

# GENERAL TERMS AND CONDITIONS OF PURCHASE

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## ARTICLE 1 – DEFINITIONS

These General Terms and Conditions of Purchase are hereinafter referred to as "GTCP" or the "Conditions". In these Conditions, the following terms shall have the meanings set out below:

**"Affected Party"**: has the meaning assigned to it in article 22.3

**"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, orders and the like whether of governmental, federal, national or local authority or other agencies or other authority having jurisdiction over the Parties, the Supply, the equipment of the Supplier or any of them and which are or may become applicable, including Sanctions Laws / Regulations.

**"Conformity" or "in Conformity"**: the conformity of the Supply is determined with regard to:

- the specifications provided and/or approved by the Customer and/or any expected results set out in the Contract;
- the other provisions of the Contract;
- the prevailing industry standards; and,
- any applicable statutory provisions;

**"Contract"**: the set of contractual documents concerning the Supply and governing the relationship between the Supplier and the Customer, including in particular in descending order of priority:

- (a) the Order Form,
- (b) where applicable, any specific terms and conditions and their appendices,
- (c) the GTCP and attachment(s),
- (d) any other documents issued by the Supplier, as the case may be, which the Customer expressly agrees to incorporate into the Contract.

**"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"**: any entity of the TotalEnergies referred to in the Contract. The Supplier hereby expressly acknowledges and accepts that there will be no joint and several liability between the Customer, on the one hand, and TOTAENERGIES SE or any other legal entity forming part of the TotalEnergies, on the other hand. Consequently, each ordering legal entity will remain solely responsible for the performance of its obligations towards the Supplier arising out of or in relation to the Contract.

**"Force Majeure"** means the effective occurrence of any act or event which is:

- a. unforeseeable,
- b. insurmountable,
- c. outside the control of the Party which invokes it, and
- d. which renders said Party unable to comply with whole or part of its/his obligations under the Contract.

Provided such criteria are met all together, Force Majeure includes events such as acts of God (epidemic, tidal wave, lightning, earthquake, hurricane, flooding), war (whether declared or not), riots (other than among the personnel of the Supplier or the personnel of the Customer), civil or military disturbances, national or regional strikes (except strikes, lock-outs or other industrial disputes or actions limited to or originating with the personnel of Supplier or its Subcontractors), any Applicable Laws (except that Sanctions Laws/Regulations enacted after the effective date of the Contract shall be deemed unforeseeable), and acts of any court, government or governmental authority or any representative thereof.

**"Order Form" or "Order"**: the paper or electronic form (as part of electronic transactions) by which the Customer orders the Supply from the Supplier which shall include the following as a minimum:

- a description of the Supply, the article code number, the price of the Supply, the date and place of delivery and the quantity;
- the Customer's details;
- the reference number of the Contract.

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

**"Restricted Person"**: means any individual or entity which is listed, or is 50% or more (direct or indirectly) owned, or is controlled (if control is used under the relevant Sanctions Laws / Regulations), by 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, in charge of the enactment, administration, implementation and enforcement of Sanctions Laws / Regulations.

**"Sanctions Laws / Regulations"**: means any applicable economic, financial, export control 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 financial sanctions) or the Republic of France, each such list as amended, supplemented or substituted from time to time.

**"Sanctioned Obligation"** has the meaning assigned to it in Article 22.3

**"Subcontractor"**: the natural person or legal entity appointed by the Supplier to provide all or a portion of the Supply.

**"Supplier"**: the natural person or legal entity selected by the Customer to perform the Contract.

**"Supplier Group"** means Supplier and any of its Affiliates and any of their respective personnel, or Subcontractors.

**"Supply"**: any good, product or equipment to be delivered by the Supplier including, where applicable, the associated documents and the installation services of such goods, products or equipment, as defined in the Contract.

**"TotalEnergies"**: The whole comprised of TOTAENERGIES SE and any legal entity:

- that directly or indirectly holds or comes to hold more than 50% of the shares that immediately confer voting rights at ordinary shareholders' meetings of TOTAENERGIES SE; or ;
- for which more than 50% of the shares that immediately confer voting rights at ordinary shareholders' meetings are or come to be held, directly or indirectly, by TOTAENERGIES SE or an entity affiliated with it as defined in subsection 1/ above.

## ARTICLE 2 – CONTRACTUAL DOCUMENTS

After having negotiated, the Parties agreed that the Contract constitutes the agreement by and between the parties and in this respect shall prevail over and override any and all terms and conditions contained in invoices

issued by the Supplier and in any other documents issued by the parties and shall be applicable unless statutory provisions stipulate otherwise.

Verbal undertakings and agreements shall be of no force and effect unless they are confirmed by written agreement between the parties. The Customer shall not be liable for any performance by the Supplier pursuant to a request made verbally or to a verbal modification of the Contract. The Supplier may propose duly identified changes or additions to the GTCP. Any changes or additions to the GTCP proposed by the Supplier shall be expressly conveyed in writing at the same time as its response to the Customer's consultation. If no changes or additions are proposed, the Supplier's response without reservations, or commencing performance or delivering the Supply without reservations by the Supplier, shall be deemed acceptance of the GTCP. Modifications or departures from these Conditions shall only apply if they have been agreed in writing between the parties and they shall only be valid for the Contract in question. The Supplier shall not rely on these modifications and departures for other contracts.

The Contract constitutes the entire agreement between the parties and cancels and supersedes all previous exchanges, undertakings and agreements relating to the Supply.

## **ARTICLE 3 – ACCEPTANCE OF THE CONTRACT AND ELECTRONIC TRANSACTIONS**

### **3.1 GENERAL**

Any Contract shall be in writing. Any Contract gives rise to the issue of an Order Form.

The Supplier shall acknowledge receipt in writing of the Order Form within seven (7) calendar days from the date on which the Order Form was sent. If the Supplier doesn't acknowledge receipt of the Order Form within such period, the Customer shall have a further period of seven (7) calendar days in which to notify the Supplier of the Customer's decision to cancel the Order Form without compensation or other indemnity.

Acceptance of the GTCP does not confer any exclusivity in favour of the Supplier.

### **3.2 ELECTRONIC TRANSACTIONS**

#### **3.2.1 General principles**

If the Customer and the Supplier so provide in the specific terms and conditions of the Contract, their commercial transactions for the purchase of the Supply shall be performed in whole or in part by electronic means. These transactions shall be performed either through an electronic marketplace (hereinafter referred to as the "Electronic Market") to which the parties shall adhere by contracting with the Electronic Market provider, or through any other electronic means. Further terms and conditions relating to the use of electronic means shall be set out in the specific terms and conditions.

Transactions based on an electronic Order Form shall not be exclusive of any other form between the Customer and the Supplier.

All terms and conditions of the Contract shall equally apply to electronic transactions.

#### **3.2.2 Proof of electronic transactions**

Where a transaction is performed through electronic means, both parties are deemed to act in full knowledge of the technical specifications (or, by joining the Electronic Market, the parties are deemed to have accepted its technical specifications) aimed at ensuring the identification, integrity and generally the security of correspondence between them. In particular, an electronic Order Form and subsequent electronic notice of acceptance thereof by the Supplier shall constitute an electronic signature which, as between the parties, shall have the same effect as a handwritten signature and shall also constitute proof of the Order Form and of its acceptance by the Supplier.

Consequently, unless otherwise provided for in the Contract, the electronic registers stored on the computer system in good security conditions, are agreed to be conclusive evidence of the entire electronic correspondence between the parties and, as the case may be, of the payments made. In particular, if a date or hour time limit is set, only the computer dating system of the Customer shall be conclusive evidence as between the parties.

The parties expressly waive all rights to question the appropriateness of or to challenge the validity of any contractual undertaking conducted by way of exchange of electronic correspondence and which is stored in the form set out above.

## **ARTICLE 4 – CHANGES TO THE SUPPLY**

The Customer shall be entitled to request in writing that the Supplier make changes to the Supply as initially defined in the Contract. Depending on the nature of the proposed change, the Customer shall consult the Supplier and obtain its advice about the impacts of requested change.

The Supplier shall inform the Customer as soon as possible and in any event no later than seven (7) calendar days following the Customer's request, of the new delivery date, of any cost variation of the Supply and more generally any other effect on the Contract arising directly from such changes. The Supplier shall perform such changes only upon signature by the parties of an amendment to the Contract or, at the very least, upon receipt of the Customer's prior written acceptance of the project estimate and any changes to the cost of the Supply.

## **ARTICLE 5 – DELIVERY**

### **5.1 DELIVERY TERMS**

All deliveries shall be performed in accordance with the latest edition of Incoterms or any other delivery terms and conditions specified in the Contract. Should the Contract be silent on the terms and conditions of delivery, all deliveries shall be made "Delivered Duty Paid - named place of destination" (DDP), in accordance with the latest edition of Incoterms, at the place of delivery agreed, during working days and normal working hours as defined in the Contract. The place of delivery shall be that set out in the Order Form. The Customer is entitled to change the place of delivery by notifying the Supplier in writing of such change in advance of the expected date of dispatch of the Supply. Any partial delivery is subject to the Customer's prior written consent.

### **5.2 PACKING – LABELLING – MARKING**

The Supplier shall be responsible for packing the Supply which shall be suitable for the means of transport used and for the Supply carried in accordance with all statutory provisions and industry standards. In all cases, the packing shall be adequate so as to prevent any damage to the Supply during transport, handling and storage at the place of delivery. The Supply shall be duly labelled and packed in an appropriate manner and the parcels marked by the Supplier in compliance with all applicable statutory provisions and moreover as provided for in the Contract.

### **5.3 COMPLIANCE WITH DEADLINES OR DELIVERY TIMES – INCENTIVES**

Compliance with deadlines and delivery times is an essential condition of the Contract. Whenever failure to comply with deadlines and delivery times is foreseeable, the Supplier shall inform the Customer immediately in writing of the extent of and reasons for the non-compliance. In case the Supplier does not comply with the deadline and delivery time defined in the Contract (whether by early or late delivery) and absent written acceptance by the Customer of the new deadline and delivery time, the Customer shall be entitled to either return to the Supplier the Supply, at the Supplier's cost, or otherwise to store the same until it is taken back by the Supplier, all at the risks and cost of the Supplier.

The Customer may apply the incentive amounts specified in the Contract, if the Supply is delivered late by the Supplier and/or any of its Subcontractors, except if the Supplier is able to prove that it and/or they did not cause such delay. These incentives shall where relevant have the legal effect of "*astreinte*".

The payment by the Supplier of these incentives shall not affect the Customer's right to claim damages against the Supplier, in addition to the refund of sums already paid by the Customer for the Supply (if any), and/or to terminate all or any part of the Contract without notice and as of right, in accordance with the provisions of article 20.1.2.

## **ARTICLE 6 – REGISTRATIONS, APPROVALS, AUTHORISATIONS**

The Supplier warrants that it and its Subcontractors, if any, have all statutory registrations, approvals and authorisations required to perform the Contract including but not limited to all licences, permits and registrations with public authorities and all authorisations and certifications as are required from professional organisations. The Supplier shall deliver to the Customer a copy thereof prior to beginning the performance of the Contract.

In the event any or all such licences, permits, registrations, approvals and/or authorisations are withdrawn from the Supplier or from any of its Subcontractors or are not renewed, the Supplier shall immediately inform the Customer of the same whereupon the Customer shall be entitled to terminate all or any part of the Contract in accordance with the provisions of article 20.1.2.

## **ARTICLE 7 – PREVENTION OF ILLEGAL LABOUR**

The Supplier guarantees that its personnel and the personnel of its Subcontractors (if any), involved in the performance of the Contract, shall be employed and registered in full compliance with the applicable legislation.

## **ARTICLE 8 – ACCEPTANCE OF THE SUPPLY**

Acceptance of the Supply is expected to occur following verification by the Customer that the Supply is in Conformity with the Contract and, where applicable, following receipt by the Customer or by its representative of the documents relating to the sale of the Supply, including certificates relating to materials and drawings, and more generally receipt of any document set out in the Contract. At any time of such verification, the Supplier shall also deliver to the Customer all information and documents required for the safe and proper use of the Supply.

The absence of a refusal of the Supply by the Customer at the time of delivery and/or the payment of the price of the Supply shall not constitute acceptance. If the Supply is expressly refused, it shall be kept available to the Supplier at the place of delivery, at the Supplier's risks and costs. In the event of such refusal, and unless the Customer decides otherwise in writing, the Supply shall, at the choice of the Customer, either be repaired or be replaced not later than seven (7) calendar days following refusal by the Customer. The Supplier shall not raise any objection, including regarding its own manufacturing or delivery schedule, with regards to fulfilling the above obligation to repair or to replace.

## **ARTICLE 9 – TRANSFER OF TITLE AND OF RISKS**

The transfer of title shall occur on delivery of the Supply, except if all or part of payment is made before the delivery date, in which case the transfer of title shall occur in advance as soon as the Supply can be identified. In the latter case, the Supplier undertakes to identify and to set aside in the name of the Customer the Supply, being deliverable from the performance of the Contract, as and when manufactured, in such a way that it cannot be confused with the Supplier's own stock or with any other supplies to be delivered to third parties. The Supplier shall ensure that its Subcontractors provide similar waiver.

The Supplier waives any right to rely on any title retention clause not expressly agreed by the Customer. The Supplier shall ensure that its own supplier's chain and its Subcontractors do the same.

Unless otherwise specified in the Contract, the transfer of risks shall occur in all cases on delivery of the Supply, except in the event of refusal of such Supply as provided in article 8 .

## **ARTICLE 10 – PRICES**

Unless otherwise specified in the Contract, the prices stated in the Contract are fixed lump sums and shall not be subject to any revision. These prices shall include, but not be limited to, all costs incurred in connection with manufacturing, packing, loading, transport and unloading of the Supply. All prices are excluding VAT.

The Supplier shall bear all costs relating to customs duties, taxes, fees and levies that it owes.

## **ARTICLE 11 – INVOICING AND PAYMENT TERMS**

Unless otherwise provided for in the Contract, invoices shall be issued by the Supplier in duplicate, in compliance with all applicable statutory provisions and the provisions of the Contract, in the name of the Customer. The invoices shall be sent at the address specified in the Order Form and shall quote the reference number of the Contract and the Order Form. All invoices shall be made out in the currency specified in the Contract.

The Customer may request of the Supplier to implement an electronic invoicing system. Technical, functional and operational specifications of such system will be agreed in writing by the parties.

Where it is agreed that the costs of some services, such as transport, are to be paid by the Customer separately from the price of the Supply, the Supplier shall submit detailed vouchers and other relevant documents to the Customer.

Unless otherwise provided for in the Contract, the Customer shall pay the invoice within thirty (30) days following the end of month in which the invoice is issued, i.e. 30 days after the end of the month in which the invoice is issued.

Any undisputed invoice due and payable by Customer shall bear interest thereon from the due date of such invoice, calculated:

- (a) (a) for invoices governed by the mandatory French laws on payment term, at the rate equal to three times the French legal interest rate in effect in France; or
- (b) (b) for any other invoices, at the average rate (for the period of delayed payment) of the three (3) months European Inter Bank Offered Rate (as published by the Banque de France) or its substitute as may be agreed by the Parties, plus one percent (1%).

Payment will be made in the manner provided for in the Contract, namely by bank transfer or, exceptionally, by check.

Payment of the invoice shall not affect the Customer's right to dispute in writing any unjustified charge.

In the event the Customer justifiably disputes all or part of an invoice or a Supply, the obligation to pay the sum in dispute shall be suspended. The Customer shall send a memorandum stating the reasons for its dispute. If agreement is reached on the dispute, the Supplier shall correct the invoice.

## **ARTICLE 12 – PERSONAL DATA PROTECTION**

If personal data is processed, the Supplier warrants that it will process such data in compliance with the applicable statutes.

## **ARTICLE 13 – WARRANTIES**

### **13.1 PURPOSE**

The Supplier shall, irrespective of the Customer having any prior competence or knowledge, give the Customer all necessary information, advice and warnings in relation to the nature and composition of the Supply. The Supplier shall warn the Customer about the risks related to the Supply, including but not limited to health and safety risks or concerns and any other hazardous risks.

The Supplier warrants that it has the full right to sell the Supply and that the Supply is free from any encumbrances, rights and privileges of any third party. The Supplier warrants that the Supply corresponds to any description, specification and to any samples referred to in the Contract. The Supplier further warrants that the Supply is fit for the purpose(s) and objective(s) specified by the Customer and shall have no recourse to any purported lack of accuracy in the documents attached to the Contract.

The Supplier shall observe all laws, rules, provisions and highest industry standards applicable to the Supply, in particular with regard to production, manufacture, repair, price definition, delivery and recycling, in order to ensure that such Supply may be lawfully purchased, sold, used, transported and exported.

### **13.2 DURATION AND SCOPE**

Unless otherwise provided for in the Contract, the Supplier warrants, for a period of twelve (12) months, from the date of the first use of the Supply and for a maximum of eighteen (18) from the date of delivery, that the Supply is free of all defects, defaults, contamination and abnormal wear of whatsoever nature. Should the Supply be defective, the Customer shall at its option request the Supplier either to repair or to replace the Supply. If the Supplier does not do so within seven (7) calendar days from the date of the request by the Customer, the Customer may take appropriate measures to remedy the same itself or through a third party. In any event, the Supplier shall bear all costs of any replacement and repair of the Supply, including but not limited to travel expenses, costs of returning the Supply to the factory and any spare parts and labour, without prejudice to any other rights or remedies of the Customer.

Any replacement or repair of the Supply under warranty shall give rise to a new warranty for a minimum period of twelve (12) months from the date of delivery of the repaired or replaced Supply.

The Supplier remains bound by all applicable statutory warranties and product liability guarantees as well as for latent defects.

### **13.3 AVAILABILITY OF SPARE PARTS**

The Supplier warrants the prompt availability of all spare parts required for the correct operation of the Supply for a minimum period of ten (10) years from the date of delivery, unless otherwise specified in the Contract. The applicable price for such spare parts after the contractual or statutory warranty period shall be agreed by the Parties.

## **ARTICLE 14 – HEALTH, HYGIENE, SAFETY AND ENVIRONMENT**

The Supplier undertakes, on its own behalf and on behalf of its personnel and its Subcontractors (if any), to comply and to ensure compliance with the statutes, standards and best practices applicable with respect to health, safety, working conditions and the environment.

When delivering the Supply to a site designated by the Customer, the Supplier shall comply, and ensure that all of its employees, representatives or Subcontractors comply, with the rules in force on the site designated by the Customer with regard to health, hygiene, safety, working conditions and the environment as well as all applicable legislation and regulations.

If the Supplier, its employees, representatives or Subcontractors do not comply with any of these obligations, the Customer reserves the right to refuse the Supplier, its employees or Subcontractors access to or continued presence on the site. All consequences arising out of or in relation to non-compliance with any of these obligations, and the denial of access to or of continued presence on the site, including any costs incurred by the Supplier as a result of such denial, shall solely be borne by the Supplier.

In case of complementary installation services on the Customer's site, the Supplier and/or its Subcontractors present on the site shall ensure that its personnel and/or the personnel of its Subcontractors shall be fluent in the official language of the site and shall be able to communicate, to apply and to ensure that all instructions, rules and procedures in force on the site are applied.

In the event the Supply contains chemical substances that make it fall under Regulation "Reach" (European Regulation n°1907/2006, hereinafter referred to as "Reach Regulation"), the Supplier warrants that it comply with and have its Subcontractors or suppliers to comply with all of the obligations provided by the Reach Regulation and its subsequent amendments. All consequences of non-compliance with the Reach Regulation shall be borne by the Supplier. In case the commercialisation of the Supply is discontinued as the result of the Reach Regulation, the Supplier shall notify to the Customer in writing the discontinuity effective date with a six (6) months' prior notice, unless otherwise provided in the Contract.



## **ARTICLE 15 – QUALITY**

### **15.1 QUALITY CONTROLS**

The Supplier represents that it has a quality management system in place.

The Supplier shall implement all measures, including, without limitation, quality controls, necessary to ensure that the Supply is in Conformity.

### **15.2 TRACEABILITY**

Upon written request from the Customer, the Supplier undertakes to provide to the Customer all information necessary to identify the origin, place and date of manufacture of the Supply and its components, the quality controls performed in relation to the Supply and any other relevant information, as well as, the serial or batch numbers, when applicable.

## **ARTICLE 16 – AUDITS**

Subject it notifies seven (7) calendar days in advance the Supplier, the Customer or its representative shall be entitled to carry out audits at the sites of the Supplier, its Subcontractors or at any other site before and/or during the performance of the Contract.

Within the frame of the Contract or the Supply, such audits will include, but not be limited to, the verification of compliance with the Supplier's contractual obligations, whether contractual, regulatory, or concerning standards or best practices in the industry. Information obtained shall not be used for purposes other than the audit and its consequences.

These audits carried out by the Customer shall not reduce the Supplier's contractual liability in any way whatsoever, for example regarding the extent of the Supplier's own required quality controls, and further they shall not affect the Customer's right to subsequently refuse all or part of the Supply on delivery. The Supplier shall provide to the Customer all assistance required to carry out such audits.

## **ARTICLE 17 – LIABILITY AND INSURANCE**

### **17.1 LIABILITY**

Each party shall be liable for any damage that it or its employees, representatives and/or Subcontractors causes to the other party or to a third party in relation to the Supply and/or arising in connection with the performance of the Contract. Such party shall indemnify and hold the other party and its insurers harmless against any such damage, cost and/or liability that the other party may suffer.

### **17.2 INSURANCE**

The Supplier and its Subcontractors shall take out and maintain in force and effect the following insurance policies, at their own expense and throughout the entire period of performance of the Contract including any extension thereof:

- a "General / Public Liability" and a "Product Liability" insurance, for a minimum amount of € 2,500,000 (two million five hundred thousand Euros) for damage to property, financial loss and bodily injury for each case and combined single limit per occurrence;
- a civil or third-party automobile liability insurance policy for automobiles and automotive equipment used in connection with the performance of the Contract;
- an insurance policy covering damages caused to its (their) personnel, when the Supplier and/or its Subcontractors is located in a country in which there is no system of social security insurance;
- in addition, any other insurance policy required in order to comply with the Applicable Laws and regulations.

Before commencing performance of the Contract and at each insurance policy's renewal required throughout the duration of the Contract, the Supplier shall provide the Customer with all insurance certificates issued by

the Supplier's insurer or insurance broker certifying the existence, insured amounts, guarantees, duration and renewal dates of the policy or policies. These insurance certificates shall conform with the insurance certificate examples (if any) appended to the Contract.

None of the amounts set out above shall be construed or interpreted as limiting the Supplier's liability in any respect.

## **ARTICLE 18 – FORCE MAJEURE**

None of the Parties shall be deemed in breach of their contractual obligations to the extent that their non-performance is due to an event of Force Majeure. Force majeure shall only relieve the Affected Party from its contractual obligations to the extent and for such period as the said party is prevented from performing those obligations. Each Party shall bear its own expenses resulting from the occurrence of a Force Majeure event.

The Affected Party by an event of Force Majeure shall immediately notify the other party ("the Non-Defaulting Party") of the situation in writing confirmed by registered letter with receipt, supplying all necessary documentary evidence of the Force Majeure event. The Non-Defaulting Party shall have the right to verify the existence of the situation. The party invoking an event of Force Majeure shall make every effort to mitigate as far as possible any adverse effect arising from this situation.

If the event the situation giving rise to an event of Force Majeure continues for longer than fifteen (15) consecutive calendar days, the Non Defaulting Party shall be entitled to terminate all or any part of the Contract immediately as of right and without compensation or other indemnity. The Supplier shall refund the Customer any and all amounts already paid in advance pursuant to the Contract to the extent such amounts do not correspond with Supply already delivered at the time of occurrence of the force majeure event.

## **ARTICLE 19 – ASSIGNMENT – SUBCONTRACTORS**

### **19.1 ASSIGNMENT AND CHANGE OF CONTROL**

The Supplier shall not assign the Contract to any third party, in whole or in part, without the prior written consent of the Customer. The Customer shall be entitled to assign all or part of the Contract to any legal entity of the TotalEnergies, as defined in article 19 , subject to a prior written information regarding such assignment being sent to the Supplier.

In the event of the Supplier merging with a company not controlled by the same company as the company controlling the Supplier, or in the event of a contribution in kind to a company which is not controlled by the company controlling the Supplier, or in the event of a change of control of the Supplier, the Supplier shall immediately notify the Customer thereof. For the purposes of this article 19.1, control shall mean ownership or possession of more than fifty percent (50%) of the shares in the capital giving voting rights or the right to elect a majority of the board of directors of another company. Within thirty (30) calendar days following the sending of such notice, the Customer will be entitled to terminate the Contract, without any indemnity, subject to a two (2) months' prior written notice, all Orders under execution at the time of the termination being excluded from such termination.

Where the Contract is assigned by the Supplier to a third party, all the Customer's rights arising from the Contract, including the right to claim damages, shall be enforceable against such third party. Unless expressly stipulated to the contrary, the Supplier shall remain jointly and severally liable with the assignee towards the Customer for the full performance of the Contract.

### **19.2 SUBCONTRACTORS**

Under no circumstances shall the manufacturing of the Supply to be performed in accordance with specifications of the Customer and the operations associated with such performance under the Contract be subcontracted or entrusted to any third party by the Supplier without the prior written consent of the Customer and the same shall only be so subcontracted subject to the condition that the Supplier and said third party both comply with all statutory provisions applicable.

In all cases, the Supplier shall remain solely liable for the proper performance of the entire Contract. The Supplier shall indemnify and hold the Customer harmless from and against any and all claims by the Supplier's Subcontractors or by the personnel of such Subcontractors.

## **ARTICLE 20 – TERMINATION**

### **20.1 TERMINATION FOR NON-PERFORMANCE**

**20.1.1** Either party shall be entitled to terminate as of right all or any part of the Contract in the event of breach of an obligation by the other party that is not remedied within fifteen (15) calendar days after receipt of a written notice to do so. In particular, the Customer shall be entitled to terminate all or any part of the Contract in the event of default or breach or failure relating to the quality, characteristics, manufacture or performance of the Supply.

**20.1.2** The Customer shall be entitled to terminate all or any part of the Contract as of right and without prior notice, but only in the following situations:

- in the event of repeated breaches by the Supplier or repeated defaults of the Supply set out in article 20.1.1; or
- because of the Supplier's breach(es) of one or more rules concerning health, hygiene, safety, working conditions or environmental protection that may be detrimental to persons or property; or
- in the event the consequences of such breaches are irreparable, in particular in the event of non-compliance with Article 5.3 entitled "Compliance with deadlines and delivery times – Incentives", Article 6 "Registrations, Approvals, Authorisations" and Article 23 entitled "Confidentiality"; or
- in any other circumstance so provided for in the Contract.

In such cases, termination shall be effective immediately upon receipt by the Supplier of the notice of termination.

**20.1.3** In the event of termination of all or any part of the Contract by the Customer, all payments already made and concerning any undelivered portion of the Supply shall be immediately refunded to the Customer.

The right of a party to terminate all or any part of the Contract is without prejudice to its rights to claim damages against the other Party.

### **20.2 TERMINATION AT THE INITIATIVE OF THE CUSTOMER**

The Customer is entitled to terminate all or any part of the Contract at any time, subject to a thirty (30) calendar days' prior notice (unless a different notice period is specified in the Contract) sent by registered letter with receipt to the Supplier, whereupon the Supplier shall from receipt of such notice immediately cease further performance of such all or any part of the Contract. Termination of the Contract in the aforementioned manner shall have the effect of terminating any Order Form outstanding or solely any Order Form as specified in the termination notice.

Following such termination, the parties shall in good faith agree on a termination fee, which the Customer shall pay to the Supplier on the basis of justified costs reasonably and definitively incurred by the Supplier for the performance of any firm Order Forms which have been affected by such termination.

This termination fee shall be a lump sum and shall cover any damages. Furthermore, the Supplier shall waive any right of recourse against the Customer for any amount in addition to such fee.

### **20.3 TERMINATION IN THE EVENT OF INSOLVENCY**

Unless contrary to any statutory provision, the Customer shall be entitled to terminate the Contract as of right and without formal notice in the event the Supplier has a petition for its winding up presented or advertised, calls a meeting with a view to going into liquidation, or otherwise enters into liquidation or has a petition presented for appointment of any administrator in respect of the Suppliers business.

## **ARTICLE 21 – INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT**

### **21.1 INTELLECTUAL PROPERTY RIGHTS**

#### **21.1.1 Specific / Bespoke elements**

In consideration for the remuneration included in the price specified in the Contract, the Supplier shall assign to the Customer, and warrants the assignment by its personnel, its Subcontractors (if any) and their personnel, of all intellectual property rights pertaining to any specific elements prepared by the Supplier or any Subcontractor to meet the Customer's specifications, including but not limited to plans, studies, models, designs and drawings, user guides, technical documentation, manuals, and documents (hereinafter referred to as the "Specific Elements").

This assignment shall be exclusive 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. This assignment shall be made for the whole duration of the intellectual property rights, for all countries and in all languages.

This assignment of intellectual property rights shall occur as and when such Specific Elements are created.

#### **21.1.2 Standard elements**

To the extent that the Supply contains standard elements (including but not limited to plans, manuals or brochures, documents, standard software included in or incidental to the Supply) subject to intellectual property rights and delivered by the Supplier to the Customer for using the Supply, in consideration for the remuneration included in the price specified in the Contract, the Supplier grants to the Customer, to the legal entities of TotalEnergies that may be beneficiaries of the Contract and to third parties acting on behalf of the Customer and/or any legal entity of TotalEnergies that may be a beneficiary of the Contract, a personal and non-exclusive right to use, reproduce, represent, translate and adapt such standard elements for the needs of TotalEnergies. This right shall be granted without additional cost for the entire duration of the applicable intellectual property right protection, for all countries and for all media.

In case of transfer by the Customer of the Supply to a third party, the above right to use such standard elements shall be transferred by the Customer to said third party without additional cost.

### **21.2 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

The Supplier declares that all intellectual property rights relating to the Supply are either the exclusive ownership of the Supplier or subject to a licence granted to the Supplier by a third party owning these intellectual property rights, under conditions allowing the Customer to freely use and/or transfer the Supply.

Consequently, the Supplier shall indemnify and hold harmless the Customer against any and all claims, costs, damages, expenses or legal action by third parties arising out of or in connection with any infringement of their intellectual property rights. This warranty shall not apply if the Supplier can prove that the infringement alleged is attributable to the Customer.

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

If an allegation is made that the Customer may not use the Supply without infringing a third party's intellectual property right, the Supplier shall, at its own costs and at the sole option of the Customer, either replace or modify the Supply in respect of which such allegation is made, in such a way so that the infringement of intellectual property rights no longer exist in accordance with the specifications set out in the Contract. Such replacement or modification shall be performed within the periods compatible with the requirements of the Customer. Failing such replacement or modification, the Supplier shall refund to the Customer the price of the Supply. The above provisions do not affect the Customer's right to claim damages against the Supplier.

## ARTICLE 22 – FUNDAMENTAL PRINCIPLES OF PURCHASING (FPP), ANTI-CORRUPTION UNDERTAKINGS, ECONOMIC SANCTIONS AND EXPORT CONTROL

### 22.1 FUNDAMENTAL PRINCIPLES OF PURCHASING (FPP)

The Supplier undertakes to acquaint itself and to comply and cause its Subcontractors (if any) to comply with the Fundamental Principles of Purchasing (FPP) set out in the Attachment to the GTCP entitled “Fundamental Principles of Purchasing”.

### 22.2 ANTI-CORRUPTION UNDERTAKINGS

The Supplier shall acquaint itself and comply with the provisions of anti-corruption pursuant to Attachment “Anti-corruption undertakings”. The Supplier shall also ensure that its Subcontractors comply with the same.

### 22.3 ECONOMIC SANCTIONS AND EXPORT CONTROL

22.3.1 Supplier represents and warrants that, as of the effective date of the Contract:

- (a) no Sanctions Laws / Regulations hinder or prevent Supplier Group from providing the Supply;
- (b) None of Supplier, its Affiliates (to the extent they are involved in the provision of the Supply), its Subcontractors and its and their shareholders and directors is a Restricted Person, and
- (c) Supplier possesses or will possess the authorizations and licenses required to import and/or export Supplier’s equipment or any other goods, equipment and technology used or supplied for the provision of the Supply in compliance with Sanctions Laws / Regulations.

22.3.2 Notwithstanding any other provision in the Contract, in no event shall either Party be obligated to perform any of its obligations under the Contract, including payment, that would result in a breach, or violation of Sanctions Laws / Regulations, or subject a Party or any of its Affiliates to punitive measures thereunder (a **“Sanctioned Obligation”**)

22.3.3 If a Sanctions Laws / Regulations constitutes Force Majeure:

- (a) the Party whose performance is so affected (**“Affected Party”**) shall as soon as reasonably practicable issue the notice required as set forth in Article 18, which notice shall contain the following minimum information: (i) an identification of the Sanctions Laws / Regulations that is considered to constitute Force Majeure, and description of the relevant Sanctioned Obligation (ii) the extent to which the Affected Party is prevented from performing the Contract and
- (b) either Party may:
  - (i) suspend the Sanctioned Obligation or
  - (ii) terminate the Contractas set forth in Article 18.
- (c) In the event of a partial suspension as set forth in this Article 22.3.3.(b)(i) the Affected Party shall continue to perform its obligations under the Contract to the extent that they are not Sanctioned Obligations.

22.3.4 Notwithstanding anything to the contrary in this Contract, should Supplier be in breach of Sanctions Laws/ Regulations or otherwise unable to perform its obligations under the Contract due to a Sanctioned Obligation that does not amount to Force Majeure, then Customer shall have the right to terminate the Contract forthwith by giving written notice to the Supplier. Such termination shall be effective from the date of receipt of the notice and the consequences of such termination shall be those set forth in Article 20.1.

22.3.5 Either Party may request from the other Party any information required by a Sanctions Authority, in which case such Party shall duly comply with such request unless such information is covered by privilege, or confidentiality.

22.3.6 Supplier shall perform and update due diligences on its Subcontractors using reputable screening tools such as World-Check to ensure compliance with Sanctions Laws / Regulations and Customer reserves the right to request proof of and/or documentation relating to such due diligences.

22.3.7 Supplier shall promptly notify Customer if any member of the Supplier or of the Supplier Group or any of its or their shareholders or directors become a Restricted Person.

## **ARTICLE 23 – CONFIDENTIALITY**

Any information provided by the Customer to the Supplier in connection with the performance of the Contract and all elements, including all statements, studies and other documents, issued by the Supplier in connection with the performance of the Contract shall be treated as confidential by the Supplier.

Furthermore, any and all information the Supplier may acquire in connection with the performance of the Contract, including but not limited to any information concerning the Customer's organisation, business activities or financial results, shall be treated as confidential by the Supplier.

The Supplier shall be entitled to use the information and/or elements referred to above only for the performance of the Contract and shall not disclose the same to any third party nor to any personnel of the Supplier other than to those who are involved in the performance of the Contract. This paragraph shall not apply to the extent disclosure is mandatory by virtue of any statutory or judicial obligations.

The Supplier undertakes to comply with these obligations of non-use and of confidentiality and shall cause that its personnel and its Subcontractors comply with the same, throughout the duration of the Contract and for a further period of five (5) years after the termination of the Contract.

The Supplier shall however not be liable for the disclosure of information to the extent that such information is already in the public domain or has been legitimately obtained from other sources.

The Supplier shall, at the end of the Contract, regardless of the reason, return to the Customer the information and data, and all copies of the same, which the Supplier may have in connection with the performance of the Contract or, at the Customer's written request, shall destroy the confidential information and data.

## **ARTICLE 24 – REFERENCE TO THE CUSTOMER'S BRANDS AND TRADE NAMES**

The Supplier shall not be entitled to use nor refer to the business names, trademarks or logos of TotalEnergies without the prior written consent of the Customer.

## **ARTICLE 25 – APPLICABLE LAW AND JURISDICTION**

By mutual agreement, the Parties shall attempt to amicably resolve any dispute, including by mediation. However, such attempt shall not be a mandatory precondition to initiating proceedings before the court with jurisdiction as defined below.

Unless otherwise specified in the Contract, the Contract, including its existence, validity and/or termination:

- (i) shall be governed by the laws of the country of the place of delivery of the Supply, if the delivery of the Supply is to take place in the European Union or in the United Kingdom. In such case, any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of the country of the place of delivery; or
- (ii) shall be governed by French law if the place of delivery of the Supply is outside the European Union (excluding the United-Kingdom). In such case, any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the *Tribunal de Commerce de Paris*.

The Customer and the Supplier expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), signed in Vienna on 11 April 1980.

## **ARTICLE 26 – MISCELLANEOUS PROVISIONS**

### **26.1 INDEPENDENCE OF THE PARTIES**

This Contract has been concluded between independent parties and none of its provisions shall be interpreted as giving the right or mandate to either party to act on behalf of the other party nor as implying any association, agency, partnership or society between them.

### **26.2 PARTIAL INVALIDITY**

Should any provision of the Contract be or become invalid or unenforceable under any law, regulations or court decision, such provision shall be considered as not written. All other provisions of the Contract shall, however, remain valid.

### **26.3 WAIVER**

The waiver by either party of a breach of any of the provisions of the Contract shall not be construed as a waiver of any further breach of the same or other provisions, nor shall any delay or omission by either party to exercise any right herein operate as a waiver of any breach by such party.

### **26.4 SURVIVING PROVISIONS**

The provisions of article 3.2, article 9 article 13 article 15 ARTICLE 20 article 23 article 24 article 25 article 26 and any other provision of these GTCP which is intended to apply after termination of the Contract shall survive the expiry or termination of the Contract (howsoever occasioned) and shall continue and thereafter remain in full force and effect.

### **26.5 COMPENSATION**

The Customer shall be entitled to set-off any sum owed by the Supplier for whatever reason against any sum owed by the Customer to the Supplier in connection with the purchase of the Supply.

# ATTACHMENT 1 – ANTI-CORRUPTION UNDERTAKINGS

## DEFINITIONS

“**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.

“**Close Family Member of a Public Official**” means a husband/spouse or partner, one of his/her children, siblings or parents; the husband/spouse or partner of his/her children or siblings; or any household member.

## PREVENTION OF CORRUPTION

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,

1 – The 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:

(i) influencing any act or decision of such Public Official;

(ii) inducing such Public Official to do or omit to do any act in violation of his or her lawful duties;

(iii) securing any improper advantage; or

(iv) inducing such Public Official to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

2 - The 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 his or her 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.

3 - The 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, the 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. The Customer reserves the right to request proof of and/or documentation relating to such due diligences.

4 - All financial settlements, billings and reports rendered to the Customer shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the Contract. The 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. The Customer reserves the right to perform itself or through a duly authorized representative, pursuant to Article “Audits”, audits at Supplier’s premises of all payments made by or on behalf of the Supplier for Supply defined in the Contract. The Supplier agrees to cooperate fully in any such audit, including by making the relevant books and records available to the Customer or its duly authorized representative and by answering any relevant questions that the Customer may have relating to the Supplier’s performance under this Contract.

5 - All payments by the Customer to the Supplier shall be made in accordance with the terms of payment specified in Articles “Prices” and “Invoicing and payment terms” of the Contract. The payment indications



notified in the Supplier's invoices shall be deemed to constitute a representation and warranty by the Supplier that the bank account so notified is owned solely by the Supplier and that no person other than the Supplier has any ownership of or interest in such account.

6 – The 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 the 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 the Supplier, except for any ownership, interest or position that the Supplier has disclosed to the Customer in writing. The foregoing representation and warranty will continue so long as this Contract remains in effect. The Supplier agrees to notify The 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 the Supplier, or is or becomes a director, officer or agent of the Supplier, the 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.

6.bis - 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, the Supplier or such Subcontractor may have one or more directors, officers or employees who qualify as Public Officials, provided that:

(i) the Public Official is occupying such position within the Supplier or Subcontractor fully in accordance with laws that are attributable to such party and as may be required there-under;

(ii) the Public Official's appointment as a director, officer or employee of the Supplier or Subcontractor is reviewed and approved by the State owned company;

(iii) 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 the Supplier or Subcontractor; and

(iv) such remuneration is fully consistent with Applicable Laws and the matters that are the subject of the Contract 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.

7 –Without prejudice to any other rights or remedies, the 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 the Supplier in any material respect, the Customer shall have the right:

(i) to suspend payment and/or require reimbursement of any advance payment made under the Contract, and/or

(ii) to suspend and/or terminate the Contract for Supplier's default with immediate effect pursuant to paragraph 20.1.2 of Article 20 "Termination for non-performance".

## ATTACHMENT 2 – FUNDAMENTAL PRINCIPLES OF PURCHASING (FPP)

TotalEnergies integrates all aspects of sustainability at the heart of its strategy, projects and operations, and aims to be a reference with regard to commitments to the Sustainable Development Goals (SDG). Our Fundamental Principles of Purchasing, derived from our Code of Conduct, are the cornerstone of the long-term relationship we intend to forge with our suppliers. We therefore require all suppliers of goods and services to comply with these principles and ensure compliance by their own suppliers in turn.

Suppliers are required to comply with and to ensure 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 must be implemented, in particular with respect to the principles set out below. We also expect our suppliers to continuously improve their performance on these subjects.

### **Principle 1: Respect 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 her/his 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.

## **Principle 2: Protect health, safety, and security**

Put in place an appropriate health, safety and security management system:

- Perform risk analysis and implement appropriate means and action plans to prevent those risks.
- Establish a system for monitoring events that occurred in these areas.
- Implement incident response plans and means of intervention designed to face different types of events the supplier may encounter.
- Carry out a periodic review of the relevant policies and measures and institute suitable control measures.

## **Principle 3: Act in favor of climate**

- Implement an energy efficiency management system.
- Continuously seek to reduce greenhouses gas emissions from operations, products, and services.

## **Principle 4: Preserve the environment**

### ***Protection of the environment***

- Limit the impact of industrial activities on the environment, including possible impacts on air quality, water resources and soils.
- Implement a systematic approach to define measurable environmental objectives, achieve them, and demonstrate that they have been achieved.
- Implement an appropriate environment risk management system based on the Avoid-Reduce-Compensate mitigation hierarchy in order to identify and control the environmental impact of activities, products or services.
- More generally, undertake the improvements needed for protecting the environment.

### ***Promotion of circular economy and responsible use of natural resources***

- Ensure that natural resources (water, soil, forests...) are used efficiently.
- Continuously seek to minimize waste production.
- Apply the “reduce, reuse, recycle, valorize” principles.

### ***Protection of biodiversity***

- Ensure that no production site possibly having detrimental impact on the environment is located in natural protected areas listed as categories I to IV by the International Union for Conservation of Nature, in wetlands designated under the Ramsar International Convention or in sites inscribed on the inventory of the World Heritage Natural Sites of UNESCO.
- Continuously seek to minimize biodiversity impact of operations, products and services applying the Avoid-Reduce-Compensate mitigation hierarchy.

### **Principle 5: Prevent corruption, conflict of interests, and fight against fraud**

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

### **Principle 6: Respect competition law**

- Comply with the applicable competition law.

### **Principle 7: Promote economic and social development**

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

Compliance with these laws and principles may be audited.

Suppliers are required to cooperate with the audit process.

**For the SUPPLIER**

**(Company stamp, date, name and signature)**

# Cybersecurity Requirements

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### TERMS AND DEFINITIONS

### CYBERSECURITY REQUIREMENTS

### PREAMBLE

These Cybersecurity requirements set the minimum and standard framework of the rules that must be respected by the Supplier and its possible subcontractors in the context of the execution of an Order.

Cybersecurity Requirements shall not prevail over or defeat the application of (i) applicable laws and regulations relating to the Cybersecurity of Systems and data and (ii) more precise and stringent applicable rules relating to the Cybersecurity of Systems and Data, such as certifications to standards such as ISO, ETSI or European Cybersecurity applicable to the Supplier, its products, procedures and/or services, the Internal Rules and the rules otherwise agreed by the Parties.

It is recalled that certain Information Systems and their Resources, due to their sensitivity, may be subject to specific regulations, in particular in terms of confidentiality (e.g. defence secrecy), technical, human and organizational obligations, control and Audit, qualification and accreditation, alert and crisis management, etc. Specific Internal Rules (including the Information Systems Security Policy) as well as specific contractual rules will also apply and prevail over these Cybersecurity Requirements.

Regarding AI Technologies, additional mandatory procedures and provisions will apply when these technologies are intended to be used within critical infrastructures (notably within the meaning of Directive (EU) 2022/2557) or sensitive or vital systems and networks of the Company, or those subject to specific cybersecurity regulations. The same will apply to all high-risk AI systems (within the meaning of the AI Act). The stipulations in these AI requirements cannot replace or apply by default to such cases.

References to the Supplier must be understood as including the Supplier and its subcontractors, the Supplier's obligations extending to the Information Systems and Resources of its subcontractors.

## Terms and definitions

The terms defined below apply only to security requirements – they may in no way be used or used as a reference in the other contractual documents of the Order.

**AI Technology:** Any artificial intelligence model or system incorporated, used, and/or operated under the Order and falling within the scope of Regulation (EU) 2024/1689 of June 13, 2024 (hereinafter “AI Act”).

**CERT (Computer Emergency Response Team) TotalEnergies:** The IT emergency response team responsible for coordinating incident response and Cybersecurity assessment between TotalEnergies entities and TotalEnergies subsidiaries. See <https://totalenergies.com/cert>.

**Customer Data:** Data, including personal data, to which the Supplier has access under the Order, as well as data (including logs and metadata) generated by the Systems.

**Cybersecurity:** All the technical and organizational Measures necessary and proportionate to protect the Company's Information Systems and Resources, Customer Data, users and third parties that could be impacted, against events or actions likely to compromise the availability, authenticity, integrity or confidentiality of the Information Systems and Resources, as well as the Customer Data and the services they offer or make accessible.

**Cybersecurity Incident:** Any Event observed likely to call into question the Cybersecurity or the normal functioning of a Resource of the Information System (or a service provided by the IS function) of the Customer and likely to affect the availability, the integrity or confidentiality of the relevant Resource or Customer Data.

**Information System:** An organized set of Resources for processing data and providing services. The Information System is essential to the Company's activities. It includes the Enterprise Information System (EIS) and the Industrial Information System (IIS).

**Internal Rules:** Refers to the Customer's rules, in particular, any internal rules and procedures specific to the Information System(s) or the Customer's sites transmitted by the Customer to the Supplier or accessible from the Customer's Intranet.

**Major Cybersecurity Incident:** Any Cybersecurity Incident with consequences for the order process.

**Malicious Code:** Any program developed for the purpose of harming or by means of a computer System or a network.

**(Cybersecurity) Measure:** Means to manage a Risk, which may be of an administrative, technical, managerial, or legal nature, including in particular the policy, procedures, guidelines and organizational practices or structures.

**Resource (of the Information System):** Includes all or part of the means, services and processes involved in the operation of the Customer Information System, such as, in applications, data, technical means, equipment, networks (local, corporate, etc.). It is specified that the Resources include the means, services and processes

of the Suppliers who participate in the Customer's Information System, including Cloud or SaaS service providers, service providers in charge of managed or outsourced services, etc.

**(Cybersecurity) Risk:** A Risk characterized by:

- A Threat or malicious action of internal or external origin on Information Systems.
- A Threat or non-malicious action, such as a failure, negligence or error of the Information Systems.

**Systems:** Refers to the Information Systems of the Customer or the Supplier used in the context of the Order.

**(Cybersecurity) Threat:** Potential cause of a Cybersecurity Risk, which can harm an Information System or an organization.

## Cybersecurity Requirements

<b>1. Raise awareness of Cybersecurity among personnel</b>	<b>Cybersecurity Awareness and Training</b>
The Supplier must conduct awareness-raising actions among the personnel involved in the performance of the Order (including subcontractors), to ensure that they are aware of the Cybersecurity rules to be applied.	
<b>2. Protect the Customer' data used in the context of the Order</b>	<b>Collaborative tools &amp; shared spaces</b>
The Supplier must ensure that all data and documents relating to the Customer (including Customer Data or those generated by the service defined in the Order or inventory data) remain on the dedicated and secure environments. The transfer of data or documents outside these environments is strictly prohibited. In particular, the documents and messages exchanged under the Order must not be communicated to third parties without the prior consent of the Customer.	
<b>3. Delete e-mail messages and documents related to the Order at the end of the Order</b>	<b>Collaborative tools &amp; shared spaces</b>
Unless otherwise stipulated in a contractual document that takes precedence over these requirements and unless there is a mandatory legal obligation or for the purposes of certifying the product or service that is the subject of the Order, the Supplier must delete from its own Resources, Customer Data and electronic messages and documents, within a maximum period of one (1) month from the termination of the Order for any reason whatsoever.	
<b>4. Secure the workstations used under the Order</b>	<b>Security of mobile systems, workstations, and equipment</b>
The Supplier must ensure the hardening of the workstations used by its personnel (and/or subcontractors) in the context of the performance of the Order so that this equipment does not constitute a vector of breach of the security of the Resources used for the performance of the Order (e.g. theft of equipment resulting in the disclosure of confidential information or the loss of essential data, the propagation of Malicious Code or the logical intrusion and illicit access to sensitive Resources).	
<b>5. Manage Incidents related to Malicious Codes</b>	<b>Protection against malicious code</b>
The Supplier must define and implement processes and procedures for the managing Threats and Malicious Codes. The Supplier is required to comply with its contractual and legal obligations about reporting Security Incidents to the Customer, including the breach of personal or non-personal data.	



<b>6. Alert in case of a Major Security Incident</b>	<b>Cybersecurity Incident Management</b>
<p>Major Security Incidents must be reported to the CERT TotalEnergies (<a href="https://totalenergies.com/cert">https://totalenergies.com/cert</a>) within seventy-two (72) hours from the moment the Supplier becomes aware of them, specifying in particular the nature and extent of the Major Security Incident, proven and potential, as well as any information to enable the Customer to assess the consequences for himself.</p> <p>The Supplier actively collaborates with the Customer and regularly updates and completes this information.</p>	

<b>7. Respond to requests from a crisis unit of the Client</b>	<b>Cybersecurity Incident Management</b>
<p>The Supplier must have a crisis management organization allowing it to respond to requests from the Customer's crisis unit as soon as possible.</p>	

<b>8. Declare AI Technologies Used in the Order</b>	<b>Knowledge of AI Technologies</b>
<p>The Supplier must declare in writing to the Client, before any use, the AI Technologies they wish to use under the Order, from its signing and at any time during its execution. The same applies in case of any modification of the AI Technologies during the execution of the Order.</p> <p>The Client may oppose in writing the use of AI Technologies, without having to justify and without compensation or indemnification to the Supplier, with the Order continuing under the initially agreed conditions until its term.</p> <p>The AI Technologies authorized on the day of the signing of the Order are exhaustively specified in the Annex Description of Services.</p>	

<b>9. Compliance of AI Technologies Used in the Order</b>	<b>Compliance of AI Technologies</b>
<p>The Supplier guarantees for itself and its subcontractors that the AI Technologies:</p> <ul style="list-style-type: none"> <li>- Do not include any prohibited AI (within the meaning of the AI Act) and that no prohibited AI has been previously used in relation to the AI Technologies in the execution of the Order;</li> <li>- Do not include high-risk AI, except with the prior written consent of the Client and subject to the application of specific and prior procedures, contractual and technical conditions provided for by the AI Act;</li> <li>- Comply with all applicable laws, including the provisions of the AI Act, and are updated according to changes in applicable laws, within legal deadlines, at no additional cost to the Client;</li> <li>- Have not been subject, in the last six (6) months, to interruptions resulting from the use of any emergency mechanism to prevent the AI technologies from executing or performing a particular function;</li> <li>- Are implemented within the framework of strict specifications, design, and control and supervision protocols to restrict access to its AI Technologies and training, testing, verification, and improvement data, and that there has been no unauthorized access to the algorithm or software incorporating the AI Technologies or to the training, testing, verification data used to train and/or improve the AI Technologies.</li> </ul>	

**End of document.**