

TotalEnergies Marketing Canada Inc.

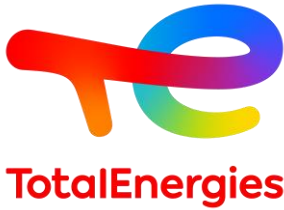
- iii. The weights and measures taken on loading are binding evidence of the delivered quantity, unless proven otherwise by the buyer. The quantities and unit prices will be stated on TotalEnergies Marketing Canada Inc.'s invoices in Liters or Kilograms or in multiples of these units for lubricants and specialties delivered in bulk, barrels, jerricans, or containers, and per unit for other lubricants and specialties.

Packaged: The number and weight of packages appearing on the delivery slip are binding on the buyer.

Bulk: The buyer must proceed, as the case may be, by gauging or weighing, with all necessary verifications at the time of delivery, and, in particular, if the buyer's available storage volume is sufficient to receive the ordered quantities. In the event that the buyer does not have sufficient space to store the bulk products ordered, TotalEnergies Marketing Canada Inc. will invoice the buyer, in addition to the price of the products, for the cost of returning the products and for any other costs incurred at a minimum amount of 25% per Order, without prejudice to any of its other rights and recourse. Upon receiving the merchandise, the buyer must verify that it has received the right products and quantities and ensure that the products have not been damaged during shipping. The buyer is responsible for making all claims against the carrier directly on the delivery slip before the carrier's departure. For deliveries of multiple pallets, the buyer has a maximum of 24 hours to report any problems regarding the receipt of the Order. After this time, no claims will be accepted by TotalEnergies Marketing Canada Inc.

Payment Terms 5

Invoices are payable as per the payment terms specified on the invoices. Payments must be made by direct debit, bank transfer (ACH), cheque, or credit card. For payments by credit card, a 3% fee will be added to the amount due. TotalEnergies Marketing Canada Inc. reserves the right, at any time before proceeding with an Order, to require full payment of the amounts owed to it by the buyer. TotalEnergies Marketing Canada Inc. reserves the right, at any time, to set for the buyer a maximum credit or a cap for outstanding purchases, 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 agreed-upon payment period. Each invoice, whether sent by mail or any other means, including electronic, will advise the buyer that payment must be made to TotalEnergies Marketing Canada Inc. by the due date agreed upon by the parties and set out on the invoice. Any payment not made by the due date will give rise to the following, cumulatively: TotalEnergies Marketing Canada Inc. has the right to suspend or cancel any delivery to the buyer under any Order



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whatsoever. All sums due, whether past due or pending, will become immediately payable without prior formality. For all sums not paid by the due date and without any reminder being required, late payment interest will apply, due from the day following the payment date appearing on the invoice, calculated at an interest rate of 2% per month, or 24% per year. TotalEnergies Marketing Canada Inc. 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 TotalEnergies Marketing Canada Inc.'s litigation and/or collection departments. TotalEnergies Marketing Canada Inc. may terminate an Order, in part or in full, with immediate effect and without compensation if the buyer fails to comply with the GTCS or any other terms and conditions established between the parties. If TotalEnergies Marketing Canada Inc. terminates an Order in part or in full as a result of a failure by the buyer, including failure to receive and take possession of the Order, the buyer must compensate TotalEnergies Marketing Canada Inc. for all losses and damages sustained by TotalEnergies Marketing Canada Inc., particularly with regard to Order delivery and return fees. Moreover, all unpaid invoices will immediately become due and payable in full, and TotalEnergies Marketing Canada Inc. may stop delivering products until the buyer has paid these invoices in full.

Reservation of title 6
The title of all
products sold is
reserved

Accordingly:

The transfer of title of the sold products to the buyer will 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 does not give rise to novation and provides no derogation from this reservation of title clause. From the transfer of risks to the buyer, the buyer must bear all applicable risks, and in particular must bear insurance against all risks of loss or damage or liability caused or suffered by such products. In order to enable identification of the products belonging to TotalEnergies Marketing Canada Inc., 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 individualized locations. For its activity and even if it is prior to their full payment, the buyer is authorized to use the products for their transformation, consumption, or resale. This right will be fully and automatically withdrawn, without prior notice, in the event of failure to pay by the due date, irrespective of the cause for such failure to pay by the due date. The buyer must transmit, upon request by TotalEnergies Marketing Canada Inc., the inventory of products still in its possession on the due date or in the event of liquidation or



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insolvency proceedings. The products appearing on that inventory will be deemed to be those that remain unpaid. TotalEnergies Marketing Canada Inc. 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 products must always be recovered at the buyer's expense. If the buyer is declared bankrupt, is in the process of liquidating its business, has stopped doing business, is subject to an order by a court or a preventive legal settlement mechanism, or if its business activities have been suspended or if it is facing any similar situation, TotalEnergies Marketing Canada Inc. may, at its discretion, terminate all orders, without prejudice to any of its other rights and recourse. This reservation of title clause prevails over any other provision.

Intellectual property

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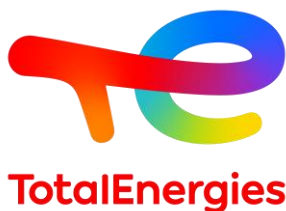
The buyer cannot use any trademark, tradename, patent, design, or any other copyright or intellectual property right of TotalEnergies Marketing Canada Inc., or its affiliated brands or companies, without the prior written consent of TotalEnergies Marketing Canada Inc. or a license by the latter so authorizing it. The confidential information transmitted by TotalEnergies Marketing Canada Inc. for the purposes of the Order cannot be used by the buyer for any purposes other than those related to the Order.

Liability

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Any loss or damage affecting the products or any property of TotalEnergies Marketing Canada Inc. or of a third party, arising before, during, or after the loading or unloading operations, caused by the buyer or any person acting on the buyer's behalf, will be borne by the buyer. The products delivered by TotalEnergies Marketing Canada Inc. are compliant with the regulations in force and TotalEnergies Marketing Canada Inc.'s specifications, the buyer being solely responsible for their receipt, storage, and use under conditions compliant with the applicable regulations. No claim, demand, or dispute concerning the compliance with TotalEnergies Marketing Canada Inc.'s specifications of the products delivered will be accepted after the products have been checked and accepted by the buyer, without reserve noted in the delivery slip. If the products delivered by TotalEnergies Marketing Canada Inc. do not comply with the regulations in force or with TotalEnergies Marketing Canada Inc.'s specifications as mentioned in the above paragraph, TotalEnergies Marketing Canada Inc. may, at its sole discretion and at no expense to the buyer, opt to

- (i) replace the noncompliant products;



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- (ii) replace the noncompliant products with equivalent products that comply with the specifications;
- (iii) or take back the noncompliant products and cancel the Order in part or in full. No product returns or Order cancellations or modifications are permitted without the express written authorization of TotalEnergies Marketing Canada Inc.

Limitation of Liability

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TotalEnergies Marketing Canada Inc.'s liability toward the buyer and third parties with regard to the Order, TotalEnergies Marketing Canada Inc. products, and the relationship between the parties cannot, under any circumstances, exceed the amount duly paid by the buyer to TotalEnergies Marketing Canada Inc. for an Order under these GTCS. This limitation of liability will apply, irrespective of the nature of the cause of action, demand, or action. TotalEnergies Marketing Canada Inc. cannot, under any circumstances, be held liable to the buyer or a third party for any lost profits or any indirect, incidental, consequential, special, or punitive damages arising directly or indirectly from the Order, the products, or the relationship between the parties. The buyer must indemnify and hold harmless TotalEnergies Marketing Canada Inc. from and against any damages, losses, costs, and claims (including legal and litigation costs) that TotalEnergies Marketing Canada Inc. may suffer or incur as a result of any noncompliant use of TotalEnergies Marketing Canada Inc.'s products by the buyer (or the buyer's customers).
EXCEPT AS EXPRESSLY PROVIDED IN THESE GTCS, TOTALENERGIES MARKETING CANADA INC. MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, IN PARTICULAR ANY REPRESENTATIONS OR WARRANTIES REGARDING THE MARKETABILITY OR FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE.

Force majeure

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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. Any delayed payment or failure to pay on the due date will in no event be construed as an event of Force Majeure. If an event that is reasonably beyond the control of TotalEnergies Marketing Canada Inc. restricts

- (i) the supply of raw materials or products from TotalEnergies Marketing Canada Inc.'s suppliers or
- (ii) the transport of raw materials or products, preventing TotalEnergies Marketing Canada Inc. from delivering



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the products in accordance with the Order, TotalEnergies Marketing Canada Inc. is entitled to suspend all or part of the Order for the time that it is so prevented.

Governing Law Jurisdiction	11	<p>The law governing the relationships between TotalEnergies Marketing Canada Inc. and the buyer is the law in force in the province of Quebec.</p> <p>ANY DISPUTE ARISING BETWEEN THE BUYER AND TOTALENERGIES MARKETING CANADA INC. WILL BE WITHIN THE EXCLUSIVE JURISDICTION OF THE COURTS OF QUEBEC, EVEN FOR GUARANTEES OR MULTIPLE DEFENDANTS.</p> <p>THESE GTCS HAVE BEEN DRAFTED IN FRENCH AND TRANSLATED IN ENGLISH. THE FRENCH VERSION SHALL PREVAIL IN CASE OF ANY INCONSISTENCY</p>
Compliance with economic sanctions and export controls	12	<p>The Client, undertakes not to, directly or indirectly, distribute, sell, supply, export, reexport or otherwise transfer the Product(s) purchased from TotalEnergies Marketing Canada Inc in violation of Sanctions Regulations. Moreover, the Client undertakes and warrants that it will not, directly or indirectly, distribute, sell, supply, export, re-export or otherwise transfer the Product(s) purchased from TotalEnergies Marketing Canada Inc in Russia and/or for use in Russia. The Client 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 TotalEnergies Marketing Canada Inc.</p>

March 2024