

GENERAL TERMS AND CONDITIONS OF SERVICE

1. General

Unless otherwise agreed in writing, all offers and services provided by **BE.SUPERINTENDENT** (the "Company") are governed by these General Terms and Conditions.

The Company provides independent inspection, verification, testing, sampling and related services to clients (the "Client").

The Company acts solely as an independent inspection company and does not act as an insurer, guarantor, carrier, seller or buyer of the goods.

2. Provision of Services

Services are performed with reasonable care and professional skill in accordance with the Client's written instructions, recognized international standards, industry practices and the Company's professional judgment.

Services may include but are not limited to quantity inspection, tank gauging, sampling, additive injection supervision, laboratory testing, documentary verification and bunker surveys.

Reports do not constitute a guarantee of the quality, quantity, condition or fitness of the goods.

4. Sampling and Testing

Where samples are collected, test results apply only to the samples tested and may not represent the entire cargo or lot.

Unless otherwise agreed, samples may be retained for a maximum period of three (3) months.

5. Client Obligations

The Client shall provide clear instructions, necessary documentation and ensure safe and unrestricted access to the relevant facilities, vessels, tanks or terminals.

The Client must inform the Company of any hazards or risks associated with the goods or the work environment.

6. Access and Safety

The Client shall ensure that all necessary safety measures are implemented to protect personnel during the performance of services.

The Company reserves the right to suspend or refuse services where safety conditions are considered inadequate.

7. Subcontracting

The Company may subcontract all or part of the services to qualified agents or subcontractors when required.

13. Force Majeure

The Company shall not be liable for delay or failure to perform services caused by events beyond its reasonable control including weather conditions, port restrictions, labor disputes or governmental actions.

14. Confidentiality

All information obtained during the course of the services shall be treated as strictly confidential unless disclosure is required by law.

15. Non-Solicitation

The Client agrees not to solicit or employ any Company personnel involved in the services for a period of twelve (12) months following completion of the services.

16. Use of Company Name

The Client shall not use the Company's name, reports or logo for advertising or promotional purposes without prior written consent.

17. Governing Law

These Terms and Conditions shall be governed by the laws of the Kingdom of Morocco.

Any dispute shall fall under the jurisdiction of the competent courts of Morocco.

18. Cargo Contamination Protection

The Company shall not be responsible for contamination, commingling or deterioration of cargo occurring before, during or after the inspection unless such contamination is directly caused by proven negligence of the Company.

19. Bunker Survey Protection

For bunker surveys, the Company acts solely as an independent observer.

All calculations are based on measurements and data available at the time of the survey and do not constitute a guarantee of the quantity delivered or received.

20. Sampling Witness Clause

Where the Company witnesses sampling conducted by third parties, the Company's responsibility is limited to observing the sampling process.

The Company shall not be responsible for the calibration, condition or operation of equipment used by third parties.

21. Off-Spec Cargo Protection

The Company shall not be responsible for off-specification cargo unless testing performed directly by the Company demonstrates non-compliance with the applicable specification at the time of sampling.

8. Fees and Payment

Unless otherwise agreed in writing, invoices are payable within thirty (30) days from the invoice date.

Late payments may incur interest charges and the Client shall bear all bank transfer fees.

9. Suspension or Termination

The Company may suspend or terminate services without liability in the event of non-payment, unsafe working conditions, failure of the Client to meet obligations or force majeure.

10. Limitation of Liability

The Company's liability for any claim arising out of the services shall be limited to ten (10) times the service fee or EUR 50,000 whichever is lower.

The Company shall not be liable for indirect or consequential losses including loss of profit, loss of business or loss of opportunity.

11. Indemnification

The Client shall indemnify and hold harmless the Company and its employees from any claims by third parties arising from the performance of services or from inaccurate information provided by the Client.

12. Claims

Any claim must be submitted in writing within thirty (30) days from the date of the service or report.

The Company shall be discharged from liability unless legal proceedings are initiated within one (1) year from the date of service.

22. Terminal Measurement Discrepancy

Any discrepancies between terminal measurements, vessel measurements or shore measurements are outside the responsibility of the Company unless caused by proven negligence of the Company.

23. Letter of Indemnity (LOI) Protection

Where services are performed under a Letter of Indemnity issued by the Client or a third party, the Company shall rely on such indemnity and shall not be liable for any consequences arising from instructions given under such LOI.