



General Terms and Conditions of Sale (Morocco)

Parker Hannifin France SAS (Morocco)

1. In these general terms and conditions of sale ("Conditions") the expressions below are defined as follows:

- (a) The "Vendor" : Parker Hannifin France SAS
- (b) The "Buyer": the physical person or legal entity, stated on the order as the buyer
- (c) The "Products": the products or equipment described in the quote or order acknowledgment concerned, comprising standard products or the result of custom work, depending on the case.
- (d) "Services" means the services to be supplied by the Vendor in accordance with the quote or order acknowledgment.
- (e) "Software" means any software related to the Products, whether embedded or separately downloaded.

2. Any order addressed to the Vendor, whether issued by paper-based transactions or via facsimile or other forms of electronic data interchange (EDI) or electronic commerce, automatically means that the Buyer unconditionally accepts these Conditions and waives its own general conditions of purchase. Any derogation from these Conditions can only be the result of special conditions agreed to in writing by the Vendor. The Vendor's failure to rely on any of these Conditions at a given moment may not be interpreted as implying that the Vendor will not rely on it at a later date.

If any of the clauses contained in these Conditions or a part of a clause is void or unenforceable, only that clause or the part of that clause shall be considered as void or unenforceable, with no effect upon the validity or applicability of the other parts of these Conditions.

3. Unless specifically agreed in writing by the Vendor in specific terms and conditions or in the quotation itself, quotations will be valid for a period of three weeks from the date of issue.

4. Technical documents issued by the Vendor are the exclusive property of the Vendor, who is the sole owner of the industrial and/or intellectual property rights concerned. The submission of these documents or access to them may under no circumstances be interpreted as an authorization to use those rights, which are reserved for the Vendor. The ownership of any designs, drawings, patterns, and tools designed by the Vendor at the Buyer's request shall remain with Vendor.

5. An order only becomes firm and final and a contract shall be formed after written acknowledgment and confirmation of the order by the Vendor. The execution of an order is subject to payment of the previously stipulated deposit. In the event of cancellation of an order by the Buyer, where performance of the order has begun, and where there is no fault on the part of the Vendor, any deposit received will be retained by the Vendor as of right and the full price for Products already delivered will remain payable. In cases

where the Product is the result of custom work, the term 'order in progress' should be understood to mean not only that part of the order in manufacture and/or delivery but also any special stock procured for the order, received on the Vendor's premises, and any stocks purchased from the Vendor's suppliers and subcontractors in relation to the order, which cannot be cancelled. The part of the order executed will be invoiced at a cost determined by the Vendor, according to the cost of materials and labour costs incurred to produce the order. These costs will be increased by a profit margin appropriate to the proven costs and expenses incurred, to arrive at a transaction consistent with these Conditions.

6. Delivery times are given only for scheduling purposes. They are as accurate as possible. Any late delivery does not give the Buyer the right to cancel the order, to reject the Products, or to claim damages. The Buyer can only cancel the order if the Vendor does not deliver the Products within sixty days following notice from the Buyer and, in case of cancellation, the Vendor will only refund to the Buyer deposits already paid in connection with this order. If delivery of the Products is delayed due to circumstances outside of Vendor's control, for any reason at all, it shall be deemed to have been affected on the agreed delivery date and will not give any rights to Buyer to claim any damages. An acceptance by the Vendor of a modification to the order releases Vendor from meeting the originally agreed delivery dates.

7. Unless otherwise agreed upon between the Buyer and the Vendor, the applicable delivery term shall be FCA Incoterms® 2020 Vendor's named facility. Carriage of Products is wholly for the Buyer's risk and account, but shall be arranged by Vendor and the transportation costs invoiced to the Buyer. Insurance, customs, handling, and on-site movement to the structure concerned is the Buyer's responsibility. In the event of international transport of Products it is the Buyer's duty to comply with the necessary conditions, such as furnishing Vendor with its national VAT registration number and/or proof of transport. Risks are transferred to the Buyer in accordance with the applicable Incoterms®. It is the Buyer's responsibility, in the event of missing or damaged Products, to issue any necessary reservations against the transportation company. Any Product that is not the subject to reservations expressed in a registered letter within seven days of receipt, addressed to the transportation company in accordance with article 553 of the Moroccan Code on Obligations and Contracts, with a copy addressed simultaneously to the Vendor, will be deemed not to be missing and free of any damage by the Buyer.

8. Prices are exclusive of VAT and based on delivery FCA Incoterms® 2020 Vendor's named facility, plus the cost of non-returnable packaging, and are the prices in force on the day of the delivery. VAT shall be added to the price and shall be paid by the Buyer where applicable. The attention of the Buyer is drawn at the fact that prices may change throughout the year, subject to prior written notice to Buyer. In particular, in case of changes in market conditions, such as changes in exchange rates, changes in taxes, levies, duties and tariffs, energy and labour costs and raw material prices, including



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but not limited to steel, brass, rubber, copper, magnetics and aluminium, prices may be subject to changes (after the conclusion of the contract and) before the delivery of the Products. Prices are calculated net, are not discountable and are, unless otherwise agreed upon in writing, payable at thirty days at the end of the month in which the invoice was issued. Deposits are, however, payable cash. For prices specified per quantity, any order for a lesser quantity will result in that price being modified.

The Buyer expressly waives any right of set-off or possible claims against the Vendor.

For certain customized products or equipment, the Vendor may indicate in its order confirmation that delivery will be postponed until payment of the full price.

9. Notwithstanding the method of payment, only the actual crediting of the amount to the Vendor's account will constitute effective payment. In the event of non-payment on a single due date, all sums invoiced and not yet due become due and payable immediately. In the event of late payment, penalties shall be applied in line with article 78.3 of the law n° 32-10 amending the law n° 15-95 forming the Moroccan Commercial Code, calculated from the due date until the actual payment date, at the current legal interest rate.

10. The Vendor shall not be liable in events that are outside its control, which will prevent or delay the manufacture, transportation or delivery of the Products, effecting itself, its suppliers and/or its carriers ("Events of Force Majeure"). This includes but is not limited to war, a state of siege or emergency, blockade, mobilization, strike, lock-out or other labour conflicts, sabotage, riots, sedition or rebellion, fire, explosion, flood, epidemics, pandemics or other serious widespread illness(es), public health emergency/ies, serious atmospheric disturbances, air, land or maritime traffic disturbance, delays or negligence by suppliers or companies transporting of raw materials, semi-finished products or replacement parts required by the Vendor, legislative or administrative measures preventing or delaying manufacture or delivery.

11. The Buyer shall only be entitled to withdraw from the contract where the agreed delivery time exceeds the duration of a force majeure event by more than 10 weeks. Before that, the Buyer is only permitted to withdraw, if Vendor has informed the Buyer in writing that it is not able to make the delivery. If at the end of this period the further performance of the agreement places an unreasonably onerous burden on either party, the party in question has the right to declare in writing within a period of 8 (eight) days that the agreement is partially or completely dissolved without the other party being entitled to any damages. Buyer shall not be entitled to order cancelation following its issuance of a unilateral production stop not initiated by government decision.

12. Products sold by the Vendor remain its property until paid for in full, principal and ancillary sums, even where a credit period is granted. However, from the point the Products are placed at the disposal of the Buyer, the Buyer is deemed to be their consignee and custodian and assumes responsibility for risks of loss or damage, as stated in clause

7. Unless stated otherwise, the Buyer may not resell, process, offer as a guarantee or pledge the Products, or make any other use of them that would prejudice the Vendor's rights of ownership.

In the event of the non-payment of an invoice when due, the Vendor may cancel the sale after sending notice and establish an inventory of its Products on the Buyer's premises and the Buyer undertakes to allow the Vendor free access for that purpose. The Vendor will exercise the rights which it has under this retention of ownership, for all its Products held by the Buyer, with them being deemed by agreement to be the ones for which payment has not been made. The Vendor may retain the part of the price already paid by the Buyer by way of compensation, with that compensation not depriving the Vendor of the right to demand compensation for any other damage that it may have suffered.

If the Buyer is the subject of any insolvency proceedings, any orders not yet accepted will be void and the Vendor may exercise its rights of claim over its Products in stock on the Buyer's premises.

13. The Vendor undertakes to supply Products meeting the specifications contained in its order acknowledgments to the exclusion of any other specification or provision, not expressly accepted by the Vendor. The Vendor warrants that the Products are free from defects in material or workmanship. With regard to Services, Vendor warrants only that the Services shall be performed in accordance with generally accepted practices and using the degree of care and skill that is ordinarily exercised and customary in the field to which the Services pertain. Software is only warranted to perform in accordance with applicable specifications provided by Vendor to Buyer. Vendor disclaims all other warranties, express and implied, including but not limited to design, merchantability and fitness for purpose. Vendor does not warrant that the software is error-free or fault-free or fault-tolerant, or that Buyer's use thereof will be secure or uninterrupted. Buyer agrees and acknowledges that the software shall not be used in connection with hazardous or high risk activities or environments such as, but not limited to, the operation of nuclear facilities, aerospace systems, air traffic control, life support, or medical applications. Vendor retains ownership of all software supplied to Buyer hereunder and in no event shall Buyer obtain any greater right in and to the software other than a right in the nature of a license limited to the use thereof and subject to compliance with any other terms provided with the software. With the exception of certain specific ranges of products, for which the Vendor applies special warranty conditions, the warranty applies to all Products, in accordance with the following conditions:

The warranty is limited to a period of one (1) year after delivery of the Products or six (6) months after performance of the Services. The warranty with regard to the Software expires ninety days from the date of delivery or, when downloaded by Buyer or end-user, from the date of the initial download.

Industrial and economic results from use of the Products are not subject to warranty.

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The warranty covers exclusively, and entirely at the Vendor's discretion, the repair or replacement of the defective Products, but excludes the cost of their removal and refitting. It does not cover the direct or indirect consequences of defects. If it is not possible to repair or replace the Products, the Vendor will refund the price paid for non-conforming Products. The Buyer may only claim the refund of any costs for repair, adjustment, or replacement on the sole condition that they were approved in advance by the Vendor. If the Product is proven to be defective, shipping and re-shipment costs via the least costly method will be the Vendor's responsibility and sums advanced by the Buyer will be refunded to it or covered by a credit note.

Products used in an environment together with other products (types of fluid, etc.) not anticipated in the Vendor's written specifications or consultations are not covered by any warranty. The Buyer, through its own analysis and testing, is solely responsible for making the final selection of the system and Products and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Products are met. The Buyer must analyse all aspects of the application and follow applicable industry standards and product information, specifications and other technical information provided with the Products. If the Vendor provides Product options based upon data or specifications provided by the Buyer, the Buyer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products. In the event the Buyer is not the end-user, the Buyer will ensure such end-user complies with this clause.

Nor does the Vendor's warranty apply:

- (a) to parts supplied by the Buyer itself or purchased from third parties upon request by the Buyer or manufactured according to the Buyer's specifications;
- (b) in cases of normal Product wear and tear;
- (c) in cases of incorrect use, negligence by Buyer, accident, incorrect installation, or repairs or modifications made outside the Vendor's plants, unless expressly authorized by Vendor;
- (d) in the event of unforeseen circumstances or an Event of Force Majeure.

The warranty shall only apply if the Buyer is fulfilling its payment obligations to the Vendor.

In accordance with article 106-1 to 106-4, of the Moroccan Code on Obligations and Contracts, relating to liability in respect of defective Products, the Vendor does not incur any other liability in respect of the Products beyond that defined in the warranty above.

Where the Products are built into a piece of equipment, a construction, or other product by the Buyer or a third party, those parties alone, as professionals and notwithstanding article 106-1 of the Moroccan Code on Obligations and Contracts, shall be liable in respect of property and persons, for the choice and suitability of our Products for the function and use to which they put them in that equipment or

construction.

To make a claim under warranty, the Buyer must advise the Vendor within three (3) clear days following the appearance of the defect, using any means of communication, and confirm the faults which it is attributing to the Product, by recorded delivery letter. The Buyer must prove the defect and give the Vendor every opportunity to examine the alleged defect and remedy any proven defect.

14. Claims for obvious defects, detectable upon delivery of our Products, must be notified to the Vendor within seven days after delivery. Returns requested within this time are made, after agreement from the Vendor, as part of an exchange of Products and the possibility of any refund is excluded.

15. The Vendor also provides a warranty in accordance with clause 12 for its Products against hidden defects in accordance with the provisions of articles 549 and ff. of the Moroccan Code on Obligations and Contracts. Any action resulting from latent defects, or lack of promised qualities, must be brought, on pain of forfeiture within one (1) year after the delivery, provided that the Vendor has been notified of such defect according to the provisions of article 553, within seven (7) days from delivery.

16. The Vendor's liability, with respect to each order, shall not, in any event, exceed the value of such order. Furthermore, the Vendor shall not be liable for any consequential or indirect loss suffered by the Buyer, such as loss of sales, profit, data, customers, or reputation.

17. The Buyer may request that a Product undergoes a particular test or check. If the Vendor agrees to undertake the test or check, the test or check will be invoiced by the Vendor to the Buyer.

18. Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards of care, including, but not limited to, those of the country or countries in which Buyer may operate or in which the Products may be used, including without limitation any applicable anti-corruption laws and U.S. and E.U. export control and sanctions laws ("Export Laws"). Buyer agrees to indemnify, defend, and hold harmless Vendor from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that it is familiar with the applicable anti-corruption laws and Export Laws, and certifies that Buyer will adhere to the requirements thereof and not take any action that may cause Vendor to be in violation of any such law or requirement. In particular, Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to anyone - including, without limitation, any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person - for the purpose of influencing such entity or person to purchase Products or otherwise benefit the business of Vendor. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any Product from Vendor in a manner or for a purpose that violates Export Laws or causes Vendor to be in violation of Export Laws.

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19. Vendor may, without liability to Buyer, terminate the Contract for any reason and at any time by giving Customer thirty (30) days prior written notice. Vendor may immediately terminate the Contract, wholly or partly, in writing if the Buyer: (a) breaches any provision of the Contract, (b) becomes or is deemed insolvent, (c) appoints or has appointed a trustee, receiver or custodian for all or any part of the Buyer's property, (d) files a petition for relief in bankruptcy on its own behalf, or one is filed against the Buyer by a third party, (e) makes an assignment for the benefit of its creditors, (f) or its directors or the holder of a qualifying floating charge gives notice of their intention to appoint, or make an application to the court for the appointment of an administrator, or (g) dissolves its business or liquidates all or a majority of its assets. Vendor shall be entitled to recover from the Buyer or the Buyer's representative all costs and damages incurred by Vendor as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

20. Vendor may at any time, without liability for compensation, suspend its obligation to supply Products, Services and/or Software or refuse to supply Products, Services and/or Software, if the Vendor reasonably believes, in its sole discretion, that the supply of the Products, Services and/or Software may breach, or cause the Vendor to be in breach of, any applicable laws, including but not limited to Export Laws.

21. These Conditions shall be governed by the provisions of Moroccan law. The parties expressly agree that any dispute arising in connection with the supply of Products and / or Services, shall, before any procedure, be subject to an amicable conciliation stage to which the parties undertake to participate in good faith. In case of failure of this phase of amicable settlement, all disputes arising from this contract or in connection with it shall be finally settled by the Court of Commerce of Casablanca to which the Parties give full competence.

22. Vendor and the Buyer undertake to subject confidential information to conservation and protection procedures at least as strict as those applied to their own sensitive documents and information, and to maintain its confidentiality; and use confidential information only to evaluate, prepare and provide the Products and / or Services, and in particular to refrain from any other use of such information;

If a government agency or any other judicial, administrative or customs authority requests the disclosure of any information or document covered by the confidentiality obligations, the Buyer shall immediately inform Vendor and consult it before any disclosure. Any disclosure to a government agency or to a judicial, administrative or customs authority will take place in compliance with the legal obligations relating to the submission of requests or disclosure to the said agency or authority. The Buyer shall also provide Vendor with a detailed description of the information disclosed and a copy of all disclosed documents;