

Appendix II
TotalEnergies Marketing UK Limited
Standard Conditions of Sale for Petroleum Products

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CONDITION 1 BASIS OF CONTRACT

- 1.1 These Conditions apply to all sales of petroleum products (the “**Products**”) and associated services (the “**Services**”) by TotalEnergies Marketing UK Limited (Co. Reg. 553535) whose registered office is at 10 Upper Bank Street (19th floor), Canary Wharf, London E14 5BF and any company which is an associate or a subsidiary thereof (the “**Company**”) to the relevant buyer of such Products and/or Services (the “**Buyer**”).
- 1.2 These Conditions (and such variations or replacements thereof as may at any time be in force) apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Except as otherwise herein provided, all conditions and warranties, express or implied, statutory or otherwise, relating to the Products or services related to it, or to any container or package in which such Products may be supplied, are hereby excluded insofar as may be permitted by law. The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions. Any samples, drawings, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.
- 1.3 The Company shall be entitled at any time and from time to time to vary or replace the terms conditions and exceptions herein contained without notice. No servant or agent of the Company has authority to agree to any oral variation or modification of or addition to these terms conditions and exceptions in any circumstances whatsoever.
- 1.4 The Order constitutes an offer by the Buyer to purchase the Products in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence. A quotation for the Products given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.
- 1.5 For the purposes of these Conditions: (i) “**Contract**” shall mean the contract between the Company and the Buyer for the sale and purchase of the Products in accordance with these Conditions; and (ii) “**Order**” shall mean the Buyer's purchase order form, the Buyer's written acceptance of the Buyer's quotation, or overleaf, as the case may be.

CONDITION 2 PROPERTY

- 2.1 The property in the Products shall not pass to the Buyer until the later of: (i) the Buyer has paid all outstanding amounts due to the Company in relation to the said Products; or (ii) the Buyer has paid all outstanding amounts due to the Company under any other contract between the Buyer and the Company.
- 2.2 Until such payment is made pursuant to Condition 2.1, the Buyer shall hold the Products as bailee thereof and shall deliver such Products to the Company upon demand and shall not deal with the Products.
- 2.3 Notwithstanding the provisions of Condition 2.2, at any time before the property in the Products shall have passed to the Buyer, the Buyer may: (i) use the Products; or (ii) sell the Products in the normal course of its business at full market value and to pass good title to the same, provided that the proceeds of any such sale are to be held by the Buyer on trust and for the account of the Company.
- 2.4 Until such time as the property in the Products passes to the Buyer, if the Products are mixed with any products which are the property of the Buyer, the mixed product shall become and/or shall be deemed to be the sole and exclusive property of the Company limited to the value of the Products which are supplied by the Company to the Buyer. If the Products are mixed with any product the property of any person other than the Buyer, the mixed products shall become or shall be deemed to be owned in common with that other person.

CONDITION 3 REPOSSESSION

- 3.1 If the Buyer shall receive from the Company a notice to the effect that the Buyer has failed on the due date for payment to pay the full purchase price for the Products or any other amount due to the Company or if any receiver, administrator or manager of the Buyer is appointed or if any action is taken for the dissolution, administration or liquidation of the Buyer (save for the purposes of reconstruction or amalgamation) or if the Buyer shall cease to trade or appears unable to pay a debt or appears to have no reasonable prospect of being able to pay a debt (within the meaning of Section 268 of the Insolvency Act 1986) so as to entitle a creditor to bring a creditor's application under the Insolvency Act 1986 or any subsequent amendments thereof or shall sell or otherwise dispose of all or any part of the Buyer's interest in the land upon which the Company's products are situated, or if all or any part of the assets of the Buyer shall be attached or distrained upon, then the Buyer shall be deemed to have repudiated the contract for the purchase of any of the Products in respect of which the property has not passed to the Buyer, and shall forthwith yield the same up to the Company and for the purpose of repossessing the same the Company its servants and agents may enter upon the land or buildings in or upon which the Products are situated.

CONDITION 4 DELIVERY / RISK

- 4.1 Where the Products are delivered in bulk through hose, delivery shall be deemed to take place and risk to have passed to the Buyer when such Products pass from the vehicle's permanent hose pipe connection (or, in the case of delivery by road tanker, from any hose pipe of the Company attached thereto). In all other cases delivery shall be deemed to take place

and risk to have passed to the Buyer on transfer of possession of such Products to the Buyer or its agent. All orders are accepted subject to availability of the Products. Time shall not be of the essence in making delivery. No liability is accepted by the Company for any loss or damage whatsoever caused by any delay in delivery, howsoever arising. The Buyer shall take delivery at any time when its premises are open for business and outside such opening hours if agreed in writing.

CONDITION 5 DEFECTIVE PRODUCTS

- 5.1 In the event that the Products delivered are thought to be defective by the Buyer, the Buyer must notify the Company of such defect within 48 hours of the discovery of the defect. The Company will, in good faith, investigate the quality of the Products so purchased and may collect and replace those Products within 14 days of the Buyer's notification. If the Buyer has commingled the Products with any other products not provided by the Company, the Products will be deemed to not be defective.

CONDITION 6 RETURN OF PRODUCTS

- 6.1 Any return of compliant Products will be at the sole discretion of the Buyer. Any request for return of such Products shall be notified by the Buyer to the Company no later than 60 days after delivery of such Products. Any costs arising from such return shall be borne by the Buyer. Where Products not stocked by the Company have been ordered from third party suppliers specifically to fulfil the Buyer's order, such Products shall not be returnable.

CONDITION 7 QUANTITY

- 7.1 The measurement of quantity by the Company shall be accepted by the Buyer as conclusive evidence of the quantity delivered in the absence of manifest error. The Buyer may be present to witness and confirm delivery, but this intervention shall not be permitted to delay the delivery. The Company does not accept any responsibility whatsoever for discrepancies in the Buyer's tank dip rod or other measuring devices. Any dispute by the Buyer must be notified to the Company both verbally within twenty-four hours of such delivery and in writing within five days of such delivery.
- 7.2 Under no circumstances may the Buyer or any of its representatives mount any vehicle used for that delivery and the Company shall be entitled to suspend or stop delivery in any such event.

CONDITION 8 PAYMENT

- 8.1 Payment shall be made by the Buyer by banker's draft or alternatively by direct debit at the time of delivery or as otherwise agreed in writing, in full and without deductions.
- 8.2 Should any amount become overdue the Company shall have the right to demand immediate payment of all amounts owing whether they are overdue or not.
- 8.3 Interest and costs shall accrue to overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, 2013 and 2015 or any subsequent amendments thereof.
- 8.4 In the event of non-payment by the due date, further deliveries may be suspended by the Company.
- 8.5 Time of payment is of the essence.

CONDITION 9 RETURNABLE PACKAGES

- 9.1 The deposit charged on any returnable packages shall be paid at the same time as payment for Products contained therein. Packages on which no deposit is charged are free and non-returnable.
- 9.2 If returnable packages are returned to the Company carriage paid and reach the Company in a condition fit for the Company's immediate use the amount of the deposit paid shall be credited to the Buyer in full. The Company's certificate as to the condition of any package upon its receipt by the Company shall be final and conclusive.

CONDITION 10 LIABILITY

- 10.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
- (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
 - (iv) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 10.2 The Company accepts liability up to an amount of £100,000 for any direct loss or damage. The Company shall not be liable for any loss or damage above such amount nor for any special damages or indirect loss or for loss of revenue or of anticipated profits, loss of production, loss of contracts or otherwise (except death or personal injury resulting from the negligence of the Company) caused by or arising out of or in connection with the Products and their delivery and the Buyer shall fully indemnify the Company against all claims which may be made against the Company for such loss or damage and against all costs and expenses incurred by the Company in connection therewith including the costs and expenses of investigating any such claims.

CONDITION 11 MEANS OF DELIVERY AND STORAGE

- 11.1 Where delivery is taken at the Buyer's premises the Buyer shall provide safe access for the vehicles of the Company or its agents between public highway and the actual point of delivery and in the case of delivery by rail shall be responsible for discharging the Product and shall observe all the conditions of the Buyer's Petroleum Storage Licence, all environmental

and health and safety acts and regulations and recommendations thereunder. In particular the Buyer shall not allow any smoking or naked lights, nor permit any stoves electric or gas fires or radiators to function in the vicinity of such point of delivery.

11.2 Where delivery is taken at the Company's premises the Buyer shall comply with the environmental and health and safety regulations for the time being in force and with the conditions of the Company's Petroleum Storage Licence applicable thereto (copies of both of which may be obtained on request). In particular the Buyer shall not allow any smoking or naked lights in the vicinity of such of delivery.

11.3 The Buyer shall take delivery of the full quantity of the Products ordered by the Buyer and shall thereafter provide sufficient, safe and suitable bulk storage for such Products. In particular the Buyer shall comply with the requirements and conditions laid down by the Petroleum (Consolidation) Act, 1928 and the regulations made thereunder and any statutory modifications or re-enactment thereof for the same time being in force and shall comply with all relevant statutes regulations and codes of practice relating to delivery and storage of petroleum products.

11.4 Where delivery is taken at the Buyer's premises, delivery is conditional upon the satisfactory completion of a delivery site risk assessment prior to the scheduled delivery. Such risk assessment shall not waive any of the obligations on the Buyer pursuant to Condition 11.1.

11.5 The Buyer shall fully indemnify the Company against all claims which may be made against the Company for loss or damage caused by or arising out of or in connection with any breach by the Buyer of the provisions of this Condition 11 and against all costs and expenses incurred by the Company in connection therewith including the costs and expenses of investigating and defending any such claims and any costs incurred by the Company in remediating any spillages or contamination caused by the Buyer.

CONDITION 12 HEALTH, SAFETY & ENVIRONMENT

12.1 Health and safety data relating to the Products has been made available to the Buyer. The Buyer should immediately contact the Company if he is not in possession of such data. The Company also gives notice that the Products, which are or may be sold directly to the general public, are sold in containers which display any necessary hazard information as part of the container identification label. The Buyer undertakes to comply with any stated conditions for the prevention of health and safety hazards.

12.2 For bulk deliveries, the Buyer shall comply with the requirements set out in the Company's Safe Delivery System developed by the Company failing which the Company has the right to suspend deliveries until such time as the Buyer has remediated any shortcomings.

CONDITION 13 RESTRICTED PRODUCT (USE)

13.1 In the case of Kerosene, Aviation Gasoline, Aviation Turbine Fuels, Gas Oil and Fuel Oils, the Buyer undertakes that these Products will not be used or sold for use as fuel in mechanically propelled vehicles constructed or adapted for use on roads in contravention of the Hydrocarbon Oil Duties Act, 1979, or of any statutory modification or re-enactment thereof for the time being in force.

13.2 In the case of Lubricating Oils and Hydrocarbon Solvents supplied under the HMRC Tied Oils Scheme, these Products have not borne excise duty and the Buyer undertakes that these Products will not be used as heating fuel motor fuel or as additive or extender to motor fuel.

CONDITION 14 PRICE

14.1 The price to be paid by the Buyer for the Products shall in all cases be the relevant price in force at the date of delivery, as set and amended by the Company from time to time. Where the Products are delivered in returnable packages, the Buyer shall pay the appropriate deposit charged by the Company thereon.

14.2 All prices are exclusive of Value Added Tax which will be charged, if applicable, at the rate in force at the time of supply.

14.3 With the exception of Lubricants Oils, prices include Excise Duty at the rate in force at the time of supply. Any variation in the existing duty or any additional taxation is for the Buyer's account.

CONDITION 15 FORCE MAJEURE

15.1 The Company shall not be responsible for damages caused by delays, failure to perform in whole or in part any obligation hereunder, or non-compliance with any of the Conditions hereof when such delay, failure or non-compliance is due to or results from a case of Force Majeure. For the purpose of this Condition, Force Majeure means causes beyond the reasonable control of the Company or its contractors, including, without limitation, acts of God, fires, war (declared or undeclared), embargoes, accidents, the case of industrial action, strikes, labour disputes, any circumstances at any Company refinery or depot restricting the availability of petroleum products, acts in compliance with requests of any governmental authority or person purporting to act therefore, or any similar causes.

CONDITION 16 ANTI-BRIBERY

16.1 The Buyer and the Company:

- (i) shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements"); and
- (ii) each warrants that it has not made or offered, and will not make or offer, with respect to matters that are the subject of these Conditions, any payment, gift, promise or other advantage, whether directly or through intermediaries, where such payment, gift, promise or advantage would violate the Relevant Requirements. Each party shall indemnify and hold the other parties harmless from and against

any and all claims, damages, losses, penalties, costs or expenses arising from or related to any breach by such first party of such warranty.

16.2 The Buyer shall:

- (i) comply with the Company's Ethics, Anti-bribery and Anti-corruption Policies as the Company may update them from time to time (the "Relevant Policies");
- (ii) have and shall maintain its own policies and procedures, including but not limited to "adequate procedures" under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate; and
- (iii) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Buyer in connection with the purchase of Products.

CONDITION 17 RECORDING OF COMMUNICATIONS AND DATA PROTECTION

17.1 The Buyer and the Company acknowledge and consent that the other party may from time to time and without further notice and to the extent permitted by law:

- (i) record and retain electronic transmissions (including telephone conversations, e-mail and instant messaging between the parties' respective representatives in connection with the sale of Products or other commercial matters between the parties) on central and local databases for their respective legitimate purposes; and
- (ii) monitor electronic transmissions through their internal and external networks for purposes of security and compliance with applicable laws, regulations and internal policies for their other legitimate business purposes.

17.2 By agreeing to these Conditions, the Buyer consents that the Company may process the personal data that the Company collects from the Buyer or its employees in accordance with the Company's Privacy Policy (available at <https://services.totalenergies.uk>). In particular, the Company may use information held about the Buyer to send the Buyer details of products or services which may be of interest to the Buyer.

17.3 The Company may transfer this personal data to other affiliates of TotalEnergies S.E., their employees, agents and sub-contractors where necessary to undertake the activities mentioned above. As TotalEnergies S.E. (to which the Company belongs) operates internationally, this information may be transferred to countries outside the UK. Where the countries to whom the Company sends your data do not have data protection laws similar to the UK's, the Company will take adequate steps to protect the Buyer's privacy rights.

17.4 Any queries regarding personal data held by the Company relating to the Buyer or its employees, and any requests for copies or rectification of such data should be sent by post to: Legal Dept, TotalEnergies Marketing UK Limited at its registered office address.

CONDITION 18 NO THIRD-PARTY RIGHTS

18.1 Any "subsidiary" or "associate" of TotalEnergies S.E. within the meaning of the Companies Act 2006 shall have the right under the Contract (Rights of Third Parties) Act 1999 to enforce all the same rights as those conferred on the Company by these Conditions and any related agreements but its consent to vary or rescind the same is not required.

18.2 Subject to Condition 18.1 above, no one other than the Buyer, the Company, their successors and permitted assignees, shall have any right to enforce any of these Conditions or any related agreement.

CONDITION 19 ELECTRONIC DOCUMENTS

19.1 The Company may issue, sign or transmit electronically any delivery order, certificate, receipt or other document in connection with the sale of Products (each, an "Electronic Document"). It is hereby expressly agreed that any applicable requirement of law, contract or practice that any transaction, document or communication shall be made or evidenced in writing, signed or sealed shall be satisfied by an Electronic Document and the parties hereto agree not to contend in any dispute arising out of or in connection with any Electronic Document or any Electronic Document which is converted to paper that it is not in writing or that it is not equivalent to an original paper document signed by hand, or, as the case may be, sealed.

CONDITION 20 TRADE CONTROLS AND BOYCOTTS

20.1 Nothing in these Conditions or any related agreement is intended to be interpreted or construed to induce or require the Buyer or the Company to act or refrain from acting in any manner which is inconsistent with, penalised or prohibited under any laws, regulations or decrees of the United Kingdom or other official government rules or requirements applicable to such party which relate to foreign trade controls, export controls, embargoes or international boycotts of any type.

CONDITION 21 ASSIGNMENT, NO WAIVER & SEVERANCE

21.1 The Buyer shall not assign the contract or its rights and obligations hereunder.

21.2 No waiver by either party of any provision of the contract shall be binding unless made expressly and expressly confirmed in writing.

21.3 In the event that any of the provisions of the Contract shall be found to be illegal, inconsistent with applicable law, unenforceable or otherwise invalid, then, notwithstanding any such invalidity, the Contract shall remain in full force and effect. Such provision shall then be deemed to be deleted and substituted by a valid provision which in its economic and other effects comes so close to the invalid provision that it can be reasonably certain that the parties would have contracted with this new provision as well.

CONDITION 22 GOVERNING LAW & JURISDICTION

22.1 These Conditions and any related agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction to deal with disputes arising under it.

CONDITION 23 SUPPLY OF SERVICES

- 23.1 The Company shall supply the Services to the Buyer in accordance with the specifications set out in the Order in all material respects.
- 23.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 23.3 The Company reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Buyer in any such event.
- 23.4 The Company warrants to the Buyer that the Services will be provided using reasonable care and skill.

CONDITION 24 INTELLECTUAL PROPERTY

- 24.1 All intellectual property rights in or arising out of or in connection with the Products and/or Services (other than intellectual property rights in any materials provided by the Buyer) shall be owned by the Company.
- 24.2 The Buyer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Buyer to the Company for the term of the Contract for the purpose of providing the Products and/or Services to the Buyer.

CONDITION 25 CONFIDENTIALITY

- 25.1 Any document or information provided by the Company to the Buyer in connection with the performance of the Contract shall be treated as strictly confidential by the Buyer.
- 25.2 Any document and information the Buyer acquires in connection with the performance of the Contract (including but not limited to any documents or information concerning the Company's organisation, business activities, or financial results) shall be treated as strictly confidential by the Buyer.
- 25.3 The Buyer shall only be entitled to use the documents information and/or elements referred to above for the performance of the Contract and shall not disclose the same to any third party or to any staff or agent of the Buyer other than to those who are involved in the performance of the Contract. This paragraph shall not apply to the extent disclosure is mandatory by virtue of any statutory, accounting or regulatory obligations.
- 25.4 The Buyer undertakes to comply with these obligations of non-use and of confidentiality and shall procure that its employees, agents and sub-contractors do the same, throughout the duration of the Contract and for a further period of five (5) years after the termination of the Contract.
- 25.5 The Buyer shall however not be liable for the disclosure of information to the extent that such information is in the public domain or has been legitimately obtained from other sources.
- 25.6 The Buyer shall at the expiry or earlier termination of the Contract and upon the Company's request, return to the Company every document and data and every copy of the same, which may have been kept in connection with the performance of the Contract.

CONDITION 26 SANCTIONS

- 26.1 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 Sanctions Authority with jurisdiction over the Parties and the Product(s) (or Services).
- 26.2 The Parties must perform the Agreement in compliance with Sanctions Regulations that apply to the Parties and the Product(s) (or Services). If either Party is unable to perform the Agreement due to a conflict of law, the provisions specified under Section VI shall apply.
- 26.3 The Buyer, undertakes not to, directly or indirectly, distribute, resell, export, reexport or otherwise transfer the Product(s) purchased from the Company, in violation of Sanctions Regulations.
- 26.4 The Buyer shall implement procedures to comply with Sanctions Regulations and apply such procedures to transactions involving the Product(s) purchased from the Company.
- 26.5 Throughout the performance of the Agreement, the Buyer undertakes to inform the Company forthwith by written notice of any information likely to impact the declaration or commitments covered by previous paragraphs. In this case, the Company will be able to (i) **suspend** the performance of the Agreement or (ii) **terminate** the Agreement, without possibility for the Buyer to claim any compensation rights provided for by the present Agreement.
- 26.6 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.

Signature: Date:

Name:
for and on behalf of **TotalEnergies Marketing UK Limited**

Signature: Date:

Name:

Position:

for and on behalf of the Buyer

Name of Buyer: