

## **GENERAL TERMS AND CONDITIONS OF SALE (“Agreement”) ExxonMobil Petroleum & Chemical BV\* (“EM”)**

1. Agreement(s) as used herein shall mean any order confirmation issued by EM or any other contractual arrangement between EM and customer. These general terms and conditions shall apply to and form part of all Agreements unless the parties have expressly agreed otherwise in writing. The Agreement constitutes the complete and entire understanding and agreement between EM and customer. No other general terms and conditions will have an effect on the Agreement. Deviations to this Agreement shall only be valid if expressly agreed in writing by the parties. In the event of a conflict between this Agreement and an EM order confirmation or invoice issued by EM, the EM order confirmation or invoice issued by EM (as relevant and as the case may be) shall prevail.
2. Title to the product shall transfer from EM to customer simultaneously with the transfer of risks as per applicable Incoterm (2020). For bulk product, title and risk shall transfer from EM to customer when the product passes the connecting coupling at loading or receiving installation, as per applicable Incoterm.
3. EM will use reasonable efforts to meet the planned delivery date which shall be deemed to be only approximate.
4. If customer is responsible for the transport of products, customer shall ensure that the means of transport is clean and dry, suitable for loading and carrying the products, and complies with the safety standards of EM and with the legal standards for such means of transport. The customer shall provide for appropriate and safe unloading facilities at the agreed place of delivery, including adequate emergency procedures and provide direct instructions and supervision to carrier during unloading operations. In case of non- or incomplete compliance with the above requirements, EM will be entitled not to load or cause to load this means of transportation, without any liability or obligation to compensation and shall not be obliged to make up any such deliveries.
5. EM reserves the right to require customer to pay a charge if a scheduled delivery cannot be effected (including, for the avoidance of doubt in the event non or incomplete compliance with the requirements of Article 4 above) or if a vehicle is unduly delayed at delivery if such abortive delivery or delay is the fault of the customer.
6. Where packaged product is delivered, there is no obligation on EM to take back the packaging material or to attend to processing, absent a mandatory legal obligation.
7. EM's determination of quantity and quality shall be binding for both parties, save in the case of fraud and/or manifest error. Bulk deliveries are determined by weight or by adjusting the volume of product at ambient temperature to the volume that it would be at fifteen (15)°C as per ISO 91-1 Petroleum Measurement Tables, with a tolerance of +/- 0.2%. The customer will accept deliveries that vary up to 10% from volume ordered (invoices will be made against volumes actually delivered). The customer shall inspect the product at delivery and inform EM in writing without delay of any inconsistencies.
8. Products shall be supplied by EM at the price applicable at the time and place of order, regardless of when the products are actually loaded, shipped, or delivered; provided, however, that if customer requests a delivery date that is more than fourteen (14) calendar days later than the date of order, then the prices are those in effect as of the requested date of delivery, regardless of when the products are actually ordered, loaded, shipped, or delivered.
9. Prices are exclusive of all taxes (such as, but not limited to, VAT), duties or other governmental charges, unless otherwise indicated. In addition to the price of the product, EM shall have the right to charge any taxes, duties or other governmental charges that now or in the future may be levied, in connection with the manufacture, sale, transportation, storage, handling, delivery, use, possession of or disposal of the product or raw materials used in it. VAT and excise tax exemptions granted on request of customer in accordance with legislation or administrative regulations imposed by any lawful authority, shall be the exclusive responsibility of customer who shall indemnify EM in respect of any VAT or excise tax liabilities arising therefrom.

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\* Further information on ExxonMobil Petroleum & Chemical BV is available on:  
<http://www.exxonmobil.be/en-be/company/locations/belgium/legal-information-belgium-only>.

10. EM will invoice customer and customer will pay the invoice in the currency stated on the invoice, without any discount, deduction or set off, so that EM's designated bank account is credited with the full invoiced amount within 14 days from the invoice date (unless otherwise agreed by the parties in writing or as otherwise stipulated in such invoice).

11. Failure by customer to pay on the due date shall make all sums owing by customer to EM on any account whatsoever immediately and automatically due and payable, without prejudice to EM's right to charge automatically and without giving any notice the statutory late payment interest rate as defined in applicable legislation on combating late payment in commercial transactions.

12. EM reserves the right to set-off and/or recoup past due amounts owing to EM by customer against, or withhold such amounts from, any payments due to customer.

13. If one party has objective reasons to conclude that the financial status of the other party becomes impaired or unsatisfactory, or in case of late payment, it may require the other party to provide adequate securities, including cash in advance, for the timely payment of future deliveries, absent which it may suspend its supply obligations, which may be cumulative.

14. Health and safety information relating to handling and use of products are in the Safety Data Sheets (SDS) that EM has sent or will send to customer. Customer shall notify EM if customer has not received such information by the delivery date. EM will assume that customer has received the necessary information absent notification from customer. Customer shall provide such health and safety information to anyone including without limitation its employees, contractors, agents or customers who may be exposed to the product. Customer warrants that it possesses the necessary expertise for handling products of the type being supplied hereunder and that it will take the steps necessary to review and understand that information contained on the SDS for each product it purchases. While the SDS is being supplied in good faith, no guarantee is made as to the accuracy or completeness of any data or statements contained therein. Such data and statements are offered only for customer's and its users' and customers' considerations, investigation and verification.

15. EM warrants that product purchased under this Agreement will meet in all material respects the specifications set forth in the relevant EM Product Data Sheet at the date of delivery. EM warrants that any services purchased under this Agreement will be performed in a good and workmanlike manner. EM gives no other guarantees or warranties, express or implied, as to the quality, merchantability, fitness for purpose or suitability of the product, unless explicitly agreed in writing between the parties.

EM's maximum liability for all claims for any reason is the sales price of the product involved and EM shall not be liable for indirect or consequential damage. This is without prejudice to any overriding mandatory provisions of applicable law. Claims by customer are waived unless made in writing within 15 days from date of (non-) delivery. In case of latent defects, customer shall inform EM without delay and provide EM with reasonable opportunity to inspect the product and take samples. Customer shall indemnify and hold EM harmless in respect of all claims for which EM is not liable.

16. Customer may use and display the trademarks of EM or any of its Affiliates only with the prior written consent of EM and only in such manner as prescribed by EM. The customer may not use the trademarks in any manner that will bring EM's name into disrepute. An Affiliate is for EM: Exxon Mobil Corporation or any company in which Exxon Mobil Corporation owns or controls, directly or indirectly, 50 % or more of the voting stock. Notwithstanding the before-mentioned, Customer may use EM or its Affiliates' trademarks solely to advertise and market the specific branded products purchased, provided however that Customer shall not use EM or its Affiliates' trademarks in a manner that implies any special relationship, endorsement, affiliation or sponsorship between Customer and EM or its Affiliates. Customer agrees to make any changes to its use of the trademarks upon EM or its Affiliates' request, such changes to be at EM or its Affiliates' sole discretion.

17. Neither party shall be liable for any delay in performance or non-performance in whole or in part caused by circumstances beyond the reasonable control of the party affected including, but not limited to, acts of God, fire, flood, war, accident, explosion, breakdowns of machinery, labour disputes, terrorist activity, or the threat of one of these events, criminal enterprise, sabotage, diminishment, or failure of power, telecommunications, data systems or networks; inability to obtain energy, utilities, equipment, transportation, the product deliverable under this Agreement, or the feedstock from which the product is directly or indirectly derived; or good faith compliance with any regulation, direction or request (whether ultimately determined to be valid or invalid) made by governmental authority or any person or persons purporting to act for such an authority. Notwithstanding any other notice requirement in this Agreement, actual notice (e.g., phone, email, and letter) to the other party of a delay or failure described in this provision will constitute effective notice for purposes of this provision.

Regardless of the occurrence or non-occurrence of any of the circumstances set forth above, if for any reason, supplies of, or distribution logistics for, the product deliverable under this Agreement or of the feedstock from which the product is directly or indirectly derived from any of EM's then existing sources of supply are curtailed or cut off, EM shall have the option during such period of curtailment or cessation to apportion fairly among its customers including EM Affiliates and whether under contract or not, such product as may be received in the ordinary course of business or manufactured at EM's plant.

EM shall not be obliged to purchase or otherwise obtain alternative supplies of product deliverable under this Agreement, or the feedstock from which product directly or indirectly is derived. Nor shall EM be obliged to settle labour disputes, run down inventories below normal levels, adapt or vary its manufacturing plan except at its own sole discretion, or to take any steps other than in accordance with good business practice to make up inadequate supplies or to replace the supplies so curtailed or cut off. EM shall not be obliged to make up deliveries omitted or curtailed under this Agreement. Any such deficiencies in deliveries shall be cancelled with no liability to either party, it being agreed, however, that a force majeure situation hereunder shall not entitle either party to cancel this Agreement.

Nothing in this Article is intended to exclude either party's liability resulting from its gross negligence or willful misconduct.

18. In case of any material breach of this Agreement by a party, the other party may, without giving prior written notice or without undertaking any recourse to legal proceedings, suspend its further performance, terminate the Agreement or require specific performance by the other party of the Agreement in whole or in part, without prejudice to its right to damages for any losses incurred subject to Article 15.

19. Neither party may assign this Agreement without the written consent of the other party save in the case where such assignment is to an EM Affiliate and prior written notice has been given to the customer.

20. EM informs customer that any information relating to an identified or identifiable natural person ("individual"), in particular business contact details of customer's personnel and contractors, which is communicated by or on behalf of customer to EM ("personal data"), will be subject to data processing by EM. To learn more about the processing of personal data and about individual's rights in relation to the processing, read the EM data privacy notice. Customer shall inform its personnel and contractors and other relevant individuals of the EM data privacy notice. See: <http://www.exxonmobil.be/en-be/company/locations/belgium/legal-information-belgium-only>

21. The parties agree to comply with all laws and regulations applicable to this Agreement or to the parties (including competition laws and trade laws, such as those imposing trade sanctions on countries, individuals, or entities and/or regulating the export, re-export, import, transfer, release, disclosure, provision or end use of goods, software, or technology).

Notwithstanding any other provision in this Agreement or any other document, neither this Agreement nor any other document shall require the parties to take or refrain from taking any action, or to furnish any information prohibited or penalized under the sanctions, export control or anti-boycott laws and regulations of the United States, the European Union, any EU member state, the United Kingdom and/or Norway as applicable.

The parties acknowledge that the product provided by EM or its Affiliates to customer or its Affiliates under this Agreement may be subject to laws or regulations restricting their export, re-export, import, transfer, release, disclosure or provision to certain governments, legal entities or individuals and/or to certain destinations, and the parties will comply with all applicable EU and U.S. requirements in this regard. Customer represents and warrants that it will not sell, export or re-export, directly or indirectly, product provided by EM or its Affiliates to customer or its Affiliates under this Agreement to (or for use in) the Russian Federation, Belarus, or other countries, regions, persons or entities that are subject to sanctions or export controls applicable to the product provided under this Agreement. Further, to the extent that customer sells or otherwise transfers the product to a third party, customer agrees to take appropriate measures, including due diligence on the product's ultimate end use and location of end use, to ensure that such third parties do not export to a country, region, person, or entity to which customer itself has agreed not to export pursuant to the above. If requested by EM, customer shall provide to EM an end user certificate for products sold to customer.

Customer shall immediately inform EM about any problems in applying the preceding paragraphs of this Article 21. Customer shall make available to EM information concerning compliance with the obligations under such paragraphs within two (2) weeks of the simple request of such information.

A breach of any provision in this Article 21 is deemed to be a material breach for purposes of Article 18.

22.a. If any provision hereof be finally determined to be inconsistent with applicable law, such provision shall be deemed amended or omitted without affecting the validity of any other provision hereof.

22.b. Any failure or delay by EM to enforce any of its rights or require performance by customer of any of its obligations under this Agreement, shall not be construed as a waiver of such rights or obligations.

23. EM complies with its "Standards of Business Conduct" which are available via <http://www.exxonmobil.be>. The parties represent, warrant and undertake to each other with respect to this Agreement that they shall comply with all applicable anti-bribery and anti-money laundering laws, rules, and regulations of any government, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, 2010, the French Sapin 2 Law, and any applicable country legislation including (but not limited to) those implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions as such laws and regulations may be amended or updated from time to time. In particular, each party represents and warrants to the other that with respect to this Agreement it has not made and will not make any payments and/or has not given and will not give anything of value to officials, officers or employees of the government of the country in which the product to be sold and purchased under this Agreement originated and/or was delivered, or to any agency, department or instrumentality of such government, and/or to any other person which would violate the above-referenced laws and regulations.

24.a. This Agreement between EM and customer shall be governed by the laws of Belgium (excluding its rules on conflict of laws). Neither the Uniform Law on the International Sale of Goods ('ULIS'), nor the United Nations Convention on Contracts for the International Sale of Goods 1980 ('CISG') shall apply.

24.b. The parties agree that Articles 5.74 and 5.97 of Book 5 of the Belgian Civil Code do not apply to this Agreement.

24.c.(i) If customer's registered office is located within the territory of the European Economic Area ('EEA'), any disputes between EM and customer arising out of or in relation to this Agreement shall be of the exclusive jurisdiction of the Courts of Antwerp.

24.c.(ii) If customer's registered office is located outside the territory of the EEA, any disputes arising out of or in relation to this Agreement shall be finally settled under the CEPANI Rules of Arbitration by three (3) arbitrators appointed in accordance with said Rules. The seat of the arbitration shall be Brussels. The arbitration shall be conducted in the English language.