

GENERAL TERMS AND CONDITIONS OF SALE (*)

(Edition December 2021)

These general terms and conditions of sale (GTCS) apply to any sales of products to a buyer made by **TotalEnergies Additives and Fuels Solutions** (the Seller), in the absence of any contractual provisions derogating therefrom or of any special terms and conditions amending or supplementing them. These GTCS shall fully and automatically prevail over all other provisions stipulated or referred to in any buyer's documents, except with the express written consent of the Seller. Each sale shall constitute a separate contract and will be governed by these GTCS. The waiver by either party of a breach of any provisions of the GTCS shall not be construed as a waiver of any further breach of the same or other provisions.

OFFERS / PRICES:

The products are invoiced at the price, stated excluding VAT, defined in Seller's offer or in the contract. The price may be fixed for a spot sale or for a monthly, quarterly, half-yearly or annual period, according to what has been defined in the Seller's offer or in the contract.

For as long as the buyer has not placed its order, the Seller reserves the right to modify its products, their prices and their availability, without prior notice.

Any price change resulting from legal or statutory amendments (taxes of any nature, change in transport prices, etc.) is immediately applied on the invoice if occurring prior to delivery of the products to the buyer.

ORDERS / SALES:

By placing an order under these GTCS, the buyer fully and unreservedly accepts them.

As soon as the Seller accepts the Order, that Order shall commit the buyer to take possession of the products for the agreed quantities and within the agreed time. If the buyer fails to do so or cancel an Order, the Seller reserves the right to invoice to the buyer any and all the costs due to such failure or cancellation.

QUANTITY / QUALITY / TRANSFER OF RISKS / DELIVERIES:

Quantity - Bulk: For additives, the weight recorded when loading shall be deemed as conclusive evidence of the quantity delivered to the buyer.

For special fuels, the volume at 15°C measured when loading shall be deemed as conclusive evidence of the quantity delivered to the buyer.

The customs documents shall be considered as exact and shall bind the parties. In the event of variation between the quantity delivered and the quantity ordered, the buyer cannot refuse the products unless its storage capacity is insufficient.

Quantity - Packaged: The content of each package is checked during the packaging operations. The number of packages is noted when loading and recorded on the transport documents which shall be considered as binding.

Quality: When delivering the products, the Seller supplies the buyer with a certificate of product conformity drawn up prior to loading in the depot.

Transfer of risks: the transfer of risks from the Seller to the buyer occurs at the agreed place of delivery and in conformity with the Incoterms® 2020, ICC as stated in the Seller's offer and/or the Order or the contract. Otherwise, products shall be dispatched at the buyer's cost and risk from their loading on the means of transport and the buyer bear the insurance costs thereof. As from the transfer of risks, the buyer becomes the custodian of the products and as such is responsible for all risks of loss or damage suffered by said products and is fully responsible for all consequences pertaining to them.

Verifications performed by the buyer: The buyer shall perform all necessary verifications when receiving the products. In particular, it must check that its available storage volume is sufficient to receive the ordered quantities.

Any claims made by the buyer to the Seller shall only be admissible if made in writing within a period of thirty (30) days following delivery, accompanied by all substantiating documents. The burden of proof will lie with the buyer.

In the event of uplift of the products by the buyer, any claims against the carrier must be made to the carrier within a period of three (3) days, as provided by Article L.133-3 of the French Commercial Code.

PAYMENT:

Unless otherwise agreed by the Seller when the Order is placed, the products shall be payable immediately, without discount, by direct debit or bank transfer.

The Seller reserves the right, at any time, to fix to the buyer a cap of outstanding, to modify that cap, and/or to make the supply of the products subject to compliance with this cap and/or subject to the presentation of a guarantee, taking into account the payment term agreed by the Seller for the buyer. The buyer shall not be entitled to charge the Seller for or deduct from the price agreed upon by Seller and buyer the costs or bank fees charged by buyer's bank due to bank transfer.

If payments are planned by SEPA transfer by virtue of the applicable particular conditions, the information relative to each of these transfers appear on the mandate delivered by the buyer to authorize the SEPA transfer. Every invoice, sent by mail or by every possible electronic means, will remind to the buyer that the payment will be made by SEPA transfer according to the maturity date of the specified on the invoice. This invoice will thus act as pre-notification of the SEPA transfer. Contrary to rules applicable to the payment by SEPA transfer, the invoice of pre-notification can be sent to the buyer during fourteen (14) calendar days prior to the maturity date planned for its payment.

Any payment not made on due date shall give rise to the following, cumulatively.

- the right to suspend or cancel any delivery to the buyer under any Order whatsoever,

- all sums due, even if not yet payable, shall become immediately payable without prior formality,

- for all sums not paid on due date and without any reminder being required, late payment interest shall apply, due from the day following the payment date appearing on the invoice, calculated at a rate equal the interest rate applied by the European Central Bank for its most recent refinancing operation incremented by 10%.

- the invoicing of the fixed indemnity for recovery costs of an amount of 40 euros excluding VAT as provided for by Article D. 441-5 of the Commercial Code. The Seller reserves the right to claim complementary compensation for all other costs caused by the late payment over and above said fixed amount, including at the time of transmission of the file to the Seller's litigation and/or collection departments.

Any payment of a part of any Seller's invoice, in any manner whatsoever, including any credit amount arising from the recovery of products, shall be deemed as a payment of that part of the debt which does not benefit from a lien, such as arising under Article 380 of the French Customs Code.

For export sales, the Seller can require the use of irrevocable documentary credit confirmed by the bank of its choice, all in conformity with the relevant rules and practices of the International Chamber of Commerce.

RETENTION OF TITLE:

• The transfer of title of the sold products to the buyer shall be subject to the full payment of the price, including the principal and all ancillary costs, regardless of the payment terms and conditions applied. Partial payment shall not give rise to novation and shall provide no derogation from this reservation of title clause.

• In order to enable identification of the products belonging to the Seller, the buyer must respect the trademarks and statements on packaging. In addition, the buyer must keep an inventory of the products and store them in clearly individualised locations.

• For its activity and even if it is prior to their full payment, the buyer is authorised to use the products for their transformation, consumption or resale. This right shall be fully and automatically withdrawn, without prior notice, in the event of failure to pay on due date irrespective of the cause for such failure to pay on due date.

• The buyer shall transmit, upon Seller's request, the inventory of products still in its possession on due date or in the event of liquidation or insolvency proceedings. The products appearing on that inventory shall be deemed to be those which remain unpaid.

• The Seller reserves the right to claim ownership of the products for as long as payment has not been made in full, even in the event of insolvency or liquidation proceedings. The costs of products recovering, including the costs of re-pumping and return transport shall be born by the buyer.

• This retention of title clause shall prevail over any other contrary provision.

HEALTH, SAFETY AND ENVIRONMENT:

(a) The SDS are transmitted to the buyer by email at the address provided by the buyer, and may be consulted over the Internet (www.quickfds.com).

(b) The delivered products subject to Regulation EC No. 1907/2006 of 18 December 2006 (REACH Regulation) comply with the REACH Regulation in force on the date of their delivery, for those uses and under those conditions stated in the SDS and/or in the Seller's specifications. The Seller makes no representation or warranty and shall bear no liability for any other use, even if notified by the buyer, or any use not provided for in the SDS and/or in the Seller's specifications, or which does not comply with the provisions of the SDS. In addition, no indemnity may be charged to the Seller due to the implementation of the REACH Regulation, in particular in the event of late delivery or interruption in supplies of products.

(c) The buyer shall provide his personnel, users and clients with SDS and any other information on health, safety and the environment (the "other information") provided from time to time by the Seller. The buyer shall be responsible for ensuring that the recommendations relating to the handling and utilisation of the products delivered as indicated herein, and mentioned in the SDS, or the "other information", are followed by his personnel and by any other end users. The buyer shall require his clients to observe the obligations indicated above, and to include these obligations in any sales contract for products delivered as indicated herein by a provision drawn up in the same terms as herein. The buyer shall ensure that the obligations, required conditions or recommendations pertaining to health, safety and the environment and concerning the products delivered as indicated herein are observed as stipulated in the legislation, laws, regulations or directives in force or applying in the territories, states or other jurisdictions in which the Seller delivers the products, or in which they may be utilised.

(d) The buyer shall indemnify the Seller on a continuing basis against any action, claims or proceedings whatsoever arising from any default in the observance of the obligations indicated in paragraphs (b) and (c) above. The fact that the buyer applies the recommendations set out in the SDS or other information shall not absolve him from the other obligations and recommendations he is required or advised to apply in respect of the products delivered under the conditions given herein by legislation, laws, regulation or directive of any territory, country or jurisdiction, and shall not release him from his liability if he defaults on their application. The Seller shall in no circumstances be liable for losses, damage or prejudice arising from risks inherent in the nature of the products delivered under the conditions set out herein.

DUTY-FREE PRODUCTS: the documents concerning duty-free products must be conserved for a duration of five (5) years and kept at the disposal of the French Customs Authorities (*Administration des Douanes et Droits Indirects*).

PERSONAL DATA PROTECTION :

Data collected by the Seller in the course of sale of products is subject to a processing, of which the Seller is responsible, intended for the management and follow up of the relation with the buyer. Personal data are reserved to the use of the Seller and may only be transferred to service providers intervening in the processing or to companies of the TotalEnergies group for products and services similar to those relating to the sale. Pursuant to the regulation on personal data, the buyer has a right to access, modify, object for legitimate reasons and delete data concerning him against **TotalEnergies Additives and Fuels Solutions**, whose address is: Secrétariat Général, 3, place du bassin – Givors (69700) – France. The buyer may contact **TotalEnergies Additives and Fuels Solutions** for the organization of the post-mortem treatment of his data.

LIABILITY:

Any loss or damage affecting the products or any property of the Seller or of a third party, arising before, during or after the loading or unloading operations, caused by the buyer or any person acting on behalf of the buyer, shall be borne by the buyer. The products delivered by the Seller conform to the Seller's specifications and the regulations in force. Upon receipt, the buyer is solely responsible for their storage and use in compliance with the Seller's specifications and the applicable regulations. **TotalEnergies Additives and Fuels Solutions** GIVES NO WARRANTY REGARDING THE USE OF THE PRODUCTS SOLD. THE BUYER IS SOLELY RESPONSIBLE FOR VERIFYING THAT THE PRODUCTS CONFORM TO THE BUYER'S INTENDED USE THEREOF. No claim, demand or dispute concerning the non-conformity to the Seller's specifications of the products delivered shall be accepted after a period of thirty (30) days following their delivery. SHOULD THE SELLER BE HELD LIABLE FOR THE NON-CONFORMITY OF PRODUCTS SOLD, THE AMOUNT OF INDEMNITY DUE MAY NOT EXCEED THE AMOUNT OF THE ORDER CONCERNED, EXCLUSIVE OF VAT. A delay in delivery of products shall not give rise to any indemnity on the part of the Seller except in the event of a delay in delivery attributable to a fault of the Seller.

FORCE MAJEURE:

Neither party shall be liable towards the other party for a breach, delay or non-performance of all or part of an Order if that failure is caused or due to an event which is reasonably beyond the control of the failing party.

If an event that is reasonably beyond the control of the Seller is that there is a restriction on (i) supplies of raw materials or products from the Seller's suppliers or (ii) the manufacture and storage of the products or (iii) the transport of raw materials or products, preventing the Seller from delivering the products in accordance with the Order, the Seller is entitled to suspend all or part of the Order for the time that it is so prevented.

Any delayed payment or failure to pay on the due date shall in no event be construed as an event of Force Majeure.

HARDSHIP:

If during the term of the contract, due to circumstances beyond the control of the parties and unforeseen at the time of its execution, the economics of the contract undergo a major change which is so detrimental to one of the parties that it is no longer in a position to comply with the terms of the contract without suffering undue hardship, then the parties shall meet in view of determining by common agreement the measures which should be taken in order to remedy the effects of such circumstances, failing which the requesting party shall be entitled to terminate the contract after a one (1) month notice period starting from the date of the Hardship request, without payment of any indemnity to the other party. The requesting party shall fully substantiate its request.

CONFIDENTIALITY:

Each party shall treat as confidential all information obtained as a result of entering into or performing the contract which relates to (i) the provisions of the contract, (ii) the negotiations relating to the contract or (iii) the other party. Each party undertakes not to disclose any such confidential information to any person other than any of its directors, officers, agents, sub-contractors or employees or to affiliates of the same group who need to know such information if it is strictly necessary in order to discharge his duties and to procure that any person to whom any such confidential information is disclosed to, complies with the restrictions contained in this clause as if such person were a party to the contract.

Notwithstanding the other provisions of this clause, either party may disclose any such confidential information:

- if and to the extent required by law or for the purpose of any judicial proceedings; or

- to its professional advisers (e.g. legal, tax and financial advisers), auditors, bankers, financial institutions, assignee or potential assignee and insurers, provided they are bound by a confidentiality obligation; or

- if and to the extent the information is in or has come into the public domain through no fault of that party; or

- if and to the extent the other party has given prior written consent to the disclosure, such consent not to be unreasonably withheld or delayed.

The restrictions contained in this clause shall continue to apply after the termination of the contract governed by these GTCS during five (5) years.

TRADEMARKS :

The buyer shall not be entitled to refer to the TotalEnergies trademarks and or logos without the prior written consent of the Seller.

ASSIGNMENT:

Neither party shall assign its rights or obligations under the contract, in whole or in part, without the prior written consent of the other party, provided, however, that the Seller shall be free to assign its rights and obligations under the contract to any of its affiliates (in accordance with article L.233-3 Code de Commerce). Notwithstanding the above, the Seller may without the buyer's consent assign all or a portion of its rights to receive and obtain payment under any contract. Any payment made by the buyer to the payee specified in Seller's invoice shall be in full discharge of the buyer's payment obligations to Seller.

COMPLIANCE WITH ECONOMIC SANCTIONS:

The parties must perform the contract in compliance with export control and international economic sanctions laws or regulations that apply to the parties. Neither party shall be obliged to perform any obligation under the contract if this would not be compliant with, in violation of, inconsistent with, or expose a party to punitive measures under any laws, regulations applicable to the parties relating to export control and/or international economic sanctions. In this event, such party (the "Affected Party") shall, as soon as reasonably practicable give written notice to the other party of its inability to perform. Once such notice has been given the Affected Party may either: (i) suspend the performance of the affected obligation under this contract until the Affected Party may lawfully discharge such obligation or; (ii) terminate the contract where the Affected Party may not lawfully discharge such obligation.

APPLICABLE LAW – COMPETENT COURT:

The contract shall be governed by French Law, except for conflict of laws rules. The buyer and the Seller expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980.

Any dispute arising from the contract shall be submitted to the exclusive jurisdiction of the competent courts of Lyon, even in case of introduction of third parties or several defendants.

(*) The English translation is merely prepared for convenience. The French version shall prevail if there is any inconsistency between the two versions.

Our GTCS are available on our website: www.additives-fuels.totalenergies.com