

General Conditions of Sale
of Total Petrochemicals & Refining SA/NV
and Total Petrochemicals France SA for Polymers.

Article 1 – Definitions

Affiliate	any legal entity that, at the time in question, controls or is controlled by or is under common control with, either directly or indirectly, a Party, or is directly or indirectly controlled by a (legal) entity which directly or indirectly controls a Party. "Control" shall mean the direct or indirect ownership of fifty percent (50%) or more of the shares, of the voting interest or economic interest or of the equity interest in a (legal) entity or such other relationship whereby a Party directly or indirectly determines or has the right to appoint fifty percent (50%) or more of the directors or equivalent governing body or similar representatives of such company or entity or whereby a Party has that right by contract or otherwise.
Apparent defect	(or Visible defect) non-conformities of the Product or of the delivery that can be discovered easily by doing a normal incoming inspection as may be expected from a diligent person before or at the moment of the Delivery, such as identity of the Product on the transport documents or documents accompanying the Delivery, nature of the Product, short quantities, recognizable outside damage of the Products or the packaging.
Bulk (Product)	Product, without mark or count, sold by weight, and not packaged in bags, boxes or small packages, but transported in large volume in liner bags for containers or in bulk tank trailers.
Business days	a day other than a Saturday or Sunday or Public Holiday in Belgium and/or France and /or the country of Buyer.
Buyer	the party placing an Order with Seller for the supply of Product.
Contract	in increasing order of priority, the GCS, together with the Specific Conditions agreed In Writing if any, the Order and any amendment thereof.
Delivery	delivery to Buyer within the meaning of Incoterms® ICC 2010.
Force Majeure	any unforeseeable event or circumstance which may not reasonably be prevented or avoided and which arise from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented and which delays or prevents either Party from performing all or any of its obligations under the Contract.
GCS	the present general conditions of sale of Seller, including their appendices.
Gross negligence	(in Dutch: “zware fout of zware nalatigheid”, in French: “faute lourde”) means a non-intentional fault or omission of that care that do not implies bad faith, but that is so severe, large and excessive, that it is inexcusable in respect of those that commit it (even inattentive and thoughtless men never would commit or fail to take).

Hidden defect	a defect, deficiency, damage or non-conformity with the product specifications and, if any, any other mutually explicitly agreed specific characteristics or requirements, that exists at the moment of delivery and that is not recognizable or could not have been discovered by a reasonably careful inspection upon delivery, but that can only be discovered through severe and thorough inspection of the Product or by using the Product (this means by manufacturing an article with the said Product) or that can only be discovered after a normal quality control (as can be expected by a normal, diligent and prudent person) of the goods that have been manufactured with the Product.
In Writing	a letter, email or comparable means of communication.
Order	the paper or electronic form (as part of electronic transactions) by which Buyer orders Product from Seller pursuant to the Contract.
(Order) Acknowledgment	acknowledgment In Writing by Seller of the receipt of the Order. Acknowledged shall be interpreted accordingly.
Personal Data	any information related to an identified or identifiable natural person, in particular business contact details of any of party's personnel and contractors, which is communicated to the other party.
Product	the product deliverable under the Contract.
Seller	Total Petrochemicals Refining SA/NV and/or Total Petrochemicals France SA.
Specific Conditions	separate business terms and conditions including as the case may be agreed deviations on the GCS, and further including any appendices, that are also intended to be applicable with the Order.
Wilful Misconduct	(in Dutch: "opzettelijke fout", in French: "faute intentionnelle") means intentionally – in other words wittingly – doing that which should not be done (fault or violation) or intentionally failing to do that which should be done, and with the aim of causing damage.

Article 2 – Application

2.1. Any supply of Product by Seller to Buyer is governed by the GCS which form an integral part of the Contract. It is hereby expressly agreed that any reference to the application of general conditions in the Order or receipt message, other than the GCS, will be void. The placement of an Order, the delivery or the removal of Product implies acceptance of the GCS by Buyer.

2.2. Any acceptance by Seller of general conditions of purchase or any other document of Buyer (including any specific conditions) shall be made In Writing and shall not affect the precedence of the GCS but shall only supplement the GCS on subjects not addressed in the GCS. When offer and acceptance refer to different (general) terms and conditions (and in the absence of any agreement regarding such conditions) or parties declare or agree that both (general) terms and conditions of Parties apply, both (general) terms and conditions will be part of the Contract, with the exception of the incompatible terms.

Article 3 – Orders

3.1. Buyer shall issue Purchase Orders to Seller electronically or via any other platform agreed upon between the Parties (e.g., customer portal, electronic data interchange (EDI), etc.) for each delivery of Product.

Each Order will at least specify:

- (a) Buyer entity (legal entity and, if applicable, the site where the Product need to be delivered)
- (b) a purchase order number
- (c) name and/or reference number of the Specific Conditions, if any;
- (d) the Products to be delivered and its packaging;
- (e) the quantity of Products to be delivered;

- (f) the agreed applicable Incoterms® ICC 2010
- (g) the timeframe within which Buyer proposes that Seller will deliver the Products;

3.2. Each Order and shipment will constitute a separate and independent transaction and Seller may recover payment for each such shipment without reference to any other.

3.3. When Seller receives an Order, Seller will Acknowledge receipt within a reasonable timeframe. An Acknowledge receipt is not a confirmation of the acceptance of the Purchase Order. If Seller does not accept a Purchase Order, it will inform Buyer thereof within reasonable time after receiving the Purchase Order.

Article 4 – Prices – Invoicing - Payment

4.1. Prices are expressed in the currency agreed between the Parties and exclude VAT, taxes, duties and other fees. Any such taxes shall be paid by Buyer. Any increase of or implementation of new taxes, duties or other fees after the Acknowledgment of the Order shall be borne by Buyer, even in case of a sale all duties paid.

4.2. Prices are for full truckload deliveries to Buyer, unless otherwise specified between Parties. Tariffs for performing special logistic services upon Buyer's request will be invoiced at the rates agreed upon in the Specific Conditions.

4.3 Seller reserves the right to modify the price at any time, following a one-month notice to Buyer. The new price shall be applicable as from the date indicated by Seller.

4.4. Any refusal by Buyer to apply the new price shall entitle Seller or Buyer to cancel performance of the concerned Order(s), without any liability or indemnity to the other party. In this case, Buyer shall cancel the said Order(s) within (five) 5 working days from notification by Seller of the new price.

4.5. Products will be invoiced at the price of the month the Products are leaving Seller's plant or warehouse.

4.6. Purchaser accepts to receive invoices electronically (e.g., by e-mail at the e-mail address set forth in Annex 1) or in hard copy, at Supplier's option. Upon agreement between Seller and Buyer, invoices may be sent via electronic data interchange (EDI) instead.

4.7. Any claim regarding invoicing shall be notified by Buyer within fifteen (15) calendar days of the date of the concerned invoice.

Article 5 – Payment

5.1. Invoices will be paid no later than 30 (30) calendar days from the date of the invoice, unless otherwise agreed In Writing. Payment of Seller's invoice shall be made in full to the account designated in the invoice by SEPA direct debit or by wire transfer of immediately available funds and without any deduction, counterclaim, withholding or set-off. If the due date for payment falls not on a Business day, the payment due date will be the first Business day thereafter.

5.2. Pursuant to a factoring agreement between Seller the one hand and Total Finance Global Services SA ("TFGS", being a limited company and an Affiliate of Seller, which has its registered office in Belgium) at the other hand, all invoices that are issued by Seller to Buyer will be assigned to TFGS. Seller transfers its payment obligations in respect of the sale of Product under the Contract (i.e., the payment of credit notes, if any) to TFGS. Seller or TFGS will have the right to set-off any of its receivables pursuant to the Contract against any amount due to Buyer by Seller or TFGS pursuant to the Contract. Any payment made by Buyer to the payee specified in Seller's invoice, Contract or separate message in respect of the Product delivered under the Contract shall be in full discharge of Buyer's payment obligations to Seller under the Contract for the relevant delivery of Product.

5.3. In the event of reasonable doubt arising as to Buyer's solvency (including in case of failure in payment by Buyer) or in the event that new circumstances specific to Buyer would arise affecting its legal, financial or economic situation, Seller shall be entitled, prior to continuing sales and deliveries under the Contract, at any time before the due date, to adapt Buyer's credit line and thus the payment terms, to demand payment to be effected by

means of provision of a letter of credit or by payment in advance or to require Buyer to provide Seller with a reasonable financial security within then (10) Business days from Seller's request.

5.4. In case of failure in payment or late payment of due and outstanding invoice(s) by Buyer and if Buyer has not remedied it within 15 calendar days following notice (even by e-mail) thereof, Seller will have the right, without prejudice to any other legal remedies it may have and without any liability whatsoever for any costs, losses or damages incurred by Buyer, to:

(i) suspend any further deliveries until full payment (including all invoices, interests for late payments or any other payments due by Buyer) under the Contract is made; or

(ii) terminate the Contract in respect of all remaining deliveries.

Such default of payment, partial or otherwise, of an invoice or of any negotiable instrument falling due will cause all credit periods to lapse, and will result in all amounts owed by Buyer becoming immediately due and payable.

5.5 Without prejudice to Seller's or its assignee's other rights, in case of late payment, Seller or its assignee shall have the right without prior notice to increase the amount recoverable by interest at a rate of eight (8) full percentage points per annum above the official interest rate for six months applied by the European Central Bank in EURO (or any equivalent fixing in another currency) to its main refinancing operations official rate as applicable on the day is due (directive 2011/7/EU of February 16th, 2011). The interest shall be due from the date payment for the Product became due to the date of actual and full payment. Such interest can in no circumstances be construed as an agreement by Seller to provide extended credit, and is in addition to any other rights of Seller arising out of such delay.

5.6. If Seller is required to institute proceedings to collect any sum due and owing by Buyer, Buyer shall reimburse Seller for all amounts owing hereunder, and collection costs, costs of court, and reasonable attorneys' fees incurred by Seller. Buyer shall pay Seller a lump sum indemnity of 40 Euros for collection of the sums.

5.7. Under no circumstances shall Buyer be authorized to suspend, reduce or set-off any amounts due to Seller without Seller's prior written consent.

5.8. Seller may without Buyer's consent assign all or a portion of its rights to receive and obtain payment under the Contract, provided such assignment does not contravene any applicable law, regulation or decree binding upon Buyer and which would prevent the Buyer from dealing with the assignee or expose the Buyer or any of its Affiliates to a prohibition, penalty or punitive measure (for ex. relating to anti-money laundering or anti-bribery). Any payment made by Buyer to the payee specified by Seller in respect of the Product deliverable under the Contract shall be in full discharge of Buyer's payment obligations to Seller under the Contract. Any such assignment will not detract from Seller's obligations under the Contract, except the obligation of confidentiality related to such assignment. Seller or its assignee shall have the right to set-off any of its receivables with any amount due by Seller or its assignee against Buyer.

Article 6 – Delivery

6.1. Deliveries can be executed in Bulk, bags of 25 kg, big bags or octabins. Except as otherwise provided, Products shall be delivered FCA, DAP/DDP, CIF/CFR or CPT (Incoterms® ICC 2010). The Incoterms® ICC 2010 and any subsequent amendments apply to the extent that they are not inconsistent with the Specific Conditions, in which case the Specific Conditions prevail over the Incoterms® ICC 2010 and any subsequent amendments. For FCA deliveries, the conditions described in appendix 1 shall apply.

6.2. Any delivery deadlines indicated in the Order and Order Acknowledgment shall be indicative only and will not bind Seller. Consequently, Buyer shall not be entitled to damages or cancellation of the Order in case of reasonable delay in the delivery of Product.

6.3. In case of successive deliveries, failure to take delivery of one lot shall allow Seller to suspend and/or terminate the Order in respect of remaining deliveries.

Article 7 – Quantity and Quality – Claims

7.1. Product volumes are deemed to be delivered on an evenly spread basis over the year with normal seasonal variations, unless otherwise agreed in the Specific Conditions.

7.2. Where Product is delivered in Bulk, Seller reserves the right to deliver up to 10% more or less than the quantity indicated in the Order Acknowledgment, unless otherwise stipulated. The quantity so delivered shall be deemed to be the contractual quantity agreed between the parties for the relevant delivery.

7.3. The determination of the quantity shall be made at the loading terminal in accordance with good standard practice at the time of loading.

Seller will take a quality control lot sample of Product during the manufacturing process in accordance with standard practices.

The certificates of quality (or such other equivalent documents as may be issued by the loading terminal) and quantity as per transport document shall, save fraud or manifest error, be conclusive and binding upon Parties and be used for invoicing purposes but without prejudice to the rights of Buyer to make a claim in accordance with article 7.3.

7.4. Upon Delivery of Product, Buyer shall inspect Product and conduct all appropriate checks to ensure quantitative and qualitative compliance of Product and will take samples of the delivered Product. Buyer shall notify any Apparent defect or missing quantities and immediately mark the transport/delivery documents accordingly, and shall confirm by recorded mail to Seller any defects discovered during this incoming inspection within five (5) Business days of Delivery.

For any claim relating to the quantity or quality of Product for any reason, Buyer must provide notice In Writing, with all details and supporting documentation of the specific facts of any such defects, to Seller within thirty (30) calendar days after Delivery of Product, or such claim shall be deemed to be barred and any liability on the part of Seller will be extinguished.

7.5. Buyer will notify any Hidden defect (as defined above) In Writing to Seller within seven calendar days from the earlier of

- (i) the date of discovery of the Hidden defect, and
- (ii) the date such Hidden defect would have been discovered by any reasonable (i.e. a diligent, normal and prudent) person,

but in any case no later than 90 calendar days from the date of Delivery in accordance with the applicable Incoterms® ICC 2010. Any and all claims for Hidden Defects, whether in contract or in tort (including negligence), not notified within the above timeframes and with evidence fully supporting the claim, will be deemed waived.

7.6. If a claim under articles 7.4 or 7.5 has been made, Buyer will make the Product (or identified samples, taken upon Delivery which is understood to be at the moment of placing them at disposal of Buyer, i.e., before unloading or at least before accepting the Product in the storehouse or warehouse of Buyer) available for inspection and testing by or on behalf of Seller by a mutually agreed independent laboratory of international repute. If Buyer fails to do this, he will not be entitled to reject the Product and Seller will have no liability in respect of any shortage, defect or failure of the Product. Buyer will not be entitled to withhold payment of the price pending inspection and/or testing of the Product by or on behalf of Seller.

Article 8 – Safety Data Sheets – REACH

8.1. In application of article 31 of REACH and whenever it is required so, Product Safety Data Sheets (SDS) will be made available to Buyer when the concerned Product or substance is purchased by him for the first time and are available on <https://www.polymers.total.com/certificates-documents/msds> or on Buyer's request. In case no SDS is required under article 31 of REACH, Seller undertakes to disclose the information specified in article 32 of REACH. Buyer undertakes to become acquainted with the abovementioned information and to comply with and implement the provisions, measures and precautions mentioned in the SDS and/or other (additional) information. Buyer will disseminate to Buyer's employees, contractors, moulders, compounders, and other agents (collectively with Buyer, the "Buyer Parties") and customers the SDS and relevant health and safety information,

whether Product is in its original form or subsequently Processed. Buyer will instruct Buyer Parties and customers in the proper and safe use, handling, Processing, storage, and disposal of Product, whether in Product original form or in a Processed form. As used herein, “Process”, “Processed,” and “Processing” shall mean the processing, application, alteration, compounding, blending, moulding, mixing, or other uses of Product or the manufacture, assembly, or fabrication of articles or equipment, in whole or in part, directly or indirectly, from Product, alone or in combination with other materials. For any use advised by Buyer which is declared unsafe or advised against by Seller, or which is not mentioned in the SDS, Buyer undertakes to either draft a report on the chemical safety and carry the costs for implementation of REACH, or discontinue such use.

8.2. Seller states and warrants that the requirements and obligations of the European Regulation No. 1907/2006 and any further amendments (including Regulation CLP (EC) 1272/2008 on classification, labelling and packaging of substances and mixtures), hereinafter referred to as “REACH”, to allow the placing on the market of the Product(s) sold and/or delivered under the Contract and/or the substances contained therein – for the downstream end-uses as informed of by the registrant at the registration of the substances in the Product within the timeframe required under REACH– shall be fulfilled throughout the term of the Contract within the timeframe required under REACH. Seller shall endeavour to inform Buyer sufficiently in advance – as soon as Seller becomes aware of – if a substance within Seller’s Products should not be compliant with REACH or CLP, and in case Seller cannot offer an alternative, in order to enable Buyer to look for alternative sources of supply and in which case paragraph 6 applies for the relevant Product.

8.3. The identified uses of substances supplied by Buyer to Seller are only supplied to Seller in order to allow the latter to comply with REACH. Consequently, the fact that Seller is made aware of the uses by Buyer in the framework of the exposure scenarios shall not constitute, neither shall it be construed as being an agreement between parties regarding the contractual quality of the Product nor shall it represent or be construed as giving any guarantees or warranties (express or implied) with respect to the merchantability, suitability, technical performances or (technical) fitness of the Product for any particular purpose or otherwise.

8.4. To the extent that substances in the Products are included in Annex XIV REACH – List of substances subject to authorization (the “Listed Substances”), with the indication of the date from which the placing on the market and the use of the Listed Substances shall be prohibited unless an authorization is granted (i.e. the “Sunset Date”) and the downstream use(s) of the Listed Substances are not exempted from authorisation under REACH, no obligation shall exist for Seller or its supplier to apply for an authorization. Subject to the foregoing, Seller shall use or, at his option, shall have his supplier use, reasonable efforts to develop for Buyer suitable alternative solution(s) to the Listed Substances in question.

8.5. In case the Product(s) and/or the substances contained therein would not comply with REACH and CLP, Buyer shall, notwithstanding anything to the contrary and without prejudice to its right to claim damages (subject to the limitations under article 12), have the right to suspend or terminate immediately the Contract and/or current Orders with respect to the non-compliant Product(s), without paying any indemnity nor compensation to Seller.

Notwithstanding anything to the contrary, both parties shall have the right to terminate immediately the Contract and/or current Orders with respect to the non-compliant Product(s), without paying any indemnity or compensation ‘cf. article 8.6) to the other party, in case:

- (i) ECHA rejects the registration of the Product(s) and/or the substances contained therein without any fault of Seller, or
- (ii) ECHA imposes restrictions on the Product(s) and/or the substances contained therein leading to:
 - o a decision of the Seller to stop manufacturing and/or importing the Product(s), or
 - o the situation that said Product(s) become irrelevant and/or cannot be applied anymore for the uses of Buyer, or
- (iii) paragraph 8.4 applies and the Products and/or the Listed Substances contained therein will not be authorized for the uses of Buyer and no alternative solution can be offered by Seller using reasonable efforts.

8.6. Seller undertakes to defend, to indemnify and to hold Buyer harmless against

- (i) any and all damage arising out of or resulting from any claim – this however limited to the contract price of the supplied Product with respect to the relevant Order or Contract – and
- (ii) any and all administrative, civil and penal fines imposed by the competent authorities to Buyer,

and resulting from the non-compliance with REACH by Seller's own fault (including the failure to provide the required SDS).

However Seller shall not be liable for any claims or any loss or damage if the Product is used for another use than those identified in Seller's SDS (including identified uses declared by Buyer and not objected to by Seller in the framework of the exposure scenarios), and/or if the use advised by Buyer is declared unsafe or advised against by Seller, and/or if the precautions contained in the applicable SDS are not observed.

Seller shall not be responsible or liable for any non-fulfilment or delay in the performance of its commitments and obligations if this is due to the observance of legal or regulatory obligations under REACH.

For the avoidance of any doubt, it is specified that the liability of Seller as defined in this article shall neither be affected nor reduced by any other provision of the GCS, the Specific Conditions and/or the Contract that may limit or reduce the liability of the Seller as defined hereunder. In case of contradiction and/or discrepancy between this article and any other article of the GCS, the Specific Conditions and/or the Contract, the former shall prevail for REACH.

Article 9 – Transfer of risks and title

9.1. The risks of loss and/or damage to Product shall pass to Buyer in accordance with the Incoterms® ICC 2010 and any subsequent amendments agreed by the parties.

9.2. Seller will retain ownership of the delivered Product until the full price in principal and accessories (e.g., interest for late payments) are paid. Until such time as the price is fully paid, the Buyer may use or process the Products. Until the Product is used or processed, Buyer will identify and store the Product as the property of Seller in such a way that it can be differentiated from similar or same goods from other suppliers and that it is identifiable as Seller's Product. During such time the Product may not be exchanged or mortgaged or given as pledge. Until the price is paid, in the case of re-sale of the Product, transformed or incorporated in other goods, to a third party and as long as Buyer has not fully paid its debts to Seller or its assignee, Seller will be entitled to the proceeds of any re-sale up to the level of the unpaid invoiced value of Product in the finished product concerned and Buyer undertakes to inform such third party buyer of Seller's retention of title. The above provisions are without prejudice to the transfer to Buyer of the risks of loss or damage to the Product which shall be in accordance with the applicable Incoterm® CCI 2010, as provided for in the Contract.

Article 10 – Reference to Seller's brands and trade names

10.1. Buyer shall not be entitled to use nor refer to the business names, trademarks or logos of Seller's group without the prior written consent of Seller.

10.2. Seller reserves the right to oppose, end or seek indemnification for any use which it deems disloyal, or would constitute free-riding behaviour or which would be detrimental to its image or the rights it has granted.

10.3. Buyer undertakes to immediately inform Seller of any infringement of Seller's intellectual property rights.

Article 11 – Termination

Without prejudice to articles 5.3 and 5.4 and to the extent authorized under the applicable law (article 19), if at any time for the duration of the Contract any party:

- a. is in breach of the Contract and/or the Order and does not remedy the breach within fifteen (15) calendar days from the receipt of written notice from the party requiring remedy; or
- b. passes a resolution for winding-up, dissolution, administration or reorganisation (other than for the purpose of an amalgamation or reconstruction) or if a court makes an order to that effect; or
- c. declares a moratorium in respect of any of its indebtedness; or
- d. has appointed to it or any of its assets a liquidator, receiver, administrator, administrative receiver or other similar officer; or
- e. is in breach or causes the other party to be in breach of applicable competition laws, anti-corruption laws or Total's anti-corruption policy,

then, the other party may without prejudice to any other rights and remedies it may have under the Contract or at law and to the extent it is authorized under the applicable law either i) suspend its performance under the Contract immediately or ii) terminate the Contract and/or the Order immediately upon written notice.

Article 12 – Warranties and Liabilities

12.1. Seller warrants it has good and marketable title, free and clear of any claims, liens or other encumbrances, to Product sold to Buyer and that, at the time of Delivery Product delivered conforms to Seller's product specifications and, if any, any other mutually explicitly agreed specific characteristics or requirements, and – to the extent some specified grades of the Products are supplied for 'food contact' or pharmacopeia use – shall conform to Seller's statements in its declarations regarding such compliance for food contact or pharmacopeia use according to the applicable European legislation. Seller makes no other warranties of any kind, express or implied, by law, custom or usage, including any warranty of merchantability or fitness of the Product for any particular purpose, even if that purpose is known to Seller. Seller makes no representations or warranties, express or implied, concerning the suitability of the Product for Processing or for Buyer's intended use, Processing, application, sale, or marketing. Buyer is solely responsible for the selection of Product and the determination of the suitability of Product for Processing, use, sale, marketing, or other application(s). Any technical support, application information, advice, or assistance that Seller may furnish to Buyer is gratuitous and shall in no way be deemed part of the sale. Seller makes no representations or warranties, express or implied, of any technical support, any proprietary information provided, or the results that might be obtained from technical support.

12.2. If the delivered quantity of Product does not conform to the quantity mentioned in the Contract (without prejudice to article 7.2), Buyer will have the right to require an additional delivery to complete the required quantity as ordered and further under the terms regarding the delivery time to be agreed upon between the Parties at that moment.

In case of claim made by Buyer in accordance with the provisions of article 7.4 and/or 7.5 and non-conformity is asserted after contradictory examination, Seller's sole and entire liability and Buyer's sole and exclusive remedy for any such claim shall be, at Seller's option, i) rejection of the non-conforming Product and the replacement of non-conforming Product and Seller will collect free of charge the non-conforming Product or ii) the refund of the purchase price of Product if payment has already been effected, or iii) if the non-conforming Product does not meet the contractual warranties but is nevertheless usable by Buyer, the negotiation in good faith of a mutually acceptable arrangement in respect thereof (for ex. a reduction of price for such non-conforming Product) and the conclusion of such arrangement will in such case be deemed as an acceptance of non-conforming Product by Buyer; to the exclusion of any other liability or indemnity of any kind. No return of Product shall be accepted without the prior formal acceptance of Seller formalized in a return voucher.

12.3. In any case the maximum aggregate liability of Seller for all losses (including breach of warranty), injuries, or damages arising out of or in connection with the Contract shall be limited to Buyer's actual direct damages not to exceed the value (i.e. the price applicable on the Delivery date indicated in the Order Acknowledgment) of Product related to the claim or cause of action.

12.4. To the extent permitted under the applicable law, under no circumstances shall Seller be liable for any loss of profit, loss of income, loss of production, business interruption, loss of business opportunity, loss of contract, loss of reputation, cost of replacement supplies, for indirect, special, incidental or consequential damages, whether foreseeable or not, nor – to the extent and/or within the limits permitted under the applicable law – for attorney's fees, litigation costs and expenses.

12.5. The entry on the relevant site of Buyer and the unloading operations on such site are done under the responsibility and control of Buyer, including giving instructions to and surveying the driver of the transport company on all rules and regulations in force on such site. Without prejudice to the foregoing, after Delivery of Product to Buyer, Buyer assumes responsibility for injury, loss, damage, and compliance with applicable regulations regarding the handling, storage, sale, processing, use, or misuse of Product, and Seller shall have no liability thereof.

12.6. Buyer shall indemnify and hold Seller harmless from and against any claim, liabilities, costs, expenses (including court costs, reasonable legal expenses and attorneys' fees), or damages caused by Buyer's handling, storage, use, processing, application, resale of Product or the end use or application of Product by Buyer.

Article 13 – Force Majeure

13.1. Neither party (the "Affected Party") shall be held liable for any failure to perform or delay in performance of the Contract caused directly or indirectly by an event of Force Majeure..

13.2. Each of the following occurrences shall constitute an event of Force Majeure even if not all of the criteria (cf. Article 1, definition of Force Majeure) are not fulfilled:

- (a) acts of war, hostilities, invasion, sabotage, acts of piracy, terrorism, riots, revolution, rebellion or civil commotion;
- (b) perils of the sea, floods, droughts, earthquakes, lightning or other natural disasters or Acts of God, explosion, fires;
- (c) expropriation, nationalisation, requisition or other interference and restrictions of all kinds arising in either producer or consumer countries or market disturbance by any governmental authority (such as import or export prohibition, embargo, change of legislation that renders the performance impossible or considerably more onerous), compliance with any statute, order, bylaw or other rule or regulation having the force of law or any under this Agreement to Parties applicable law;
- (d) interruption or blockade of transportation or communication means, accident of navigation, blockades, strikes, lock-outs, occupation of factories and premises, boycotts; and
- (e) breakdown of or accident or injury in or about the plant of a Party, breakdown of, unavailability of or accident of machinery, facilities, trucks or vessels or any other means of transport and failure or interference with the manufacturing, receiving, handling or delivery of feedstock of Product, destruction of installations or equipment as well as the inability to obtain or the curtailment of electric power, water, or fuel and shortage of products or raw material.

The mere shortage of labour, materials, equipment or supplies shall not constitute Force Majeure unless caused by events or circumstances which are themselves Force Majeure. Force Majeure affecting Seller's plant or the plant of Seller's supplier manufacturing the Product shall be deemed a Force Majeure affecting Seller.

13.3. To be so excused the Affected Party shall provide the other party with written notice (including by e-mail) of the nature and so far as possible of the extent and anticipated duration of the Force Majeure event as soon as practicable. In case of Force Majeure, both Parties will use all reasonable efforts to minimize the effects of the Force Majeure upon the performance of the Contract. If a Force Majeure event occurs, then, for so long as the effects of that event continue, Seller will have the right to withhold, suspend, restrict or cancel its deliveries. However to the extent that part of Product remains available from Seller's producing plant affected by the force majeure, Seller will endeavour to apportion available Product among itself and its purchasers, including its Affiliates, on a reasonable and equitable basis, without incurring any liability for failure to perform under the Contract. The Affected Party may omit purchases or deliveries during the Force Majeure period and the contract volume shall be reduced by the quantities so omitted. In no event shall Seller be required to purchase products, raw materials, feedstocks, energy or materials from others or a different source in order to deliver Product to Buyer.

13.4. If such Force Majeure or its consequences continue beyond a period of two (2) consecutive calendar months, either Party will be entitled to terminate with immediate effect the Contract by giving written notice by registered letter to the other Party without any liability (it being understood that such termination will be without prejudice to any other accrued rights).

13.5. Each Party will bear its own expenses and consequences resulting from the occurrence of the Force Majeure. The affected Party will be exempted from any obligations to indemnify the other Party.

Article 14 – Hardship

Each party must fulfil its commitments, even if its implementation have become more onerous either because the cost of implementation is increased, either because the value of the consideration is reduced.

When the performance of the Contract becomes excessively burdensome or onerous due to (at the moment of the conclusion of the Contract or the conclusion of the Commercial terms) unforeseen change of circumstances that disrupts the economy of the contract so that the implementation by the debtor can no longer reasonably be required, he can ask the creditor to renegotiate the contract for the purpose of adaptation or termination.

The parties continue their commitments in the course of the renegotiations.

In case of rejection or of failure of the renegotiations within a reasonable time, the Court may, at the request of one of the parties, hear the parties and modify the Contract in order to bring it into line with what the parties would reasonably have agreed at the time of the conclusion of the Contract or the conclusion of the Commercial terms if they had taken into account the change in circumstances. It is explicitly stipulated that the Court may not terminate the agreement as an optional solution.

Article 15 – Confidentiality

Buyer shall treat as strictly confidential any information provided by Seller in the context of the preparation or performance of any Order. This confidentiality obligation shall remain in force for two (2) years from the date of the Order.

Article 16 – Assignment – Change of Control

16.1. Buyer shall not assign or otherwise transfer all or part of the Contract without the prior written consent of Seller. Seller shall be entitled to freely assign the Contract to any of its Affiliates, in which case Buyer expressly agrees Seller shall be released from its contractual obligations.

Notwithstanding the foregoing, Seller or TFSG may, without Buyer's consent, assign all or a portion of its rights to receive and obtain payment in connection with any finance, securitization or bank funding arrangements, provided such assignment does not contravene any applicable law binding upon Buyer and which would prevent the Buyer from dealing with the assignee or expose the Buyer or any of its Affiliates to a prohibition, penalty or punitive measure (e.g., relating to anti-money laundering or anti-bribery).

16.2. In the case of a company restructuring or change of control, Buyer shall notify Seller with adequate information to allow Seller to assess the impact of changes and Seller shall have the right to terminate the Contract with a two (2) weeks' notice without prejudice to any other rights and remedies. The assignee or successor, shall at least be at the same creditworthiness as the assignor.

Article 17 – Time Bar

Any claim of Buyer (except for quality and quantity for which the provisions of article 7.3 and/or 7.4 shall apply or for demurrage claims) shall be barred if not notified to Seller within ninety (90) days of the date of Delivery of Product, or the date on which it should have been delivered.

Article 18 – Compliance with international economic sanctions - Anti-corruption - Data protection and compliance

18.1. The parties must perform the Contract in compliance with export control and international economic sanctions laws or regulations that apply to the parties.

Neither party shall be obliged to perform any obligation under the Contract if this would not be compliant with, in violation of, inconsistent with, or expose a party to punitive measures under any laws, regulations applicable to the parties relating to export control and/or international economic sanctions. In this event, such party (the "Affected Party") shall, as soon as reasonably practicable give written notice to the other party of its inability to perform. Once such notice has been given the Affected Party may either (i) suspend the performance of the affected obligation under the Contract until the Affected Party may lawfully discharge such obligation or (ii) terminate the Contract where the Affected Party may not lawfully discharge such obligation.

18.2. Anti-Corruption Undertakings

A- Buyer and Seller each warrant and undertake to the other that in connection with the Contract and the performance thereof, they will each respectively comply with any laws, regulations, rules, decrees and/or official

government orders applicable to such party relating to anti-bribery or anti-money laundering and that they shall each respectively take no action that would subject the other to fines or penalties under such laws, regulations, rules or requirements.

B- Buyer and Seller each represent, warrant and undertake to the other that they shall not, directly or indirectly: pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to: (i) a government official or an officer or employee of a government or any department, agency or instrumentality of any government; (ii) an officer or employee of a public international organization; (iii) any person acting in an official capacity for or on behalf of any government or department, agency or instrumentality of such government or of any public international organization; (iv) any political party or official thereof, or any candidate for political office; (v) any director, officer, employee or agent/representative of an actual or prospective counterparty, Seller or customer of buyer or Seller; or (vi) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities.

C- In particular, Seller represents and warrants to Buyer that it has not made any payments or given anything of value to officials, officers or employees of the government of the country in which Product originated or any agency, department or instrumentality of such government in connection with Product that is the subject of the Contract that would be inconsistent with or contravene any of the above-referenced legislation.

D- Without prejudice to any other rights or remedies which may have hereunder or at law, Buyer or Seller may either (i) suspend or (ii) terminate the Contract forthwith upon written notice to the other at any time, if in their reasonable judgment the other is in breach of any of the above representations, warranties or undertakings.

18.3. Data protection and compliance

A. Parties will comply with the applicable law relating to the protection of personal data, and in particular the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data (GDPR). Seller refers to its binding corporate rules (BCR) in this respect, a description of which is available at <https://www.total.com/en/privacy>.

B. Personal Data will be subject to data processing.

C. Personal Data will only be used by the parties and will not be transmitted to third parties except to service providers involved in the management and monitoring of customer relationship or to Affiliates of Seller for products and services similar to those which are the subject of the Contract. Personal Data may be retained for as long as necessary to manage and perform the Contract and to comply with applicable law.

D. In accordance with applicable law, any individual whose Personal Data is communicated to any party has a right to access Personal Data and to require such party to rectify, update, amend, correct, delete, share with certain third parties, cease or limit Personal Data processing. Individuals wishing to exercise their rights can contact the relevant parties if necessary by sending an e-mail to rc.data-protection@total.com.

Article 19 – Applicable law and jurisdiction

The Contract shall be governed by Belgian law if Products are sold by a Belgian legal entity and by French law if Products are sold by a French legal entity. Any disputes related to the interpretation, the performance or the termination of the Contract shall be subject to the exclusive jurisdiction of the commercial court of Brussels (if Products are sold by a Belgian legal entity)/Nanterre (if Products are sold by a French legal entity), including in case of summary judgment, plurality of defendants, or introduction of third party. Each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

Seller and Buyer expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on April 11th, 1980.

Article 20 – Miscellaneous

20.1. No delay or omission by either party to exercise any right or privilege herein conferred or to enforce any of the terms and conditions of the Contract shall be construed as a waiver of any such right, privilege, terms or conditions.

20.2. If any provision of the Contract is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction or either party's compliance with any ruling or resolution of the United Nations or the European Union has a like or similar effect, the remainder of the Contract (and of such provisions) shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable provision (or part thereof).

20.3. The Contract shall not be modified unless mutually agreed by the parties, which agreement must be evidenced In Writing.