

GENERAL TERMS FOR SUPPLY OF GOODS AND/OR SERVICES (OTPO)

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1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In the Contract, the following terms shall have the meanings set out below unless the context requires otherwise:

Affiliate means in relation to an entity, any other legal entity that Controls, is Controlled by, or is Controlled by an entity that Controls a Party.

Applicable Laws means all laws, ordinances, rules, regulations, by-laws, decrees, instruments, orders and the like, whether of governmental or other authorities or agencies having jurisdiction over the Parties, the Goods or Services, or the Site, or any of them, and which are or may become applicable. References to any Applicable Law shall be construed to include a reference to that law as from time to time modified, amended, extended, re-enacted or consolidated, whether before or after the Effective Date and any subordinate legislation made pursuant to that law.

Conform or Conformity means the Goods and/or Services:

- (a) conform with (i) the specifications and description of the Goods and/or Services provided pursuant to the Contract; (ii) Good Industry Practice; and (iii) any Applicable Laws, and
- (b) are (i) free from defects in design, material and workmanship; and (ii) fit for any purpose intended under the Contract.

Contract means the contract governing the relationship between the Supplier and the Customer in respect of the Goods and/or Services comprising, in descending order of priority, the following documents:

- (a) the Purchase Order;
- (b) these General Terms.

Control means the direct or indirect ownership of more than fifty percent (50%) of voting rights or of the registered capital, and a "Change of Control" is deemed to include any contribution, assignment, merger or other operation which modifies the Control,

whether directly or indirectly, of the Party. Controls or Controlled shall be construed accordingly.

Customer means the entity named as such in the Purchase Order.

Effective Date is the date of the Purchase Order.

Force Majeure means the occurrence of any act, event or circumstance (or any combination of acts, events, or circumstances) which is unforeseeable, insurmountable and outside the reasonable control of the Party which invokes it (taking all reasonable steps to minimise such effects), and which renders such Party unable to comply with (in whole or in part) of its obligations under the Contract. However, Force Majeure shall not include any event or circumstance set out in Clause 15.3(a) of any Party, strikes (except national or regional strikes), lock-outs or other industrial disputes or actions affecting Supplier or its Subcontractors and their respective Personnel, and any failure to make any payment due in accordance with the Contract.

Good Industry Practice means practices, methods and procedures and that degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by a professional, skilled and experienced or engaged in carrying out activities the same as, or similar to, those contemplated under the Contract under the same or similar circumstances.

Goods means the goods or products (or any part of them) as described in the Contract, and in particular in the Purchase Order, or any specification for the Goods that is agreed in writing by the Parties.

Mandatory Policies means Customer's policies, including: (a) any specific internal site policies and procedures provided to Supplier or any member of Supplier Group by Customer in respect of a Site; (b) anti-corruption policy (as set out in APPENDIX 1); (c) fundamental principles of purchasing (as set out in APPENDIX 2); and (d) hygiene, safety, and the environment policy (as set out in APPENDIX 3).

Parties or **Party** means in relation to the Contract, the Customer and/or the Supplier collectively or individually.

Personnel means directors, officers, employees, agents.

Purchase Order means an order issued by Customer for the provision of Goods and/or Services from Supplier Group issued with reference to these General Terms.

Restricted Person means any individual or entity listed, of 50% or more (direct or indirectly) owned or controlled by (if control is used under the relevant Sanctions Laws / Regulations) any party listed, on a Sanctions List.

Sanctions Authority means any competent authority of: (a) the United States of America; or (b) the European Union; or (c) the Republic of France; or (d) the United Kingdom in charge of the enactment, administration, implementation and enforcement of Sanctions Laws / Regulations.

Sanctions Laws / Regulations means any applicable economic, financial or trade sanctions laws, regulations, embargoes or other restrictive measures enacted, administered, implemented and/or enforced from time to time by any Sanctions Authority or an agency thereof.

Sanctions List means any of the lists of designated sanctions targets whose assets are frozen and maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the specially designated nationals or blocked persons lists), by the European Union (the consolidated list of persons, groups and entities subject to Sanctions Laws / Regulations) or the Republic of France, or by the United Kingdom, each such list as amended, supplemented or substituted from time to time.

Services means the services to be provided by Supplier to Customer as described in the Contract, and in particular in the Purchase Order.

Site means the location(s) where the Goods and/or the Services are required to be provided, as may be set out in the relevant Purchase Order.

Subcontractor means subcontractors of any tier of Supplier performing any part of Supplier's obligations under the Contract.

Supplier means the entity named as such in the Purchase order.

Supplier Group means Supplier and any of its Affiliates and any of their respective Personnel, or Subcontractors.

1.2 INTERPRETATION

- (a) At any time and unless expressly stated otherwise, when the following expressions and description and derivatives thereof appear in any part of the Contract, they shall be construed as indicated below:
 - (i) "including", "included", "such as" and the like shall be deemed to be completed by the expression "but not limited";
 - (ii) "report", "request", "submit", "notify", "instruct", "instruction", "inform", "consent", "approve", "approval", "approved" and the like shall be deemed to be completed by the expression "in writing"; and
 - (iii) "property" and "equipment" shall be deemed to include property and equipment owned, operated, hired, leased or otherwise provided by the relevant person.
- (b) Where the context so requires, the singular includes the plural and vice versa.
- (c) Headings and table of contents are inserted only for convenience and shall not in any way limit or govern the construction of the Contract.
- (d) Approval or instruction by Customer shall in no way be construed as relieving Supplier of any its obligations, responsibilities or liabilities under the Contract or otherwise.
- (e) "In writing" or "written" means any communication made by letter, notice, email or through any electronic ordering or invoicing system as detailed in the Contract.
- (f) References to any person, including a Party, include that person's successors in title and transferees (unless the transfer to the successor in title or transferee was in breach of the Contract). References to the Contract or any other document are references to the Contract or that other document, as varied, novated, supplemented or replaced from time to time.

- (g) Each provision of the Contract shall be construed as having been negotiated by the Parties and as though all Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against one of the Parties shall not be applicable to the Contract.

2. SCOPE OF CONTRACT

- 2.1 The scope of the Contract is the provision of Goods and/or Services.
- 2.2 When Supplier is providing Goods only, terms and conditions applicable to the Services only and all references to them shall be deemed to be deleted.
- 2.3 When Supplier is providing Services only, terms and conditions applicable to the Goods only and all references to them shall be deemed to be deleted.
- 2.4 When Supplier is providing Goods and Services, then all terms and conditions of the Contract shall apply.

3. GOODS

- 3.1 This Clause 3 shall apply in respect of the provision of Goods only.

Delivery of Goods

- 3.2 Unless otherwise agreed by the Parties, the Goods shall be delivered at the place ("**Delivery Place**") and on the date specified in the Purchase Order during normal business hours ("**Delivery Date**"). Customer shall be entitled to modify the Delivery Place and Delivery Date by prior notice to Supplier.
- 3.3 Any partial delivery is subject to Customer's prior written consent.
- 3.4 Supplier shall be responsible for packing and transporting the Goods at its own costs to the Delivery Place.
- 3.5 Packing shall be compliant with Good Industry Practices and appropriate for the Goods and the means of transport used to prevent any damage to the Goods during transport, handling and storage at Delivery Place. The Goods shall be duly identified and labelled by Supplier in compliance with the Contract and Applicable Laws.

Failure to deliver

- 3.6 Without prejudice to Customer's rights in Clause 10, if Supplier believes it may not be able to deliver the Goods by the Delivery Date, Supplier shall immediately notify Customer and provide reasons for such delay and appropriate corrective measures.
- 3.7 Should Supplier fail to deliver the Goods by the Delivery Date, Customer, at its sole discretion, (i) shall be entitled to late performance damages as provided under Clause 10.1 and/or (ii) has the right to have such Goods provided by a third party. The direct and documented costs incurred by Customer in connection with the provision of the Goods by such third party shall be payable by Supplier.

Transfer of ownership and risk of Goods

- 3.8 Ownership in the Goods shall transfer from Supplier to Customer on the earlier of:
 - (a) when the Goods can be identified as relating to the Contract;
 - (b) when Customer pays for the Goods or part thereof in accordance with the Contract; or
 - (c) at the time of acceptance by Customer in accordance with the Contract.
- 3.9 The risk in the Goods shall pass to Customer as per the latest edition of the Incoterms stipulated in the Contract (or, if no Incoterm is specified, as per "Delivered Duty Paid - named place of destination" (DDP), in accordance with the latest edition of Incoterms), without prejudice to any right of rejection which may accrue to Customer under the Contract.
- 3.10 The Goods shall be delivered free from any and all mortgages, pledges, security interests, liens, levies, charges, claims, conditions, equitable interests, options, or other encumbrance or restriction of any kind whatsoever.

Warranties in relation to Goods

- 3.11 Supplier warrants the availability of the Goods until the full execution of the Contract.
- 3.12 Supplier warrants that the Goods shall comply in all respects with the Contract, and that they shall Conform.
- 3.13 Should any of the Goods not Conform within either (i) twelve (12) months from the date when such Goods are used for the first time,

or (ii) eighteen (18) months from the Delivery Date of such Goods, whichever period ends first ("**Goods Warranty Period**"), and Supplier is so notified during such Goods Warranty Period, then Supplier shall replace or rework, as directed by Customer and at Customer's sole discretion, the Goods that do not Conform, within the timeline specified by Customer with minimum disruption to Customer's operations.

- 3.14 Replacement or rework of the Goods shall be carried out at Supplier's cost and risk, and shall include expenses and costs relating to packing, transportation to or from Supplier's manufacturing location, assistance to remove or install, and tests when necessary to confirm that such Goods Conform.
- 3.15 Supplier warrants the Goods replaced or reworked in accordance with Clause 3.13 shall comply with the Contract and Conform. The Goods Warranty Period shall be extended in respect of such Goods for a duration equivalent to the period during which the Goods were being replaced or reworked or made unavailable or during which Customer's operations were interrupted, whichever lasts longer. Should any of such Goods be found not to Conform within such extended Goods Warranty Period, then Clause 3.13 shall apply.
- 3.16 Should Supplier fail to diligently and satisfactorily carry out the replacement or rework of the Goods as provided in Clauses 3.13 and 3.14, Customer has the right to have the replacement or rework performed by a third party upon Customer's prior notice to Supplier. The direct and documented costs incurred by Customer in connection with the replacement or rework by such third party shall be payable by Supplier. Rework or replacement by a third party under this Clause shall not relieve Supplier from its warranty obligations under the Contract.
- 3.17 The warranties under this Clause 3 shall not apply to the extent that Supplier demonstrates that replacement or rework of the Goods results from: (a) normal wear and tear; or (b) damage caused by a third party, or by a Customer's misuse unless such damage or misuse is due to acts, omissions, faulty instructions or negligence of any member of Supplier Group.

4. SERVICES

- 4.1 This Clause 4 shall apply in respect of the provision of Services only.

Warranties in relation to Services

- 4.2 Supplier warrants that from the date of acceptance of any Services in accordance with the Contract for a period of twenty-four (24) months (the "**Services Warranty Period**"), if any Service is required to be re-performed, Supplier shall re-perform such Service at no additional cost to Customer.
- 4.3 Should any of the Services be re-performed, the Services Warranty Period shall be extended for a new period of twenty-four (24) months in respect of such re-performed Services from the date when such re-performance was completed in accordance with the Contract.
- 4.4 Should Supplier fail to diligently perform or re-perform the Services, Customer has the right to have such Services performed by a third-party subject to Customer's prior notice to Supplier. The direct and documented costs incurred by Customer in connection with the performance by such third party shall be charged back to Supplier. Performance by a third party under this Clause shall not relieve Supplier from its warranty obligations under the Contract.

5. ACCEPTANCE OF GOODS AND/OR SERVICES

- 5.1 Acceptance of Goods and/or Services shall occur when:
- (a) Customer has inspected such Goods and/or Services to see whether the Goods and/or Services Conform, and
 - (b) only once all elements of the Goods and/or Services as described in the Contract have been provided to Customer.
- 5.2 Acceptance of Goods and/or Services shall take place in accordance with the following procedures:

Acceptance without reserves

- (a) Acceptance without reserve shall occur when Customer confirms in writing that it accepts the Goods without reserves.

Acceptance with reserve(s)

- (b) Should Customer identify Goods and/or the Services that do not Conform, and decide at its own discretion that such Goods and/or Services can be reworked, then Customer has the right to either:

- (i) accept such Goods and/or Services with reserve(s), in which case Supplier shall carry out the rework necessary to remedy the reserves within the period given by Customer. If at the end of this period, Supplier has not satisfactorily carried out the rework (without prejudice to Customer's right to terminate the Contract in accordance with Clause 15), Customer may either: (a) upon Customer's prior notice, perform itself or cause a third party to perform, at Supplier's costs and risk; or (b) require Supplier not to remedy all or part of the reserves and to provide a reduction in the price(s) payable for the relevant Goods and/or Services; in any case, Customer shall be entitled to late performance damages pursuant to Clause 10; or
- (ii) refuse to accept the Goods and/or Services in accordance with Clause 5.2(c).

Refusal

- (c) Customer may refuse the Goods and/or Services if Goods do not Conform and/or if the Services are not performed in accordance with the Contract. In such case, Customer may terminate the Contract in accordance with Clause 15.
 - (d) Acceptance of Goods and/or Services by Customer (with or without reserve(s)), or the refusal to accept Goods and/or Services shall be recorded in a written document dated and signed by both Parties.
- 5.3 The Supplier shall remain fully responsible for any defects or for any non-Conformity whatsoever which were not apparent at the time of acceptance despite any inspection or acceptance by the Customer and shall not reduce or otherwise affect Supplier's obligations and warranties under the Contract.

6. SUPPLIER'S OBLIGATIONS

General

- 6.1 Supplier shall, and shall ensure that its Personnel, its Subcontractors and their Personnel shall perform the Contract:
- (a) in accordance with the time schedule set out in the Contract and, if not specified, then promptly;
 - (b) in compliance with Good Industry Practices, any Applicable Laws, and Mandatory Policies;
 - (c) by exercising all care, skill and diligence to prevent damage to Customer's Site or property; and
 - (d) as an independent contractor and neither Supplier nor any of its Subcontractors nor any of their Personnel shall be deemed for any purpose to be Customer's Personnel.

Duty to inform

- 6.2 Supplier shall ensure it is aware of:
- (a) any foreseeable external factors and conditions (including but not limited to technical conditions); and
 - (b) any risks connected with the Goods and/or Services, including but not limited to any hygiene, safety and environmental risk, that may affect the performance of the Contract and shall inform immediately Customer and provide any advice mitigating such factors, conditions or risks regardless of Customer's knowledge or expertise.

Careful examinations of Customer's information

- 6.3 Supplier shall carry out a careful examination of information provided by or on behalf of Customer for the provision of Goods and/or Services, including any updated versions of any Mandatory Policies and Supplier shall inform Customer of any anomalies or omissions.

Customer shall not be liable for the accuracy and completeness of such information.

Authorisations

- 6.4 Supplier warrants that it and its Subcontractors shall, in compliance with Applicable Laws, maintain at their own costs until the full execution of the Contract all statutory registrations, approvals and authorisations granted by public authorities or professional organisations required to perform its obligations under the Contract ("**Authorisations**"). Customer has the right to request Supplier to provide evidence of Authorisations prior to the commencement of any provision of Goods and/or Services. In the event, any Authorisation becomes invalid for any reason whatsoever, Supplier shall immediately inform Customer of the same and Customer shall be entitled to terminate the Contract in accordance with Clause 15.

- 6.5 Supplier undertakes to comply with the regulations in force on processing of personal data and in particular with Regulation No. 2016/679 (General Data Protection Regulation - GDPR), (hereinafter the “**Applicable Regulation**”). When the Supplier processes personal data on behalf of the data controller, in its capacity as a data processor, Supplier guarantees that it provides sufficient safeguards to implement appropriate technical and organizational measures to ensure the processing will meet the requirements of the Applicable Regulation and guarantees the protection of the individual’s rights.
- 6.6 In delivering the Goods and/or performance of the Services, the Supplier guarantees that its personnel and the personnel of its Subcontractors (if any), involved in the delivery of the Goods and/or performance of the Services shall be employed and registered in full compliance with the Applicable Laws.
- 6.7 In the event the Supplier and/or its Subcontractors, intend to use foreign employees for the delivery of the Goods and/or performance of the Services, the Supplier hereby guarantees that the said employees shall, prior to their attendance on the Site of the Customer and subsequently during any period of attendance at the said Site, have all required authorisations to work in the country of the Site and have at their disposal all necessary work permits and residence permits.

7. OTHER OBLIGATIONS

- 7.1 Other obligations, if any, shall be addressed in the Purchase order.

8. AUDITS AND ACCOUNTING

- 8.1 Subject to prior notice to Supplier, Customer shall be entitled, at any time, to conduct, or have conducted by third party, audits at Supplier’s or its Subcontractors respective facilities to ensure Supplier and/or its Subcontractors are in compliance with their obligations under the Contract (“**Audits**”). Information obtained during any Audit shall not be used for any purpose other than such Audit. Supplier shall provide Customer with all assistance necessary for conducting such Audits. Customer has the right during any Audits to copy any records and accounts for verification of any sum payable under the Contract.
- 8.2 Such Audit shall not reduce or otherwise affect: (i) Supplier’s obligations, liabilities and warranties under the Contract, (ii) Supplier’s status of independent contractor as provided in Clause 6.1, and (iii) Customer’s right to refuse any Goods and/or Services.
- 8.3 Supplier shall safely keep, and cause its Subcontractors to keep, in accordance with generally accepted accounting practice, accurate detailed records and accounts relating to the Contract for an accurate audit and verification of any reimbursable costs, for the duration of the Contract and for a period of two (2) years from its termination or expiry.

9. PRICE, INVOICING AND PAYMENTS

Payment, price and taxes

- 9.1 In consideration for the provision of the Goods and/or Services, Customer shall pay Supplier the prices as specified in the Purchase Order. Such prices are fully inclusive of all cost, firm and non-revisable, and shall include all taxes other than VAT.
- 9.2 Supplier shall be solely responsible and liable for all taxes, imposts, levies, fees, stamps, customs duties and dues of any kind which may be assessed or levied by whatsoever authorities on Supplier (“**Taxes**”), its Affiliates, Subcontractors and Personnel in any country in connection with the performance of the Contract, including any taxes which Customer may be obligated to withhold from its payments to Supplier in accordance with Applicable Laws.
- 9.3 Supplier shall defend, indemnify and hold Customer and its Affiliates harmless from and against any claim, demand, cause of action, proceedings, judgements, award (including reasonable legal fees, costs and expenses and sums paid by way of settlement), liability, loss, expense, penalty, fine and damages and the like arising from, relating to, or in connection with the performance, misperformance or non-performance of the Contract. In respect of Clause 9.2, Supplier represents that, in setting its prices for the supply of Goods and/or Services under the Contract, it has taken into account all taxes for which it is liable in accordance with this Clause.

Invoicing

- 9.4 Unless otherwise specified in the Contract, invoices shall be prepared in an electronic format by the Contractor and sent by email to rm.payables@totalenergies.com, in compliance with all applicable laws and moreover the provisions of the Contract. These invoices shall be addressed to the Customer at the address specified by the Customer in the Purchase Order and shall quote Contract and Purchase Order reference numbers. All invoices shall be made out in the currency specified in the Contract. Such invoices shall comply with the Purchase Order, Appendix 1 of these General Terms, any other instruction of Customer and Applicable Laws.
- 9.5 Upon Customer’s request, Supplier shall set up an electronic invoicing system, using a platform specified by Customer. Each Party shall enter into an agreement with such provider and each Party shall bear their own costs for the use of such platform.
- 9.6 In addition to the requirements of Applicable Laws, invoices shall contain the following information:
- Supplier’s GB VAT code if any;
 - the relevant Purchase Order reference number;
 - the period for which the invoice relates;
 - the amounts due by Customer;
 - the basis on which the amounts due have been calculated;
 - the description and quantity of each Goods and/or Services provided;
 - the nomenclature, the net weight in kilograms, the transportation mode and the country of origin of the Goods;
 - if necessary, copies of documentation in support of the amounts invoiced; and
- 9.7 Customer shall pay non-disputed invoices by means of electronic transfer of funds (or other agreed method) and, unless otherwise provided for in the Contract, within sixty (60) days from the date on which the invoice was issued. The Customer runs one payment run per week on a Wednesday which results in payments being received on Friday. The parties agree that if payment is due on Monday to Thursday of week X, and payment is received on Friday of week X, such payment shall be deemed within the agreed payment terms.
- 9.8 Any undisputed invoice due and payable by Customer shall bear interest thereon from the due date of such invoice, calculated at the average rate (for the period of delayed payment) of the three (3) months’ Sterling Overnight Index Average (“**SONIA**”) administered by the Bank of England (or any successor administrator) or its substitute as may be agreed by the Parties, plus one percent (1%). The interest shall be due upon expiry of a specific invoice.

Disputed invoices

- 9.9 In the event Customer disputes all or part of an invoice, Customer shall send a notice to Supplier specifying the reasons for its refusal to pay. Customer shall have no obligation to pay any disputed amount until such dispute is resolved between the Parties; in that case, Supplier shall correct the invoice and submit it to Customer for payment in accordance with this Clause 9.

Set-offs

- 9.10 Customer shall have the right at its sole discretion to offset amounts owed by Supplier against amounts payable by Customer under the Contract.
- 9.11 Payment of the invoice shall not affect the Customer’s right to dispute any element of the invoice later.

10. LATE PERFORMANCE OR MISPERFORMANCE

- 10.1 Should Supplier fail to deliver the Goods and/or Services by the Delivery Date or fail to provide Goods and/or Services that Conform, Supplier shall pay upon notice the amounts set out in the Purchase Order.
- 10.2 Payment of such amounts shall be without prejudice to the other rights and remedies of Customer under the Contract or at law.

11. INTELLECTUAL PROPERTY

Specific Elements

- 11.1 In consideration for Customer’s payment of the price specified in the Purchase Order, Supplier shall assign to Customer, and warrants the assignment by its Personnel, its Subcontractors and their Personnel of, all intellectual property rights relating to any specific elements provided to comply with Customer’s specifications, including but not limited to plans, studies, models, designs and drawings, user guides,

technical documentation, manuals, and documents ("**Specific Elements**").

- 11.2 The assignment as provided in Clause 11.1 shall occur when such Specific Elements are created and shall be exclusive, worldwide, perpetual, royalty-free, transferable, and shall include all rights to exploit such Specific Elements: the rights of reproduction, representation, translation, adaptation and sale, on all media and for all forms of use and exploitation.

Standard elements

- 11.3 In case the Goods and/or Services contain standard elements, which are not developed specifically for Customer protected by intellectual property rights (including but not limited to standard plans, manuals, documents and software), delivered to Customer by Supplier, in consideration for the remuneration included in the price specified in the Purchase Order, Supplier grants Customer, and third parties acting on behalf of Customer, a personal and non-exclusive, royalty-free, worldwide, perpetual, transferable right to use, reproduce, represent, translate and adapt such standard elements for the needs of Customer.

- 11.4 In case of transfer by Customer to a third party of any equipment or any material or asset, which embodies or uses a standard element, the above Customer's right to use shall be transferred to such third party at no additional cost.

Infringement of intellectual property rights

- 11.5 Supplier warrants that it and its Subcontractors, is either the owner of all intellectual property rights relating to any delivered elements or that it has been granted all necessary licences from third parties owning these intellectual property rights, to enable Customer to freely use and exploit such elements in accordance with the provisions of this Clause 11. Supplier shall and shall ensure that its Personnel and Subcontractors shall not infringe or cause Customer to infringe any third party's intellectual property rights. This warranty shall not apply if Supplier can demonstrate that the infringement alleged is attributable to Customer.

- 11.6 Supplier shall indemnify and hold Customer harmless from and against any and all claims, costs, damages, expenses or legal action by third parties arising out of or in connection with any infringement or any other breach of their intellectual property rights.

- 11.7 In the event of a risk of a claim or legal action, Supplier shall take all steps necessary to ensure that the risk of infringement is eliminated, shall inform Customer thereof and shall take into account Customer's business constraints.

- 11.8 In case an allegation is made that Customer may not use an element which forms part of any Goods and/or Services without infringing a third party's intellectual property right, Supplier shall, at its own cost and at the sole option of Customer, either replace the element in respect of which such allegation is made, or modify such element so that the infringement or any other breach no longer exists, in compliance with the specifications applicable to such element. Such replacements or modifications shall be performed within periods compatible with Customer's needs. Should Supplier fail to make such replacements or modifications, Supplier shall reimburse Customer for the price of such Goods and/or Services.

- 11.9 The above provisions do not affect the Customer's right to claim damages from the Supplier and/or terminate the Contract in accordance with the provisions of Clause 15.

12. CONFIDENTIALITY

- 12.1 All information supplied by Customer to Supplier in connection with the Contract shall be kept confidential (unless and until released by Customer) and Supplier shall not disclose such information to anybody except as provided in this Clause. This Clause 12 shall not apply to information which, as evidenced by Supplier:

- (a) is already in the public domain at the time of disclosure; or
- (b) is required to be disclosed under Applicable Laws (provided Supplier shall give notice to Customer prior to such disclosure).

- 12.2 Supplier shall limit access to such information and data to those of its Personnel reasonably requiring the same for the performance of the Contract and that Supplier shall not use any of such information and data in anyway other than for the aforesaid purpose. Supplier shall ensure that its Personnel and Subcontractors are bound by confidentiality undertakings equivalent to those contained in this Clause 12.

- 12.3 Supplier shall neither refer to nor use Customer's business name or trademarks for any reason whatsoever, without the prior, explicit and written authorisation of Customer.

- 12.4 Any failure to comply with the provisions of this Clause 12 shall be considered a material breach by Supplier, and may cause immediate damages to Customer and Customer shall therefore be entitled to take any necessary legal steps, including the remedies of injunction, specific performance and other equitable relief for any breach or threatened breach of this Clause (and any such remedy shall not be deemed to be the exclusive remedy for such breach or threatened breach). Supplier shall defend, indemnify and hold harmless Customer and any of its Affiliates from and against any and all claims suffered or incurred in respect of the above confidentiality obligations.

- 12.5 Supplier shall be liable for any disclosure of such information and data howsoever arising by any of Supplier Group's Personnel.

13. LIABILITY AND INDEMNITIES

- 13.1 Subject to any liability provisions contained in the Purchase Order, each Party shall:

- (a) be liable for any damage (including any injuries, death, damage to or loss of property) that (i) it, its Personnel, and with respect to Supplier any Subcontractors cause to the other Party or to a third party and/or (ii) is arising out of or in connection with the performance, misperformance or non-performance of the Contract (whether caused by negligence, breach of statutory duty, tort, wilful misconduct or other fault); and
- (b) defend, indemnify and hold harmless the other Party and its insurers from and against any damage, cost and/or liability that the other Party may suffer in this respect.

14. INSURANCE

- 14.1 Supplier shall maintain in force and shall procure that any Subcontractor takes out and maintains in force and effect from solvent insurers of good repute, such insurance policies as may be necessary in accordance with Good Industry Practice to insure Supplier against all manner of risks that might arise out of the acts or omissions of Supplier or otherwise in connection Supplier's performance of its obligations under the Contract, at their own expenses until the full execution of the Contract.

- 14.2 The insurance amounts indicated here below are minimum requirements, and not limits of liability. They should not be construed as Customer's consent to limit Supplier's financial liability in excess of the amounts specified here below:

- A "General/Public Liability" insurance policy for a minimum amount of two million pounds (£2,000,000) for all types of damage and per occurrence;
- A "Product Liability" insurance policy and/or a "Professional Liability" insurance policy for a minimum amount of two million pounds (£2,000,000) per occurrence and per year;
- A worker's compensation insurance covering damages caused to its (their) personnel, when the Supplier and/or the Subcontractors is located in a country in which there is no system of social security insurance;
- An Employer's legal liability insurance policy for a minimum amount of two million pounds (£2,000,000);
- An Automobile Public Liability Insurance (whenever automobiles and automotive equipment are employed by Supplier for the performance of the Order) for a minimum amount of one million pounds (£1,000,000);
- Any other insurance policies mandatory in the country of the Site.

- 14.3 Prior to providing any Goods and/or Services and at each insurance policy's renewal required throughout the duration of the Contract, Supplier shall provide Customer with the certificate(s) issued by its insurer certifying the existence of the insurance policies required in accordance with the Contract, the insured amounts, the type of coverage and the period of cover of the policy or policies.

- 14.4 Supplier's insurances shall contain provisions whereby the insurers waive their rights of subrogation against Customer and any of its' Affiliates and their respective insurers to the extent of the liabilities and indemnities assumed by Supplier under the Contract.

- 14.5 Supplier shall:
- (a) not by its acts or omissions cause any insurance cover or policy to become void or voidable; and
 - (b) immediately notify Customer of any cancellation notice received from any insurer or of any material change in cover type or amount of insurance.

15. TERMINATION

Termination due to Supplier's default

15.1 Upon prior notice to Supplier, Customer shall be entitled to terminate the Contract without indemnity or liability of any nature to Supplier in the following cases:

- (a) material breach of the Contract by Supplier;
- (b) a series of breaches of the provisions of the Contract by Supplier, which when taken together amount to a material breach;
- (c) if Customer becomes aware, that Supplier will be unable to provide the Goods and/or Services by the date agreed in the relevant Purchase order;
- (d) total or partial non-completion of the obligations incumbent on Supplier under the Contract after notification to Supplier of the breach and requesting him to remedy the default within a reasonable time limit set by Customer,
- (e) incapacity or prohibition or cessation of operations of Supplier for any reason whatsoever;
- (f) non-compliance with the provisions of any Applicable Laws by Supplier;
- (g) Supplier's failure to comply with any of the Mandatory Policies and,
- (h) Supplier has suffered any event or circumstance set out in Clause 15.3 (a).

15.2 In case of termination of the Contract in accordance with Clause 15.1:

- (a) Customer shall only be liable to pay Supplier, as full and final compensation under the Contract or otherwise, the amount due for Goods delivered and Conform and/or Services performed by Supplier and accepted by Customer prior to the date of termination, in compliance with the Contract; and
- (b) Customer may have performed all or part of the outstanding obligations under the Contract by another supplier and to invoice Supplier for the difference in price between (i) the cost incurred by Customer; and (ii) the cost Customer would have incurred if Supplier had fully performed the Contract, and Customer shall be entitled to all direct and documented costs and damage (including additional managerial expenses and administrative services) suffered by Customer in connection with such termination; and
- (c) any monies due to Customer pursuant to this Clause 15.2 shall be paid to Customer within thirty (30) days from the last day of the month in which the invoice was issued, failing which such amounts outstanding shall accrue interest at the rate in Clause 9.8, from the due date of such invoice until the date that such outstanding amounts are paid in full.

Termination due to Change of Control or insolvency of Supplier

15.3 Without prejudice to any other rights under the Contract, Customer may terminate the Contract at any time by serving notice:

- (a) unless contrary to any statutory provision of public order, if Supplier is the subject of any of the following events or circumstances: (i) it is unable to pay its debts as they fall due or admits inability to pay its debts; (ii) it stops or suspends, or threatens to stop or suspend, making payments with respect to all or any class of its debts or it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (iii) it makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction; (iv) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction; (v) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice

of intention to appoint an administrator is given or if an administrator is appointed, over it; (vi) a person becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets; or (vii) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (vii) (inclusive).

- (b) if Supplier undergoes a Change of Control.

15.4 If Customer terminates the Contract in accordance with Clause 15.3, Customer shall pay Supplier the amount due for Goods delivered to Customer and/or for Services performed by Supplier prior to the date of termination. Such payment shall constitute the full and final compensation payable by Customer under the Contract and Supplier shall have no claim against Customer for such termination.

Termination at Customer's convenience

15.5 Without prejudice to the other provisions of the Contract, Customer may at its discretion terminate the Contract at any time by serving notice but shall in such case:

- (a) pay Supplier the amount due for Goods delivered to and/or for Services performed by Supplier and accepted by Customer prior to the date of termination;
- (b) reimburse Supplier for all costs reasonably and irrevocably incurred and paid or committed in good faith as evidenced by supporting documents in respect of the Goods or Services ordered but not delivered or performed (as applicable) on such termination;
- (c) pay Supplier five per cent (5%) of the difference between (i) the price Supplier would have received for full performance of the Contract and (ii) the aggregate of the amounts already paid to Supplier in accordance with Clause 15.5(a) and (b).

15.6 Such payments in accordance with Clause 15.5 shall constitute the full and final compensation payable by Customer to Supplier under the Contract and Supplier shall have no claim against Customer for such termination.

Termination for prolonged Force Majeure event

15.7 Without prejudice to any other provisions of the Contract, Customer may terminate the Contract at any time by serving notice if an event of Force Majeure continues for more than thirty (30) days.

15.8 If Customer terminates the Contract in accordance with Clause 15.7, Customer shall (a) pay Supplier the amount due for Goods delivered to and/or for Services performed by Supplier and accepted by Customer prior to the date of termination; and (b) reimburse Supplier for all costs reasonably and irrevocably incurred and paid or committed in good faith as evidenced by supporting documents in respect of the Goods or Services ordered but not delivered or performed (as applicable) on such termination.

15.9 Such payments in accordance with Clause 15.8 shall constitute the full and final compensation payable by Customer to Supplier under the Contract and Supplier shall have no claim against Customer for such termination.

16. FORCE MAJEURE

16.1 None of the Parties shall be deemed to be in breach of its contractual obligations for any delay in performance of, or for any failure to perform, any obligation, in whole or in part, under the Contract to the extent that this delay, non-performance or failure results from or is due to Force Majeure. Force Majeure shall only relieve the affected Party from its obligations under the Contract to the extent and for such period as the said Party is prevented or delayed from performing its obligations. Each Party shall bear all its own expenses resulting from the occurrence of Force Majeure.

16.2 The affected Party shall immediately notify the other Party in writing. Such notice shall include: (a) details of the occurrence and nature of the relevant act, event or circumstance claimed by it to constitute Force Majeure; and (b) an estimate of the duration such act, event or circumstance is likely to persist in respect of its obligations affected (if possible).

16.3 Any Party whose obligations have been suspended under the foregoing provisions of this Clause 16 shall: (a) notify the other Party as soon as practicable after the Force Majeure event has ceased; (b) resume performance of its obligations under the Contract as soon as reasonably practicable; (c) use reasonable endeavours to remedy

the situation as quickly as possible; and (d) notify the other Party when such resumption is expected to occur and when it does occur.

17. ASSIGNMENT

- 17.1 Supplier shall not assign, novate or otherwise transfer its rights and obligations under the Contract to any third party, in whole or in part, without the prior written consent of Customer. Supplier shall remain jointly and severally liable with its assignee towards Customer for the full performance of the Contract.
- 17.2 Customer shall be entitled to assign, novate or otherwise transfer its rights and obligations under the Contract to any of its Affiliates, upon notice to Supplier.
- 17.3 In the event of a Change of Control of Supplier, Supplier shall promptly notify Customer thereof.

18. SUBCONTRACTING

- 18.1 Except as provided in this Clause 18, Supplier shall not subcontract any of its obligations under the Contract.
- 18.2 Should Supplier wish to subcontract part of its obligations under the Contract, it shall send a prior written request to Customer specifying:
- (a) any details regarding the proposed Subcontractor including any relevant qualifications; and
 - (b) the obligations under the Contract that Supplier wishes to subcontract.
- 18.3 Supplier shall prohibit its own Subcontractors from subcontracting any obligations under the Contract, except as approved by the Customer.
- 18.4 Supplier shall be responsible for the performance of its Subcontractors in accordance with the Contract. Supplier shall defend, save, indemnify and hold Customer harmless from and against any consequences arising from Subcontractors' non-compliance with the requirements of the Contract and any claim made by its Subcontractors, their suppliers or their respective Personnel.

19. TotalEnergies PRODUCTS

As far as legally permissible, Supplier shall, in the performance of the Contract, procure and use, and require that its Subcontractors procure and use, products and services marketed by Customer or any of its Affiliates, including marine, road and aviation fuels, base oils, drilling fluids and well services, solvents, natural gas and electricity, greases, lubricants, additives, polymers, chemicals, seals and valve components, battery systems and photovoltaic systems, subject to availability and provided that prices are competitive. If Supplier cannot procure, use or specify the use of such products, Supplier shall so inform Customer and justify its reasons.

20. GENERAL PROVISIONS

- 20.1 Notices and delivery
- (a) Any notices given under the Contract shall be in writing and in English, delivered by hand, by registered letter with acknowledgement of receipt, by courier using an internationally recognised courier company if sent abroad or by electronic mail with proof of receipt, to the postal address or electronic address, specified in the Purchase Order. A Party may change its postal address, electronic address and/or details by prior notice to the other Party in accordance with this Clause 20.1.
 - (b) A notice shall be treated as having been received:
 - (i) at the time of delivery, by registered letter with acknowledgement of receipt or courier;
 - (ii) at the time of receipt by the sender of a proof of receipt by the addressee, if transmitted by electronic mail.

20.2 Severability

If any provision of the Contract is deemed invalid by a court or any other competent authority for any reason, such invalidity shall not affect the validity or operation of the other provision of the Contract except only so far as shall be necessary to give effect to the construction of such invalidity and any such invalid provision shall be deemed severed from the Contract without affecting the validity or the balance of the Contract.

20.3 Waivers

The failure on the part of either Party to enforce, from time to time, all or any portion of the terms and conditions of the Contract shall not constitute a waiver of such terms or conditions.

20.4 Entire agreement

The Contract constitutes the entire agreement between the Parties, and supersedes all prior oral and written negotiations, understandings, representations and/or agreements with respect to the Contract made between the Parties prior to the Effective Date.

20.5 Cumulative rights

The rights and remedies of the Parties shall not be limited to those set out in the Contract, and such rights and remedies shall be cumulative, and are not exclusive of any other rights or remedies provided by the Contract, law, equity or otherwise, provided however that the Contract shall always take precedence over any Applicable Laws with which it conflicts or which are expressly excluded by the Contract as far as legally permissible. Except as expressly stated in the Contract (or in law or equity) in the case of rights and remedies provided by law or equity) any right or remedy may be exercised wholly or partially from time to time.

20.6 Liens

The Supplier shall not create or do anything (including by act, omission or negligence) which would result in the creation of any lien or charge on the Customer's Site, property and equipment and/or the Goods or any part thereof. The Supplier hereby represents that it has not created any such lien or done anything as above before entering into the Contract.

The Supplier shall defend, indemnify and hold the Customer harmless from and against any lien with respect to Customer's Group's property and equipment and/or the Goods or any part thereof, if directly created or caused by (act, omission or negligence of) the Supplier.

20.7 Amendments

No modification of the Contract shall be effective unless set out in a written amendment duly signed by authorised representatives of the Parties.

20.8 Surviving clauses

- (a) Termination or expiry of the Contract for any reason shall not affect any rights or liabilities that may have accrued prior to such termination or expiry; or
- (b) Without prejudice to the generality of Clause 20.8(a), any provision of the Contract which is intended to apply after termination of the Contract shall survive the termination of the Contract for whatever reason and shall continue notwithstanding such termination and thereafter remain in full force and effect.

20.9 Further assurance

Supplier shall at its own cost do and/or execute or arrange for the doing and/or execution of, any act and/or document reasonably requested of it by Customer to implement and give full effect to the terms of the Contract.

20.10 Counterparts

The Contract may be entered into in any number of counterparts and by the Parties on separate counterparts, all of which taken together shall constitute one and the same instrument.

20.11 Relationship of Parties

The Contract has been concluded between independent Parties. No provisions of the Contract shall be interpreted as giving the right or mandate to either Party to act on behalf of the other Party and does not authorise any Party to bind any other Party nor as implying any association, agency, partnership, relationship of principal and agent or society between them, or as creating a joint and several liability between them.

21. THIRD PARTY RIGHTS

- 21.1 This Clause applies where the Contract is governed by English law.
- 21.2 The Contract is intended to be solely for the benefit of the Parties and is not intended to confer any benefits upon, or to create any rights in favour of, any person other than the Parties.

22. GOVERNING LAW AND DISPUTE RESOLUTION

- 22.1 The interpretation, existence and validity of the Contract shall be subject to the laws of England and Wales.
- 22.2 Except as specified in the Contract, the Parties agree to submit any dispute to the exclusive jurisdiction of the courts of England and Wales.
- 22.3 The Parties expressly waive the application of the United Nations Convention on contracts for the international sale of goods (CISG).

23. ECONOMIC SANCTIONS AND EXPORT CONTROL

- 23.1 Neither Party shall be obliged to perform any obligation under the Contract if such performance would be non-compliant with, in

violation of, inconsistent with, or expose a Party to punitive measures under Sanctions Laws / Regulations.

- 23.2 In the event that performance by a Party (the “Affected Party”) of the Contract (in whole or in part) results or would result in non-compliance with, a violation of, or be inconsistent with Sanctions Laws / Regulations, the Affected Party shall, as soon as reasonably practicable, give a written notice to the other Party indicating the details of the non-compliance with, violation of, or inconsistency with Sanctions Laws / Regulations.

Customer may then:

- (a) suspend the Contract in full or in part until the Affected Party may lawfully perform the affected obligation under the Contract. In such case, the Affected Party shall as soon as possible (i) notify the other Party if the non-compliance, violation of, or inconsistency with Sanctions Laws / Regulations has ceased; (ii) resume performance of its obligations under the Contract, if and when requested by Customer; and/or
 - (b) initiate discussion with the Supplier on whether amendments can be made to the Contract allowing the Contract to be performed in compliance with Sanctions Laws / Regulations; and/or
 - (c) terminate in full or in part the Contract by giving to Supplier a written notice.
- 23.3 In case of Customer’s suspension (in full or in part) or termination (in full or in part) of the Contract as set forth in Section 23.2, no compensation shall be due to Supplier.
- 23.4 For purposes of clarification, if the Supplier is or becomes a Restricted Person, Customer shall be entitled not to make payments (outstanding or not) to Supplier unless or until such payments can lawfully be made under the applicable Sanctions Laws / Regulations.
- 23.5 Supplier shall defend, indemnify and hold Customer and its Affiliates harmless from and against any claim or loss resulting from any non-compliance with, violation of, or inconsistency with Sanctions Laws / Regulations by Supplier Group.

APPENDIX 1 – ANTI-CORRUPTION POLICY

1. DEFINITIONS

CLOSE FAMILY MEMBER OF A PUBLIC OFFICIAL means a husband/spouse or partner, one of their children, siblings or parents; the husband/spouse or partner of their children or siblings; or any household member.

PUBLIC OFFICIAL means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; and any official, employee or agent of any public international organization.

2. PREVENTION OF CORRUPTION

- 2.1 In recognition of the principles enshrined in the pertinent international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable to the activities under the Contract and any other anti-corruption laws otherwise applicable to the Parties or their ultimate parent company,
- 2.2 Supplier, in respect of the Contract and the matters that are the subject of the Contract, warrants that neither it nor to its knowledge anyone on its behalf, has made or offered nor will make or offer any payment, gift, or promise or give any advantage, whether directly or through an intermediary, to or for the use of any Public Official, where such payment, gift, promise or advantage would be for purposes of:
- (a) influencing any act or decision of such Public Official;
 - (b) inducing such Public Official to do or omit to do any act in violation of their lawful duties;
 - (c) securing any improper advantage; or
 - (d) inducing such Public Official to use their influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.
- 2.3 Supplier, in respect of the Contract and the matters that are the subject of the Contract, warrants that it has not made or offered and

will not make or offer any payment, gift, or promise or give any advantage, whether directly or through intermediaries, to or for the use of any person (other than a Public Official) insofar as such payment, gift, promise or advantage would be for purposes of inducing such person to do or omit to do any act in violation of their lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the activities under the Contract.

- 2.4 Supplier shall cause Supplier’s Personnel and Subcontractors to comply with the obligations set forth in this Attachment and to warrant the same under the terms of their agreements with any Subcontractors. In particular, Supplier shall perform compliance due diligences on all major Subcontractors in order to ensure that they shall act in strict compliance with the anti-corruption laws applicable, conducting appropriate investigations. Customer reserves the right to request proof of and/or documentation relating to such due diligences.
- 2.5 All financial settlements, billings and reports rendered to Customer shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the Contract. Supplier also shall maintain adequate internal controls to ensure that all payments made in performance of the Contract are authorized and in compliance with the Contract. Customer reserves the right to perform itself or through a duly authorized representative, pursuant to Clause 8, audits at Supplier’s premises of all payments made by or on behalf of Supplier for Goods provided and Services performed under the Contract. Supplier shall cooperate fully in any such audit, including by making the relevant books and records available to Customer or its duly authorized representative and by answering any relevant questions that Customer may have relating to Supplier’s performance under the Contract.
- 2.6 All payments by Customer to Supplier shall be made in accordance with the terms of payment specified in Clause 9. The payment indications notified by the Supplier, which TotalEnergies requires to be supported by a typical type of bank certificate or adequate letter of comfort by the bank shall be deemed to constitute a representation and warranty by Supplier that the bank account so notified is owned solely by Supplier and that no person other than Supplier has any ownership of or interest in such account.
- 2.7 Supplier represents and warrants that no Public Official or Close Family Member of a Public Official owns or possesses, directly or indirectly, shares or any other beneficial interest in Supplier (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of Supplier, except for any ownership, interest or position that Supplier has disclosed to Customer in writing. The foregoing representation and warranty will continue so long as the Contract remains in effect. Supplier shall notify Customer promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or warranty. In any case, if a Public Official or Close Family Member of a Public Official owns or acquires, directly or indirectly, shares or any other beneficial interest in Supplier, or is or becomes a director, officer or agent of Supplier, Supplier shall take appropriate steps to ensure that such Public Official or Close Family Member of a Public Official avoids any conflict of interest, complies with the legislation applicable in accordance with the place of performance of the Contract prohibiting conflicts of interest on the part of Public Officials and complies with the anti-corruption provisions described in this Attachment.
- 2.8 Notwithstanding the above, the Parties accept and acknowledge that, in the event any Supplier or Subcontractor is owned in part by a State owned company or may, whether now or in the future, be considered as a governmental entity or quasi-governmental entity at law, it is possible that a Public Official may serve as a director, officer or employee of such Supplier or Subcontractor or its subsidiaries. In such event, the Parties agree that Supplier or such Subcontractor may have one or more directors, officers or employees who qualify as Public Officials, provided that:
- (a) the Public Official is occupying such position within Supplier or Subcontractor fully in accordance with laws that are attributable to such Party and as may be required there-under;

- (b) the Public Official's appointment as a director, officer or employee of Supplier or Subcontractor is reviewed and approved by the State owned company;
- (c) any payment to or on behalf of the Public Official is reviewed and approved by the State owned company and does not exceed the remuneration that would be reasonable for a person serving in that particular position within Supplier or Subcontractor; and
- (d) such remuneration is fully consistent with Applicable Laws and the matters that are the subject of the Order and is not made to influence any official act, decision or omission of such Public Official or reward the Public Official in respect of any of the same that may have been taken in the past.

2.9 Without prejudice to any other rights or remedies, Customer otherwise may have hereunder or at law, including but not limited to damages for breach of the Contract, if any of the undertakings or requirements of this Attachment have not been complied with or fulfilled by Supplier in any material respect, Customer shall have the right:

- (a) to suspend payment and/or require reimbursement of any advance payment made under the Contract, and/or
- (b) to suspend and/or terminate the Contract for Supplier's default with immediate effect pursuant to Clause 15.

APPENDIX 2 – FUNDAMENTAL PRINCIPLES OF PURCHASING (FPP)

Suppliers are required to comply with and to make sure that their own suppliers and subcontractors comply with applicable laws, as well as principles equivalent to those set forth in the Universal Declaration of Human Rights, the fundamental Conventions of the International Labour Organization, the United Nations Guiding Principles on Business and Human Rights, United Nations Global Compact, the Voluntary Principles on Security and Human Rights, and the OECD Guidelines for Multinational Enterprises.

Effective policies and procedures should be implemented, in particular with respect to the principles set out below.

• Respecting human rights at work:

Ensure that working conditions and remuneration of workers preserve human dignity and are consistent with the principles defined by the Universal Declaration of Human Rights and by the fundamental Conventions of the International Labour Organization.

Prohibition and prevention of child labour

Prohibit employment of workers under the age of 18 for hazardous and night work, and prohibit employment of workers under the age of 15, except where local law provides for greater protection for the child.

Prohibition and prevention of forced labour

Ensure that no worker is coerced to work against his/her will through the use of violence, intimidation, financial coercion or threat of penalty or sanction.

Prohibit confiscation of workers' identity documents, provided that where local law requires such document to be retained, workers must have immediate and automatic access to such documents.

Ensure that no recruitment fees are charged to the worker.

Working conditions, remuneration and compensation

Establish an employment contract.

Provide a living wage and ensure compliance with a maximum number of working hours, adequate rest time and parental leave.

Document compliance with such requirements.

Health and Safety at work

Provide a healthy and safe workplace where workers are protected from accidents, injuries, and work-caused illness.

When accommodation is provided by the employer, ensure that it is safe, clean and adequate as a living space.

Prohibition and prevention of discrimination and harassment at the workplace

Prohibit harassment and practices resulting in discriminatory treatment of workers with particular attention to recruitment, compensation, benefits or termination.

Freedom of speech, association and collective bargaining, freedom of thought, conscience and religion

Allow workers to choose whether to be member of a collective bargaining organization. In countries where such right is restricted, ensure employees have the right to participate in a dialogue about their collective work situation.

Grievances and Concerns

Ensure workers can express grievances and concerns without fear of reprisal.

• Protecting health, safety, and security:

- Perform risk analysis and assessments in these areas and implement appropriate means to prevent those risks;
- Establish a system for monitoring events that occurred in these areas.

• Preserving the environment:

- Implement an appropriate environment risk management system, in order to identify and control the environmental impact of activities, products or services, to continuously improve environmental performance, and to implement a systematic approach to define environmental objectives, achieve them and demonstrate that they have been achieved;
- Undertake the improvements needed for protecting the environment;
- Limit the impact of industrial activities on the environment.

• Preventing corruption, conflict of interests, and fighting against fraud:

- Fight against fraud;
- Prevent and ban any form of corruption: active or passive, private or public, direct or indirect;
- Avoid conflicts of interest, in particular when personal interests may influence professional interests.

• Respecting the competition law:

- Comply with the applicable competition law.

• Promoting economic and social development:

- Create a climate of trust with stakeholders, engaging in a dialogue with local communities, promoting local sustainable development initiatives, and giving local companies the opportunity to develop their business.

Compliance with these laws and principles may be audited.

APPENDIX 3 – HYGIENE, SAFETY, AND THE ENVIRONMENT POLICY

1. Definitions

Commencement Date means the date when Supplier is requested to be ready to perform its obligations under the Purchase Order.

Environment: soil, subsoil, water, air, species and their habitats and interactions.

HSE: hygiene, safety and the environment.

HSE Event: an HSE Incident, a Near-Miss or an abnormal situation or action including those that deviate from a standard, specification, procedure or rule.

HSE Incident: any sudden event on a given date which causes injury, illness or death, damage to assets or property, loss of production, or harm to the Environment or to Customer or any of its Affiliates' corporate image.

HSE Management System means one of the components of the global management system of a Party contributing to the management of the HSE risks involved in any of its activity related to the Contract or the performance of its obligations under the Contract. It includes the organisational structure, the planning activities, the responsibilities, practices, procedures, processes and resources (i.e. property and equipment and Personnel) for establishing, implementing, reviewing and maintaining the HSE policy and continuously improving the HSE performances.

Near-Miss: any event not constituting an HSE Incident but which, in slightly different circumstances, might have generated identical consequences to those of an HSE Incident.

Resources means tools, devices or machinery necessary to perform Supplier's obligations under the Contract.

2. General

- 2.1 Customer places and requires Supplier to place the highest importance and priority on HSE matters at all levels of its organization during the performance of the Contract.
- 2.2 In performing its obligations under the Contract, Supplier shall at its own cost, and shall cause its Subcontractors to, take all the appropriate precautions and measures to (i) safeguard the health of the people that may be affected by the performance of the Contract, (ii) ensure high safety levels in performing the Contract, (iii) avoid or mitigate negative impacts on the environment and (iv) protect Customer's property, equipment and personnel at the Site.

3. HSE Compliance

- 3.1 In performing its obligations under the Contract, Supplier shall comply, and shall cause its Subcontractors to comply, with:
- (a) All Applicable Laws relating to HSE matters;
 - (b) The HSE standards that would be expected in accordance with Good Industry Practice;
 - (c) Customer's Golden Rules for safety at work;
 - (d) The rules, regulations and operating procedures prevailing on the Site with respect to HSE matters and Site access conditions;
 - (e) Any process and procedures relating to simultaneous operations and work permits on the Site;
 - (f) HSE plans, work authorisations and other associated permits (including hot work permit, confined space entry permit, digging permit);
 - (g) Any specific requirements set out in this Appendix "Hygiene, Safety and the Environment".
- 3.2 Supplier shall take into account any additional opportunities to reduce risks in terms of HSE.

4. Supplier's Corporate HSE Policy and HSE Management System

- 4.1 Supplier shall maintain and implement a corporate HSE policy consistent with Good Industry Practice in HSE matters and with Customer's HSE policy.
- 4.2 Supplier shall maintain and implement a HSE Management System consistent with its Corporate HSE Policy and with Customer's HSE management system, including all relevant procedures to ensure:
- (a) prevention and mitigation of HSE risks;
 - (b) compliance with the provisions of Article 3 of this Appendix;
 - (c) monitoring, and reporting to Customer, of the implementation of the requirements of this Appendix "Hygiene, Safety and the Environment", and monitoring progress against HSE objectives pre-established by Supplier;
 - (d) the qualification and the ability of Supplier's Personnel to carry out the required tasks and the correct maintenance and adaptedness of processes, tools, materials and the equipment to the HSE risks associated with the performance of the Contract.
- 4.3 Supplier shall give evidence of its Corporate HSE Policy and HSE Management System and their implementation upon request of Customer. Where the HSE Management System has been certified, information to be provided with respect to such certification shall include level and duration of certification. Any modification relating to such certification shall be communicated without delay to Customer.
- 4.4 Data on Supplier's HSE performance at the Site may be used freely by Customer for regular internal and/or external reporting or publication.

5. HSE Plan

- 5.1 Before the Commencement Date, Supplier shall:
- (a) perform a Site visit and survey to assess the HSE conditions;
 - (b) perform a HSE risk analysis, using adequate analysis methods, and covering all HSE risks likely to result from the performance of the Contract. Such HSE risk analysis shall fully take into account any information made available by Customer concerning local specificities impacting HSE;
 - (c) on the basis of the above, establish a HSE Plan consistent with the provisions of this Appendix, and setting out the HSE requirements (namely all the appropriate precautions and measures to prevent and mitigate HSE risks) relevant to the specificities of the Contract, taking into account all Supplier's procedures necessary for the proper performance of the Contract.

- 5.2 The HSE Plan shall be drawn up and communicated to Customer before the Commencement Date.
- 5.3 Any modification to the HSE Plan during the course of the Contract shall be communicated to Customer before starting the concerned work.
- 5.4 Supplier shall be responsible for performing its obligations under the Contract in compliance with the HSE Plan.

6. Supplier HSE Organisation

- 6.1 Supplier shall give evidence to Customer upon its request that it has an organization and all the necessary resources to adequately implement Supplier HSE Plan.
- 6.2 Supplier shall ensure that Supplier's Personnel are aware of and committed to its Corporate HSE Policy, its HSE Management System, the HSE Plan and the task risk assessments required under Article 7 of this Appendix.
- 6.3 Supplier shall appoint a HSE representative responsible for (i) supervising and monitoring the implementation of Supplier HSE Plan and the HSE rules in force at the Site and (ii) communicating with Customer. Supplier shall inform Customer of the contact details of such HSE representative.
- 6.4 Supplier shall be responsible for ensuring at its own cost the safety of all personnel involved in the performance of the Contract. This shall include, inter alia, the providing of appropriate personal protective equipment.
- 6.5 Supplier shall demonstrate to Customer upon its request evidence of a safety information handover system for shifts and crew change and shall be responsible for its implementation.
- 6.6 Supplier shall set up a medical fitness control policy and shall be responsible for its implementation. Supplier shall, and shall cause its Subcontractors to, perform all relevant and timely assessments to ensure that Supplier's Personnel involved in the performance of its obligations under the Contract are medically fit for the job they are assigned to.
- 6.7 The medical fitness files of Supplier's Personnel must be available for presentation at all times to all competent authorities in the course of the performance of the Contract.
- 6.8 The language used in managing all HSE issues shall be appropriate to ensure proper communication among Supplier's Personnel and with Customer's personnel.

7. Work permit process

- 7.1 Supplier undertakes to comply with the work permit process applicable on the Site.
- 7.2 Within this framework, Supplier shall in particular:
- (a) Provide Supplier's Personnel with initial training on the work permit process and keep their skills maintained over time;
 - (b) Ensure that the hazards related to the tasks have been formally identified, and that the associated risks have been analysed and assessed;
 - (c) Not start performing any of its obligations under the Contract without holding a duly validated work permit wherever such permit is required;
 - (d) Promptly stop the intervention and inform Customer in the event of discrepancy between the conditions set out in the work permit and the actual conditions of the intervention.

8. Communication with Customer

- 8.1 Supplier shall set up and implement a HSE monitoring and reporting system for Customer's benefit. Such system shall, inter alia, allow the reporting to Customer of any HSE Event as provided at Article 14 of this Appendix and of any risk likely to modify the HSE risk analysis provided at Article 5 of this Appendix.
- 8.2 Where relevant, prior to the commencement of performance of the obligations under the Contract, Customer and Supplier shall cooperate in implementing HSE measures with the aim of preventing HSE risks related to simultaneous operations.
- 8.3 Supplier shall actively participate in any HSE meetings organised by Customer at kick-off and/or during the course of the Contract.

9. Hazardous substances and materials, waste

- 9.1 All procedures involving the handling, storage, use or disposal of hazardous substances or materials, as defined by the Applicable Laws, for the performance of the Contract shall be addressed in the HSE Plan.

- 9.2 Supplier shall also take into account any list of hazardous substances and materials present on the Site, made available by Customer, as well as any assessment of the related HSE risks.
- 9.3 Customer reserves the right to deny Supplier the right to use certain hazardous substances or materials at the Site.
- 9.4 Supplier shall ensure that the safety data sheets and any other hazard information corresponding to any hazardous substances and materials used in the performance of the Contract shall be at all times available at Site to Customer.
- 9.5 Supplier shall set up an efficient waste management system complying with the Applicable Laws and with any specifications provided by Customer.
- 10. Environment**
- 10.1 Supplier shall identify and evaluate all potential impacts on the Environment related to the performance of the Contract and shall implement all appropriate measures to prevent and/or mitigate these impacts. These measures shall be included in the HSE Plan.
- 11. Subcontractors**
- 11.1 Supplier shall select its Subcontractors through an appropriate HSE qualification process having due regard to their HSE performance, their ability to implement an HSE policy consistent with Supplier's Corporate HSE Policy.
- 11.2 Supplier shall cause its Subcontractors to maintain and implement a HSE management system that is compatible with that of Supplier.
- 11.3 Supplier shall ensure that its Subcontractors are capable of complying with requirements identical to those set out in this Appendix.
- 11.4 Supplier shall set up and implement a system allowing it to monitor the HSE performance of its Subcontractors as well as their compliance with requirements identical to those set out by the provisions of this Appendix.
- 11.5 Supplier shall ensure that the HSE roles and responsibilities between Supplier and the Subcontractors are clearly defined.
- 12. Competency and Training**
- 12.1 Supplier shall inform Customer of the presence of any new Personnel, namely Personnel having less than six (6) months experience in the relevant type of activities or less than six (6) months presence on the Site and shall provide such new Personnel with an appropriate HSE support plan.
- 12.2 Supplier shall ensure that the HSE awareness of Supplier's Personnel is continuously maintained and enhanced through an appropriate training plan.
- 12.3 Supplier shall ensure that Supplier's Personnel attend any HSE induction program requested by Customer.
- 12.4 Before the start of the Contract, Supplier shall inform Supplier's Personnel assigned to perform its obligations under the Contract of the risks and measures implemented.
- 12.5 Supplier shall ensure that Supplier's Personnel hold at all times the certificates of proficiency necessary or useful to perform the obligations under the Contract.
- 12.6 Upon request by Customer, Supplier shall demonstrate that Supplier's Personnel have been provided a HSE training relevant for the performance of the obligations under the Contract at the Site, including a test on Customer's Golden Rules for safety at work. The content of the HSE training and certificates shall be made available to Customer upon request.
- 13. Emergency preparedness**
- 13.1 Upon request by Customer, Supplier shall communicate to Customer an emergency response procedure and have due regard to any comment by Customer.
- 13.2 Supplier shall ensure that Supplier's Personnel on the Site participate in any Site emergency drill organized by Customer and in programmed safety exercises.
- 14. HSE Event management**
- 14.1 Supplier shall without delay report to Customer any HSE Event on the Site or occurring during the performance of the Contract, taking into account the actual or potential severity of the HSE Event.
- 14.2 Upon the occurrence of an HSE Event, Supplier shall:
- take without delay all the necessary corrective and preventive measures to mitigate the effects of the HSE Event and prevent any new HSE Event, including if necessary by initiating modification of the HSE Supplier Plan;
 - provide Customer with all relevant information related to the HSE Event and assist Customer in the gathering of evidence and analysis of the causes of the HSE Event;
 - take full account of the findings of the analysis of the causes within its HSE Management System and the HSE Plan.
- 14.3 Any member of Supplier's Personnel who believes that a task, whether or not a part of Supplier's obligations under the Contract, is unsafe or could lead to an HSE Event, shall be entitled, with no personal repercussion, to request the suspension of such task until resolution of the concern.
- 14.4 Without prejudice to the provisions of Article 17 of this Appendix, Customer reserves the right to direct any emergency response measures.
- 14.5 In case of an illness or bodily injury or search and rescue operations involving Supplier's Personnel, Customer will endeavour to provide assistance to Supplier's Personnel. Supplier shall defend, indemnify and hold harmless Customer and any of its Affiliates from any claim arising out of or in connection with Customer or any of its Affiliates providing, failing or inability to provide such assistance and/or the performance of such operations.
- 14.6 The costs of such assistance provided by Customer to Supplier's Personnel shall be borne by Supplier.
- 15. HSE Audits**
- 15.1 Supplier shall include in the HSE Plan and perform periodical inspections and internal HSE audits of Supplier's Personnel and Supplier's Resource during the performance of the Contract at the Site. The observations made during these audits must be communicated to Customer and translated into a regularly reviewed action plan.
- 15.2 Supplier shall regularly audit the performance of its HSE Management System and its implementation.
- 15.3 Audits may be conducted by Customer under Clause 8 on any HSE aspect of the performance of the obligations under the Contract.
- 15.4 Supplier shall conduct regular safety observations, covering all of Supplier's Personnel involved in the performance of its obligations under the Contract. The results of its observations must be communicated to Customer.
- 16. Site clean-up**
- 16.1 Upon completing all or part of the obligations under the Contract on the Site, Supplier shall remove, at its own expense and responsibility:
- all Supplier's Resource;
 - temporary installations;
 - any wreck, debris and generally any waste; and,
 - unless otherwise agreed, any surplus of materials.
- 16.2 Supplier shall clean up and, where relevant, restore and rehabilitate the Site in compliance with this Appendix.
- 16.3 If Supplier fails to satisfy the above requirements, Customer, following prior notification to Supplier, shall have the right to perform (or have performed) removal, clean-up, restoration and rehabilitation operations at Supplier's cost and expense, at any time.
- 17. Consequences of non-compliance**
- 17.1 Without prejudice to any other provision of the Contract, in the event of non-compliance by Supplier with any of the provisions of this Appendix, Customer:
- may promptly notify Supplier that Customer is or will take, at Supplier's expense, all appropriate measures to correct such non-compliance should Supplier fail to meet its obligations without delay or within the time set out by Customer;
 - reserves the right to deny access to, or the continued presence of, Supplier or any member of Supplier's Personnel on the Site;
 - may suspend the performance of any or all parts of its obligations under the Contract in accordance with the provisions of the Contract;
 - may terminate the Contract in accordance with the provisions of Clause 15 of the General Terms.
- 17.2 In the event of a fatality on the Site, Customer may suspend the performance of any or all parts of the obligations under the Contract in accordance with the Contract.

Signature: Date:

Name:
for and on behalf of TotalEnergies Marketing UK Limited

Signature: Date:

Name:

Position:

for and on behalf of the Contractor

Name of Contractor: