

**TOTAL UK LIMITED**  
**General Conditions of Purchase for Goods, Works and/or Services**

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## ARTICLE 1 - DEFINITIONS

- 1 These are the General Conditions of Purchase for Goods Works and/or Services of Total UK Limited (company registered number 553535) whose registered office is at 183 Eversholt Street, London, NW1 1BU that are hereinafter referred to as the "GCPGWS" or the "Conditions". In these Conditions, the following terms shall have the meanings set out below:
- 1.1 "Acceptance": acceptance of the Works by TOTAL in the manners set out in Article 11.
- 1.2 "Conformity": the conformity of the Work and Services with each and all of the following:  
1.2.1 the specifications provided or approved by TOTAL and any expected results set out in the Contract;  
1.2.2 the other provisions of the Contract;  
1.2.3 any prevailing industry standards; and  
1.2.4 any applicable statutory provisions.
- 1.3 "Contract": the contract concerning the purchase of Goods Works and/or Services and governing relations between the Contractor and TOTAL, including in particular in descending order of priority, the following documents –  
1.3.1 the Order Form,  
1.3.2 where applicable, any special conditions entered into by the Parties and appendices (the "Special Conditions"),  
1.3.3 the GCPGWS,  
1.3.4 any other documents drafted by the Contractor, which TOTAL has expressly agreed to incorporate into the Contract.
- 1.4 "Contractor": the legal entity or natural person selected by TOTAL to perform the Contract.
- 1.5 "Goods": products or equipment to be supplied to TOTAL by the Contractor, including where applicable, the associated documents and installation of the said products or equipment, as defined in the Contract.
- 1.6 "Order Form" or "Order": the paper or electronic form (as part of electronic transactions) by which TOTAL orders the Supply from the Contractor, which shall include, as a minimum:  
1.6.1 a description of the Supply, including article code numbers (if applicable);  
1.6.2 the price(s) payable for the Supply;  
1.6.3 the place and quantity of delivery;  
1.6.4 any applicable deadlines and dates for performance;  
1.6.5 TOTAL's contact details; and  
1.6.6 reference to the Contract..
- 1.7 "Parties" or "Party": TOTAL and the Contractor collectively or individually, as the case may be.
- 1.8 "Services": any services to be supplied to TOTAL by the Contractor, including where applicable, the associated documents and installation of the said services as defined in the Contract.
- 1.9 "Site": the location(s) where the Supply is performed.
- 1.10 "Sub-Contractor": any natural person or legal entity selected by the Contractor to provide all or part of the Supply pursuant to Article 22.
- 1.11 "Supply" or "Supplies": any services, goods, works, product or equipment to be supplied to or performed for TOTAL by the Contractor, including where applicable, the associated documents and installation of the said services, goods, products or equipment, as defined in the Contract.
- 1.12 "TOTAL": any entity of the TOTAL Group referred to in the Contract, it being understood that the TOTAL Group consists of TOTAL S.A. and of all the entities in which TOTAL S.A. holds or shall in the future hold directly or indirectly at least 50% of the share capital or voting rights. The Contractor hereby expressly acknowledges and accepts that there will be no joint and several liabilities between TOTAL on the one hand and TOTAL S.A. or any other entities forming part of the TOTAL Group on the other hand. Consequently, each ordering entity will remain solely responsible for the performance of its obligations towards the Contractor pursuant to the Contract.
- 1.13 "Works": all works and services to be supplied to TOTAL by the Contractor including but not limited to the supply of equipment, delivery, installation, commissioning repairs/replacement as more particularly set out in the Contract.

## ARTICLE 2 - CONTRACTUAL DOCUMENTS

- 2.1 These Conditions shall prevail and shall override any general conditions of sale as well as any provision contained in or on the back of any invoices and/or in any other document issued by the Contractor, and shall be applicable insofar as no legal, contractual or specific condition set out in the Contract stipulates otherwise.
- 2.2 Verbal undertakings and agreements shall be of no force and effect unless they are confirmed by written agreement between the Parties. TOTAL shall not be liable for any performance by the Contractor pursuant to a request made verbally or to a verbal modification of the Contract. 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 Contractor shall not rely on these modifications and departures for other contracts.
- 2.3 The Contract constitutes the entire agreement between the Parties and supersedes all previous exchanges, obligations and agreements relating to the Supply.

## ARTICLE 3 - ACCEPTANCE OF THE CONTRACT AND ELECTRONIC TRANSACTIONS

### General

- 3.1 All Contracts shall be in writing.
- 3.2 The performance of each aspect of the Supply is conditional upon TOTAL issuing an Order Form in advance of such performance.
- 3.3 For the avoidance of doubt, the existence of the Contract does not confer any exclusivity in favour of the Contractor.
- 3.4 The Contractor shall acknowledge receipt in writing of an Order Form within seven (7) calendar days from the date on which the Order Form was sent. If the Contractor fails to acknowledge receipt of the Order Form within such period, TOTAL shall have a further period of seven (7) calendar days in which to cancel the Order Form.
- 3.5 By replying to an invitation to tender the Contractor is deemed to have unreservedly accepted the Conditions and by starting performance of the Contract the Contractor is deemed to have accepted the Conditions.

### Electronic transactions

#### General principles

- 3.6 If TOTAL and the Contractor so provide in the Special Conditions, their commercial transactions for the purchase and sale of the Supply shall be performed in whole or in part by electronic means. These transactions may be performed either through an external electronic marketplace (the "Electronic Market") with which the Parties shall adhere to by contracting with the Electronic Market provider, or through any other electronic means. Further terms regarding the use of electronic means for the performance of the Contract shall be set out in the Special Conditions. Transactions based on an electronic Order Form, shall not be exclusive of any other form of purchase between TOTAL and the Contractor and these Conditions shall equally apply to transactions completed by electronic means.

### Proof of electronic transactions

- 3.7 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 acceptance thereof by the Contractor 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 Contractor.
- 3.8 Consequently, unless otherwise provided for in the Contract, the electronic registers stored on the computer systems of the Marketplace provider or, failing that, on TOTAL's computer system (which shall have adequate security protection), 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 time or date limit is set for a particular action, only the computer dating system of the Marketplace provider or failing that, of TOTAL's computer systems shall be valid.
- 3.9 The Parties 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 where such correspondence is stored in the form set out above.

## ARTICLE 4 - CHANGES TO THE SUPPLY

- 4.1 TOTAL shall be entitled to request in writing that the Contractor make changes to the Supply as initially defined in the Contract.
- 4.2 The Contractor shall inform TOTAL as soon as possible (and in any event no later than seven (7) calendar days following TOTAL's request for changes to the Supply) of the following:  
(i) any new delivery date,  
(ii) any effect the changes will have on prior agreed completion dates;  
(iii) any impact on the cost of the Supply compared to the price(s) originally set out in the Contract; and  
(iv) more generally, any other effect on the Contract arising directly from said changes.
- 4.3 The Contractor shall only perform the changes if both Parties have signed a written amendment to the Contract, or at the very least, upon receipt of TOTAL's prior written consent to all changes the request may have on the Supply.

## I - CLAUSES SPECIFIC TO THE SUPPLY OF GOODS

### ARTICLE 5 - DELIVERY OF THE GOODS

#### Delivery terms

- 5.1 The Contractor shall deliver the Goods to the delivery address shown on the Order Form or as otherwise specified in the Contract. Should the Contract or Order Form be silent on the method of delivery of Goods, all deliveries of Goods pursuant to the Contract shall be made "Delivered Duty Paid - named place of delivery" (DDP), as specified in the latest edition of *Incoterms*, at the place agreed, during working days and normal working hours of TOTAL (as detailed in the Contract). TOTAL shall be entitled to change the place of delivery by notifying the Contractor in writing of the said change in advance of the expected date of dispatch of the Goods. Partial deliveries of the Goods shall only be allowed if TOTAL has consented in writing to the same.

#### Packing, Labelling and Marking

- 5.2 The Contractor shall be responsible for packing the Goods. The packing shall be suitable for the Goods delivered and the means of transport used to deliver the Goods. Furthermore, the packing shall be in conformity with all applicable legislation, be state of the art, and shall be adequate so as to prevent any damage to the Goods during transport, handling and storage at the place of delivery. The Goods shall also be adequately labelled in compliance with all applicable laws and as provided for in the Contract.

#### Adherence to delivery lead times or dates – Liquidated Damages

- 5.3 Adherence to delivery lead times and dates is an essential condition of the Contract. Whenever late delivery is foreseeable, the Contractor must inform TOTAL immediately in writing of the extent of and reasons for the delay. In the event of late delivery, TOTAL shall be entitled to reject the Goods and either:  
5.3.1 return them to the Contractor;  
5.3.2 store the Goods until they are recovered by the Contractor at the risk and cost of the Contractor.
- 5.4 In addition to the above, should the Contractor and/or any of its employees, Sub-Contractors or third party under its control deliver the Goods late, the liquidated damages specified in the Contract shall immediately and without further notice become due and payable to TOTAL.
- 5.5 This clause shall not affect TOTAL's right to claim further damages from the Contractor and/or to cancel the Contract immediately as of right, in accordance with the provisions of Article 23.

### ARTICLE 6 - ACCEPTANCE OF THE GOODS

- 6.1 Acceptance of the Goods shall be deemed to occur following written confirmation by TOTAL that the Goods conform to the Contract and, where applicable, following receipt by TOTAL or by its representative of all documents applicable to the Goods (including material certificates and drawings). At the time of any such confirmation, the Contractor shall ensure that TOTAL has all information and documents required to ensure the safe and proper operation and maintenance of the Goods.
- 6.2 If the Goods are expressly rejected by TOTAL, they shall be kept available for the Contractor at the point of delivery, at the Contractor's risk and expense. In the event of such rejection, and unless TOTAL decides otherwise in writing, the Goods shall, at the choice of TOTAL, either be repaired or be replaced not later than seven (7) calendar days following rejection by TOTAL. The Contractor 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 7 - TRANSFER OF OWNERSHIP AND OF RISKS TO THE GOODS

- 7.1 The transfer of ownership shall occur on delivery of the Goods, except if all or part payments are made before the delivery date, in which case the transfer of ownership shall occur in advance as soon as the Goods can be identified. In the latter case, the Contractor undertakes to identify and to set aside in the name of TOTAL the Goods deliverable pursuant to the Contract as and when it is produced, and in such a way that it cannot be confused with the Contractor's own stocks or with any other items to be delivered to other purchasers. These Goods shall be held by the Contractor on trust for TOTAL. The Contractor shall allow TOTAL free access to its premises to enable TOTAL to take possession of such Goods as and when required. The Contractor shall procure that its Sub-Contractors also comply with the provisions of this Article 7.
- 7.2 The Contractor waives any right of recourse to any retention of title clause not expressly agreed to by TOTAL. The Contractor shall ensure that its own supplier's chain and its Sub-Contractors do the same.
- 7.3 The transfer of risks shall occur in all cases on delivery of the Goods, except in the event of rejection of the said Goods as provided in Article 6.

## II - CLAUSES SPECIFIC TO THE SUPPLY AND PERFORMANCE OF WORKS

### ARTICLE 8 - REGISTRATIONS, APPROVALS, AUTHORISATIONS

- 8.1 The Contractor warrants that it, any Sub-Contractors it appoints and any of its suppliers, have all statutory registrations, approvals and authorisations required to perform the Works on the Site, including but not limited to all licences, permits and registrations required by government authorities and all approvals and certifications required from professional organisations. The Contractor shall provide TOTAL with a copy thereof prior to commencement of the Works.
- 8.2 In the event any such licences, permits, registrations, approvals or authorisations are withdrawn or not renewed, the Contractor shall immediately inform TOTAL whereupon TOTAL shall be entitled to terminate the Contract in accordance with Articles 23.5 to 23.7.

### ARTICLE 9 - TERMS AND CONDITIONS SPECIFIC TO THE PERFORMANCE OF WORKS

- 9.1 The Contractor shall for the duration of the Contract:
- 9.1.1 exercise all reasonable skill, care and judgement in the performance of the Works;
- 9.1.2 ensure the Conformity of the Works;
- 9.1.3 comply with performance completion dates; and
- 9.1.4 keep detailed records of all services performed in relation to the provision of the Works and make them available for inspection and provide copies at TOTAL's request.
- 9.2 The Contractor shall ensure the internal organisation, and shall make available, under its sole responsibility, all the resources necessary or useful to ensure proper performance of the Works.
- 9.3 The Contractor shall ensure that the performance of all its obligations hereunder are initiated and achieved in a smooth and organised manner so that no business whatsoever of TOTAL shall be hindered or interrupted.

#### Duty to inform

- 9.4 The Contractor shall ensure it is aware of all potential external factors (including but not limited to technical conditions), which may affect the performance of the Works, and shall give appropriate information, advice and prior warnings to TOTAL, regardless of TOTAL's knowledge or expertise in relation to such factors. The Contractor shall warn TOTAL of all risks associated with the Works, without limitation, any health, hygiene, safety and environmental risks.
- 9.5 Prior to commencing performance of the Works, the Contractor shall diligently examine the information provided by or on behalf of TOTAL, such as any plans and specifications. The Contractor shall also request and TOTAL shall provide any other document or information, which in the opinion of the Contractor is missing.
- 9.6 The Contractor shall inform TOTAL without delay of any errors, omissions, contradictions or inconsistencies between the information provided by TOTAL and any prevailing industry standards. Failure to inform TOTAL of the same shall preclude the Contractor from any later right of recourse in relation thereto.
- 9.7 In the event that the Contractor fails to comply with the provisions hereof, all and any consequences arising from such omissions, contradictions or inconsistencies shall be borne solely by the Contractor.
- 9.8 The Contractor shall promptly advise TOTAL in writing thereof and thereafter consult regularly with TOTAL regarding any labour disputes or unrest which affect or may reasonably be expected to materially affect the performance by the Contractor under the Contract.

#### Adherence to performance lead times and dates – Liquidated Damages

- 9.9 The Contractor shall perform the Works within the time limits set out in the Contract.
- 9.10 Adherence to delivery completion dates, including but not limited to the date of Acceptance, the date of remediation defects in the Works reservations after Acceptance of the Works or, where Acceptance is postponed, the date for achieving Conformity in the Works is an essential condition of the Contract.
- 9.11 Whenever a failure to comply with completion dates (including the date of Acceptance of the Works) is foreseeable, the Contractor shall inform TOTAL immediately in writing of the expected duration of and reasons for the delay and shall propose suitable corrective measures. TOTAL shall have the right to reject any such measures. In the event of any delay on the part of the Contractor the liquidated damages specified in the Contract shall immediately as of right and without notice become due and payable by the Contractor to TOTAL. The payment by the Contractor of these liquidated damages shall not affect TOTAL's right to terminate the Contract in accordance with the terms of Article 23 and/or to claim damages from the Contractor and to receive a refund of the price already paid by TOTAL for the portion of the Works not performed at the time of termination.

#### Equipment, fittings, tools

- 9.12 The Contractor shall keep, at its own risk and expense, any equipment, fittings and tools it uses in the performance of the Works in good condition and in conformity with applicable laws and regulations.
- 9.13 The Contractor shall repair or replace at its own expense all equipment, fittings and tools provided by TOTAL which the Contractor or its employees, agents or Sub-Contractors have damaged, so as to restore them to their original condition.

#### Cleaning and clearing of the worksite – Packaging material

- 9.14 The Contractor shall keep the Site clean and tidy. The Contractor shall without delay, in the appropriate manner and as and when the Works do progress, remove all equipment, scaffolding and temporary structures, debris and other items belonging to the Contractor or for which it is responsible that are no longer required to continue the performance of the Works.
- 9.15 All waste produced by the Contractor during performance of the Works shall be removed and disposed of by the Contractor in strict conformity with the applicable laws and in accordance with health, hygiene, safety and environmental protection regulations as are in force at the Site.

### ARTICLE 10 - PERSONNEL

#### Expertise, permanence and training of the Contractor's teams

- 10.1 The Contractor shall assign for the performance of the Works, teams who have the experience, expertise, qualifications, authorisations and certifications required for the proper performance of the Works.
- 10.2 The Contractor shall have sole responsibility for the management and supervision of the Works performed by its teams.
- 10.3 The Contractor shall be liable for all acts, omissions, representations, costs charges and expenses (including all medical costs) of or in connection with all or any member of its employees, consultants, agents, directors, officers and representatives and any employees or representatives of its Sub-Contractors and keep TOTAL fully and effectively indemnified and hold it harmless from and against all claims, losses or damage arising in relation to any such acts, omissions, representations, costs charges and expenses.
- 10.4 The Contractor shall be solely responsible for remunerating its employees, agents, representatives and Sub-Contractor and where applicable for paying any income tax and national insurance contributions on their behalf.

#### Presence on the Site and official language at the Site

- 10.5 Whenever the Works are performed, in whole or in part, at the Site, the Contractor shall ensure that its teams comply with the Site's internal rules and regulations and shall procure that such teams wear any requisite identification badges at all times whilst on the Site. The Contractor's team leader(s) and any safety officer present at the Site shall be fluent in English and shall be able to disseminate any relevant information to its staff and Sub-Contractors and ensure compliance with instructions, rules and procedures in force at the Site.

#### Prevention of illegal labour

- 10.6 The Contractor warrants that its personnel and the personnel of any of its Sub-Contractors involved in the performance of the Works shall be employed in full compliance with applicable laws.
- 10.7 In the event the Contractor and/or any of its Subcontractors intend to use foreign employees to perform the Contract, the Contractor hereby certifies that said employees shall, at the time they perform their work, have all required authorisations, work permits and immigration documents required to carry out the said work.
- 10.8 The Contractor shall ensure its Subcontractors comply with the provisions of Article 10.1 to 10.5 and shall obtain from them the warranties and certifications set out in Articles 10.6 and 10.7.

### ARTICLE 11 - ACCEPTANCE OF THE WORKS

- 11.1 Acceptance of the Works shall take place after TOTAL has examined the apparent Conformity of the Works, once the elements described in the Contract have been delivered to TOTAL.
- 11.2 Acceptance of the Works with or without reservations, or refusal to Accept, shall be recorded in a memorandum dated and signed by the Parties (hereinafter the "Memorandum of Acceptance").
- 11.3 Acceptance shall neither relieve the Contractor from its obligations under the warranties given in the Contract nor from its liability for defects or non-Conformity of any type whatsoever that were not apparent at the time of Acceptance.
- 11.4 Acceptance shall take place once TOTAL is satisfied that the procedures set out in the Contract have been complied with, or should the Contract be silent on such procedures, Acceptance shall take place in accordance with the provisions of Articles 11.5 to 11.7 below.

#### Acceptance without reservations

- 11.5 Acceptance of the Works without reservations shall be deemed to take place once TOTAL has confirmed that the Works are in apparent Conformity.

#### Acceptance with reservations

- 11.6 If TOTAL Accepts the Works but with reservations, the Contractor shall remedy the said reservations within the timescales set out in the Memorandum of Acceptance and the Contractor shall present the Works for a new inspection at the agreed date. In the event of non-compliance with the timescales for remediation of the reservations, the liquidated damages provided in Articles 9.9 to 9.11 shall apply.
- 11.7 In addition to the above, where the Contractor does not remedy the reservations within the specified timescales or where Conformity is not confirmed at the date agreed for the new inspection, TOTAL shall have the following options:
- 11.7.1 to have a third party perform any work and/or services as are necessary to remedy the reservations at the expense and risk of the Contractor five (5) calendar days after a formal notice to remedy has been hand-delivered to the Contractor's representative or sent by registered letter with acknowledgment of receipt and left un-remedied (but without prejudice to TOTAL's right to terminate the Contract in accordance with Article 23); or
- 11.7.2 waive its right to demand to the Contractor to remedy the reservations in consideration of a recalculation of the price(s) for the Works.

#### Postponement of the date for Acceptance

- 11.8 In the event TOTAL's inspection identifies material non-Conformity of the Works and if in the sole opinion of TOTAL, the Works can further be performed in their entirety or the non-Conformity can be remedied within an acceptable time period, TOTAL shall have the right to postpone the date of Acceptance by sending a notice of postponement to the Contractor, including a final deadline for a new inspection of the Works. At this final deadline, TOTAL may:
- 11.8.1 accept the Works, with or without reservations, in accordance with Articles 11.5 to 11.7; or
- 11.8.2 refuse definitively the Acceptance of the Works, in accordance with Article 11.10.

- 11.9 If the date of Acceptance is postponed, the liquidated damages contained in Articles 9.9 to 9.11 shall apply from the date of the notice of postponement.

#### Refusal to Accept

- 11.10 TOTAL shall have the right to refuse Acceptance should the Works not be performed in full or due to lack of Conformity in any material or significant respect. In such circumstances, TOTAL may definitively refuse the Acceptance of the Works and may terminate the Contract in accordance with the provisions of Article 23.

### ARTICLE 12 - TRANSFER OF OWNERSHIP AND OF RISKS OF THE WORKS

- 12.1 Ownership of the Works shall transfer to TOTAL gradually as and when the Works progress. However, whenever the Works include the manufacturing and the supply of Goods the provisions of Article 7 shall apply.
- 12.2 The Contractor hereby waives any right of recourse to any retention of title clause not expressly agreed by TOTAL. The Contractor shall ensure that its own suppliers' chain and its Sub-Contractors do the same.
- 12.3 The transfer of risk in the Works and of any Goods shall occur in all cases on the date of Acceptance in accordance with the provisions of Articles 11 and 6. The Contractor shall be liable for all damages and losses arising in relation to the Works and Goods before such date of Acceptance.

## III – CLAUSE SPECIFIC TO THE SUPPLY OF SERVICES

### ARTICLE 13 - CONTRACTOR'S OBLIGATIONS

#### Industry Standards

- 13.1 The Contractor shall perform the Services as TOTAL may require in accordance with the Contract and to the highest professional and industry standards and to the best of its ability with that degree of skill, care and diligence expected and demanded from professional, skilled and experienced contractors engaged in similar services.

#### Compliance

- 13.2 The Contractor shall procure that the Services shall be carried out in compliance in all respects with the relevant requirements of any statute, statutory instrument, order, regulation, code of practice whether in the UK or under European law and fully indemnify and hold TOTAL harmless from and against any and all liabilities, proceedings, claims, actions, demands, penalties, losses, costs (including legal costs) and expenses whatsoever suffered or incurred by TOTAL as a result or by reason of any failure or neglect on the part of the Contractor or any of its Sub-Contractors so to comply.

#### Professional Standards

- 13.3 The Contractor shall procure that its members of staff, agents, or Sub-Contractors perform their tasks in a manner which is at all times correct, respectful and courteous



and according to the highest standards of professionalism and customer care and shall ensure that each of its employees, agents and Sub-Contractors complies with the work rules applicable to TOTAL employees or agents or the employees or agents of its Sub-Contractors. This shall, without limitation, include any health and safety rules and procedures and any security procedures.

#### **Staff**

13.4 The Contractor shall demonstrate best industry practice in the recruitment, training and evaluation of all its members of staff or Sub-Contractors engaged in providing the Services and procure that such staff or other personnel shall be suitably skilled, qualified, competent fit and healthy to carry out the tasks properly assigned to them in a safe, efficient and effective manner.

#### **Staff Removal**

13.5 The Contractor shall upon TOTAL's request remove forthwith from the performance of the Services and at its own cost and expense any member of the Contractors employees who in the opinion of TOTAL is incompetent or negligent in the performance of his duties, or conducts himself in an unsafe manner, or is guilty of misconduct, lack of courtesy or of customer care and likewise cause its Sub-Contractors to so remove any such personnel. Any person so removed shall not be employed again on the performance of the Services without TOTAL's prior written approval and shall promptly be replaced or caused to be replaced by the Contractor at its own cost and expense with a suitably skilled, adequate and competent substitute.

#### **Equipment**

13.6 The Contractor shall ensure that all equipment provided for the performance of the Services is in good working order and capable of fulfilling its intended purpose safely and efficiently and is complete in respect of all accessories and associated equipment necessary to enable its operation.

### **IV – CLAUSES THAT APPLY TO ALL FORMS OF SUPPLY**

#### **ARTICLE 14 - PRICES**

14.1 Unless otherwise specified in the Contract, prices stated in the Contract shall be fixed which, subject to Articles 4 and 16, shall not be subject to amendment. These invoices shall include, without limitation, all costs incurred by the Contractor in the course of performance, production, packing, loading, transport and unloading of the Supply. All prices are exclusive of VAT.

14.2 The Contractor shall bear all costs relating to customs duties, taxes, fees and any other levies arising in connection with the Supply, other than VAT, as aforesaid.

#### **ARTICLE 15 - INVOICING AND PAYMENT TERMS**

15.1 Unless otherwise specified in the Contract, invoices shall be prepared in an electronic format by the Contractor and sent by email to [rm.payables@total.com](mailto:rm.payables@total.com), in compliance with all applicable laws and moreover the provisions of the Contract. These invoices shall be addressed to TOTAL at the address specified by TOTAL in the Order Form and shall quote Contract and Order Form reference numbers. All invoices shall be made out in the currency specified in the Contract.

15.2 Where the Contract provides the costs of certain services, such as transport, are to be paid by TOTAL separately from the price of the Supply, the Contractor shall submit detailed receipts and other relevant documents to TOTAL in order to validate such costs.

15.3 Invoices shall be paid to the extent the Supply has been duly accepted by TOTAL. Unless otherwise provided for in the Contract, TOTAL shall pay invoices within 60 days from the invoice date.

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

15.5 Payment of the invoice shall not affect TOTAL's right to dispute any element of the invoice later.

#### **ARTICLE 16 - COMMERCIAL CONDITIONS AND RENEGOTIATION CLAUSE**

##### **Commercial conditions**

16.1 The Contractor hereby confirms that it has granted TOTAL the most favourable commercial conditions it is able to grant third parties for the supply of goods and/or services comparable to the Goods and/or Services ordered by TOTAL for comparable quantities to those ordered by TOTAL and under comparable performance, payment and delivery conditions.

##### **Renegotiation clause**

16.2 If the Contract has a duration of more than one (1) year and if TOTAL becomes aware that the price provided for in the Contract is materially more expensive than that offered on the market for the supply of goods or services of similar characteristics in quantity and in quality, the Contractor undertakes to renegotiate in good faith the conditions provided for in the Contract when requested to do so by TOTAL.

16.3 TOTAL shall set out in writing its proposal regarding the agenda and the duration of this re-negotiation. Where such re-negotiation leads to new terms a written amendment to the Contract shall be entered into which shall set out the details regarding the new agreed terms. Should the Parties fail to agree the terms of such negotiation, TOTAL may terminate the Contract immediately and without written notice.

#### **ARTICLE 17 - WARRANTIES AND OTHER UNDERTAKINGS**

##### **Purpose**

17.1 The Contractor shall, irrespective of TOTAL having any prior competence or knowledge, give TOTAL all necessary information, advice and health and safety warnings in relation to the nature and composition of the Supply.

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

17.3 The Contractor shall observe all laws, rules, provisions and highest professional standards applicable to the Supply, in particular with regard to production, manufacture, repair, price definition and delivery, in order to ensure that the said Supply may be legally purchased, sold, transported and exported by TOTAL.

17.4 The above conditions and warranties are in addition to TOTAL's rights under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 (and any modification or re-enactment thereof and regulations made thereunder) and not in limitation or substitution thereof.

##### **Scope and duration**

17.5 The Contractor warrants, for a minimum period of twelve (12) months, from the date of Acceptance of the Supply, that the Supply is free from all contamination, abnormal wear and tear and all faults and defects of any type whatsoever.

17.6 Should the Contractor breach this warranty, TOTAL shall at its option either require the Contractor to repair or to replace the Supplies or if the Contractor does not do so within seven (7) calendar days as of the date of the request by TOTAL, take

appropriate measures to arrange the same itself or through a third party. In any event, the Contractor shall bear all costs of any replacement and repair of the Supplies, including but not limited to travel expenses, the costs of returning the Supplies to TOTAL's premises and any parts and labour, but without prejudice to any other rights or remedies TOTAL may have.

17.7 Any replacement or repair of the Supplies under warranty shall give rise to a new warranty for a minimum period of twelve (12) months from the date of TOTAL's acceptance of the repaired or replaced Supplies.

17.8 The Contractor remains bound by all applicable statutory warranties and product liability guarantees as well as for hidden defects.

##### **Availability of spare parts**

17.9 The Contractor warrants that it shall keep available all spare parts required for the correct operation, repair and maintenance of the Supplies for a minimum period of ten (10) years from the date of delivery, unless otherwise specified in the Contract.

17.10 In addition to the above, the Contractor warrants that during such ten (10) year period it shall maintain the capacity to maintain the processors, operating systems and software delivered with any equipment or system that form part of the Supplies.

##### **Remuneration of employees**

17.11 The Contractor warrants that it alone shall be responsible for remunerating its employees, agents, representatives and Sub-Contractor and where applicable for paying any income tax and national insurance contributions on their behalf.

##### **Acts of employees**

17.12 The Contractor shall be liable for all acts, omissions, representations, costs charges and expenses (including all medical costs) of or in connection with all or any member of its employees, consultants, agents, directors, officers and representatives and any employees or representatives of its Sub-Contractors and shall keep TOTAL fully and effectively indemnified and hold it harmless from and against all claims, losses or damage arising in relation to any such acts, omissions, representations, costs charges and expenses.

##### **Labour unrest**

17.13 The Contractor shall promptly advise TOTAL in writing thereof and thereafter consult regularly with TOTAL regarding any labour disputes or unrest which affect or may reasonably be expected to materially affect the performance by the Contractor under this Agreement.

##### **Adequate records**

17.14 The Contractor shall at its own expense maintain a computer system efficient to maintain adequate records and statistics of its performance under the Contract and if requested enable TOTAL to access and interact with the Contractor's computer system.

##### **Disruption**

17.15 The Contractor shall ensure that the performance of all its obligations hereunder are initiated and achieved in a smooth and organised manner so that no business whatsoever of TOTAL shall be hindered or interrupted.

##### **TOTAL property**

17.16 The Contractor shall maintain in good order and state of repair at its own expense (and where agreed in TOTAL's colours) and take good care of any TOTAL property (whether moveable or immovable, tangible or intangible). Any property so provided shall (as the case may be) be vacated, relinquished, or returned to TOTAL immediately upon termination hereof (howsoever caused) provided always that, subject to written agreement to the contrary, the Contractor shall on no occasion have any tenancy, licence or other right of occupation or any lien, charge, equitable or other interest of whatsoever nature over or in respect of any property provided by TOTAL to the Contractor for its use. Any such written agreement to the contrary shall terminate immediately on termination hereof and any property shall be returned to TOTAL as hereinbefore set out.

#### **ARTICLE 18 - QUALITY**

##### **Quality controls and/or audits**

18.1 The Contractor shall use all means, including without limitation, quality controls, which are necessary to ensure that the Supply complies with all statutory and contractual obligations and shall comply with any specific quality control requirements set out in the Contract.

18.2 TOTAL shall be entitled, either itself or through its representatives, to carry out quality controls, inspections and/or audits at the Contractor's sites before or during or after the performance of the Contract and the Contractor shall afford TOTAL or representatives all reasonable cooperation and access to such sites. The quality controls, inspections and/or audits carried out shall not reduce the Contractor's contractual liability in any way whatsoever. The Contractor shall provide TOTAL all assistance (and access to the Contractor's sites and records) as is required to carry out such quality controls, inspections and/or audits.

##### **Traceability**

18.3 Upon written request by TOTAL, the Contractor undertakes to furnish to TOTAL all information necessary to identify the origin, place and date of manufacture of the Goods, its components, the quality controls performed in relation to the Goods, the serial or batch numbers and any other relevant information.

#### **ARTICLE 19 - HEALTH, SAFETY AND THE ENVIRONMENT**

19.1 When delivering or performing the Supply to or on a Site, the Contractor shall comply and ensure that all of its employees, representatives or Sub-Contractors comply with all rules and regulations in force on the Site, in particular, those regarding health, hygiene, safety, working conditions and the environment as well as all applicable legislation and regulations.

19.2 The Contractor hereby undertakes and shall procure that any Sub-Contractor undertakes to facilitate the coordination of the performance of the Supply with the activities of TOTAL and third parties who are present on the Site and prevent the risk of personal injury and property damage during the performance of the Supply.

19.3 The Contractor shall:

19.3.1 ensure that its personnel and that of any of its Subcontractors are qualified to use any fittings, equipment and tools required for the performance of the Supply;

19.3.2 ensure that no part of the Supply is performed by its personnel or by the personnel of any of its Subcontractors under the influence of alcohol, drugs or any other illegal substance; and

19.3.3 at its own expense, prevent any working conditions or activity under its control that are dangerous and/or harmful to health, hygiene, safety, working conditions or the environment.

19.4 If the Contractor, its Subcontractors, employees or representatives do not comply with any of these obligations, TOTAL reserves the right to undertake or require the Contractor to undertake all measures as are appropriate to achieve compliance (if in TOTAL's opinion the said measures have not been taken and implemented promptly enough, refuse the Contractor and/or any of its employees or Sub-Contractors access to or continued presence at the Site.

19.5 All consequences of non-compliance with any of these obligations in this Article 19, and the denial of access to or of continued presence on the Site, including costs associated with TOTAL taking any remedial measures as a result of deficiencies in the Contractor's actions or as a result of the Contractor's negligence and any costs incurred by the Contractor itself as a result of such denial, shall be borne solely by the Contractor.

19.6 Notwithstanding any other provision herein, in the event of non-performance by the Contractor of one of the obligations set out in this Article 19, TOTAL shall have the right to terminate the Contract immediately and without formal notice of termination.

## ARTICLE 20 - LIABILITY AND INSURANCE

### Liability

20.1 Each Party shall be liable for all damage that it or its employees, representatives, Sub-Contractors cause(s) to the other Party or to a third party in relation to the Supply and/or in connection with the performance of the Contract. The Contractor shall indemnify and hold TOTAL (and its insurers) harmless against such damage, cost and/or liability that the other Party may suffer.

### Insurance

20.2 The Contractor and its Sub-Contractors 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 the warranty period specified in Article 17) and any extension:

- 20.2.1 a "General/Public Liability" insurance policy for a minimum amount of £5,000,000 for all types of losses and per occurrence;
- 20.2.2 a "Product Liability" insurance policy and/or a "Professional Liability" insurance policy for a minimum amount of £5,000,000 per occurrence and per year;
- 20.2.3 a civil or third party automobile liability insurance policy for motor vehicles used in connection with the performance of the Contract;
- 20.2.4 employers' liability insurance as required by law covering damages caused to the Contractor's personnel; and
- 20.2.5 in addition, any other insurance required to comply with the applicable laws and regulations.

20.3 Before commencing performance of the Contract, and at each insurance policy renewal the Contractor shall provide TOTAL with evidence of such cover.

## ARTICLE 21 - FORCE MAJEURE

21.1 Neither of the Parties shall be deemed in default of their contractual obligations to the extent that their non-performance is due to a force majeure event, namely an event, occurrence or circumstance beyond the reasonable control of a Party, which term includes for these purposes and without prejudice to the generality to the foregoing, failure or delay caused by acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood or epidemic.

21.2 Force majeure shall only release the affected Party from its contractual obligations to the extent and for the period that that Party is prevented from performing those obligations. Each Party shall bear all expenses for which it is responsible and resulting from occurrence of the case of force majeure.

21.3 The Party affected by a force majeure event shall immediately notify the other Party ("the Non-Defaulting Party") of the situation by fax or electronic mail confirmed by registered letter, supplying all necessary documentary evidence. The Non-Defaulting Party reserves the right to check and verify the reality of the claimed facts. The Party claiming an event of force majeure must make every effort to mitigate as far as possible any adverse effects arising from its situation.

21.4 For the avoidance of doubt, strikes by employees of the Contractor or employees of any of the Contractor's Sub-Contractors or suppliers shall not be deemed to be a force majeure event and shall not release the Contractor from any liability such as liability for delay or impeded delivery.

21.5 If the event or circumstance giving rise to the case of force majeure continues for longer than fifteen (15) consecutive calendar days, the Non Defaulting Party shall be entitled to terminate the Contract immediately whereupon the Non Defaulting Party's liability under the Contract shall cease. The Contractor shall refund TOTAL any and all amounts already paid pursuant to the Contract to the extent such sums do not correspond with Supplies delivered at the time of occurrence of the event of force majeure.

## ARTICLE 22 - ASSIGNMENT

### Assignment and Change of Control

22.1 The Contractor shall not transfer the benefit or burden of the Contract to any third party, in whole or in part, without the prior written consent of TOTAL. TOTAL shall be entitled to assign all or part of the Contract to a company, which is part of the TOTAL Group, as defined in Article 1, subject to prior written information regarding such assignment being sent to the Contractor.

22.2 In the event of the Contractor merging with a company not controlled by the same company as the company controlling the Contractor at the date of the Contract, or in the event of a change of control, the Contractor shall immediately notify TOTAL thereof. For the purposes of these Conditions, 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 dispatch of such notification, TOTAL shall be entitled to terminate the Contract immediately on giving written notice. Any such termination shall be without indemnity to the Contractor but shall not affect any Order in the course of being performed.

22.3 Where the Contract is assigned by the Contractor to a third party with TOTAL's written agreement, all of TOTAL's rights arising from the Contract, including the right to claim damages shall be enforceable against the said third party. Unless expressly stipulated to the contrary, the Contractor shall remain jointly and severally liable to TOTAL for the full performance of the Contract and any liability arising thereunder.

### Sub-Contractors

22.4 Under no circumstances shall the Contract or any part thereof be sub-contracted or entrusted to another person or company by the Contractor without the prior written consent of TOTAL and where consent has been obtained it shall only be so subcontracted subject to the condition that the Contractor and the said third party both comply with all statutory provisions applicable.

22.5 Should the Contractor wish to sub-contract or outsource part of the Supply, it shall comply with the following:

- 22.5.1 give TOTAL prior written notice, specifying the type of work being outsourced or sub-contracted, details of the Sub-Contractor;
- 22.5.2 comply with all statutory provisions applicable;
- 22.5.3 obtain TOTAL's prior written consent as to use of a Sub-Contractor. All requests for authorisation shall indicate amongst other things, the type and extent of the Supply to be outsourced or sub-contracted and the qualifications of any proposed Sub-Contractor. The Contractor shall prohibit its own Sub-Contractors from sub-contracting in turn all or a part of the Supply entrusted to them by the Contractor, unless authorised by TOTAL;
- 22.5.4 in the event the Contractor fails to comply with its statutory obligations with regard to sub-contracting, TOTAL shall be entitled to immediately suspend all payments due to the Contractor so long as the latter fails to comply with said statutory obligations, without prejudice to TOTAL's right to terminate the Contract in accordance with Article 23 hereof; and
- 22.5.5 in any event, and notwithstanding any provision of these Conditions, any authorisation given by TOTAL to the Contractor to use a Sub-Contractor shall not relieve the Contractor from its contractual obligations regarding that portion of the Supply, which is sub-contracted or outsourced.

22.6 In all cases, the Contractor shall remain solely liable for the proper performance of the entire Contract. The Contractor shall indemnify and hold TOTAL harmless from and against any and all claims by the Contractor's employees or Sub-Contractors or by the personnel of said Sub-Contractors.

## ARTICLE 23 - TERMINATION

### Termination for non-performance

23.1 Either Party shall be entitled to terminate the Contract in the event of a 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, TOTAL shall be entitled to terminate the Contract in the event of default or deficiency relating to the quality, characteristics, manufacture or performance of the Supply.

23.2 The fifteen (15) day period set out in the paragraph above shall be reduced to seven (7) calendar days in the case of a material breach or repeated breaches by the Contractor of one of its obligations.

23.3 TOTAL shall be entitled to terminate the Contract as of right without notice for breach by the Contractor of one or more of rules and/or regulations concerning hygiene, health and safety and/or protection of the environment. In such case, termination shall be effective immediately upon receipt by the Contractor of written notification of termination.

23.4 The right of a Party to terminate the Contract for non-performance is without prejudice to any other rights and remedies available under the Contract or at law. In the event of termination of the Contract by TOTAL, all payments already made and concerning an undelivered portion of the Supply shall be immediately refunded to TOTAL.

### Termination at the initiative of TOTAL

23.5 Notwithstanding any other provisions of the Contract, TOTAL shall be entitled to terminate the Contract at any time, on giving thirty (30) calendar days' notice by registered letter with receipt to the Contractor whereupon the Contractor shall immediately cease further performance of the Contract. Termination of the Contract in the aforementioned manner shall have the effect of terminating any Order Form outstanding.

23.6 Following such termination the Parties shall agree in good faith on an appropriate termination fee. Unless otherwise provided in the Contract, such termination fee shall not exceed the reasonable costs actually incurred by the Contractor up to the date of termination in its performance of any existing Order Forms.

23.7 This termination fee shall be a lump sum in full and final settlement of any claims whether in respect of costs incurred, loss, damage or otherwise any other cost suffered by the Contractor as a result of such termination the Contractor waiving any further recourse against TOTAL in this connection.

### Termination in the event of insolvency

23.8 Notwithstanding anything to the contrary express or implied elsewhere herein TOTAL (without prejudice to its other rights) may at its sole discretion terminate the Contract immediately and without notice in the event that the Contractor:

- 23.8.1 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 (other than for the purpose of amalgamation or reconstruction) or has a petition presented for appointment of an administrator of the Contractor's business or suffers an administrative receiver of any of its assets to be appointed; or
- 23.8.2 ceases trading or appears to TOTAL to be unable to pay its debts; or
- 23.8.3 suffers any of its assets required for the performance of the Contract to be taken in execution or the disposal or removal of the same to be restrained by injunction.

## ARTICLE 24 - INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

### Intellectual Property rights

#### Specific elements

24.1 If the Supply contains or requires specific (namely bespoke) intellectual property elements to be prepared by the Contractor in connection with the performance of the Contract (including but not limited to plans, manuals or brochures, documents prepared by the Contractor and/or any third party called upon), the Contract shall include the transfer to TOTAL of all intellectual property rights in relation to such specific elements. Consequently, the Contractor or any of its Sub-Contractors shall assign to TOTAL the exclusive rights relating to the specific elements, including all rights of reproduction, representation, translation, adaptation and sale, on all media and for all forms of use. This assignment shall be made in perpetuity including for the whole duration of the protection of the intellectual property, for all countries and in all languages.

24.2 This assignment of intellectual property rights shall gradually occur as and when the specific elements are created.

24.3 A list of specific elements may be set out in the Contract but this list shall not be deemed to be exhaustive.

#### Standard elements

24.4 To the extent that the Supply contains standard, non-bespoke elements (including but not limited to plans, manuals or brochures, documents, standard software included in or incidental to the Supply) which are subject to intellectual property rights and are handed over by the Contractor to TOTAL in order to enable TOTAL to utilize the Supply, the Contractor grants to TOTAL, to the entities of the TOTAL Group and to the third parties acting on behalf of or for the benefit of TOTAL and/or any entity of the TOTAL Group, a personal and non-exclusive right to use, reproduce, represent, translate and adapt the said standard elements for its own purposes. This right shall be granted without additional cost for the entire duration of the applicable intellectual property right protection, and where permitted by law, in perpetuity, for all countries and for all media.

24.5 In case of transfer by TOTAL of the Supply to a third party, the above licence shall be transferable by TOTAL to such third party without necessitating specific consent to such transfer from the Contractor and without additional cost to TOTAL.

#### Infringement of Intellectual Property rights

24.6 The Contractor hereby warrants that all intellectual property rights relating to the Supply are either the exclusive property of the Contractor or subject to a licence granted to the Contractor by a third party holding these rights, under conditions allowing TOTAL to freely use and/or transfer the Supply.

24.7 The Contractor shall indemnify and hold harmless TOTAL against any and all claims, costs, damages, expenses or legal action suffered by TOTAL in connection with any actual or alleged infringement of intellectual property rights in relation to the Supply. If in the opinion of TOTAL the Supply carries a risk of claim or legal action, the Contractor shall take all steps necessary to ensure that such risk of infringement or of other breach is eliminated.

24.8 If an allegation is made that TOTAL may not use the Supply without infringing a third party's intellectual property right, the Contractor shall, at its own cost and at the sole option of TOTAL, either replace or modify the Supply in respect of which such allegation is made, in such a way so as to ensure that the infringement of Intellectual Property rights no longer exist and at all times in accordance with its contractual obligations. Such replacement or modification shall be performed within time scales compatible with the requirements of TOTAL. Failing such replacement or modification, the Contractor shall refund to TOTAL the price of the Supplies. The above provisions do not affect TOTAL's right to claim further damages from the Contractor.

## ARTICLE 25 - REVIEW COMMITTEE AND MEETINGS

- 25.1 When requested by Total, the Parties shall form a committee comprising of representatives of each Party including at least a general manager (or other person of comparable seniority and authority) of each Party (the "Review Committee").
- 25.2 The Parties shall each use their best endeavours to ensure that the Review Committee meets throughout the term of the Contract at intervals not exceeding three months to:
- 25.2.1 review the Contractor's performance in providing the Supply in accordance with the Contract;
- 25.2.2 discuss any proposed changes to the Supply;
- 25.2.3 endeavour to resolve any disputes between the Parties; and
- 25.2.4 promote the relationship between the Parties.
- 25.3 The Contractor shall, when reasonably required by TOTAL, make formal presentations on specific topics at such meetings.

## ARTICLE 26 - COMPLIANCE

- 26.1 The Contractor shall:
- 26.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");
- 26.1.2 comply with TOTAL's Ethics, Anti-bribery and Anti-corruption Policies as TOTAL may update them from time to time (the "Relevant Policies");
- 26.1.3 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to "adequate procedures" under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate; and
- 26.1.4 promptly report to TOTAL any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract.
- 26.2 In connection with the performance of the Supply, the Contractor shall comply, and shall procure that each of its Sub-Contractors comply, with all applicable regulations and codes relating to combating slavery and human trafficking, including but not limited to, the Modern Slavery Act 2015 (MSA).
- 26.3 The Contractor represents and warrants that, at the date of the Contract:
- 26.3.1 its responses to TOTAL's slavery and human trafficking due diligence questionnaire, if provided, are complete and accurate; and
- 26.3.1 neither the Contractor nor any member of Contractor's group: (i) has been convicted of any offence involving slavery and human trafficking; and (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 26.4 The Contractor shall implement due diligence procedures for its own suppliers, Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 26.5 The Contractor shall notify TOTAL as soon as it becomes aware of:
- 26.5.1 any breach, or potential breach, of the regulations or codes relating to combating slavery and human trafficking, including but not limited to, the Contract; or
- 26.5.2 any actual or suspected slavery or human trafficking in any part of its business or a supply chain which has a connection with the Contract.
- 26.6 The Contractor shall:
- 26.6.1 not engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- 26.6.2 have and shall maintain in place throughout the term of the Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Contractor) and to ensure compliance with Article 26.6.1;
- 26.6.3 promptly report to TOTAL any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017; and
- 26.6.4 within one month of the date of the Contract, and annually thereafter, certify to TOTAL in writing signed by an officer of the Contractor, compliance with this Article 26.6 by the Contractor and all persons associated with it under Article 26.7. The Contractor shall provide such supporting evidence of compliance as TOTAL may reasonably request.
- 26.7 For the purposes of Article 26, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Contractor includes but is not limited to any Sub-Contractor of the Contractor.
- 26.8 The Contractor shall ensure that any person associated with the Contractor who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in this Article 26 (the "Relevant Terms"). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to TOTAL for any breach by such persons of any of the Relevant Terms.

## ARTICLE 27 - DISPUTE RESOLUTION PROCEDURE

- 27.1 Where the Review Committee fails to resolve promptly any dispute arising out of the Contract either Party may give the other Party written notice of any dispute not resolved. Representatives from both Parties at a level above those forming the Review Committee or who may previously been involved in the dispute shall meet and/or make contact within 14 days of delivery of such notice to attempt to resolve the dispute and shall thereafter meet as often as they deem necessary.
- 27.2 If the dispute remains unresolved 30 days after written notice referred to in Article 27.1 above, then the dispute shall be promptly referred to the Managing Directors of both Parties for resolution.
- 27.3 Where the dispute remains unresolved, either Party may issue court proceedings pursuant to Article 32.1.

## ARTICLE 28 - NOTICES

- 28 All notices to be given under the Contract shall be in writing and shall either be delivered personally or sent by first class registered post to the registered office of the Party to be served and shall be deemed duly served: (i) in the case of notice delivered personally, at the time of delivery; or (ii) on the case of notice sent by post two clear business days after the date of despatch. All notices for TOTAL shall be addressed to the General Manager and all notices to the Contractor shall be addressed to the Contractor's Managing Director at the contact details advised from time to time.

## ARTICLE 29 - TOTAL CODE OF CONDUCT

- 29 The Contractor shall acquaint itself and comply with the principles of TOTAL Group Code of Conduct, reflecting a policy of ethics and sustainable development, a copy of which is available on TOTAL's website or on request. The Contractor shall also ensure that all of its Sub-Contractors comply with the same.

## ARTICLE 30 - CONFIDENTIALITY

- 30.1 Any document or information provided by TOTAL to the Contractor in connection with the performance of the Contract, and all elements (including all statements, studies, and other documents) prepared by Contractor for the performance of the Contract shall be treated as strictly confidential by the Contractor.
- 30.2 Any document and information the Contractor acquires in connection with the performance of the Contract (including but not limited to any documents or information concerning TOTAL's organisation, business activities, or financial results) shall be treated as strictly confidential by the Contractor.
- 30.3 The Contractor shall only be entitled to use the documents information and/or elements referred to above for the performance of the Contract and shall not disclose the same to any third party or to any staff or agent of the Contractor 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, accounting or regulatory obligations.
- 30.4 The Contractor undertakes to comply with these obligations of non-use and of confidentiality and shall procure that its employees, agents and Sub-Contractors do the same, throughout the duration of the Contract and for a further period of five (5) years after the termination of the Contract.
- 30.5 The Contractor shall however not be liable for the disclosure of information to the extent that such information is in the public domain or has been legitimately obtained from other sources.
- 30.6 The Contractor shall at the expiry or earlier termination of the Contract, return to TOTAL every document and data and every copy of the same, which may have been kept in connection with the performance of the Contract.

## ARTICLE 31 - ADVERTISING AND BRANDING

- 31.1 The Contractor and its Subcontractors shall not permit or authorise the making of any reference to the Contract in any press release, publication or advertisement whatsoever without prior written agreement from TOTAL which will not be unreasonably withheld.
- 31.2 The Contractor shall not be entitled to refer to TOTAL's company names, trademarks and/or logos or to those belonging to the TOTAL Group without the prior written consent of TOTAL.

## ARTICLE 32 - APPLICABLE LAW AND JURISDICTION

- 32.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 32.2 TOTAL and Contractor expressly renounce application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), signed in Vienna on 11 April 1980.

## ARTICLE 33 - MISCELLANEOUS PROVISIONS

### Independence of the Parties

- 33.1 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 or as implying any association, agency, partnership or society between them.

### Partial invalidity

- 33.2 In the event that any of the provisions of the Contract shall be found to be illegal, inconsistent with applicable law, unenforceable or otherwise invalid, then, notwithstanding any such invalidity, the Contract shall remain in full force and effect. Such provision shall then be deemed to be deleted and substituted by a valid provision which in its economic and other effects comes so close to the invalid provision that it can be reasonably certain that the Parties would have contracted with this new provision as well.

### Waiver

- 33.3 The waiver by either Party of a breach or default of any of the provisions of this Agreement 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 or default by such Party.

### Surviving Provisions

- 33.4 The provisions of Articles 3.2, 17, 20, 23, 24, 26, 28, 30, 31, 32, 33 and any other provision of these Conditions 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.

### Set Off

- 33.5 TOTAL shall be entitled to set-off any sum (including liquidated damages) owed by the Contractor for whatever reason against any amount owed by TOTAL to the Contractor in connection with the purchase of the Supply.

### Contract (Rights of Third Parties) Act 1999

- 33.6 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This clause does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.

### Financial Information

- 33.7 TOTAL reserves the right to request the Contractor provides its company financial information including statutory accounts whenever necessary. The Contractor shall provide such information within 14 of such request from TOTAL.

### Data Protection

- 33.8 TOTAL and the Contractor acknowledge and consent that the other party may from time to time and without further notice and to the extent permitted by law:
- (i) record and retain electronic transmissions (including telephone conversations, e-mail and instant messaging between the parties' respective representatives in connection with the Supply or other commercial matters between the parties) on central and local databases for their respective legitimate purposes; and
- (ii) monitor electronic transmissions through their internal and external networks for purposes of security and compliance with applicable laws, regulations and internal policies for their other legitimate business purposes.
- 33.9 By agreeing to these Conditions, the Contractor consents that TOTAL may process the personal data that TOTAL collects from the Contractor or its employees in accordance with TOTAL's Privacy Policy (available at <http://www.total.co.uk>).



33.10 TOTAL may transfer this personal data to other affiliates of Total S.A., their employees, agents and sub-contractors where necessary to undertake the activities mentioned above. As the TOTAL Group (to which TOTAL belongs) operates internationally, this information may be transferred to countries outside the European Economic Area. Where the countries to whom TOTAL sends your data do not have data protection laws similar to the UK's, TOTAL will take adequate steps to protect the Contractor's privacy rights.

33.11 Any queries regarding personal data held by TOTAL relating to the Contractor or its employees, and any requests for copies or rectification of such data should be sent by post to: Legal Dept, Total UK Limited, 183 Eversholt Street, London, NW1 1BU.

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Signature: ..... Date: .....

Name: .....  
for and on behalf of TOTAL UK Limited

Signature: ..... Date: .....

Name: ..... Position: .....  
for and on behalf of the Contractor

Name of Contractor: .....

