Terms and Conditions of Sale – Böllhoff SARL 07/2024

1. Scope

These General Terms and Conditions of Sale apply exclusively to all sales, present and future, concluded with business customers. Any terms and conditions of the customer that differ from or supplement these terms shall have no effect unless we accept them in writing.

2. Quotations, conclusion of the contract and price changes

Our quotations are non-binding unless otherwise stated in the order confirmation. The contract is concluded upon receipt of our written order confirmation.

We reserve the right to adjust, within reasonable limits, any prices not designated as fixed in our quotations and order confirmations if our costs increase significantly (including materials, personnel, energy, overheads, taxes, customs duties, transport and exchange rates). We are not obliged to honour previous prices for repeat or additional orders.

3. Prices, minimum order value, over- or under-deliveries

Prices are stated in **EUR**, **exclusive of taxes**, ex works at Böllhoff Maroc's warehouse (**EXW – Incoterms**), with full original packaging included. Customs duties, taxes and import or export charges shall be borne by the customer unless otherwise agreed in writing.

Items listed in the price list are invoiced at the price list in force on the date of delivery. We reserve the right to round up or down to the nearest packaging unit.

For any order with a value below EUR 100 exclusive of VAT, we charge a flat handling fee of **EUR 50** exclusive of VAT, irrespective of any agreed discounts.

We reserve the right to deliver up to **5%** more or less than the quantity ordered, with a corresponding price adjustment.

4. Payment terms and acceleration of due dates

Invoices are payable **net within 30 days** of the invoice date, irrespective of the delivery date, unless otherwise agreed in writing. The agreed period must comply with the statutory limits on payment terms in Morocco (Law 32-10 / Law 69-21).

Payments by cheque or bill of exchange are accepted subject to clearance. Any late payment shall, by operation of law and without prior notice, incur **late-payment charges at a rate of 1% per day**, together with a collection fee of 5%.

Failure to comply with the payment terms, or any circumstance brought to our attention after conclusion of the contract that is likely to reduce the customer's creditworthiness, shall make all our claims **immediately due** and payable. We shall inform the customer in writing. We may then make any remaining deliveries and services conditional upon advance payment or security, claim damages for non-performance, and recover goods delivered subject to retention of title at the customer's expense, without prejudice to our other rights.

ZONE D'ACCELERATION INDUSTRIELLE DE NOUACEUR LOT 18 NOUACEUR CASABLANCA
TP: 32000684 - IF: 53765343 - RC: 584659 - ICE: 003280294000046
TEL: +212 520964210 – EMAIL: bma_info@boellhoff.com- WEBSITE: www.boellhoff.com/ma

5. Delivery periods and open orders

Delivery periods are indicative, even if this is not expressly stated, and do not constitute a firm commitment by us to deliver on a fixed date. They commence only once all agreed conditions have been met (including documents, approval of samples and any deposit) and all technical questions have been clarified. Compliance with our delivery periods assumes that the customer fulfils its own obligations correctly and on time.

For open orders (call-off purchases), the customer must take delivery of the goods within one year of the confirmed delivery date, unless otherwise agreed.

In the event of delay on our part, the customer must grant us a reasonable additional period. Once that period has expired, the customer may terminate the contract if the goods have not been declared ready for dispatch. Part deliveries may not be refused.

No penalty or compensation of any kind may be claimed in the event of delay. Any claim for damages, in addition to or in lieu of performance, is excluded, except in cases of wilful misconduct or gross negligence on our part.

Any inability to source or perform due to border closures, disruption arising from strikes, war or any other force majeure event shall release us from liability.

6. Packaging and dispatch

Unless specifically agreed otherwise in writing, we shall choose the packaging at our discretion. The return of used packaging shall be at the customer's expense.

All consignments, including carriage-paid deliveries, travel at the customer's expense and risk from our warehouse. Unless otherwise agreed, we shall choose the mode and route of transport, without guaranteeing that either will be the cheapest or fastest.

If goods declared ready for dispatch are not collected as agreed, or if their transport is permanently or temporarily impossible for reasons beyond our control, the price shall remain payable. We may store the goods at the customer's expense and risk.

7. Impediment to delivery and force majeure

Operational disruptions of any kind and force majeure events (Article 269 of the Dahir of Obligations and Contracts) shall release us from our delivery obligations for the duration of the disruption or event. These include, in particular, traffic restrictions, strikes, blockages, supply difficulties affecting us or our suppliers, port or customs delays or blockages, import or export restrictions, and any circumstance preventing supply, production or dispatch. The customer may neither claim damages nor terminate the contract in such cases. We may extend the delivery period accordingly and suspend all or part of our delivery obligation.

8. Warranty and complaints

Our technical assistance, whether oral or written, is provided without obligation, including with regard to any third-party industrial property rights. It does not relieve the customer of the duty to verify that our products are suitable for the intended processes and uses. If we are nevertheless held liable, our liability for all relevant damage shall be limited to the value of the goods delivered and actually put to use.

Where a first sample has been agreed, if the customer's express approval is absent or differs from the sample, the order or call-off delivery shall constitute approval. Products conforming to the approved first sample shall be deemed to comply with the contract.

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The customer must inspect the goods immediately upon receipt and notify us in writing of any apparent defect within [8] days of receipt. Failing this, the goods shall be deemed accepted. Defects that could not be detected on inspection must be reported immediately upon discovery and within the statutory time limits; otherwise, the goods shall be deemed accepted in respect of that defect.
Complaints do not entitle the customer to suspend payment or reduce the price.

If a defect is covered by the warranty, we shall, at our discretion, repair or replace the goods. We shall bear the necessary costs, except where those costs increase because the goods have been moved to a place other than the place of performance.

If we are unwilling or unable to remedy the defect or supply a replacement, if this is delayed beyond a reasonable period for a reason attributable to us, or if the repair fails, the customer may exercise its other statutory rights.

No complaint or objection, even if justified, authorises the buyer to defer payment of an invoice. In the event of non-payment, the amounts due shall automatically bear interest at 1.5 times the statutory interest rate from the due date, without prejudice to the debt becoming due and payable. Failure by the buyer to meet its payment obligations shall automatically make all sums still owed immediately due and payable, including sums not yet due. In that case, any remaining goods may be delivered only against security. Such failure shall be sufficient grounds for terminating the unfulfilled balance of the orders, without prejudice to our rights. We may invoke statutory set-off at any time in respect of amounts we owe to our suppliers and amounts owed to us by those same suppliers.

9. Liability

The customer may not claim compensation for any damage not caused to the goods supplied themselves, including reimbursement of wasted expenditure. This exclusion shall not apply to:

- Damage resulting in loss of life, personal injury or harm to health;
- Cases of wilful misconduct or gross negligence on our part, on the part of our legal representatives or on the part of our agents;
- Any express warranty given by us;
- Cases in which liability is imposed by law (for example, product liability).
- In the event of a breach of an essential contractual obligation, our liability shall be limited to typical and foreseeable damage, except in cases of wilful misconduct, gross negligence, loss of life, personal injury or harm to health.

10. Exclusion of liability for zinc-plated surfaces

For steel fasteners with a strength class of 10.9 or higher, or a surface hardness greater than 320 HV, the risk of hydrogen-induced brittle fracture cannot be entirely excluded. Electroplated coatings are applied in accordance with DIN EN ISO 4042, Annex A. We accept no liability for any damage arising in this respect.

11. Retention of title

The goods supplied shall remain our property until all our present and future claims arising from the business relationship have been paid in full. The validity of this clause and its enforceability against third parties (including any written formalities or registration/publicity requirements) must be verified under Moroccan law. [To be legally reviewed.]

The customer may process and resell the goods in the ordinary course of its business. The customer may not pledge them or assign them by way of security. The customer must notify us without delay of any seizure or third-party claim and, on request, store the goods at a site chosen by us.

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If the customer fails to meet its payment obligations, in whole or in part, we may demand the return of the goods after a formal notice has remained without effect. Such demand shall constitute termination of the contract.

Retention of title shall extend to products resulting from the processing, mixing or assembly of the goods. The customer shall carry out such processing, mixing or assembly on our behalf, without any obligation on our part, and shall assign to us in advance ownership of the new products, which it shall hold for us. If the goods are mixed with goods not belonging to us, we shall acquire co-ownership of the new product in the proportion represented by the value of our goods (the invoice amount inclusive of VAT) relative to the other components. If the customer's item is the principal item, the customer shall assign to us co-ownership in the corresponding proportion and hold it for us.

The customer's claims arising from the resale of goods subject to retention of title are hereby assigned to us in advance, including after processing. In the event of resale together with goods not belonging to us, the assignment shall be limited to the share corresponding to our co-ownership. The customer remains authorised to collect these claims in its own name for as long as it fulfils its obligations to us. Otherwise, on request, the customer must provide us with the debtors' details, the amounts and copies of the invoices, and we may notify the debtors of the assignment.
If the value of our security exceeds our claims by more than 10%, we shall release the excess security at the customer's request, at our discretion.

12. Moulds, tools and equipment

Unless otherwise agreed, the customer shall bear the costs of manufacturing moulds, tools and equipment. The customer shall become their owner only after payment in full. Delivery to the customer shall be replaced by our obligation to keep them in safe custody. Until an agreed minimum number of parts has been delivered and/or a specified period has expired, they shall remain our exclusive property. Moulds, tools and equipment belonging to the customer shall be marked as third-party property and insured by us at the customer's request. Where the transfer of moulds, tools or equipment involves a transfer of know-how, we may claim reasonable financial compensation.
Where the customer lends us its own moulds, tools or equipment, we shall keep them with the same care as our own equipment. Maintenance costs and insurance premiums shall be borne by the customer. Our obligations shall end once the order has been fulfilled if the customer does not collect the items after being asked to do so. We may then return them at the customer's expense. We may exercise a right of retention over the moulds, tools and equipment for as long as the customer has not fulfilled its contractual obligations.

13. Disclosure of customer information

To the extent required for performance of the contract, we may disclose information provided by the customer (including models, drawings and data) to our suppliers and companies within the Böllhoff Group, provided that the information is marked "Confidential" or bears an equivalent marking. These recipients are bound by confidentiality obligations.

14. Compliance

The customer and Böllhoff Maroc undertake to comply with applicable laws and regulations, in particular those relating to the prevention of corruption, export controls and economic sanctions. Each party shall refrain from any act that could result in a breach of law or a sanction being imposed on its employees or third parties (for example, active or passive bribery, or the granting or acceptance of improper benefits).

15. Place of performance

Unless otherwise agreed, the place of performance shall be the registered office of BMA Boellhoff SARL in Nouaceur, Morocco.

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16. Governing law and jurisdiction

The contract shall be governed exclusively by Moroccan law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980), to the extent that it would otherwise apply.

The Commercial Court of Casablanca shall have exclusive jurisdiction over all disputes relating to deliveries and payments, including payments by cheque or bill of exchange.

17. Data protection

The business relationship entails the recording and processing of personal data in accordance with Law No. 09-08 on the protection of individuals with regard to the processing of personal data and the requirements of the CNDP.

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