



**Article I – Scope**

These general terms and conditions of sale (GTCS) apply to all sales made by **TotalEnergies Marketing France** (the Seller), unless otherwise agreed in writing or unless any special terms and conditions amending or completing them are applicable. Except with the express written consent of the Seller, these GTCS shall fully and automatically prevail over all other provisions stipulated or referred to in any client's documents. Any waiver by either party of any breach of any provisions of the GTCS shall not be construed as a waiver of any further breach of the same or other provisions.

**Article II – Prices**

The products are invoiced at the price stated excluding VAT, agreed at the time of the order, and duly accepted by the Seller (the Order). As long as the client has not placed their order, the Seller reserves the right to modify and amend its products, their prices and availability without prior notice. Any price modification resulting from legal or statutory amendments, such as taxes changes of any nature, changes in transport prices, etc., is immediately applied onto the invoice if it occurs before the delivery of the products to the client.

**Article III – Orders, Sales**

By placing an order under these GTCS, the client accepts them fully and unconditionally. Once the Seller has accepted the Order, it obligates the client to acquire possession of the products in the stipulated quantities and within the specified timeframe. If the client fails to do so, the Seller reserves the right to invoice the client per Order for the storage or the return of the products for a minimum amount of 250 Euros, excluding VAT. The client acknowledges the dematerialized transmission and signature of any document and acknowledges its enforceability in the event of disputes.

**Article IV – Quantity - Transfer of risks - Delivery of the products**

The quantity measured during loading subject to metrological control shall be binding. The transfer of risk from the Seller to the client shall take place at the point of delivery and in accordance with the applicable incoterms (Incoterms® ICC 2020), as defined by the Seller and the client. Otherwise, the applicable incoterms will be EXW. Even if the carrier participates in the operation, the unloading of the products shall take place under the sole responsibility of the client. In order for the products to be accepted, it is imperative that the client undergoes all necessary verifications. The client must verify that its available storage volume is sufficient to receive the ordered quantities. In the event of loss, damage or shortage in product quantities, it shall be for the client to make all claims against the carrier within a maximum period of **three (3) calendar days**, in accordance with Article L.133-3 of the French Commercial Code.

**Article V – Warranty**

Notwithstanding anything to the contrary in these GTCS or any additional document, the Seller warrants that:

(i) the Product shall conform to the product specifications and, if any, any other mutually explicitly agreed upon specific characteristics or requirements ;

(ii) the Product will be transferred with good title, without any claims, liens or other encumbrances, unless otherwise agreed between the Parties;

However the Seller disclaims any other representation or warranty, either expressed or implied, by law, custom or usage of trade. The Seller does not provide any warranty, either express or implied, regarding the fitness for purpose of the Product or its end-use, even if the client has communicated a specific use or purpose to the Seller within the context of REACH registrations.

**Article VI – Payment**

Unless otherwise agreed by the Seller when the Order is placed, the products shall be payable immediately, without any discount. The Seller reserves the right at any time to fix to the client 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.

If the payment date falls on a Saturday, Sunday, or public holiday, then the payment will be advanced to the preceding business day.

If payments are made via SEPA Direct Debit, information related to each SEPA Direct Debit is set forth in the provisions provided by the client to authorize SEPA Direct Debits. Any payment not made on time shall give rise to the following, cumulatively:

- the right to suspend or cancel any delivery under any Order;

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

- for any amounts not paid on the due date and without any reminder being required, late payment interest shall be charged. This interest shall be payable on the day following the payment date appearing on the invoice, at a rate equal to the interest rate applied by the ECB for its most recent refinancing operation, which has been increased by 10 %.

For professionals, the invoicing of a fixed indemnity for recovery costs of an amount of 40 Euros, as provided for in Article D. 441-5 of the French Commercial Code. The Seller reserves the right to claim complementary compensation for all other costs caused by the late payment over and above the fixed amount, including at the time of transmission of the file to the Seller's litigation and/or collection departments. Furthermore, in the event of the transmission of the file to the Seller's litigation and/or collection departments, the Seller shall be entitled to claim a penalty calculated at 5% of the outstanding amount (inclusive of VAT), with a minimum of 100 euros.

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

**Article VII – Security and Unpaid Balances**

The Seller reserves the right to ask the client to provide a security, in any form, to guarantee the client's outstanding balances and, if necessary, to cap the amount. The amount of the security may be re-evaluated upon the Seller's request to account for the evolution of the level of purchases and the status of the client's account. The fact that the Seller does not request or set a cap on outstanding balances at the conclusion of the Order should not be interpreted as a waiver by the Seller of the right to request or set one later. The security and claims due to the Seller are related. The security guarantees the Seller against a potential total or partial non-payment of the Order by the client or, more broadly, any sums, penalties, costs, or indemnities of any nature resulting from the non-payment of the Order. The Seller is entitled to offset the amount of the security against the client's claims. The Seller undertakes to return to the client the amount of the security at the end of the commercial relationship, provided that there are no claims due to the Seller by the client.

**Article VIII – Reservation of title**

THE TRANSFER OF TITLE TO 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. AS OF RECEIPT, THE CLIENT IS ALLOWED TO USE THE PRODUCTS FOR THEIR TRANSFORMATION, CONSUMPTION OR SALE. THIS RIGHT SHALL BE AUTOMATICALLY WITHDRAWN, WITHOUT PRIOR NOTICE, IN THE EVENT OF FAILURE TO PAY ON DUE DATE. THE CLIENT UNDERTAKES TO ENABLE AT ALL TIMES THE IDENTIFICATION OF THE PRODUCTS WITH A VIEW TO ANY CLAIM OF OWNERSHIP OF THEM. IT IS AGREED THAT PRODUCTS IN STOCK SHALL BE CONSIDERED TO CORRESPOND, IN WHOLE OR IN PART, TO THE UNPAID PRODUCTS. IN THE EVENT OF NON-PAYMENT AND SUBSEQUENT TO THE MERE OBSERVATION OF SUCH FAILURE, THE SELLER RESERVES THE RIGHT TO PROCEED TO PROMPT RECOVERY OF THE PRODUCTS, WITHOUT PREJUDICE TO ANY APPLICABLE LEGAL PROVISION OF PUBLIC ORDER. THE COST OF RE-PUMPING AND RETURN TRANSPORT SHALL BE BORNE BY THE CLIENT.

**Article IX – Liability**

Each Party is liable for any direct material damage harm it causes to the other Party or to third parties. The other Party and its insurers shall be held harmless from any direct material damage, and/or liability that the other Party may incur as a result thereof. The Parties agree that neither of them shall be liable for immaterial or indirect damages, such as loss of profits, business interruption losses, loss of opportunities, or loss of customers or reputation, unless the damages arise from gross negligence or intentional fault. No claim, demand, or dispute regarding the non-conformity of the products delivered in relation to the Seller's specifications will be accepted after a period of thirty (30) days after delivery. The Seller's liability shall be limited to the value of the Order.

**Article X – Material Safety Data Sheet (“MSDS”) - REACH Regulation**

The MSDS are sent to the client and may be consulted on the following website: <https://ms-sds.totalenergies.com>. The products delivered pursuant to REACH Regulation EC No. 1907/2006 of 18 December 2006 are in compliance with the REACH Regulation in effect at the time of their delivery, for the purposes and under the conditions specified in the MSDS and/or the Seller's specifications. The Seller does not make any representation or warranty, and shall not be liable for any other use, even if notified by the client, or any usage that is not specified in the MSDS and/or in the Seller's specifications, or that is not in accordance with the provisions of the MSDS. Furthermore, no indemnity may be charged to the Seller due to the implementation of the REACH Regulation, especially in the event of a delay in delivery or interruption in supply of products.

**Article XI – Force majeure**

Neither party shall be liable to the other party for a breach, delay or non-performance of all or part of an Order if that failure is caused by or due to an event which is reasonably beyond the control of the failing party. Any delay in payment or failure to pay on the due date shall not be deemed a Force Majeure.

If an event that is beyond the Seller's reasonable control results in a restriction on (i) the supply of raw materials or products from the Seller's suppliers or (ii) the transportation 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 a portion of the Order for the duration that it is prevented.

**Article XII – Hardship**

If, as a result of external economic circumstances not reasonably foreseeable at the time of the Order, the economic balance is altered in such a way as to render performance of the Order excessively expensive for such party, the parties shall meet to mutually determine the adjustments necessary to restore the economic balance. The requesting party shall furnish all evidence to substantiate its assertions.

If the parties are unable to reach agreement within fifteen (15) calendar days of the request, the requesting party may terminate the Order by written notification to the other party fifteen (15) calendar days after the end of the period dedicated to reaching an agreement. The other party is not entitled to any compensation, including financial, from the party who terminates the Order. As a result of the aforementioned provisions, the Parties hereby waive the application of Article 1195 of the French Civil Code.

**Article XIII – Protection of personal data**

The personal data collected from the Order are processed by the Seller for the purposes of managing the commercial relationship. The data may also be processed in accordance with the Seller's legitimate interest for statistical purposes, customer database enrichment, or commercial prospecting, especially to propose products and services similar to those of the sale. Personal data may be transmitted to service providers involved in achieving the aforementioned purposes or to companies affiliated with the TotalEnergies Company. Personal data is stored for the duration necessary to achieve the purpose and, if applicable, to comply with the Seller's legal obligations. 2

Any potential transfer of data to a third country outside the European Economic Area is executed in accordance with the applicable regulations and in a manner that guarantees adequate protection of the data. In this regard, data transfers to TotalEnergies company entities established outside the European Economic Area are executed on the basis of **'Binding Corporate Rules'** (BCR - Internal Company Rules).

Any individual may exercise their rights of access, rectification, deletion, portability, limitation, opposition, and the right to establish directives concerning the fate of their personal data after their death by submitting a written communication to the following address: TotalEnergies Marketing France General Secretariat, 562 avenue du Parc de l'Île, 92029 Nanterre Cedex.

If the holder of the personal data feels that their rights are not being respected, they may file a complaint with the CNIL.

**Article XIV – Anti-corruption**

In recognition of the anti-corruption laws applicable to the parties' activities under the Order, and in accordance with the parties' anti-corruption compliance policies and procedures:

XIV.1 - In respect of the Order and the matters subject to the present Order, the client warrants that neither it nor anyone acting on its behalf, has made or offered any payment, gift, or promise or give any advantage, whether directly or through an intermediary, to or for the use of any person, whether such person is a public official or not ("Beneficiary"), such payment, gift, promise or advantage would be for the purposes of: (i) influencing any act or decision of such Beneficiary; (ii) inducing such Beneficiary to do or omit to do any act in violation of his or her lawful duties; (iii) securing any improper advantage; or (iv) inducing such Beneficiary to use his or her influence to affect any act or decision of any department, agency or instrumentality of any public authority or public enterprise.

XIV.2 - The client shall establish and maintain adequate internal controls to ensure that all payments made in performance of the Order are authorized and in compliance with the Order.

XIV.3 - If a public official or a close personal acquaintance of such public official owns or possesses, directly or indirectly, shares or any other beneficial interest in the client, or is a director, officer or agent of the client, the client agrees to notify the Seller in writing and to take appropriate steps to ensure that such public official or close personal acquaintance complies with the laws of France, including with respect to conflicts of interest and anti-corruption compliance described in paragraph (a) above.

**Article XV – Compliance with economic sanctions and export controls**

I. For the purposes of the Order, the term "Sanctions Regulations" means any law, regulation, embargo or other 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, including the European Union, France, any other Member state of the European Union and the United States of America.

II. The parties must fulfil their obligations in compliance with the Sanctions Regulations that apply to the Parties and the Product as defined above. If either Party is unable to fulfil its obligations due to a conflict of law, the provisions specified in section VIII shall apply.

III. The client undertakes not to distribute, sell, supply, export, reexport or otherwise transfer the Product purchased from the Seller, in violation of Sanctions Regulations.

IV. Furthermore, the client undertakes and warrants that it will not distribute, sell, supply, export, re-export, or otherwise transfer the Product purchased from the Seller in Russia and/or for use in Russia.

V. The client undertakes to implement adequate procedures to comply with the Sanctions Regulations and detect possible non-compliant activities of third parties, including potential resellers. Such procedures will be applied to transactions involving the Product purchased from the Seller.

VI. If the client breaches sections II, III, IV or V, the Seller shall have the right to suspend the performance of this Order and/or terminate it. In such a case, the client shall not be entitled to any compensation rights as stipulated in this Order.

VII. Throughout the execution of the Order, the client undertakes to promptly notify the Seller through written notification of any information that may have an impact on the declarations or commitments covered by sections II, III, IV and V, including information regarding the activities of third parties that may hinder the same sections. The client is required to furnish the Seller with information pertaining to the fulfillment of its obligations under sections II, III, IV and V within a period of two weeks following the Seller's written request for such information.

VIII. Neither Party shall be required 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 such an event, the Affected Party shall, as soon as reasonably practicable, provide written notice to the other Party of its inability to perform the Order. The Affected Party has the option of either (i) suspending the performance of the affected obligations under the Order until the Affected Party can lawfully discharge such obligation or (ii) terminating the Order if the Affected Party cannot lawfully discharge such obligation, without the possibility for the other Party to claim any compensation rights provided for by the present Order.

**Article XVI – GOVERNING LAW - JURISDICTION**

ONLY FRENCH LAW SHALL GOVERN RELATIONS BETWEEN THE SELLER AND THE CLIENT, INCLUDING THE SEPA DIRECT DEBIT, WITH THE EXCEPTION OF THE CONFLICT OF LAWS RULES. **ANY DISPUTE BETWEEN THE CLIENT AND THE SELLER SHALL BE WITHIN THE EXCLUSIVE JURISDICTION OF THE COURTS OF NANTERRE (FRANCE), APART FROM THE SALE TO CONSUMERS, FOR WHOM ANY DISPUTE SHALL BE WITHIN THE JURISDICTION OF ITS DOMICILE.** According to L612-2 of the French code de la consommation, all consumers have the right to turn to a mediator (free of charge for the consumer) in order to resolve any dispute arising with the Seller, thanks to an amicable process through the CMAP ([www.cmap.fr](http://www.cmap.fr)) / [consummaton@cmmap.fr](mailto:consummaton@cmmap.fr) or CMAP Médiation Consommation, 39, avenue F.D. Roosevelt, 75008 PARIS). Consumers or professional consumers, as defined as a « micro-entreprise » in article 51 of the French law n° 2008-776 dated 4 August 2008, have the right to complementarily notify the Médiateur National de l'Energie for disputes arising from the sale of electricity, gas, LPG, domestic fuel or wood ([www.energiemediateur.fr](http://www.energiemediateur.fr)) or Médiateur national de l'énergie Libre réponse n° 59252 – 75443 PARIS Cedex 09).

Prior to initiating any mediation process, the client will be required to provide a justification of their unsuccessful attempt to resolve the dispute directly with the consumer service of the Seller.

**RESTRICTIONS OF USE:****1 – DIESEL FUELS : CONDITIONS OF USE (Domestic heating oil and non-road diesel)**

Product with specific taxation and regulated uses, prohibited for all other uses not specially authorized. Non-Road Diesel marketed at a reduced excise rate is a fuel taxed for agricultural and/or forestry uses.

**2 – AVIATION FUELS:**

**WARNING:** Aviation fuels are subject to specific taxation and regulated usages. It is prohibited for any other purposes that are not specially authorized.

**3 – CUSTOMS SUPPLY OF SHIPS AND PORT MACHINERY:**

**WARNING:** Fuel reserved for maritime navigation with exempt use specific taxation and regulated uses (Decree of December 17, 2015) - It is prohibited for any other purposes that are not specially authorized.

**4 – PETROLEUM PRODUCTS INTENDED TO BE USED OTHERWISE THAN AS FUEL OR COMBUSTIBLE:**

**WARNING:** Petroleum products are tax exempt for regulated uses (Ministerial Order of June 8, 1993, as amended). It is forbidden as a fuel or combustible.

**5 – WHITE SPIRIT AND KEROSENE USED AS FUELS:**

**WARNING:** Heating fuel is subject to a favored tax regime (Decree of July 18, 2002, as amended). It is forbidden as a fuel.

**6 – ENERGY PRODUCTS USED FOR THE PRODUCTION OF ELECTRICITY:**

**WARNING:** Energy products with regulated uses (ministerial order of June 25, 2008).

**7 – ENERGY PRODUCTS USED BOTH AS FUEL AND FOR USES OTHER THAN FUELS AND COMBUSTIBLES (DUAL USE) OR USED IN A PROCESS OF MANUFACTURING NON-METALLIC MINERAL PRODUCTS:**

**WARNING:** Energy products with regulated uses (ministerial order of October 13, 2008).

**8 – NON-ROAD DIESEL USED AS FUEL FOR THE TRANSPORT OF GOODS ON INLAND WATERWAYS:**

**WARNING:** Fuel is designated for river transportation of goods subject to specific taxation and regulated uses. According to the decree dated February 23, 2012, all other uses that are not specifically authorized are prohibited.