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General Conditions

Of the private limited liability company RHPG SARL (trading under the name Maison Regalia), with the capital of 10.000 Dirhams, registered in the Register of Trade and Companies in Marrakech under number 106351, and of the (legal) persons affiliated with it filed with the Commercial Court, hereinafter referred to as Seller

General Conditions

Article 1. General

- 1.1. These terms and conditions apply to every current and future offer, quotation, delivery and agreement between the Seller and a counterparty, hereinafter referred to as: the Buyer.
- 1.2. These terms and conditions also apply to agreements with the Seller, for the execution of which third parties have to be engaged by the Seller.
- 1.3. All agreements are only accepted by the Seller. No contract is thus contracted with the Seller's staff or management. The general terms and conditions thus also apply to acts of the seller's staff or management.
- 1.4. The applicability of any purchase or other conditions of the Buyer are explicitly rejected.
- 1.5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or should be annulled, then all other provisions of these general terms and conditions remain fully applicable. The Seller and the Buyer will then enter into consultations in order to agree on new provisions to replace the void or annulled provisions, taking into account as much as possible the purpose and scope of the original provisions.
- 1.6. If there is uncertainty about the interpretation of one or more provisions of these general terms and conditions, the explanation must take place in the spirit of these provisions.
- 1.7. If a situation arises between the parties that is not regulated in these general terms and conditions, then this situation must be assessed in the spirit of these general terms and conditions.
- 1.8. If the Seller does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that the Seller would lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.

Article 2. Quotes and offers

- 2.1. All quotations and offers from the Seller are without obligation, unless a period for acceptance has been set in the quotation. A quotation or offer expires if the product to which the quotation or offer relates is no longer available in the meantime, for whatever reason, or if the quotation is not accepted by the Buyer.
- 2.2. The Seller cannot be held to his quotations or offers if the Buyer can reasonably understand that the quotations or offers and descriptions, or a part thereof, contain an obvious mistake or error.
- 2.3. The prices of the products stated in a quotation or offer do not include VAT. Other government levies can be passed on, included, but not limited to, import duties, stamp duties, etc.
- 2.4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, the Seller is not bound by it. The agreement will not be concluded in accordance with this deviating acceptance, unless the Seller indicates otherwise.
- 2.5. A composite quotation does not oblige the Seller to perform part of the assignment at a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders/offers.
- 2.6 As a rule, a deposit is requested for placing an order that is stated on the quotation.



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Article 3. Delivery times, execution and changes

3.1. The Buyer must collect his order no later than 14 days after the message that the order is ready at an agreed store or warehouse or have his order picked up and via a transporter. After that, after the Buyer has been duly declared in default, the Seller is entitled to dissolve the agreement and take the goods back into stock and make them available for sale. In that case, the Buyer nevertheless owes the Seller a percentage of 80% of the selling price.

3.2. For a market-compliant fee, the Seller may have the order delivered to a location in Morocco desired by the Buyer. The Seller uses third-party carriers. The Buyer must be at home on the agreed day to receive the shipment. The transporter delivers to the front door. The Seller is not liable for damage caused during transport when the Buyer has provided transport himself. For shipments leaving the country, the Buyer is fully responsible for the transport and communication with carrier.

3.3. If a period at the expense of the Seller has been agreed or specified for the completion of certain activities or for the delivery of certain goods, this is never a fatal period. If a period is exceeded, the Buyer must therefore notify the Seller in writing of default. The Seller must be offered a reasonable period of at least 6 weeks to still execute the agreement before default can occur.

3.4. The Seller has the right to have certain activities carried out by third parties.

3.5. The Seller is entitled to execute/ deliver the agreement in different phases and to invoice the part thus executed separately.

3.6. If the agreement is executed in phases, the Seller may suspend the execution of those parts that belong to a next phase until the Buyer has approved the results of the preceding phase in writing and has paid the invoice in this regard for the previous phases.

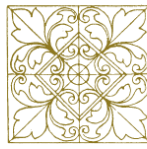
3.7. If the Seller needs information from the Buyer for the execution of the agreement, the execution period does not start until after the Buyer has made it available to the Seller correctly and completely. The Seller is not liable for consequences of incorrect or incomplete information provided by the Buyer.

3.8. If during the execution of the agreement it appears that it is necessary to amend or supplement it for proper execution thereof, the parties will adjust the agreement in a timely manner and by mutual agreement. If the nature, scope or content of the agreement, whether or not at the request or direction of the Buyer, of the competent authorities, etc., is changed and the agreement is therefore changed in qualitative and/or quantitative terms, this may have consequences for what was originally agreed. As a result, the originally agreed amount can be increased or reduced. The Seller will quote as much of this in advance as possible. By amending the agreement, the originally specified period of execution can be changed. The Buyer accepts the possibility of changing the agreement, including the change in price and term of execution.

3.10. Without defaulting on this, the Seller may refuse a request for amendment of the agreement, if this could have qualitative and/or quantitative consequences, for example for the work to be performed or goods to be delivered in that context.

3.11. If the Buyer is in default in the proper performance of what he is obliged to do towards the Seller, the Buyer is liable for all damage that (including all (legal) costs) on the part of the Seller arises directly or indirectly as a result.

3.12. If the Seller agrees on a certain price at the conclusion of the agreement, the Seller is nevertheless entitled to increase the price under the following circumstances, even if the price was not originally stated subject to reservation:– If the price increase is the result of a change in the agreement;– If the price increase results from a power vested in the Seller or an obligation on the Seller under the law.



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Article 4. Suspension, dissolution and interim termination

4.1. The Seller is authorised to suspend the fulfilment of the obligations or to dissolve the agreement immediately and with immediate effect, if:

- the Buyer does not, not fully or not timely fulfil the obligations under the agreement and has been duly declared in default for this purpose;
- the Buyer has been requested at the conclusion of the agreement, or afterwards, to provide security for the fulfilment of his obligations under the agreement and this security is not provided or is insufficient;
- circumstances arise; which are such that fulfilment of the agreement is impossible or unaltered execution of the agreement cannot reasonably be required of the Seller;
- a situation as referred to in article 3.1 arises.

4.2. If the dissolution is attributable to the Buyer, the Seller is entitled to compensation of 80% of the selling price, without affecting Seller's right to claim compensation for all costs incurred by him.

4.3. If the agreement is dissolved, the Seller's claims against the Buyer are immediately payable. If the Seller suspends the fulfilment of the obligations, he retains his rights under the law and agreement.

4.4. If the Seller proceeds to suspension or dissolution on the grounds referred to in this article, he is therefore in no way obliged to compensate for damage and costs arising or compensation in any way, while the Buyer is obliged, by reason of default, to pay compensation or indemnification.

4.5. If the agreement is terminated by the Seller in the interim, the Seller will, in consultation with the Buyer, arrange for the transfer of work still to be performed to third parties. This unless the cancellation is attributable to the Buyer. Unless the interim termination is attributable to the Buyer, the costs for transfer to the Buyer will be charged. the Seller will inform the Buyer in advance as much as possible regarding the extent of these costs. The Buyer is obliged to pay these costs within the period specified by the Seller for this purpose, unless the Seller indicates otherwise.

4.6. In the event of liquidation, of (application for) suspension of payment, bankruptcy, or application of debt restructuring, the Seller is free to dissolve the agreement immediately and with immediate effect, without any obligation on his part to pay any compensation or compensation. In this case, Article 4.1 shall apply without prejudice.

4.7. If the agreement is terminated by the Buyer in the interim, the right to claim back the deposit expires.

Article 5. Force majeure

5.1. The Seller is not obliged to fulfil any obligation towards the Buyer if he is prevented from doing so as a result of a circumstance that is not due to fault, and is not for his account under the law, a legal act or generally accepted opinions.

5.2. Force majeure in these general terms and conditions means, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which the Seller cannot exercise influence, but which make the Seller unable to fulfil his obligations. The Seller also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the agreement occurs after the Seller should have fulfilled his obligation.

5.3. The Seller may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than three months, then each of the parties is entitled to dissolve the agreement, without obligation to compensate the other party for damage.



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5.4. If, at the time of the occurrence of force majeure, the Seller has already partially fulfilled its obligations under the agreement or will be able to fulfil them, and the part fulfilled or to be fulfilled has independent value, the Seller is entitled to invoice the part already fulfilled or to be fulfilled separately. The Buyer is obliged to pay this invoice as if it were a separate agreement.

Article 6. Payment and collection costs

6.1. The invoice must be paid by the Buyer prior to delivery or transport. The payment must be made by bank transfer no later than 3 days before the agreed date of sending on IBAN MA64 0114 5000 0002 2100 0396 5039, BIC BMCEMAMC. The payment must state the invoice number.

6.2. If the payment has not been credited on time, the Seller will not hand over the order to the carrier. Payment must always be made in a manner to be specified by the Seller in the currency in which it was invoiced, unless otherwise indicated in writing by the Seller. The Seller is also entitled to invoice periodically.

6.3. If the Buyer fails to pay an invoice on time, the Buyer will be in default by operation of law. The Buyer will then owe an interest. In the case of consumer purchase, the interest rate is equal to the statutory interest rate. In other cases, the Buyer owes a contractual interest rate of 1% per month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest is due.

6.4. The Seller has the right to use the payments made by the Buyer first of all to reduce the costs, then to deduct the interest due and finally to deduct the principal sum and the accrued interest.

6.5. The Seller may, without being in default, refuse an offer to pay, if the Buyer designates a different order for the allocation of the payment.

6.6. If the Buyer fails to comply with his payment obligation, he owes the seller the extrajudicial collection costs.

Article 7. Rights of lien

7.1. All goods delivered by the Seller in the context of the agreement remain the property of the Seller until the other party has properly fulfilled all obligations towards the Seller for whatever reason.

7.2. Goods delivered by the Seller, which are subject to rights of lien pursuant to paragraph 1, may not be resold and may never be used as a means of payment. The Buyer is not authorized to pledge or pawn the goods subject to the rights of lien or to claim or sell the ownership in any other way.

7.3. The Buyer must always do everything that can reasonably be expected of him to secure the seller's ownership rights.

7.4. If third parties seize the goods delivered under rights of lien or wish to establish or assert rights to them, the Buyer is obliged to inform the Seller immediately.

7.5. The Buyer commits to insure the goods delivered under rights of lien and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to the Seller on first request. In the event of a possible payment of the insurance, the Seller is entitled to these tokens. To the extent necessary, the Buyer undertakes in advance to the Seller to cooperate with everything that may or may prove necessary or desirable in that context.

7.6. In the event that the Seller wishes to exercise its ownership rights referred to in this article, the Buyer gives unconditional and non-revocable permission in advance to the Seller and third parties to be designated by the Seller to enter all those places where the Seller's property is located and to take those items back.



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Article 8. Warranties, research and advertisements

8.1. The goods to be delivered by the Seller comply with the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use in the Morocco. The warranty referred to in this article applies to items intended for use within the Morocco. When using outside Morocco, the Buyer must verify for himself whether its use is suitable for use there and whether they meet the conditions set for it. In that case, the Seller may impose other warranty and other conditions with regard to the goods to be delivered or work to be carried out.

8.2. The warranty referred to in paragraph 1 of this article applies for a period of 12 months after delivery, unless the nature of the delivered goods results otherwise or the parties have agreed otherwise. If the warranty provided by the Seller concerns a good (or goods) produced by a third party, the warranty is limited to that provided by the manufacturer of the goods for it, unless otherwise stated. After the expiry of the warranty period, all costs for repair or replacement, including administration, shipping and driving costs, will be charged to the Buyer. The Buyer is obliged to strictly comply with the operating instructions set out in the document "Zellige application method MR" under penalty of the forfeiture of any warranty.

8.3. Any form of warranty will lapse if there is injudicious or improper use or use after the expiry date, improper storage or maintenance thereof by the Buyer and/or by third parties if, without the written permission of the Seller, the Buyer or third parties have made or attempted to make changes to the goods, other items have been applied or attached that do not need to be applied or attached, or if they have been processed or processed in a manner other than that prescribed by the Seller. The Buyer is also not entitled to warranty if the defect is caused by or is the result of circumstances beyond the Seller's control, including weather conditions (such as, but not limited to, extreme rainfall that causes products moisture damage or temperatures below minus 5 or above plus 35) etc.

8.4. The Buyer is obliged to examine the delivered goods immediately at the moment that the goods are made available to him or that the relevant work has been carried out. In doing so, the Buyer should investigate whether the quality and/or quantity of the delivered goods corresponds to what has been agreed and meets the requirements agreed by the parties in this regard. Any defects must be reported to the Seller in writing within two weeks of discovery. The notification must contain a description of the defect in the fullest detail possible, so that the Seller is able to respond adequately. The Buyer must allow the Seller to investigate a complaint or have it investigated.

8.5. If the Buyer complains in time, this does not suspend his payment obligation. In that case, the Buyer will also be obliged to purchase and pay for any other ordered goods.

8.6. If a defect is reported later than 14 days after the defect was reasonably discovered, the Buyer will no longer be entitled to repair, replacement or compensation, unless the nature of the case or the other circumstances of the case result in Seller accepting in a longer response period. In the event of damage, the Buyer must inform the Seller in writing (by e-mail) within 24 hours of receipt.

8.7. If it is established that a item is defective and has been complained about within the time limit, the Seller will replace or arrange for the repair of the defective item within a reasonable period of time after receipt thereof or, if return is not reasonably possible, written notification regarding the defect by the Buyer, at the choice of the Seller, replace or arrange for its repair or replacement compensation to the Buyer. In the event of replacement, the Buyer is obliged to return the replaced item to the Seller and to provide ownership thereof to the Seller, unless the Seller indicates otherwise.

8.8. If it is established that a complaint is unfounded, the costs incurred, including the research costs, on the part of the Seller as a result, will be borne in full by the Buyer.



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Article 9. Liability

9.1. If the Seller should be liable, this liability is limited to what is regulated in this provision.

9.2. The Seller is not liable for damage of any kind caused by the Seller based on incorrect and / or incomplete data provided by or on behalf of the Buyer.

9.3. The Seller is only liable for direct damage.

Direct damage is understood to mean only:

- the reasonable costs of determining the cause and extent of the damage, in so far as the determination relates to damage within the meaning of these conditions,
- any reasonable costs incurred to ensure that the Seller's defective performance complies with the agreement, insofar as these can be attributed to the Seller;
- reasonable costs incurred to prevent or limit damage, insofar as the Buyer demonstrates that these costs have resulted in limitation of direct damage as referred to in these general terms and conditions.

9.4. The Seller is never liable for indirect damage, including consequential damage, lost profits, missed savings and damage due to business or other stagnation. In the case of consumer purchase, this restriction does not extend beyond that permitted under the Moroccan Civil Code.

9.5. The liability of the Seller is in any case always limited to the amount of the payment of his insurer if applicable.

9.6. If the Seller should be liable for any damage, the Seller's liability is limited to a maximum of twice the invoice value of the order, at least to that part of the order to which the liability relates.

Article 10. Limitation period

10.1. By way of derogation from the statutory limitation periods, the limitation period of all claims and defences against the Seller and the third parties involved by the Seller in the execution of an agreement is one year after the Buyer has reasonably become aware of or could have become aware of the claim or defence.

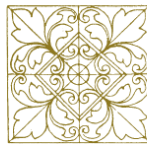
10.2. The provisions of paragraph 1 shall not apply to legal claims and defences based on facts that would justify the assertion that the delivered goods would not comply with the agreement. Such claims and defenses expire one year after the Buyer has informed the Seller of such non-conformity.

Article 11. Risk transition

11.1. The risk of loss, damage or depreciation passes to the Buyer at the moment when goods are brought into the power of the Buyer and/or at the moment that the goods are transported on behalf of the Buyer.

11.2. The Buyer must check the purchased tiles himself for breakage, damage, colour fastness before transporting the tiles. Tiles with damage can be exchanged immediately and free of charge. The Buyer must also check whether the goods on the invoice correspond to what the Buyer has received. The Buyer is responsible for this.

11.3. Tiles that the Buyer has received through an external carrier must be checked immediately for accuracy and damage upon receipt. In the event of damage or inaccuracy, the Buyer must inform the Seller in writing (by e-mail) within 24 hours of receipt. The Seller is not liable for damage caused during the transport carried out by third parties.



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Article 12. Protection

12.1. The Buyer indemnifies the Seller against any claims of third parties, who suffer damage in connection with the execution of the agreement and the cause of which is attributable to other than the Seller.

12.2. If the Seller should be sued by third parties for this reason, the Buyer is obliged to assist the Seller both outside and in court and to immediately do everything that may be expected of him in that case. Should the Buyer fail to take adequate measures, the Seller is entitled, without notice of default, to do so himself. All costs and damage incurred on the part of the Seller and third parties as a result are entirely at the expense and risk of the Buyer.

Article 13. Intellectual rights and trademarks

13.1. The Seller reserves the rights and powers vested in him under Moroccan Copyright Legislation and other intellectual property laws and regulations. The Seller has the right to use the knowledge gained by the execution of an agreement on his side for other purposes, insofar as no strictly confidential information of the Buyer is brought to the attention of third parties.

13.2. The sellers holds and controls all copyrights and other intellectual property rights on our website as well as on the material and content on our website

13.3. All copyrights and other intellectual property rights on our website as well as the material and content on our website are reserved.

13.4 Sellers logos and our other registered and unsealed trademarks are trademarks of ours; we do not grant permission for the use of these trademarks, and such use may constitute a violation of our rights.

Article 14. Applicable law and disputes

14.1. All legal relationships to which the Seller is a party are exclusively governed by Moroccan law, even if an obligation is fully or partially executed abroad or if the party involved in the legal relationship is domiciled there.

14.2 All disputes are submitted by a court mentioned by the Seller; Marrakech Commercial Court, Marrakech, Morocco

Article 15. Language

15.1. The English text of the general terms and conditions is always decisive for the explanation thereof.