These general terms and conditions of sale ("GTCS") apply to all sales of Total Energies Added Values and 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 govern only this sale and any other sales to this buyer, because of any breach of a provision of the GTCS shall not be construed as a waiver of any further breach of the same or other provisions.

OFFERS / PRICES:
The offer price quoted in the price, stated excluding VAT, defined in Seller's offer to the buyer for a buyer of a capable of standing on its own, who can and/or to take the decision to order the product defined in the offer as defined above. If the buyer is unable to perform its obligations for a period in excess of thirty (30) days, the Order may be terminated, in which event neither the Buyer nor the Seller shall be under any liability to the other.

QUANTITY / QUALITY:
- For all sales, the weight recorded when loading shall be deemed to constitute the conclusive evidence of the quantity delivered to the buyer.
- For all sales, the quantity recorded when unloading shall be deemed to constitute the conclusive evidence of the quantity delivered to the buyer.

In the event of variation between the quantity delivered and the quantity ordered, the buyer cannot refuse the products unless its storage conditions, the delivery point or the nature of the transport networks is exceptional. 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 liable for all consequences pertaining to them. Verifications performed by the buyer shall be performed all necessary verifications when receiving the products. In particular, it must check that it has a sufficient storage volume to receive the ordered quantities.

PAYMENT:
- Unless otherwise agreed by the Seller when the Order is placed; the products shall be shipped to the address indicated in any buyer's documents, except with the express written consent of the Buyer. Each sale shall constitute a separate contract and will govern only this sale and any other sales to this buyer.

II. RELATIONS BETWEEN THE PARTIES

II. CONFIDENTIALITY:
- Each party shall treat as confidential all information concerning the activities of the other party or the Contract, including the cost of reserving the products, the quantities and prices thereof, and shall undertake not to disclose the same or to use the same for any purpose other than the performance of the contract, the protection of its interests or the interests of the other party.

III. COLLECTION:
- The Seller 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 purchased from the Seller.

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 Total Energies Added Values and Solutions, in order to manage and to follow up the commercial relationship with the buyer in accordance with the legal requirements and applicable regulations. If the Buyer does not provide accurate or complete information, this may prevent it from delivering the Order or the products purchased from the Seller.

GENERAL TERMS AND CONDITIONS OF SALE
(*) The content of each package is checked during the packaging operations. The number of packages delivered shall be deemed as the quantity ordered.
(**) 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.
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:**

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