

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

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 Seller's offer (the "Order"), the buyer is committed 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 the costs relating to the Order, including the cost of reserving capacity or returning the products, for a minimum amount of 250 euros excluding VAT.

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 mentioned in the Seller's offer and/or the Order. 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 it has a sufficient storage volume 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.

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 within the period indicated on the invoice. The Seller does not accept checks, except express derogation from the Seller.

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 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. The buyer undertakes to allow at any time the identification of the products with a view to reclaiming them, being understood that the products in stock are deemed to correspond in whole or in part to unpaid products. In case of default payment and after a simple statement of this, the Seller is entitled to immediately tack back the products. Repumping and return transport costs are at the buyer's expense.

HEALTH, SAFETY AND ENVIRONMENT:

(a) The Safety and Data Sheets (SDS) are transmitted to the buyer.

(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 :

The Personal Data collected in the course of sale of products are processed by TotalEnergies Additives and Fuels Solutions, in order to manage and to follow up the commercial relationship with the buyer in accordance with the legal requirements and applicable regulations on the protection of personal data. These Personal Data may be transferred to service providers intervening in the processing or to Affiliates of the TotalEnergies company for products and services similar to those relating to the sale. Your Personal Data are kept for three (3) years after the end of the commercial relationship. Pursuant to the regulation on personal data, you have a right to access, modify, object and delete your Personal Data. You may provide some instructions concerning the future of your Personal Data after your death but only for France. You may also request the restriction of the processing or portability of your data and/or lodge a complaint with the competent authority (in France the CNIL). You can exercise your rights and ask us questions about the processing of your Personal Data by filling in the contact form available at <https://additives-fuels.totalenergies.com/en/contact-us-0> or to **TotalEnergies Additives and Fuels Solutions**, whose address is: Secrétariat Général, 3, place du bassin – Givors (69700) – France.

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. The Seller is only liable for direct property damages, excluding any consequential or indirect damages. Indirect or consequential damages include, but are not limited to, any loss of profits (direct or indirect), loss resulting from business interruption, loss of opportunity, loss of profit, loss of know-how, loss of goodwill or reputation, whether or not caused by negligence. In any case, the liability of the Seller is limited to the amount of the Order.

No claim, request or dispute relating to the non-conformity of the delivered products to the Seller's specifications or to the references and/or quantities of the products specified in the order will be accepted after a period of thirty (30) days following delivery.

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, which could not be reasonably foreseen when the Order was concluded and the effects of which cannot be avoided by taking appropriate reasonable measures. Force Majeure includes the following events, irrespective of the circumstances in which they occur: (i) fires, accidents, explosions, interruption of public services, floods, hurricanes, earthquakes, all types of storms or similar disasters, riots, civil disorder, vandalism, war, insurrection, or any other event, resulting in a partial or total shutdown of production sites or production units, distribution and delivery networks, logistics and various operations; (ii) strikes even internal to the Seller; (iii) compliance with a request or order from a person acting on behalf of a government, government department or agency (including but not limited to agencies for the protection of the environment, health and safety of workers, etc...); or (iv) shortage of goods or services; or (v) a shortage of raw materials transport capacity, production capacity, etc. or a shortage of product from the Seller's supplier. In any event, force majeure may under no circumstances be invoked in the event of late payment or non-payment. In any event, force majeure may not be invoked in the event of late payment or non-payment. If an event beyond the reasonable control of the Vendor restricts (i) the supply of raw materials or products from the Vendor's suppliers or (ii) the transport of raw materials and products, preventing the Vendor from delivering the products in accordance with the Order, the vendor may suspend all or part of the Order for the period during which it is prevented from doing so. If the affected party is unable to perform its obligations for a period in excess of thirty (30) days, the Order may be terminated, in which event neither party shall be liable to the other.

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 due to external and unforeseeable economic circumstances beyond the control of the parties at the time of the conclusion of the Order, 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. If the parties do not reach an agreement after fifteen (15) days from the date of the request, the requesting party may terminate the Order by sending a written notice to the other party within fifteen (15) days following the end of the agreement period, without any compensation, especially financial, being left from this party to the other. As such, the parties expressly renounce to the application of Article 1195 of the French Civil Code.

CONFIDENTIALITY:

Each party shall treat as confidential all information obtained as a result of entering into or performing the Order which relates to (i) the provisions of the Order, (ii) the negotiations relating to the Order 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.

However, 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.
- This clause shall continue to apply after the termination of the Order during five (5) years.

TRADEMARKS:

The buyer cannot refer to the TotalEnergies trademarks and/or logos without the prior written consent of the Seller.

COMPLIANCE WITH ECONOMIC SANCTIONS:

- I. For the purposes of these GTCS, the term "Sanctions Regulations" means any law, regulation, embargo or another restrictive measure (economic, financial, trade, etc.) relating to economic sanctions and export controls applicable to the Parties, which is enacted, administered, imposed, implemented and/or enforced from time to time by any Competent Authority with jurisdiction over the parties and the Product(s) (or Services), including the European Union, France, any other Member state of the European Union and the United States of America.
- II. The parties must perform the Order in compliance with Sanctions Regulations that apply to the parties and the Product(s) (or Services) as defined above. If either party is unable to perform the Order due to a conflict of law, the provisions specified under section VIII shall apply.
- III. The buyer, undertakes not to, directly or indirectly, distribute, sell, supply, export, re-export or otherwise transfer the Product(s) purchased from the Seller, in violation of Sanctions Regulations.
- IV. Moreover, the buyer undertakes and warrants that it will not, directly or indirectly, distribute, sell, supply, export, re-export or otherwise transfer the Product(s) purchased from Seller in Russia and/or Belarus and/or for use in Russia and/or Belarus, as well as in any country that may be subject to restrictions by the Competent Authority.

- V. The buyer undertakes to implement adequate procedures to comply with Sanctions Regulations and detect possible non-compliant activities of third parties, including potential resellers, and apply such procedures to transactions involving the Product(s) purchased from the Seller.
- VI. In the event of any breach of sections II, III, IV or V by the buyer, the Seller shall have the right to suspend the performance of this Order and/or terminate it. In such event, the buyer shall not be entitled to any compensation rights provided for by this Order.
- VII. Throughout the performance of the Order, the buyer undertakes to inform the Seller forthwith and by written notice of any information likely to impact the declarations or commitments covered by sections II, III, IV and V, including regarding the activities of third parties that may frustrate the same sections. The buyer shall make available to the Seller information relating to compliance with its obligations under sections II, III, IV and V within two weeks from the Seller's written request for such information.
- VIII. Neither party shall be obliged to perform any obligation under the Order if this would not be compliant with, in violation of, inconsistent with, or expose a party (the "Affected Party") to punitive measures under the Sanctions Regulations. In this event, the Affected Party shall, as soon as reasonably practicable, give written notice to the other party of its inability to perform the Order. The Affected Party may either (i) suspend the performance of the affected obligations under the Order until the Affected Party may lawfully discharge such obligation or (ii) terminate the Order where the Affected Party may not lawfully discharge such obligation, without possibility for the other party to claim any compensation rights provided for by the present Order.

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 Paris, 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