

Terms and Conditions of Sale (TCS) – Fresh Fareways SARL

1. Purpose

These Terms and Conditions of Sale (“TCS”) govern all sales of seafood products made by Fresh Fareways SARL through the website www.seaoptima.com, to professional clients (B2B), for both domestic and international transactions. All business relations between Fresh Fareways SARL and its commercial partners are formalized by contract and comply with Moroccan commercial law and applicable international trade rules.

2. Seller Identification

Company name: Fresh Fareways SARL
Head office: BLOC15 Cité Dahkla, Agadir, Morocco
Trade Register: 57259
ICE: 003407419000016
Email: contact@seaoptima.com

3. Products

Seafood products (fresh, frozen, and canned: sardines, mackerel, tuna, cephalopods). Product descriptions, images, and information are for guidance only and are not contractually binding. Certificates (sanitary, regulatory, commercial, Halal, origin, etc.) are issued according to the destination's legal requirements.

4. Orders

All orders must be confirmed in writing (email, signed purchase order, or commercial contract). Fresh Fareways SARL reserves the right to refuse any order presenting logistical, regulatory, sanitary, or financial risks. Confirmed orders are firm and non-cancellable unless mutually agreed in writing.

5. Prices and Payment Terms

Prices are expressed in USD or EUR, excluding taxes, customs duties, transport, and insurance, unless otherwise specified. Prices may vary depending on seasonality, logistics costs, and currency exchange rates. Payment methods: bank transfer (SWIFT), irrevocable and confirmed letter of credit (L/C), or other method expressly accepted. Payments must be made by the agreed deadlines. Any delay will automatically incur late payment interest at the legal Moroccan rate plus 5%, and shipments may be suspended. No discount for early payment unless agreed in writing.

6. Incoterms and Transfer of Risk

Sales are governed by Incoterms® 2020 (EXW, FOB, CFR, CIF, or as agreed).

Risk transfers at the point defined by the chosen Incoterm, even if delivery is delayed for reasons beyond the seller's control.

The buyer is responsible for all import formalities in their country.

7. Delivery

Delivery times are provided as an estimate and may change due to force majeure or exceptional circumstances.

No reasonable delay shall entitle the buyer to cancel the order or claim damages.

8. Inspection and Claims

The buyer must inspect the goods upon receipt.

Any claim (quantity, conformity, quality) must be notified in writing within 48 hours, with supporting evidence (photos, carrier's report).

After this period, the goods are deemed accepted.

In case of proven non-conformity, Fresh Fareways SARL may, at its discretion, replace the products or issue a credit note, excluding any other compensation.

9. Warranties and Liability

Products comply with Moroccan standards and, where applicable, relevant international standards at the time of delivery.

Fresh Fareways SARL's liability is strictly limited to the value of the goods found non-compliant.

Under no circumstances shall Fresh Fareways SARL be liable for indirect losses, loss of business, loss of profit, or commercial damages.

10. Force Majeure

Neither party shall be held liable if performance is delayed or prevented due to events beyond their control, including natural disasters, strikes, pandemics, port closures, embargoes, wars, or sudden regulatory changes.

11. Intellectual Property

All elements of the www.seaoptima.com website (texts, visuals, logos, graphic design) are protected and remain the exclusive property of Fresh Fareways SARL.

Any reproduction or unauthorized use is prohibited.

12. Personal Data

Collected data is used solely for commercial management and is not shared with third parties, except where required by law.

Clients have the right to access, correct, and delete their data by writing to contact@seaoptima.com.

13. Governing Law and Dispute Resolution

These TCS are subject to Moroccan law.

In case of dispute, the parties shall first seek amicable resolution.

Failing agreement, the dispute shall be submitted either to the competent courts of Agadir (Morocco) or to international arbitration under the ICC Arbitration Rules, at the choice of Fresh Fareways SARL.

14. Acceptance

By placing an order, the buyer fully accepts these TCS, acknowledging having read them prior to confirmation.