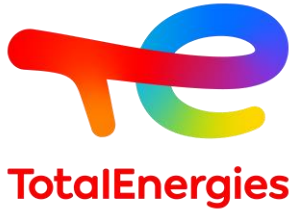
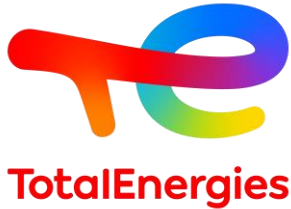


## STANDARD TERMS AND CONDITIONS OF SALE FOR PETROLEUM PRODUCTS

- Introduction** 1 The following are the standard terms and conditions (these “Standard Terms”) applicable to the sale and delivery by TotalEnergies Marketing Puerto Rico Corp., a Puerto Rico corporation (registry no. 80482) (the “Company”), of the petroleum products (collectively, the “Products”) specified in the invoice or purchase order (such invoice or purchase order, the “Purchase Order”) to which these Standard Terms relate or are otherwise annexed, attached or transcribed and which are to be sold and delivered to the buyer specified in said Purchase Order (the “Buyer”) or other agreement in place between Buyer and the Company.
- Application** 2 These Standard Terms apply to Buyer’s that have not signed contracts and/or any other formal agreements with the Company, as well as, contracts executed for the sale of Total Branded fuels and products through the Company’s retail network of service stations.
- Purchase Orders** 3 All orders accepted by the Company from the Buyer are accepted on the terms, conditions, limitations and exceptions set forth in these Standard Terms and on no other terms, conditions or exceptions. No other terms, conditions, representations or warranty of any nature whatsoever shall be added hereto unless expressed in writing and signed by an officer of the Company. No servant or agent of the Company has authority to agree to any oral variation or modification of or addition to these Standard Terms in any circumstances whatsoever. Except as otherwise herein provided, all conditions and warranties, express or implied, statutory or otherwise, relating to the Products, or to any container or package in which such Products may be supplied, are hereby excluded and disclaimed insofar as may be permitted by law. The acceptance of delivery of the Products shall constitute acceptance by the Buyer of these Standard Terms.
- Security Interest** 4 The Buyer hereby grants and assigns to the Company a security interest and lien in all of the Buyer’s right, title and interest in and to the Products and all cash and non-cash proceeds thereof, as security for the payment by the Buyer of all outstanding amounts due under these Standard Terms, the Purchase Order and/or any other related contract in connection with the sale and delivery of the Products to the Buyer, including, without limitation, the Price (as hereinafter defined). The Buyer agrees that the Company, at any time, may file any financing or continuation statement or other document in such offices as the Company may deem necessary or appropriate in order to perfect, continue and maintain such security interest, and the Buyer, upon request of the Company, agrees to execute and deliver any such financing or continuation statement or other document and to do such further acts and things in connection therewith.
- Remedies** 5 Upon the failure by the Buyer to pay the Price (or part thereof) for the Products or any other sum in the amounts and on the dates set forth under these Standard Terms, the Purchase Order and/or any other contract in connection with the sale of the Products to the Buyer, the Company shall be entitled to: (i) declare all outstanding amounts (including, without limitation, the Price) owed to the Company under these Standard Terms, the Purchase Order and/or such other contract to be immediately due and payable; (ii) exercise all rights and remedies of a secured party under the Puerto Rico Commercial Transactions Act and other applicable law; (iii) repossess the Products in accordance with the Puerto Rico



<b>Delivery/Risk</b>	6	<p>Commercial Transactions Act and other applicable law; and/or (iv) suspend any further deliveries of the Products to the Buyer.</p> <p>Where the Products are delivered in bulk through hose, delivery shall be deemed to take place and risk to have passed to the Buyer when such Products pass from the vehicle's permanent hose pipe connection (or, in the case of delivery by road tanker, from any hose pipe of the Company attached thereto). In all other cases delivery shall be deemed to take place and risk to have passed to the Buyer on transfer of possession of such Products to the Buyer or its agent. All orders are accepted subject to availability of the Products and (except in the case of lubricating oils and greases in which case delivery may take longer) the Company will endeavour to deliver the same to the Buyer within forty-eight hours of the receipt of the Buyer's order, weekends and public holidays excepted. Time shall not be of the essence in making delivery. No liability is accepted by the Company for any loss or damage whatsoever caused by any delay in deliver, howsoever arising. The Buyer shall take deliver at any time when its premises are open for business and outside such opening hours if agreed in writing.</p>
<b>Quantity</b>	7	<p>(i) The measurement of quantity by the Company shall be accepted by the Buyer as conclusive evidence of the quantity delivered in the absence of manifest error. The Buyer may be present to witness and confirm delivery, but this intervention shall not be permitted to delay the delivery. The Company does not accept any responsibility whatsoever for discrepancies in the Buyer's tank dip rod or other measuring devices. Any dispute by the Buyer must be notified to the Company both verbally within twenty-four hours of such delivery and in writing within five days of such delivery.</p> <p>(ii) Under no circumstances may the Buyer or any of its representatives mount any vehicle used for that delivery and the Company shall be entitled to suspend or stop delivery in any such event.</p>
<b>Payment</b>	8	<p>(i) Payment of the price (the "<u>Price</u>") specified in the Purchase Order shall be made in full by the Buyer in cash at the time of delivery or on such other dates and amounts specified in the Purchase Order, subject always to the right or the Company to demand payment by banker's draft or alternatively by direct debit at the time of delivery or as otherwise agreed in writing.</p> <p>(ii) In the event of a late payment of any amount due pursuant to the Purchase Order, the Buyer shall pay to the Company interest on any such overdue amount at the legal interest rate in the jurisdiction of Puerto Rico, and a late payment fee equivalent to 5% of the overdue amount.</p> <p>(iii) Time of payment is of the essence.</p>
<b>Returnable Packages</b>	9	<p>(i) The deposit charged on any returnable packages shall be paid at the same time as payment for Products contained therein or at the time of delivery of the Products, whichever occurs first. Packages on which no deposit is charged may not be returned.</p> <p>(ii) If returnable packages are returned to the Company carriage paid and reach the Company in condition fit for the Company's immediate use the amount of the deposit paid shall be credited to the Buyer in full. The Company's certificate as to the condition of any package upon its receipt by the Company shall be final and conclusive.</p>
<b>Limitation of Liability</b>	10	<p>The Company shall not be liable for any loss or damage above such maximum amount nor for any special or indirect loss or damage or for loss of revenue or of anticipated profits, loss of production, loss of contracts or otherwise caused by or arising out of or in connection with the sale and delivery of the Products, and the</p>



Buyer shall indemnify and hold harmless the Company against all claims which may be made against the Company for such loss or damage and against all costs and expenses incurred by the Company in connection therewith including the costs and expenses of investigating any such claims.

**Means and Delivery and Storage**

- 11 (i) (a) Where delivery is taken at the Buyer's premises, the Buyer shall provide safe access for the vehicles of the Company or its agents between public highway and the actual point of delivery and in the case of delivery by rail shall be responsible for discharging the Product and shall observe all the conditions of all licenses and permits issued in connection with the Buyer's operations and all environmental and health and safety laws and regulations. In particular the Buyer shall not allow any smoking or naked lights, nor permit any stoves, electric or gas, fires or radiators to function in the vicinity of such point of delivery.
- (b) Where delivery is taken at the Company's premises, the Buyer shall comply with the environmental and health and safety regulations for the time being in force and with the conditions of all licenses and permits issued in connection with the Company's operations and which are applicable thereto (copies of both of which may be obtained on request). In particular the Buyer shall not allow any smoking or naked lights in the vicinity of such of delivery.
- (ii) The Buyer shall take delivery of the full quantity of the Products ordered by the Buyer and shall thereafter provide sufficient, safe and suitable bulk storage for such Products. In particular the Buyer shall comply with all applicable laws, rules, regulations and orders relating to delivery and storage of petroleum products.
- (iii) Delivery is conditional upon the Buyer or its representative being in full time attendance during the delivery, unless a written agreement is entered into between the parties by which the Buyer or its representatives is allowed to be absent during delivery.
- (iv) The Buyer shall fully indemnify the Company against all claims which may be made against the Company for loss or damage caused by or arising out of or in connection with any breach by the Buyer of the provisions of these Standard Terms and against all costs and expenses incurred by the Company in connection therewith including the costs and expense of investigating and defending any such claims and any costs incurred by the Company in remediating any spillages or contamination caused by the Buyer.

**Health, Safety and Environment**

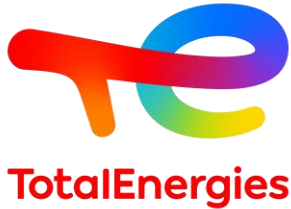
- 12 (i) The Company also gives notice that the Products, which are or may be sold directly to the general public, are sold in containers which display any necessary hazard information as part of the container identification label. The Buyer undertakes to comply with any stated conditions for the prevention of health and safety hazards.
- (ii) For bulk deliveries, the Buyer shall comply with the requirements set out in the Company's Safe Delivery System developed by the Company, failing of which the Company has the right to suspend deliveries until such time as the Buyer has remediated any such failure.

**Compliance with Laws**

13 The Buyer shall comply with all applicable laws, rules, regulations and orders relating to the transportation, delivery, storage, sale and use of the Products.

**Taxes**

14 All taxes (other than income taxes, but including sales and value added taxes and [excise taxes]), duties and other government charges now or hereafter imposed on the Products or on the Company (or required to be collected or paid by the Company) by reason of the transportation, delivery



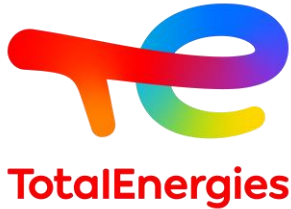
and sale of the Products to the Buyer will be paid by the Buyer in addition to the Price, and the Company may charge the Buyer for any such taxes, duties and government charges.

<b>Force Majeure</b>	15	The Company shall not be responsible for losses or damages caused by delays, failure to perform in whole or in part any obligation hereunder, or noncompliance with any of these Standard Terms when such delay, failure or noncompliance is due to or results from a case of Force Majeure. For purposes of these Standard Terms, the term " <u>Force Majeure</u> " means causes beyond the reasonable control of the Company, including, without limitation, acts of God, fires, war (declared or undeclared), embargoes, accidents, the case of industrial action, strikes, labour disputes, any circumstances at any Company's refinery or depot restricting the availability of petroleum products, acts in compliance with requests of any governmental authority or person purporting to act therefore, or any similar causes.
<b>Assignment &amp; No Waiver</b>	16	The Buyer shall not assign or transfer to any other third party or affiliate its rights or obligations under these Standard Terms, the Purchase Order and/or any other related contract, whether by voluntary assignment, by operation of law or otherwise. The Company may assign to any third party all or a portion of any rights to payment under these Standard Terms, the Purchase Order and/or any other related contract. No waiver or release by either party of any provision of these Standard Terms, the Purchase Order or any other related contract shall be binding unless confirmed in writing.
<b>Governing Law</b>	17	These Standard Terms, the Purchase Order and any other related contract shall be governed by the laws of the Commonwealth of Puerto Rico and the Court of First Instance of San Juan and the United States District Court for the District of Puerto Rico shall have exclusive jurisdiction to deal with disputes arising thereunder

## **ANTI-CORRUPTION**

Service Provider represents and warrants that it did not, and it will not, offer, pay, promise to pay, authorize the payment, or transfer, of an amount of money, a gift, anything of value or any other advantage, either directly or indirectly, to an official or any other person while knowing, or being aware of a high probability, that all or a portion of such money or object of value will be offered, given or promised, directly or indirectly, to an official, in order to: (i) secure any improper advantage or benefit in relation to the matters contemplated by this Agreement; (ii) affect or influence the act, decision or omission of such official; (iii) obtain or retain business related to this Agreement; (iv) direct business related to this Agreement to any person; or (v) obtain any other improper advantage or benefit.

For the purpose of this Section, an official shall refer to any officer or employee of any government or any department, agency, subdivision or instrumentality thereof, or any person acting in an official capacity on behalf of any such government, department, agency, subdivision or instrumentality, whether appointed, elected, honorary or employed, including any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization) and any officer or employee of a public international organization.



All invoices rendered to TEMPR shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the Agreement. TEMPR reserves the right to audit all payments made by or on behalf of Service Provider for services performed under this Agreement for the purpose of determining whether there has been compliance with this Section.

Service Provider represents and warrants that no Public Official or Close Family Member of a Public Official owns any beneficial interest in Service Provider's business or is a director, officer, or agent of Service Provider. This representation and warranty shall continue so long as this Agreement remains in effect. Service Provider agrees to notify TEMPR promptly and in writing of any developments that would or may affect the accuracy of the foregoing representation or warranty. Service Provider nor any employee or agent of contractor shall give to or receive from any director, employee, or agent of the TEMPR any gift, entertainment or other favor of significant value or any commission, fee or rebate. Service Provider or any employee or agent of Service Provider shall not enter into any business relationship with any director, employee or agent of the TEMPR, or any Affiliate, unless such person is acting for and on behalf of TEMPR, without prior written notification thereof to TEMPR. If any violation of this Section occurs, TEMPR may terminate this Agreement immediately, suspend payment and/or require any reimbursement of any advance payment made.

## **SUSTAINABLE DEVELOPMENT**

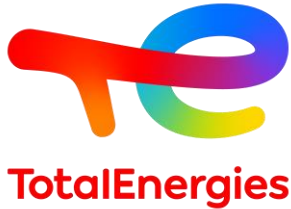
As part of the transformation to a multi-energy company, TotalEnergies has placed Sustainable Development at the center of its strategy, projects and operation. TotalEnergies Marketing Puerto Rico Corp. ("TEMPR") wishes to actively contribute to this goal of conserving our environment by delivering cleaner energy, developing our work teams, conserving resources, and creating the greatest possible value within the market we serve. We urge all our suppliers and contractors to join in us this goal. TEMPR will be monitoring the progress of your participation in this project.

## **FUNDAMENTAL PRINCIPLES OF PURCHASING**

In accordance with the fundamental principles set out in the United Nations Universal Declaration of Human Rights, the Conventions of the International Labour Organization, the United Nations Global Compact, and the OECD Guidelines for Multinational companies, Dealers, Contractors and/or Suppliers are required to comply with - and to make sure that their own suppliers and subcontractors comply with – current laws, as well as principles equivalent to those defined below:

### **• Respecting human rights at work:**

- Ensure that working conditions and remuneration of workers preserve human dignity and are consistent with fundamental principles defined and protected by the Universal Declaration of Human Rights, by the fundamental principles of the International Labour Organization, and in particular with rules relating to the prohibition of forced labor and child labor, workplace safety, the establishment of an employment contract, working time, rest and parental leave, treatment of discrimination and harassment at the workplace, freedom of speech, association and collective bargaining, freedom of thought, conscience and religion;
- Improve their standards and procedures concerning human rights at work.



• **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.

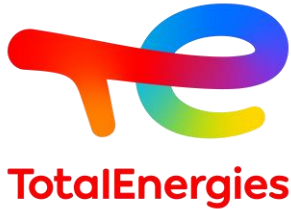
Compliance with these laws and principles may be audited.

## **EXTRACT OF THE CODE OF CONDUCT**

TotalEnergies is a world-class oil, gas and chemicals group with industrial and commercial operations spanning oil, gas, power generation, renewable energies, and chemicals in more than 130 countries. Our growth is based on shared core values. As a responsible industrial group, TotalEnergies is committed to supporting efficient and properly managed utilization of our energy sources and products. We take into account the needs of today's consumers and the interests of future generations through an active policy of environmental stewardship that is an integral part of our sustainable development strategy. We provide regular and transparent reports.

These business principles are our reference point and go hand-in-hand with the objective of continued growth, benefiting shareholders, customers and employees, and contributing to the economic and social development of the countries where we operate.

As a general principle, TotalEnergies: (a) observes the decisions of the United Nations and the European Union, especially with regard to the choice of where to set up operations; (b) is sensitive to the concerns expressed by international, European Union, governmental and non-governmental



organizations in matters concerning our operations; (c) observes the rules of free competition; and (d) rejects bribery and corruption in all forms, whether public or private, active or passive.

TotalEnergies strives to uphold: (a) the principles of the Universal Declaration of Human Rights; (b) the key conventions of the International Labor Organization; (c) The OECD Guidelines for Multinational Enterprises; and (d) The principles of the United Nations Global Compact.

**Shareholders.** TotalEnergies strives to earn the confidence of its shareholders, with the objective of providing them with a profitable investment. We regularly provide full and transparent information to all shareholders and are attentive to their concerns, specifically through the Shareholders' Advisory Committee. We comply strictly with applicable stock exchange regulations and report our activities accurately in our financial statements.

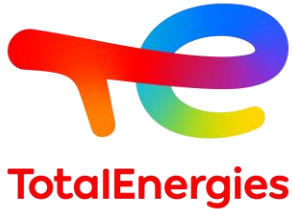
**Customers.** TotalEnergies provides customers with quality products and services and always strives to offer them the best performance at competitive prices for their particular requirements. We are attentive to our customers' needs, continuously monitoring, assessing, and improving our products, services, technology, and procedures to deliver quality, safety, and innovation at every stage of the development, production and distribution process.

**Employees.** TotalEnergies has confidence in the loyalty, motivation, competence, and sense of responsibility of its employees. We expect them to adhere to the highest standards of integrity and avoid any conflict of interest. We pay particular attention to our employees' wAT&Tg conditions, respecting individuals, avoiding discrimination, and protecting their health and safety. We include our employees in our development by encouraging the distribution of information, dialogue, and consultation. We respect their personal lives. We recruit personnel solely based on our requirements and the specific capabilities of individual applicants. We develop their professional skills and careers without discrimination regarding race, gender, or affiliation with a political, religious, or union organization or minority group. All employees have an individual performance appraisal with management once a year, at which objectives are set, performance assessed, and career development discussed. Career development is facilitated by appropriate training.

**Suppliers.** TotalEnergies is careful to respect each party's interests, with transparent and fairly negotiated contract terms. We expect our suppliers to adhere to principles equivalent to those in our Code of Conduct.

**Business Partners.** TotalEnergies applies its business Principles and Rules of Individual Behavior whenever it leads or operates a joint venture. When we do not lead or operate a venture, we require the leader or operator to apply principles that are compatible with our Business Principles and Rules of Individual Behavior.

**Host Countries.** In conducting its businesses, TotalEnergies respects the natural environment and the cultural values of host countries. TotalEnergies respects the sovereignty of all States and refrains from intervening in or funding the political processes. However, we reserve the right to express to governments our position concerning our operations, employees and shareholders and our belief in the importance of respecting human rights. Through our operations, we contribute the social and economic development in countries where we operate, particularly local communities. We comply with all applicable laws and regulations, especially concerning the environment, competition, and employment. TotalEnergies rejects all forms of bribery and corruption. In particular, TotalEnergies will



not resort to bribery or corruption “in order to obtain or retain business or other improper advantage in the conduct of international business”, as outlined in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

## **COMPLIANCE WITH INTERNATIONAL ECONOMIC SANCTIONS**

The parties must perform this Agreement in compliance with export control and international economic sanctions laws or regulations that apply to the Parties. Neither party shall be obligated to perform any obligations under this Agreement 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 (“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 this Agreement until the Affected Party may lawfully discharge such obligation or;
- ii. Terminate this Agreement where the Affected Party may not lawfully discharge such obligation.

TEMPR shall not be responsible for the payment of any damages to the other party in the event of a violation of Sanction Regulations.

TEMPR’s Sanction program will not be audited by any party.

Sanctions Regulations means any law, regulation, embargo or another restrictive measure (economic, financial, trade, etc.) relating to economic sanctions and export controls applicable to the parties, which is enacted, administered, imposed, implemented and/or enforced from time to time by any Sanctions Authority with jurisdiction over the parties and the products or services.

Sanctions Authorities means any competent authority of the United States of America, the European Union or de Republic of France in charge of enactment, administration, implementation and enforcement of Sanctions Regulations.

Sanctioned Person means any individual or entity listed on a Sanctions List.