

General Terms and Conditions of Business of TÜV Rheinland Morocco

1. Scope

- 1.1 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.2 The client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, shall not apply and shall hereby be expressly excluded. No contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland Morocco does not explicitly object to them.

2. Quotations

Unless otherwise agreed, all quotations submitted by TÜV Rheinland Morocco shall be subject to change without notice.

3. Coming into effect and duration of contracts

- 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland Morocco or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland Morocco. If the client instructs TÜV Rheinland Morocco without receiving a prior quotation from TÜV Rheinland Morocco (quotation), TÜV Rheinland Morocco is – in its sole discretion – entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
- 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
- 3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice to the end of the contractual term.

4. Scope of services

- 4.1 The scope of the services shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland Morocco shall be decisive.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 4.3 Furthermore, TÜV Rheinland Morocco is entitled to determine (in its sole discretion) the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
- 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organisations, use and application in accordance with regulations, nor of the systems on which the installation is based; in particular, no responsibility shall be assumed for the construction, selection of materials and assembly of installation, nor for their use and application in accordance with regulations unless these questions are expressly covered by the contract.

TÜV Rheinland Morocco undertakes to comply with all required instructions of safety and to make available all necessary resources for the proper conduct of the work, But TÜV Rheinland

Morocco shall not be responsible for the accuracy or checking of the safety

programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

5. Performance periods/dates

- 5.1 The contractually agreed periods and dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if confirmed as binding by TÜV Rheinland Morocco in writing.
- 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland Morocco. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland Morocco.

6. The client's obligation to cooperate

- 6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland Morocco.
- 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions.
- 6.3 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland Morocco shall be entitled to charge extra for such additional expense.

7. Invoicing of work

- 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland Morocco price list valid at the time of performance.
- 7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
- 7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds 25,000.00 MAD, TÜV Rheinland Morocco may demand payments on account or in instalments.
- 7.4 TÜV Rheinland Morocco reserves the right to apply cancellation fees equivalent to twenty percent (20%) of the CoC fee for each file concerned by the cancellation.

8. Payment terms

- 8.1 All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts shall be granted.
- 8.2 Payments shall be made to the bank account of TÜV Rheinland Morocco as indicated on the invoice, stating the invoice and customer numbers.
- 8.3 In cases of default of payment, TÜV Rheinland Morocco shall be entitled to claim default interest at a rate of 12%. At the same time, TÜV Rheinland Morocco reserves the right to claim further damages.

8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period "by a written commitment mentioning the deadline agreed upon by both parties", TÜV Rheinland Morocco shall be entitled to cancel the contract, withdraw

the certificate, claim damages for non-performance and refuse to continue performance of the contract without prejudice to rights of TÜV Rheinland Morocco to institute any and all legal proceedings and pursue any remedies

available under applicable law against the client.

- 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned and/or dishonoured cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
- 8.6 Objections to the invoices of TÜV Rheinland Morocco shall be submitted in writing within two weeks of receipt of the invoice. After this period, the invoice is deemed accepted by the customer.
- 8.7 TÜV Rheinland Morocco shall be entitled to demand appropriate advance payments.
- 8.8 TÜV Rheinland Morocco shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland Morocco shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship by the end of the period of notice of changes in fees. On the earlier of where contract is not terminated or where client does not object within one week of notification of the rise in fees, the changed fees shall be deemed to have been agreed upon expiry of the above period.

In case of a fee increase, the client will be informed about the value and the period of this increase.

- 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland Morocco.

9. Acceptance

- 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland Morocco for acceptance as an instalment. The client shall be obliged to accept it immediately.
- 9.2 If the client fails to fulfil its acceptance obligation immediately, acceptance shall be deemed to have taken place 4 calendar weeks or such other time constraint as indicated in writing by TÜV Rheinland Morocco to the client, after performance of the work if TÜV Rheinland Morocco has specifically made the client aware of the aforementioned deadline upon performance of the service.

10. Confidentiality

- 10.1 "Confidential Information" means all information, documents, pictures, drawings, know-how, data samples and project documents handed over by one Party (hereinafter "Disclosing Party") or otherwise disclosed from the beginning of the contract. This also includes copies of this information in paper and electronic form. When provided in writing or in any physical form, Confidential Information must be identified by the words "confidential" or a similar wording indicating the confidential nature of the information.

entitled to store, use, further develop and pass on the data obtained in connection with the provision of Services for the

In the case of Confidential Information that is passed on orally, appropriate prior information must be provided. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV (non-personal) within the scope of the Provision of Services by TÜV. TÜV is purpose of developing new Services, improving Services and analysing the provision of Services.

10.2 Confidential Information

- a) may only be used by the Receiving Party to fulfil the purpose of the contract, unless otherwise expressly agreed in writing with the Disclosing Party,
- b) may not be duplicated, distributed, published or passed on in any other form by the receiving Party, with the exception of such Confidential Information necessary to fulfil the purpose of the contract or such Confidential Information which the Receiving Party must pass on the basis of judicial instructions or legal or government regulations; this concerns in particular the Confidential Information to be passed on to supervisory authorities and/or accreditors of TÜV within the framework of the provision of Services to Affiliated Companies of TÜV or subcontractors or their respective employees. "Affiliated Companies" shall mean all companies, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with a Party. For purpose of this definition "control" of a company shall mean to have, directly or indirectly, (i) the ownership of the majority of shares or voting rights or (ii) the right to elect or appoint, directly or indirectly, the majority of the managing directors, the board of directors, or a similar managing body or (iii) the power to direct or cause the direction of the management and policies of a corporation, company or other entity.
- c) Must be treated confidential by the Receiving Party in the same way as it treats its own Confidential Information, but in no case less carefully than with requisite care & attention.

10.3 The Receiving Party shall make the Confidential Information received from the Disclosing Party available only to those persons who need it to provide Services under this GTC. These persons include advisors to the receiving Party and its Affiliates.

10.4 The term "Confidential Information" does not include information which:

- a) Was already generally known at the time of publication or becomes known to the general public without a violation of this GTC, or
- b) Was demonstrably known to the Receiving Party at the time of conclusion of the contract or are thereafter disclosed in a justified manner by a third Party; or
- c) Was already in the possession of the Receiving Party prior to transmission by the Disclosing Party; or
- d) The Receiving Party has independently developed irrespective of the transmission by the Disclosing Party.
- e) Is mandatory by law or by an order of the Courts to disclose such information.

10.5 Confidential information remains the

property of the respective Disclosing Party. The Receiving Party hereby agrees to immediately (i) return all Confidential Information, including all copies thereof, to the Disclosing Party at any time upon the request of the Disclosing Party, or to (ii) destroy the Confidential Information, including all copies thereof, upon the request of the Disclosing Party, and to confirm in writing the Disclosing Party the fact of such destruction.

The above-mentioned obligation to return or destroy does not apply to:

- a) Reports and certificates drawn up exclusively for the purpose of fulfilling the contractual obligations under the contract for the client, which remain with the client. However, TÜV is entitled to take copies of this and the Confidential Information, which forms the basis for the preparation of these reports and certificates, as proof of proper performance of the contract and for general documentation purposes for its files; or
- b) Confidential Information that is stored on backup servers or in analog backup systems on a generational basis during routine data backups as part of normal archiving processes; or
- c) The extent contrary to laws, regulation, orders of a competent court, an administrative or supervisory authority or an accreditation body.

10.6 This confidentiality obligation exists from the beginning of the contract and continues to apply for a period of five years after termination of contract.

10.7 TÜV Rheinland Morocco shall inform the client, in advance, of the information it intends to place in the public domain. Except for information that the client makes publicly available, or when agreed between TÜV Rheinland Morocco and the client (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential.

10.8 TÜV Rheinland Morocco is required by law or authorized by contractual commitments to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.

10.9 TÜV Rheinland Morocco shall treat the information disclosed from sources other than the client (e.g.: complainant, regulators) as confidential.

11. Copyrights

11.1 TÜV Rheinland Morocco shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland Morocco.

11.2 The client may only use expert reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.

11.3 The client may use test reports, test results, expert reports, etc. only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of TÜV Rheinland Morocco.

12. Liability of TÜV Rheinland Morocco

12.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland Morocco for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland Morocco shall be limited to:

(i) in the case of contract with a fixed overall fee, up to a maximum of 100 % of overall fee paid by the client for the entire contract.

(ii) in the case of contracts for annually recurring services, to the agreed annual fee;

(iii) in the case of contracts expressly charged on a time and material basis to a maximum of 20,000 Euro and

(iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of Contractor is limited in any event of damage or loss to 2.5 Mio Euros

12.2 The limitation of liability according to article 12.1 above shall not apply to all damage and losses caused by malice, or wilful misconduct on the part of any of the legal representatives of TÜV Rheinland Morocco or their vicarious agents. Such limitation shall also not apply to damages caused by a person's death, physical injury or illness.

12.3 TÜV Rheinland Morocco shall not be liable for personnel made available by the client to support TÜV Rheinland Morocco in the performance of its services regulated under this contract, unless personnel made available may be regarded as vicarious agents of TÜV Rheinland Morocco. If TÜV Rheinland Morocco is not liable for personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland Morocco against any claims made by third parties.

12.4 The limitation periods for claims for damages shall be based on statutory provisions.

12.5 Neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss or any loss of profit or revenue, loss of production or downtime costs, loss of contract or loss of goodwill or other pure economic loss arising under or in connection with the agreement ("consequential loss").

13. Partial invalidity, written form, place of jurisdiction

13.1 No ancillary agreements to this contract have been concluded.

13.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.

13.3 Should one or several of the provisions under this contract be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.

13.4 The place of jurisdiction for all disputes arising in connection with this contract is Morocco. This contract is governed by Moroccan law.

14. Health Safety and Environment

14.1 The client shall ensure TÜV Rheinland Morocco employee is provided with a safe work environment for executing the work assignments at client's premises and also provide necessary HSE inductions on workplace hazards, additional activity specific personnel protective equipment as applicable.