY

- 12.1** Each Party declares compliance with applicable anti-corruption legislation and international sustainability standards.
- 12.2** BCSM pursues a sustainable business model, placing environmental, social and economic sustainability at the center of its corporate culture, contributing to the United Nations Sustainable Development Goals (SDGs).
- 12.3** The Client undertakes to act with fairness, honesty, integrity, diligence and environmental respect. The Client has not been convicted for corruption or tax offenses and will immediately inform BCSM of any violation.
- 12.4** BCSM applies zero tolerance for corruption. The Client and its representatives comply with anti-corruption laws and refrain from any illicit payments. Any violation must be reported without delay.
- 12.5** Any breach entitles BCSM to immediately terminate the Contract and claim damages.

13. EXPORT CONTROL, TRADE COMPLIANCE AND SANCTIONS

- 13.1** Compliance with Applicable Trade Laws
The Client represents and warrants that the Services requested from BCSM shall not directly or indirectly violate any applicable export control laws, trade restrictions, embargoes or economic sanctions imposed by the Kingdom of Morocco, the United Nations, the European Union or any other competent authority applicable to the transaction.
The Client further undertakes not to use BCSM's Services in connection with any unlawful or prohibited transaction.
- 13.2** Right to Refuse or Terminate the Services
BCSM reserves the right, without incurring any liability, to refuse, suspend or terminate the Services where it reasonably believes that their performance may expose BCSM to a violation of applicable export control regulations, trade restrictions or international sanctions.
The Client shall indemnify and hold harmless BCSM against any claims, penalties, losses or liabilities arising from the Client's failure to comply with this clause.

14. TERMINATION AND SUSPENSION

- 14.1** BCSM may terminate for: (a) Client insolvency or cessation; (b) breach of health/safety/environmental obligations; (c) payment delay exceeding thirty (30) days; (d) breach of confidentiality; (e) breach of ethics/anti-corruption/sanctions obligations; (f) Force Majeure exceeding one hundred twenty (120) days; (g) breach of import/export obligations.
- 14.2** BCSM may suspend for: (a) non-payment; (b) safety/environmental/handling non-compliance; (c) failure to recover Products.
- 14.3** The Client may not terminate for convenience. The right to terminate for good cause under Moroccan law remains applicable.

- 14.4** Upon termination: the Client pays all fees for Services performed; BCSM may apply penalties and claim damages; Documents remain BCSM property until full payment; confidentiality survives.

15. FORCE MAJEURE

- 15.1** Force Majeure means an event beyond the reasonable control of the Party, unforeseeable at contract conclusion, the effects of which could not reasonably have been avoided.
Force Majeure events include, without limitation: (Pandemics, epidemics, wars, terrorism, cyberattacks, government restrictions, port closures, strikes, energy shortages, natural disasters,...).
- 15.2** The affected Party notifies without delay, describing circumstances and estimated duration. Relief from liability applies from the time of impediment, subject to timely notification.
- 15.3** If Force Majeure exceeds one hundred twenty (120) days, the Parties assess renegotiation or termination.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

- 16.1** These GC and the Contract are governed by the laws of the Kingdom of Morocco.
- 16.2** The Parties endeavor to settle disputes amicably within thirty (30) days of written notification.
- 16.3** Unresolved disputes are subject to the exclusive jurisdiction of the courts of Casablanca, Morocco.

17. DATA PROTECTION

- 17.1** The Parties process personal data in accordance with Law No. 09-08 on the protection of individuals with regard to the processing of personal data, and applicable GDPR provisions.
- 17.2** BCSM's Privacy Policy forms an integral part of these GC.
- 17.3** BCSM may process personal data only to the extent necessary for performing the Services.

18. MISCELLANEOUS

- 18.1** These GC, the Offer and the Order Confirmation constitute the entire agreement and replace all prior negotiations.
- 18.2** Amendments require written agreement signed by both Parties.
- 18.3** If any provision is invalid, the remaining provisions remain in force.
- 18.4** No delay or failure to exercise rights constitutes a waiver.
- 18.5** Assignment of the Client's receivables against BCSM requires BCSM's written authorization.
- 18.6** No third-party rights are created except as expressly stated.
- 18.7** The French version prevails in case of discrepancy between French and English texts.

19. COMMUNICATIONS

- 19.1** Communications are in writing by registered letter with return receipt, email or fax, and are deemed effective upon receipt.
- 19.2** Communications use addresses in the Offer or as subsequently notified.