

Terms and Conditions of Sale

These general terms and conditions, here in after referred to as "General Conditions," govern the relationship between INTELLIGENCE PLUS, also known under the trade name 'ALLIANCE MARINE & SHIPPING', a limited liability company registered under the number 1416981N in the Tunisian commercial business registry, with its registered office at 4 Farhat Hached Avenue, Sidi Rezig Mégrine, Tunisia (hereinafter referred to as "ALLIANCE MARINE & SHIPPING"), and the client who has validated their order on the 'ALLIANCE MARINE & SHIPPING' platform with a positive double click (hereinafter referred to as the "Client"). Each party is individually designated as a "Party" and collectively as the "Parties".

Preamble

'ALLIANCE MARINE & SHIPPING' is a digital freight forwarder that organizes maritime, land, air, river, and rail transport of Goods and manages the associated administrative procedures on behalf of its Client for a freely agreed price ensuring fair remuneration for the services rendered.

1. Definitions

The terms defined below will have the following meaning between the Parties:

- "Client Account": the Client's personal space on the site alliance.net accessible with a username and password where they can manage their personal information and orders.
- "Contract": the contractual ensemble formed by the documents listed in the article Contractual Documents.
- "Quotation": a service proposal sent by 'ALLIANCE MARINE & SHIPPING' to a Client to respond to their transport request. It mentions deadlines and an estimated price for the services of 'ALLIANCE MARINE & SHIPPING' which can be updated according to the terms provided in the General Conditions.



- "Extraordinary Event": any circumstance beyond the reasonable control of ALLIANCE SHIPPING, including, but not limited to, epidemics such as those of COVID-19 and its direct consequences, action by any government, public, port authorities or shipping companies, widespread absence of space or equipment.
- "Goods": any type of merchandise entrusted by the Client to 'ALLIANCE MARINE & SHIPPING'.
- "Platform": technical infrastructure composed of all hardware, source codes and object codes, software, operating systems, databases, and managed environment allowing, in particular, the Client to create a dedicated space and to proceed with a Quotation request.
- "Service(s)": the commissioning of transport operation(s) and, where applicable, customs representation carried out by 'ALLIANCE MARINE & SHIPPING' within the framework of the Contract.
- "Price": Price applied for the execution of the Services as defined in Article 7 of these General Conditions.
- "Site": the website of 'ALLIANCE MARINE & SHIPPING' www.allianceshipping.net

2. Purpose

The General Conditions aim to define the terms and conditions of use and purchase of the Services offered by 'ALLIANCE MARINE & SHIPPING' to the Client on the Platform. They govern all the necessary steps for placing the order and monitoring the order between the Parties.

All Services will be performed in accordance with the conditions defined herein.

The Services are governed by a standard contract (in the case if you are going to draft a standard contract between alliance and each client of the platform.)

3. Contractual Documents

3.1 Hierarchy of Contractual Documents The General Conditions in effect on the date of the Client's acceptance of the order form an indivisible whole with (i) the Quotation accepted by the Client and (ii) the particular conditions upon which 'ALLIANCE MARINE & SHIPPING' and the Client agree, if applicable.

In the case of particular conditions agreed upon with the Client, in the absence of such particular conditions, the General Conditions continue to apply. The General Conditions prevail over any other general or particular conditions emanating from the Client.

3.2 Modification of the General Conditions

'ALLIANCE MARINE & SHIPPING' reserves the right to unilaterally modify the General Conditions. These modifications will be enforceable against any new Quotation accepted by the Client from their date of publication by any means whatsoever.

The General Conditions are permanently accessible on the Site. The Client can access archived General Conditions by making a request via email to the address: Shipping-acc@allianceshipping.net

4. Order

4.1 Online Order

The Client places the order for Services electronically via the Platform. Any order accepted by the Client with a positive double click constitutes acceptance of said order and the General Conditions. Following the validation of their order, 'ALLIANCE MARINE & SHIPPING' will acknowledge receipt by sending a confirmation email to the email address provided by the Client.

4.2 Order Process

Any order accepted by the Client with a positive double click constitutes acceptance of said order. The Client intending to order on the Platform commits to previously communicate the requested information from the forms available online. Furthermore, the Client attests to the veracity and accuracy of the information thus transmitted.

The Order of Services proceeds according to the following successive steps:

- Step 1: The Client makes a Quotation request on the Platform or, exceptionally, directly through the dedicated sales representative.
- Step 2: The 'ALLIANCE MARINE & SHIPPING' team provides a Quotation to the Client.
- Step 3: The Client selects one of the proposals provided by the 'ALLIANCE MARINE & SHIPPING' team.
- Step 4: The 'ALLIANCE MARINE & SHIPPING' team provides a summary of the order and the Client accepts the General Conditions before validating the order.

Concurrently with these steps, the Client can at any time access their profile, in order to modify the entered addresses or add a new address, for example. Any modification of the order requested by the Client can only be considered if it has been received by 'ALLIANCE MARINE & SHIPPING' in writing, in the form of an email or via the Platform before the commencement of the Services.

4.3 Quotation

The Quotations specify the conditions for the execution of the Services by 'ALLIANCE MARINE & SHIPPING' and their validity period. Once this validity period has expired, 'ALLIANCE MARINE & SHIPPING' does not guarantee the maintenance of the offer conditions. Furthermore, any departure and arrival dates communicated by 'ALLIANCE MARINE & SHIPPING' are given for information purposes only.

5. Client Obligations

5.1 Instructions and Necessary Information

The Client commits to provide timely and precise instructions to 'ALLIANCE MARINE & SHIPPING' for the execution of the Services. This particularly includes informing 'ALLIANCE MARINE & SHIPPING' of the nature, weight, characteristics, and volume of the goods.

The information provided by the Client must be loyal, accurate, and complete. 'ALLIANCE MARINE & SHIPPING' reserves the right not to execute the order in the case of non-compliance with these requirements. 'ALLIANCE MARINE & SHIPPING' is not required to verify the documents (commercial invoice, packing list, etc.) provided by the Client. Any specific instructions regarding the delivery of the Goods (cash on delivery, etc.) must be subject to a written order repeated for each shipment and the express acceptance of ALLIANCE SHIPPING. Without express acceptance, 'ALLIANCE MARINE & SHIPPING' will not be held to respect these specificities.

The Client is liable for all consequences of failing to fulfill the obligation of information and declaration on the very exact nature and specificity of the Goods when the latter requires special provisions, especially regarding its value and/or the covetousness it may generate, its dangerousness, or its fragility.

Furthermore, the Client expressly commits not to hand over to 'ALLIANCE MARINE & SHIPPING' any illicit or prohibited Goods (for example, counterfeit products, narcotics, etc.).

The Client alone, without recourse against 'ALLIANCE MARINE & SHIPPING', bears the consequences, whatever they may be, resulting from erroneous, incomplete, inapplicable, or late declarations or documents, including the necessary information for the transmission of any summary declaration required by customs regulations, particularly for the transport of Goods from third countries, subject to the proper execution of its advisory obligation by ALLIANCE SHIPPING.



The Client is responsible for any damage and/or costs resulting from non-compliance with the aforementioned obligations, caused both to 'ALLIANCE MARINE & SHIPPING' and to its substitutes.

5.2 Packaging

The Goods delivered by the Client in the context of the Services:

- Must be conditioned, packaged, marked, or countermarked in a way that can withstand transport and/or a storage operation carried out under normal conditions, as well as the successive handling that necessarily occurs during these operations;
- Must not pose a danger to driving or handling personnel, the environment, the safety of transport vehicles, other transported or stored Goods, vehicles, or third parties.

On each package, item, or load support, clear labeling must be carried out to allow immediate and unequivocal identification of the sender, recipient, place of delivery, and the nature of the Goods. The labeling must comply with all applicable regulations, particularly those relating to dangerous products and materials.

When the stuffing of the Goods is carried out in a container and/or when the loading is carried out on a means of transport under the responsibility of the Client, the stowage, bracing, and lashing must be performed in accordance with the rules of the art so as to withstand the risks of transport and, in particular, the various handling breaks.

Trucks, semi-trailers, mobile boxes, and full containers, once the loading operations are completed, are sealed by the loader himself or his representative.

The Client is solely responsible for the choice of packaging, its suitability for transport and handling, and for any absence, insufficiency, or defectiveness of the packaging, marking, labeling, stowage, lashing, and bracing of the Goods. In the event that the Client entrusts 'ALLIANCE MARINE & SHIPPING' with Goods contravening the above provisions, they will be held



solely responsible without recourse against 'ALLIANCE MARINE & SHIPPING' for damages of any nature that they might cause.

5.3 Customs Formalities

If customs operations must be completed, the Client guarantees the customs broker against all financial consequences resulting from erroneous instructions or inapplicable documents, which generally lead to the settlement of additional duties and/or taxes, fines, etc., by the concerned administration.

In the case of customs clearance of Goods, the Client guarantees that they have taken all due diligence as per the provisions of the Customs Code to ensure that all conditions for the treatment of the preferential regime have been respected.

The Client must, upon request from 'ALLIANCE MARINE & SHIPPING', provide the latter, within the required timeframe, all information that is demanded in compliance with customs regulations. Failure to provide this information within the timeframe results in the Client being responsible for all detrimental consequences of this failure, including delays, additional costs, damages, etc.

However, the quality and/or technical standardization rules of the Goods that fall solely under the responsibility of the Client, it is their responsibility to provide 'ALLIANCE MARINE & SHIPPING' with all documents (tests, certificates, etc.) required by regulation for their circulation. Consequently, 'ALLIANCE MARINE & SHIPPING' incurs no liability due to the non-compliance of the Goods with the said quality or technical standardization rules.

'ALLIANCE MARINE & SHIPPING' reserves the right to call upon a subcontracting partner to represent its Client in customs matters, which the Client accepts.



5.4 Reservations

In the event of loss, damage, or any other harm to the Goods, or in case of delay, it is the responsibility of the recipient or the party receiving the Goods to carry out regular and sufficient observations and to make motivated reservations.

In general, it is the responsibility of the recipient or the party receiving the Goods to perform all useful acts to preserve the right of recourse and to confirm said reservations in the forms and legal deadlines, failing which no action can be taken against 'ALLIANCE MARINE & SHIPPING' or its substitutes.

5.5 Refusal or Failure of the Recipient In case of refusal of the Goods by the recipient, as well as in case of failure of the latter for any reason, all initial and additional costs due and incurred on account of the Goods remain at the expense of the Client.

6. Obligations of ALLIANCE SHIPPING

'ALLIANCE MARINE & SHIPPING' must comply with the specific instructions that may be provided by the Client. However, if these instructions are incompatible with current regulations and/or present any risk, 'ALLIANCE MARINE & SHIPPING' has the right to refuse to execute them without incurring liability.

'ALLIANCE MARINE & SHIPPING' is responsible and free to choose the carriers (qualification, insurance, solvency, etc.) and modes of transport used. To this end, the Client authorizes 'ALLIANCE MARINE & SHIPPING' to engage any subcontractor of its choice and to communicate the necessary information to said subcontractors for the execution of the Services.

It is specified that, except for personal fault on its part, 'ALLIANCE MARINE & SHIPPING' is not liable for intermediary commission agents and/or substitutes that are formally imposed on it by the Client or by the competent authorities.

7. Pricing and Payment Terms

7.1 Price

Prices are quoted excluding taxes on the Quotation. They are determined taking into account in particular:

1. The information provided by the Client on the day of the Quotation, in particular, the number and nature of the Services to be performed, the nature, weight, characteristics, and volume of the Goods to be transported and the routes to be taken into account given the situation on the day of establishing the Quotation,
2. The currency exchange rates on the day of issuing the Quotations,
3. The conditions and rates of the substitutes of 'ALLIANCE MARINE & SHIPPING' as well as the laws, regulations, and international conventions in force on the day of issuing the Quotations,
4. The prices of fuels whose variation must be taken into account.
5. Prices have a validity period that appears on the Quotation.

If one or more of the elements mentioned in a, b, c, and d. above are modified after the Client's acceptance of the Quotation, including due to the substitutes of 'ALLIANCE MARINE & SHIPPING' (modification of rates, in particular) in a way that is enforceable against the latter, the Prices will be adjusted upwards or downwards by 'ALLIANCE MARINE & SHIPPING' to reflect these changes.

Furthermore, Prices are subject to the Extraordinary Events and variable costs known as surcharges (CAF / BAF / IMCO / CONGESTION (Demurrage and Detention) / AMS / ISPS / FP / ERS / WAR RISK / FUEL / SECURITY etc.), and will be adjusted upwards or downwards by 'ALLIANCE MARINE & SHIPPING' accordingly, without prior authorization from the Client.

The Client will bear the full amount of these variable costs and/or an upward adjustment of the Price.



'ALLIANCE MARINE & SHIPPING' and the Client will be respectively responsible for their own taxes, duties, levies, and deductions of all kinds, existing or to be created, that may apply directly or indirectly to the Contract.

7.2 Payment Deadline

Invoices issued by 'ALLIANCE MARINE & SHIPPING' in return for the Services are payable by the Client in full no later than the payment deadline mentioned on the invoice. In any case, the payment term for invoices issued by 'ALLIANCE MARINE & SHIPPING' cannot exceed thirty (30) days from the invoice issue date. Invoice payments are made by bank transfer, unless otherwise agreed between 'ALLIANCE MARINE & SHIPPING' and its Client.

7.3 Late Payment Interest and Recovery Indemnity

Any delay or payment incident upon the due date of any part of an invoice issued by 'ALLIANCE MARINE & SHIPPING' will automatically result, without prior notice and without prejudice to other actions that 'ALLIANCE MARINE & SHIPPING' may undertake:

- Billing the Client for late payment interest starting from the day after the payment due date listed on the invoice. The late payment interest rate corresponds to TMM+7%.
- Billing a lump sum indemnity of TWO HUNDRED (200) TUNISIAN DINARS for recovery costs.

7.4 Deferred Payment and Fee Schedule

For the deferred payment, it is available for clients of the ALLIANCE trust platform, holding a financial portfolio on the platform. The acceptance of deferred payment for ALLIANCE fees is associated with an application of a proportional increase on the cost of the service and transport, detailed as follows:



- A deferment of one month, or thirty days, is associated with an increase of 1.8% of the cost.
- A deferment of two months, or sixty days, results in an increase of 4% of the cost.
- A deferment of three months, or ninety days, is associated with an increase equivalent to 6.8% of the cost.
- A deferment of four months, or one hundred and twenty days, is associated with an increase equivalent to 9% of the cost.

As for the settlement by bank check with a deferred date, in accordance with the common practice of maritime transport, an increase equivalent to 2% is applied on the fees of the platform for each settlement by check, for an amount not exceeding 5000 dinars. Furthermore, an increase of 2.5% is applied for each deferred check settlement of an amount between 5001 and 10000 dinars, while an increase of 3.2% is applied for each deferred check settlement of an amount between 10001 dinars and 50000 dinars or more.



8. Extraordinary Event

If an Extraordinary Event occurs during the duration of the Contract, 'ALLIANCE MARINE & SHIPPING' reserves the right to request a price adjustment, as is reasonably appropriate in such circumstances, by providing the Client with all supporting documents for this request.

All new rates proposed by 'ALLIANCE MARINE & SHIPPING' due to an Extraordinary Event must be approved by the Client before their application. In such circumstances, both Parties will make all reasonable efforts to agree on the updated Prices.

To avoid any ambiguity, 'ALLIANCE MARINE & SHIPPING' (i) will not be held responsible for any delay and/or default in the execution of the Services under the Contract due to such an Extraordinary Event and (ii) 'ALLIANCE MARINE & SHIPPING' will not be held responsible for any additional costs that may result from these measures/circumstances, including, but not limited to, storage costs, which will be entirely borne by the Client.

9. Liability

9.1 General Note

In case of proven harm attributable to ALLIANCE SHIPPING, it is only liable for damages that could have been foreseen at the conclusion of the Contract and only includes what is an immediate and direct consequence of non-performance under civil law.

The Client acknowledges and further accepts that they use the Platform at all times at their own risk and under their own responsibility, so that 'ALLIANCE MARINE & SHIPPING' will not be responsible for any misuse or improper use of the Platform or any use contrary to its conditions by the Client.

'ALLIANCE MARINE & SHIPPING' will not be held responsible for indirect damages suffered by the Client such as, and without this list being



exhaustive, loss of market, loss of profit, contractual penalties negotiated with its customers and/or subcontractors.

These damages and compensation are strictly limited according to the amounts set out below.

9.2 Personal Liability

- **Losses and Damage**

The liability for maritime losses and damages to goods, whether total, partial, or lost, lies entirely with the shipper and the maritime carrier, in accordance with the regulations of Tunisian maritime legislation and the Hamburg Convention.

- **Other Damages**

For all other damages, including in cases of duly noted delivery delay, where its personal liability would be engaged, the compensation due by 'ALLIANCE MARINE & SHIPPING' is strictly limited to the price of the transport of the Goods (rights, taxes, and various fees excluded) or to that of the Service causing the damage. This compensation will not exceed what is due in case of loss or damage to the Goods.

9.3 Quotations

All Quotations are established taking into account the limitations of liability mentioned above.

10. Force Majeure

No Party shall be held liable for a failure to perform its contractual obligations if such failure is due to an event beyond the Parties' control and constitutes force majeure within the meaning of the Civil Code and French case law.

The Party affected by an event of force majeure shall be relieved from liability for obligations that have not been performed as a result but only to the extent of what has been prevented by the force majeure.

The Party affected by an event of force majeure must inform the other Party in writing as soon as possible after becoming aware of the occurrence of such an event and describe the event, its importance, and the foreseeable consequences of it on the performance of its obligations under the Contract and/or ongoing orders.

Both Parties commit to making all reasonable efforts to limit the impact of the force majeure on the execution of the Contract.

Furthermore, the Party affected by the force majeure is obliged to keep the other Party regularly informed in writing of the progress of the force majeure event and, if necessary, of all measures taken to limit the impact of the event on the execution of the Contract.

If the force majeure event persists beyond thirty (30) days, the most diligent Party shall be entitled to terminate the Contract or the part of the Services affected by the Force Majeure.

In any case, 'ALLIANCE MARINE & SHIPPING' shall not be responsible for any additional costs resulting from the force majeure, including but not limited to storage costs, which will be entirely borne by the Client.

11. Termination of Contract

In the event of a failure by one of the Parties to fulfill its essential obligations, making the continuation of the execution of a Service order useless or impossible, and not remedied within fifteen (15) days from the sending of a registered letter with acknowledgment of receipt notifying the said failure, the other Party may rightfully terminate the Service order concerned by the Quotation without prejudice to any damages to which it may be entitled under the present.



In all cases of termination of relations between the Parties, the amounts billed or to be billed by 'ALLIANCE MARINE & SHIPPING' to the Client shall remain due, and the invoices will be considered as due on the actual date of the termination or expiration of the Contract, and will then become immediately payable.

12. Conventional Right of Lien

Regardless of the capacity in which 'ALLIANCE MARINE & SHIPPING' acts, the Client expressly acknowledges a conventional right of lien entailing the right of retention and preference general and permanent on all Goods, values, and documents in the possession of 'ALLIANCE MARINE & SHIPPING' or its substitutes, as a guarantee of all claims (invoices, interest, costs incurred, etc.) that 'ALLIANCE MARINE & SHIPPING' holds against it, even those prior or unrelated to the operations carried out with respect to the Goods, values, and documents actually in its hands.

13. Insurance

'ALLIANCE MARINE & SHIPPING' certifies that it has taken out an insurance policy from a reputable and solvent insurance company to cover all financial consequences of its civil liability for bodily, material, and immaterial damages. It is the Client's responsibility to ensure that they are fully compensated in the event of a dispute, considering the applicable legal or conventional limitations of liability.

14. Access to the Platform and the Site

14.1 Registration for services

The procedure for registering for services is done by creating a Client Account. This account is opened by 'ALLIANCE MARINE & SHIPPING' at the request of the Client. The Client becomes aware of the General Conditions upon the creation of the Client Account.



Once the form is correctly filled out, the Client validates the form and receives an email for finalizing the registration at the provided email address. An email confirming the registration and creation of the account is sent to the Client. The password must be in accordance with recommendations, that is, at least eight characters long, contain three different types of characters among the four existing types (uppercase, lowercase, numbers, and special characters), and not be related to its holder (name, date of birth...).

The Client is solely responsible for preserving and keeping confidential their password and other associated confidential data, as well as for activities arising from the use of this identifier and password. Any use of the password is presumed to have been made by the Client.

14.2 Access to services

Online ordering requires the Client to access the Platform via an internet connection.

The Client undertakes to change their password without delay in case of loss, forgetting, or voluntary or involuntary disclosure to third parties of their password. This change is made directly online using a "forgot password" form. 'ALLIANCE MARINE & SHIPPING's liability cannot be sought in the case of fraudulent or abusive use or due to the voluntary or involuntary disclosure to anyone of their identifier and/or password.

Access to the Platform and the Site is free and open to any user with internet access. All costs associated with access, whether for hardware, software, or internet access, are exclusively borne by the user. They are solely responsible for the proper functioning of their computer equipment and their internet access.

The Site and the Platform are accessible 24 hours a day, 7 days a week. 'ALLIANCE MARINE & SHIPPING' strives to provide quality access and to enable users to use the means of communication made available to them in the best possible conditions.

Due to the nature and complexity of the internet network, particularly its technical performance and response times for consulting, querying, or transferring information data, 'ALLIANCE MARINE & SHIPPING' makes its best efforts, in accordance with the rules of the art, to allow access and use

of the Site and the Platform. Indeed, 'ALLIANCE MARINE & SHIPPING' cannot ensure absolute accessibility or availability of the Site and associated Platform.

However, 'ALLIANCE MARINE & SHIPPING' reserves the right, without notice or compensation, to temporarily or permanently close the Site or the Platform, in particular, to carry out an update, maintenance operations, modifications or changes on operational methods, servers, and hours of accessibility, without this list being exhaustive.

'ALLIANCE MARINE & SHIPPING' is not responsible for any damages of any kind that may result from these changes or from a temporary unavailability or the definitive closure of all or part of the Site and/or the Platform.

'ALLIANCE MARINE & SHIPPING' reserves the right to complete or modify, at any time, the Site and/or the Platform according to the evolution of technologies.

14.3 Security

'ALLIANCE MARINE & SHIPPING' makes its best efforts, in accordance with the rules of the art, to secure the Site and the Platform considering the risk involved and the nature of the processed data. However, 'ALLIANCE MARINE & SHIPPING' cannot be held responsible in this regard.

It is forbidden for the Client to access or maintain access, fraudulently, to any part of the Site and the Platform. They must not use any method of access other than the interface provided by ALLIANCE SHIPPING. In the event of discovering such a method or if the user inadvertently enters a restricted area, they must immediately inform 'ALLIANCE MARINE & SHIPPING' by

email at info@allianceshipping.net so that necessary measures can be taken. Any access to a forbidden area will be considered fraudulent under the provisions of the Penal Code.

It is forbidden for the Client to delete or modify any data on the Site and Platform that was not published by themselves or to fraudulently introduce data or even alter the functioning of the Site. They must particularly ensure not to introduce viruses, malicious code, or any other harmful technology to the Site.

The Client agrees not to use devices or software of any kind that would disrupt the proper functioning of the Site and/or the Platform. They particularly refrain from carrying out any operation aimed at saturating a page, rebound operations, or any operation that could hinder or falsify the functioning of the Site.

The Client agrees not to take action that would impose an unreasonable load on the Site's infrastructure. The Client accepts the characteristics and limits of the internet. They are aware that data circulating on the internet is not necessarily protected, especially against possible diversions. They will take appropriate measures to ensure the security of their own data and/or software from contamination by any viruses on the internet network.

14.4 Closing of the Client Account

The Client will have access to the Platform until the closure of the Client Account by the Client or by Ovrsea. Ovrsea reserves the right to close the Client's account as needed for its activity. The account will then be deleted, along with associated data. In any case, the Client remains responsible for any use of their account prior to its closure.

15. Intellectual Property



Elements belonging to ALLIANCESHIPPING, such as trademarks, designs, models, images, texts, photos, logos, graphic charts, software, search engines, databases, and more, are the exclusive property of 'ALLIANCE MARINE & SHIPPING' or partners or third parties who have granted a license, and are protected in particular by intellectual property rights that are

or will be recognized according to the laws in force. The General Conditions do not grant any transfer of any kind of intellectual property rights on all or part of the elements belonging to 'ALLIANCE MARINE & SHIPPING' or its partners and third parties who have granted a license. Any reproduction or representation, in whole or in part, of any of these elements without the express authorization of 'ALLIANCE MARINE & SHIPPING' is prohibited and constitutes an infringement sanctioned by Tunisian Law No. 94-36 on Literary and Artistic Property, amended and supplemented by Law No. 2009-33 of June 23, 2009.

Consequently, the Client is prohibited from:

- Any action and any act that may directly or indirectly infringe upon the property rights of ALLIANCESHIPPING.
- Deleting, removing, or concealing in any way the property marks of 'ALLIANCE MARINE & SHIPPING' or its licensors on the product, or to conspicuously display said property marks, labels, or trademarks on copies of the product.

16. Confidentiality

The Parties undertake not to disclose or allow disclosure to third parties in any way the confidential information disclosed by the other Party. For the purposes of the present, information and documents of any nature (technical, commercial, financial, or other), in any form and by any means that are transmitted are considered confidential information.

Regardless of the form (including oral, written, magnetic, electronic, by telecommunication or computer process) received by one Party from the

other for the needs of the Contract, to which the Parties could have had access at the time of the conclusion of the Contract or during its execution.

-However, the following information and documents are not considered confidential:

- Communicated by 'ALLIANCE MARINE & SHIPPING' to its substitutes, partner companies, and insurers in the execution of the Contract;
- That are in the public domain at the date of their communication or have subsequently entered the public domain;
- Whose use and disclosure have been authorized in writing by the other Party;
- Designated or confirmed as non-confidential information;
- That have been communicated to a Party on a non-confidential basis by a third party;
- That a Party is obliged to disclose under the law, applicable regulations, or any public, state, fiscal, customs, or judicial authorities.

It is specified that contractual links between the Parties do not constitute confidential information. Each Party is authorized to use these contractual links in its commercial communications.

17. Personal Data

17.1 Prior Formality

Each Party takes care of the formalities incumbent upon it under the regulations relating to the protection of personal data, particularly the

Tunisian Organic Law No. 2004-63 of July 27, 2004, on the protection of personal data.

17.2 Guarantee

Each Party guarantees the other Party compliance with the legal and regulatory obligations incumbent upon it regarding the protection of personal data.

17.3 Use

Each Party grants the other Party the possibility of using the personal data exchanged for professional purposes and for electronic prospecting, both for itself and for contractually linked partners.

17.4 License

The Client grants 'ALLIANCE MARINE & SHIPPING' a non-exclusive and free license to use the personal data exchanged for professional purposes and for electronic prospecting purposes, both for itself and for partners contractually linked with it.

17.5 Cookies

The Client acknowledges the possibility for 'ALLIANCE MARINE & SHIPPING' to use cookies or any other similar technique allowing the tracking of navigation and thus the collection of associated data.

Cookies record certain information stored in the memory of the computer equipment used by the Client.

The Client may at any time delete cookies using their browser. This option may result in the loss or safeguarding of certain functionalities.

18. Miscellaneous

18.1 Independence of the Parties

The Parties acknowledge that they act on their own behalf, independently and under their sole responsibility. The General Conditions do not constitute an association, a franchise, or a mandate given by one of the Parties to the other.

18.2 Nullity

In case any provision of these General Conditions is declared null or deemed unwritten, all other provisions shall remain applicable.

18.3 Waiver

The fact that 'ALLIANCE MARINE & SHIPPING' does not take advantage of a breach by the Client of any of its obligations mentioned in these Conditions shall not be interpreted for the future as a waiver of the obligation in question.

18.4 Assignment of the Contract

The Contract may not be subject to a total or partial assignment, for a fee or free of charge, by one of the Parties, without the written and prior agreement of the other Party.

18.5 Domiciliation

For the execution of the General Conditions and unless otherwise provided, the Parties agree to address all correspondence to their respective registered offices.

18.6 Language

The General Conditions are in French. If these general conditions are translated into a foreign language, the French language shall prevail over any other translation into a foreign language in any case.



18.7 Titles of the Contract Articles

The titles of the Contract articles are inserted for the sole purpose of facilitating reference and may not be used to interpret these articles or affect their meaning.

18.8 Evidence Agreement

Electronic documents exchanged between the Parties will constitute proof, provided that the person from whom they originate can be duly identified and that they are established and kept in reasonable conditions to ensure their integrity, fidelity, reliability, durability, and permanence.

18.9 Limitation

All actions to which the Contract may give rise, whether for the main or ancillary Services, are prescribed within one (1) year from the execution of

the contentious Service of said Contract and in terms of rights and taxes recovered retrospectively from the notification of the adjustment.

18.10 Applicable Law and Competent Jurisdictions

The General Conditions are exclusively governed by Tunisian law. In the event of a dispute or contention, exclusive jurisdiction is attributed to the court of BEN AROUS in Tunisia, even in the case of multiple defendants.