

# GENERAL SALES CONDITIONS (GSC)

**TERMINOLOGY:** For greater clarity and understanding of these General Sales Conditions (GSC), the following terms means:

- Customer: purchasing party of the Products.
- Seller: TotalEnergies Marketing Guinea Ecuatorial SA (TEMGE).
- Day: understood as a working day, according to the official working calendar of Equatorial Guinea.
- Order: Order issued by the Customer and addressed to the Seller setting prices, quantities, terms and other conditions for the purchase of the Product.
- Product: merchandise owned by the Seller and subject of sale in the Order.

**GSC ACCEPTANCE:** These GSC shall govern the contractual relations between the Seller and its Customers, arising from the sales of Products that the Seller makes to the Customer for the orders placed by the latter and accepted by the Seller. These GSC are fully accepted by the Customer.

**PLACEMENT, ACCEPTANCE, MODIFICATION AND CANCELLATION OF ORDERS:** The contract is perfected with the Customer's Order and the Seller's acceptance. Any modification of an Order already accepted by the Seller, requested by the Customer, shall require the Seller's consent. The Customer may cancel the Order, with 24 working hours' notice prior to the scheduled loading date of the product. If the cancellation of the Order takes place after the deadline, the Customer shall be obliged to pay the full price of the Products ordered on the date on which the Order was placed.

**DELIVERY TIME AND PLACE:** Delivery shall be made in the agreed quantity, place and time subject to the commercial conditions stipulated in each Order accepted by the Seller. The Seller may modify delivery schedules or order the temporary suspension of scheduled deliveries as long as there is a prior written notice at least 1 day prior to delivery.

**PRICING:** Prices include all taxes and fees applicable on the day of delivery of the product. They shall include in any case, any modification arising between the day of the offer and the day of delivery of the product.

**VALIDITY DATE PRICES:** The price is valid for 3 working days from the date of issue of the proforma invoice.

**CUSTOMER OBLIGATIONS:** To pay the price of the Products sold under the conditions stipulated in the Order. To have adequate and sufficient facilities for the delivery, reception and storage of the Products on the expected delivery date. The Customer shall be liable for and shall hold harmless the Seller for any expenses and damages and/or losses arising as a result of the failure to comply with the obligation to receive the Product in adequate conditions on the scheduled delivery date.

**TRANSFER OF OWNERSHIP:** in case of logistics of the product by the Seller, the product is the property of the Customer from the moment it is delivered in the tank, whether it is the property of the Seller or of the Customer. In case of impossibility for the truck driver to deliver all or part of the ordered quantity in the tank, the Seller reserves the right to invoice the Customer for the transport costs.

**PAYMENT:** The invoiced amounts shall be deposited in the bank account indicated by the Seller or by nominative check in favour of the Seller within the agreed payment terms.

**WARRANTY:** The Seller warrants that the Products comply with the specifications agreed in the Order and that they comply with the laws of Equatorial Guinea.

**CLAIMS:** Claims on the delivered quantity of Product must be made at the time of delivery and recorded on the delivery note (BL). The Seller will not accept claims made outside the deadline. Complaints may be sent to [gq-servicioalcliente@totalenergies.com](mailto:gq-servicioalcliente@totalenergies.com) which will confirm the registration of the complaint within a maximum period of 2 days.

**RESPONSIBILITY:** Neither party shall be liable to the other for indirect, consequential, or lost profits. Seller shall not be liable for any claims, damages, costs or expenses incurred for personal injury, death, injury or damage to property or the environment arising out of or in connection with the storage, handling, sale, use or disposal of the Product by the Customer or its employees or contractors, or for failure to comply with HSE regulations.

**APPLICABLE LAW AND JURISDICTION:** The applicable law shall be the law of Equatorial Guinea. All disputes shall be settled by the courts of Malabo, Equatorial Guinea..