

## GENERAL SALES TERMS AND CONDITIONS OF TOTALENERGIES TURKEY PAZARLAMA A.Ş.

The Customer, by placing a written order under these General Sales Terms and Conditions, fully and unreservedly accepts these conditions. The Customer shall comply with all laws and general commercial rules in its relationship with TOTALENERGIES. The Customer may access TOTALENERGIES' "Code of Conduct" on TOTALENERGIES' website at this link : <https://tr.totalenergies.com/son-kullanici/turkiyede-totalenergies/davranis-kurallari-ve-uygunluk-programi>

Customer agrees and undertakes to deliver waste oils to the competent authorities in accordance with the "Waste Oil Management Regulation" determined by the regulatory authorities.

### 1) PRICING AND INVOICING

Pricing will be based on the current product and price list, excluding VAT and excise tax/special consumption tax (ÖTV). Invoices will be issued after the product shipment, including legal ÖTV, VAT, and any other obligations stipulated by regulations. The Recovery Participation Share (GEKAP) is not included in the contract price and will be invoiced separately to the Customer. The current price list agreed upon by the parties is in effect. However, the discount rates and/or base prices on which parties shall agree may vary on the invoice. TOTALENERGIES reserves the right to change product prices due to market conditions and fluctuations in raw material costs.

### 2) PAYMENT

The payment term is as indicated on the relevant invoice. TotalEnergies reserves the right to charge interest on overdue amounts beyond the specified payment period.

### 3) DELIVERY AND TIMING

Acceptance of delivery of the Products signifies acceptance of this letter and the General Sales Terms and Conditions contained herein. Delivery time for each Order will be determined separately. Each product delivery is subject to the stock status of the relevant product. After the Customer receives the Products, the responsibility for the Products lies with the Customer.

### 4) FORCE MAJEURE

Force majeure events are those that prevent or delay the fulfillment of obligations of parties under these General Sales Terms and Conditions or any relationship or contract between the parties and they shall be considered events beyond the control of the parties. These events include natural disasters, epidemics, floods, fires, earthquakes, wars, strikes, lockouts, terrorist acts, civil unrest, decisions of the Government or relevant authorities, decisions of the Energy Market Regulatory Authority and the Competition Authority, mobilization, sabotage, and popular uprisings, among others. Neither party shall be held responsible for failing to fulfill its obligations due to force majeure events. The affected party must promptly notify the other party in writing, providing all necessary evidence. In this case, the obligations of the notifying party will be postponed as long as the force majeure continues. The affected party shall make reasonable efforts to promptly and economically resolve or overcome the force majeure situation.

### 5) FIGHT AGAINST CORRUPTION

The Parties may not take, authorize or authorize any action that may cause the Parties and/or affiliates of the Parties to violate any applicable anti-corruption laws or statutes. This obligation applies in particular to illicit payments made to government officials, representatives of public authorities, or their associates, families or close friends. Each party shall not be liable to any employee, representative or third party acting on behalf of the other party in negotiating, concluding or it undertakes not to offer or provide any benefit, whether monetary or otherwise, to which the other party is not legally entitled, regarding its performance, and not to accept such benefit from any employee, representative or third party acting on behalf of the other party. The Parties shall immediately notify each other if they become aware of or have serious suspicion of any corruption in connection with the negotiation, conclusion or performance of this Agreement. Without prejudice to any other rights and remedies that TOTALENERGIES may have under this agreement or the law, in case the Customer violates and/or fails to fulfill any of its commitments and obligations under this article; TOTALENERGIES shall have the right to terminate this Agreement with immediate effect due to the Customer's fault.

### 6) COMPLIANCE WITH ECONOMIC SANCTIONS AND EXPORT CONTROLS

I. For the purposes of the Agreement, 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 Agreement 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 Agreement due to a conflict of law, the provisions specified under section VIII shall apply.  
III. The Customer undertakes not to, directly or indirectly, distribute, sell, supply, export, reexport or otherwise transfer the Product(s) purchased from TOTALENERGIES 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 to Russia and Belarus and/or for use in Russia and Belarus.  
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 Agreement and/or terminate it. In such event, the BUYER shall not be entitled to any compensation rights provided for by this Agreement.  
VII. Throughout the performance of the Agreement, 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 Agreement 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 Agreement. The Affected Party may either (i) suspend the performance of the affected obligations under the Agreement until the Affected Party may lawfully discharge such obligation or (ii) terminate the Agreement 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 Agreement.

### 7) PROTECTION OF PERSONAL DATA

7.1 The parties will process the personal data transferred between each other in accordance with the principles and processing conditions regarding data processing stipulated in the Law No. 6698 on the Protection of Personal Data (KVKK). Regarding the personal data transferred to each other by the Parties pursuant to the Agreement parties are obliged to inform the data owner in accordance with KVKK art. 10., To ensure that they exercise their rights over their personal data in accordance with KVKK art.11 and to obtain data owners' explicit consent when necessary, in accordance with KVKK art.5/f.1. The parties will be responsible for any damages arising from their failure to fulfill these obligations.  
7.2 The principles and clarification text regarding the processing of personal data by TOTALENERGIES can be accessed via the following link: <https://tr.totalenergies.com/son-user/turkiyede-totalenergies/totalenergies-turkey-pazarlama-kisisel-verilerin-korunmasi>  
7.3 Personal data transferred between the parties, KVKK art. 7, and for the periods required by the legally prescribed periods and the purpose of processing. When these periods expire, the parties will hand over all personal data they have processed to each other and delete the original and backups from their systems.  
7.4 The Parties are obliged to use the personal data they transfer to each other only for the purpose of processing, and they accept, declare and undertake that they will not use it for any purpose other than the purpose of providing the services subject to this Agreement, and therefore they will not share this data with third parties and/or individuals except when the personal data in question is shared with public institutions and organizations authorized to request this data.  
7.5 The Parties will take all necessary physical, technical and administrative measures to ensure the appropriate level of security in order to prevent the unlawful processing of personal data they transfer to each other, to prevent unlawful access to personal data and to ensure the preservation of personal data. If the parties cannot ensure the security of the personal data they transfer to each other within the meaning of KVKK Article 12, they will be responsible to each other for any damage that may occur.  
7.6 The Parties will consider the personal data they transfer to each other as confidential information in accordance with the Agreement and will be obliged not to disclose it indefinitely.  
7.7 If the personal data they transfer to each other is obtained by others through illegal means, the parties will notify each other, their relevant employees and the Personal Data Protection Board as soon as possible.