



**GENERAL CONDITIONS OF SALE FOR  
CLEAN&ENERGIES PRODUCTS**

**AT**

**CEPSA COMERCIAL PETRÓLEO S.A.U.**

January 01, 2024

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## **APPLICATION AND SCOPE:**

These General Conditions enter into effect on January 01, 2024 and are an integral part of and govern the Product Sale contracts entered into by CEPSA COMERCIAL PETROLEO S.A.U. (“**Cepsa**”) and the Client as regards sales, requests, quotes, bids, designation, supply, services, price and payment, asphalts, land transport lubricants, marine lubricants, and bases and paraffins (the “**Products**”). In the event of any discrepancy between these general sale conditions and the specific product conditions or particular conditions agreed to by the parties in each case, the particular conditions and specific product conditions shall prevail over these general conditions of sale.

Unless otherwise agreed in writing between Cepsa and the Client, these general sale conditions, with their possible modifications, replace previous conditions and void all the conditions stipulated, incorporated, or mentioned by the Client, whether in its order, approval of documentation, or anywhere other than the particular conditions.

These prior statements made in any format, including but not limited to, pamphlets, catalogs, sales publications and correspondence, as well as any correspondence sent by any means (electronic or printed) or oral communication, shall not be binding unless they are expressly mentioned in these general conditions of sale or in the particular conditions. Any offer, counter-offer, or modification proposed by the Client shall not be considered to be implicitly accepted by Cepsa unless it is indicated expressly in writing.

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## 1. Definitions

The following definitions apply in these general conditions:

- **Affiliates:** Companies that are part of the Cepsa Group under the terms set forth in Article 42 of the Spanish Commercial Code.
- **Cepsa:** **CEPSA COMERCIAL PETRÓLEO, S.A.U.**, with registered office at Paseo de la Castellana, 259 A, 28046, Madrid and CIF A80298896.
- **Client Area:** This is the client area on Cepsa's website, [www.cepsa.es](http://www.cepsa.es), where clients can register in order to maintain commercial relations with Cepsa and through which, if applicable, Purchase Orders for Cepsa Products should be carried out.
- **Client:** Any natural or legal person who is going to purchase Products from Cepsa.
- **Confidential Information:** As defined in clause 11.1. of these GCS.
- **Delivery Note:** This is the physical or electronic document to be signed by the Parties when the Products are delivered, which will include the date, time, place, and quantity of Product supplied to the Client.
- **Delivery Side:** This is the place where Products shall be delivered pursuant to the PCs.
- **Delivery:** Making the Products available to the Customer at the Delivery Site in accordance with the PC.
- **GCS:** These general conditions of sale.
- **Incoterm:** The Incoterms 2020 (International Commercial Terms) approved by the International Chamber of Commerce (ICC).
- **Parties:** The Client and Cepsa.
- **PC:** The particular conditions of sale for the Products signed by the Parties.
- **Product Documentation:** The documentation of the Product that is for sale, which consists of Product Specifications and Safety Sheets and can be found on the commercial website [www.cepsa.es](http://www.cepsa.es)
- **Product Specifications:** These are the specifications indicated for each Product, which can be found on the commercial website [www.cepsa.es](http://www.cepsa.es)
- **Products:** Any Cepsa asset linked to these GCS that are to be purchased by the Client.
- **Purchase Order:** The document or electronic means through which the Client makes an express written request for a Product from Cepsa.

- **Safety Sheets:** The sheet for each Product, which can be found on the commercial website [www.cepsa.es](http://www.cepsa.es)
- **SPC:** These are the Specific Product Conditions applicable to the products marketed by Cepsa, which can be found on the commercial website [www.cepsa.es](http://www.cepsa.es)

## 2. Field of application:

- 2.1 These GCS, together with the PC that may be established and the SPC, shall apply to all Purchase Orders for Products that the Client formalizes with Cepsa; the Client's potential general conditions of purchase shall not apply, unless expressly agreed to in writing by the Parties.
- 2.2 The PC are those that appear on the Purchase Order accepted by Cepsa. In case of discrepancy between the GCS, the SPC, and the PC, the following order of priority shall be followed:
  - (i) PC
  - (ii) SPC
  - (iii) GCS
- 2.3 The request and/or acquisition by the Client of Cepsa's Products implies full acceptance without reservation and adherence to these GCS and the SPC.
- 2.4 Cepsa reserves the right to modify these GCS and SPC without such modifications affecting current Purchase Orders in progress.
- 2.5 Unless expressly stated otherwise in the PC, these GCS shall not apply to the Purchase Orders for products such as marine lubricants, asphalts, bases and paraffins, and any other petroleum products that are delivered on a ship. In those cases, the provisions of the SPC established for each product will be followed in these GCS.

## 3. Ordering Process

- 3.1 Purchase Orders will be submitted preferably through the Cepsa Client Area, and may also be sent in writing by email and/or ordinary mail to Cepsa's usual addresses and/or contact information. Each Purchase Order must include: the Client's identification, the Products ordered, their quantity or volume, the delivery site for the Products, and the Delivery Date for the Products.
- 3.2 The Purchase Order will be considered binding for the Client, although it will not be considered to be accepted by Cepsa until the latter provides Order confirmation in writing. Confirmation of the Order implies the Client's express acceptance of these GCS, the SPC, as well as the provisions of the Order's PC.

- 3.3 Changes to an Order will be effective only with the prior written approval of Cepsa and, in any event, in accordance with the provisions of the PC. In the event of total or partial cancellation, Cepsa reserves the right to invoice the Client for all or part of the costs and expenses already incurred as a result of the Order being canceled.
- 3.4 A Client must request cancellation of an Order a minimum of ninety-six (96) business hours prior to the Delivery Date for domestic deliveries and TEN (10) business days for international deliveries; otherwise Cepsa reserves the right to request the relevant compensation.
- 3.5 In certain cases and for certain Products, Cepsa may require its Clients to place a minimum order for Products.

#### **4. Product Delivery and Shipping**

- 4.1 The ownership of the Products, as well as liability for them, will be transferred to the Client according to the following Incoterms that apply to the supply of Cepsa Products, unless agreed differently in the PC or provided for in the SPC:
  - (i) When delivery of the Products takes place in Cepsa's warehouses, the Incoterm applicable to the Order shall be EXW.
  - (ii) When delivery of the Products takes place in the Client's warehouses, the Incoterm applicable to the Order shall be DAP.
  - (iii) When delivery of the Products is carried out on a ship, the provisions of Clause 2.5 shall apply, and, alternatively, if not stipulated for a given product, the general sales conditions for Cepsa Trading, S.A.U. shall apply, under Incoterm FOB <https://www.cepsa.com/stfls/corporativo/FICHEROS/2021-cepsa-trading-products-gtcs-v2.pdf>
- 4.2 In cases where the Delivery is carried out at Cepsa's warehouses, the Client will be responsible for loading the Products onto their vehicle, and it will be the Client's responsibility to ensure that the vehicle is suitable for loading and transporting them.
- 4.3 In the event that the Delivery is carried out at a Delivery Site other than Cepsa's warehouses, the Client must provide the personnel, material, and equipment necessary to unload the Products. The Products shall be unloaded by the Client at their own risk. Additionally, the Client shall prepare access to the Delivery Site to allow the carrier of the Products to access the Site quickly, easily, and without delay.
- 4.4 Unless otherwise agreed to in the PC, the cost of transporting the Products to the Delivery Site shall be borne by Cepsa. Notwithstanding the foregoing, in the event that the Client requests the supply of Products urgently, i.e., less than twenty-four (24) hours in advance, the Client must assume any additional costs that may arise from such an urgent request.



- 4.5 At the time of the Delivery, the Client must collect and receive the Products from Cepsa and stamp and sign the delivery notes, noting the name, surname(s), and ID number of the recipient.
- 4.6 The Products will be packaged in accordance with Cepsa's criteria. If the Client requests special packaging, they must request it in advance from Cepsa and assume the additional costs arising from said packaging.
- 4.7 Non-substantial differences between the weight or volume of the Product requested by the Client and that delivered shall not be a breach by Cepsa. In any event, the Client will receive an invoice for the actual quantity of the Product delivered. If there are reasons that prevent full delivery of the Products requested by the Client, Cepsa is allowed to make partial deliveries of the Products to the Client.
- 4.8 If the Client does not accept Delivery, or if for any reason attributable to the Client, the Delivery cannot be carried out on the date, time and at the Delivery Site agreed upon, all resulting risks and expenses shall be borne by the Client.
- 4.9 In any event, the Delivery date will be understood to be approximate and therefore cannot be considered essential. If before Delivery the Client becomes aware of the existence of circumstances that may prevent the Products from being delivered in the agreed-upon timeframe and manner, the Client must immediately notify Cepsa.
- 4.10 In the event that Cepsa is unable to carry out Delivery on the agreed-upon date, Cepsa may propose a new delivery date to the Client. If the new delivery date is not acceptable to the Client, they may cancel the order free of charge, waiving any claims for damages.
- 4.11 In no case will Cepsa be responsible for damages or losses of any kind or for the negative consequences that may arise for the Client due to delays in Delivery, except in cases of willful misconduct or gross negligence by Cepsa.

## **5. Price, invoicing and payment method**

- 5.1 The prices of the Products will be those listed in the PCs accepted by the Parties for each Order, or, failing that, those communicated by Cepsa at the time of acceptance of the Purchase Order. The Product Price communicated will be subject to product availability. Likewise, Cepsa reserves the right to modify the price of the Products until the day of Delivery. If the Client expresses their disagreement with the new Price, they may terminate the purchase agreement at no cost.
- 5.2 Prices do not include Value Added Tax and/or any other legally applicable tax at the rate in force at any given time. All taxes, tariffs, or fees of any kind, charged to the Client by any authority, related to or as a result of the supply, storage, transportation, distribution, sale, or marketing of the Products will be paid by the Client.

- 5.3 Unless the Parties agree on another form of payment in the PC, the Price shall be paid by debit card, bank transfer to the bank account owned by Cepsa, or by direct debit, in which case the Client must provide the corresponding information to Cepsa so that they can carry out the direct debit of invoices to supply the Products. Payments will be made in EUROS, with the option of payment in DOLLARS for international sales, unless a different legal currency is indicated in the PC.
- 5.4 Once the Products have been delivered, Cepsa will issue the corresponding invoice for the total Price of the Products supplied that appear on the Delivery Note. For the Delivery date, the date of the Delivery Note or equivalent document signed by the Client or the person designated by them at the time the Product was delivered will be taken into account. If agreed to by Cepsa and the Client, Cepsa may invoice the Client with a different frequency for the total amount of Product supplied during the corresponding agreed-upon billing period, in which case the invoice will be made available to the Client at the end of the agreed-upon period.
- 5.5 The Price will be paid within a maximum period of FIFTEEN (15) calendar days from Product Delivery. This payment period may be extended or reduced by Cepsa, taking into account the Client's financial solvency, in which case the payment period must be specified in the PC. However, Cepsa reserves the right at any time to make advance payment of the Price a condition for delivery of the Products.
- 5.6 All overdue and unpaid amounts will accrue, for each day of delay in payment, in favor of Cepsa, a late payment interest on the outstanding amounts equivalent to the interest rate established in accordance with the provisions of Law 3/2004, of December 29, on measures to combat late payment in commercial transactions, without the need for an overdue payment notice or any other warning. The Client shall reimburse all costs and expenses incurred to recover the amounts due, including, among others, lawyers' and notaries' fees if necessary.
- 5.7 When there is a delay in the Client's payment obligations pursuant to these GCS, and without prejudice to Cepsa being entitled to late payment interest in accordance with clause 5.6 above, if this late payment constitutes a serious breach, Cepsa will also be entitled to, cumulatively and at its own discretion: (i) delay or suspend fulfillment of its own obligations until the Price, interests and other amounts due are paid, delaying the Delivery date of new Orders and/or (ii) demand the return of the Products at the Client's expense.
- 5.8 In the event of breach of the Client's payment obligations, Cepsa, in accordance with the provisions of Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, reserves the right to communicate the Client's data to credit information files. For these purposes, any of the following credit information systems may be used: ASNEF-EQUIFAX, EI RAI, BADEXCUG, CIRBE, and ICIREL.
- 5.9 Under no circumstances does partial payment of an invoice equate to full payment and, therefore, Cepsa maintains the right to collect the full amount owed. The remaining balance will accrue interest as mentioned in clause



5.8. above.

- 5.10 The Client expressly authorizes Cepsa to offset the amounts owed to Cepsa, on any account, with any other amounts paid by Cepsa and/or any Cepsa Affiliate, to the Client for transactions carried out under this or other legal transactions.
- 5.11 Likewise, the Client authorizes Cepsa to pay on behalf of the Client the debts incurred by the Client with any Cepsa Affiliate for overdue and unpaid invoices corresponding to transactions carried out pursuant to this or other legal transactions.
- 5.12 The Client agrees that Cepsa may issue the invoices corresponding to the sale of the Products in electronic format (Electronic Invoice). If applicable, these invoices will be sent to the email address provided by the Client and will be available in the Client Area, under the Invoices section. The client may revoke this consent at any time, and is entitled to request the issuance of paper invoices, by formally requesting them in writing addressed to Cepsa's registered office or to the following email address [atencion.cliente@cepsa.com](mailto:atencion.cliente@cepsa.com); issuance of paper invoices is free of charge.

## 6. Trade credit

- 6.1 Cepsa is free to grant the Client credit for the acquisition of the Products or not, taking into account the Client's financial solvency, the guarantees provided, or the level of coverage from their insurance company.
- 6.2 If a trade credit is granted, the credit conditions will be established in the PC. Once the credit limit granted to the Client is reached, Cepsa will suspend the supply of Products unless the Client pays the Price prior to Delivery or presents a bank guarantee, according to the model provided by Cepsa, granted by a Spanish financial institution of recognized solvency, the amount of which must be at least equal to or greater than the supply of Products equivalent to sixty (60) days of consumption.
- 6.3 Cepsa will analyze, at its discretion and with the frequency it deems appropriate, the Client's commercial risk, and may:
- (i) Withdraw trade credit if the circumstances so warrant, in which case the Client must pay for supplies in advance pursuant to Clause 5.5. of these GCS.
  - (ii) Require the Client to provide a bank guarantee in accordance with the terms and conditions set forth in clause 6.2 above.
- 6.4 The Client will bear any costs arising from the granting of trade credit, including the costs of establishing and maintaining bank guarantees.

## **7. Characteristics of the Products**

- 7.1 Cepsa is committed to ensuring that at the time of Delivery its Products comply with the specifications set out in the Product Specifications and Safety Sheets.
- 7.2 The Client will be notified of any modification to the Product Documentation. All descriptions, technical data, dimensions, weights, and similar information contained in any promotional or technical material issued by Cepsa are subject to change without prior notice and are not intended to be considered part of the Product Documentation.

## **8. Intellectual property**

- 8.1 The intellectual and industrial property rights to all information, documents, inventions, designs, trademarks, works (texts, drawings, maps, graphics, reports, projects, models, photographs, plans, videos, etc.), databases, and computer programs that have been generated and/or acquired independently by each of the parties shall be owned by the party that generated and/or acquired them.
- 8.2 Under no circumstances may the Client alter the intellectual and industrial property rights of the Product or its packaging, in accordance with the provisions of applicable regulations.

## **9. Warranty and Liability**

- 9.1 Cepsa will be liable to its Clients regarding the Products' conformity with the specifications established in the Products' technical data sheets.
- 9.2 Claims regarding quantity will only be accepted when they are formulated in writing on the Delivery Note at the time of receipt of the Product. Complaints related to Product quality must be sent in writing to Cepsa within a maximum period of fourteen (14) calendar days from the Delivery date. Furthermore, in applicable cases due to the product's characteristics, claims will only be accepted; (i) when they are samples taken from the tanker truck before unloading, or (ii) claims will only be accepted regarding product samples taken from the Client's tank when the Client can prove that the entirety of the product in the tank was supplied exclusively by Cepsa, and that the tank had been cleaned within the last five (5) years. In the event that no notification is sent by the Client within 14 calendar days following the supply date, it will be understood that the Client has received the Products in accordance with the Purchase Order.

- 9.3 When Cepsa is responsible for the Products' lack of conformity, it will proceed, at its discretion: i) to replace the defective Product; or ii) to refund the Price of the defective Products without applying interest. The only expenses that will be borne by Cepsa for replacement will be those to transport the Product to the Delivery Site.
- 9.4 However, Cepsa will not be liable for claims (i) in those cases where the deterioration of the Products is the result of misuse or improper application of the Product or (ii) in case of improper storage or use of the Products or (iii) if the Products have in any way been manipulated, transformed, or arranged.
- 9.5 To the extent permitted by applicable law, the Parties agree that, in the event that any liability arises for either Party as a result of a breach of these terms and conditions, the maximum amount of recoverable damages shall be limited to the contract price for the Product in question. In no case shall Cepsa or the Client be held liable for indirect, consequential, special, or punitive damages related to the supply of the Product.

## **10. Resolution**

- 10.1 Without prejudice to any other rights and remedies, Cepsa may by written notice to the Client terminate or suspend the supply of any Order with immediate effect if:
- (i). The Client fails to comply or is delayed in fulfilling any of its obligations under these GCS, SPC. or PC, if any.
  - (ii). The Client or any guarantor of the Client's obligations under these GCS enters into insolvency or liquidation or must undergo any similar act or procedure under any applicable law.
  - (iii). Breach of the confidentiality obligations or infringement of third party intellectual or industrial property rights.
  - (iv). Non-delivery or expiration of the bank guarantees required by Cepsa to fulfil the Orders.
  - (v). Existence of serious inaccuracies in the information provided by the Client, both regarding their business organization and their credit or solvency situation.
  - (vi). Failure to comply with the instructions provided by Cepsa and/or with Safety, Hygiene and Environmental regulations, as well as with any applicable rules.

(vii). Non-compliance with the Cepsa Group's Code of Ethics, which can be found at the following link <https://www.cepsa.com/es/compania/gobierno-corporativo/etica-cumplimiento>

10.2 In cases where resolution of the contract at Cepsa's request is appropriate, it may take all or some of the following measures, in addition to any other applicable legal measures:

- (i). Terminate or suspend deliveries of pending Orders; and/or
- (ii). Fulfill the guarantees that the Client may have established; and/or
- (iii). Claim payment of the Price, interest, expenses, or any payments owed by the Client to Cepsa pursuant to these GCS, along with any damages that may apply.

## 11. Confidentiality

11.1 All information communicated by Cepsa to the Client, especially but not limited to technical, industrial, commercial, or financial information, regardless of the form of communication (verbal, written, or other), especially including designs, diagrams, descriptions, specifications, reports, microfilms, disks, software and the corresponding documentation, samples, prototypes, etc. is confidential.

11.2 Confidential information may only be used to execute the Order. The Client will take all necessary measures to ensure that no Confidential Information is communicated or disclosed to third parties.

11.3 The Parties may advertise their commercial relationship or goods only with the prior written approval of the other party.

11.4 This confidentiality obligation will remain in effect after the Order is concluded, for any reason, for an additional period of five (5) years.

## 12. Personal data protection

12.1 Pursuant to EU Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), Organic Law 3/2018 of December 5 on the Protection of Personal Data and Guarantee of Digital Rights ("LOPDGDD"), as well as any other applicable regulations (together, the "Applicable Regulations") the Client is hereby informed that Cepsa, as well as the Affiliates, which can be consulted on the website [www.cepsa.com](http://www.cepsa.com), will process their personal data in order to manage their request to supply Product between the Parties.



- 12.2 Clients' personal data will be retained by Cepsa for the duration of the commercial and/or contractual relationship with the Client and while its request is processed, and for as long as necessary in order to fulfill a legal obligation or to formulate, exercise, and defend against claims.
- 12.3 To the extent that they are applicable, the Client may exercise their rights of access, rectification or deletion, limitation of processing, opposition, portability, and to oppose automated individual decisions at Cepsa's registered office or at the email: [derechos.arco@cepsa.com](mailto:derechos.arco@cepsa.com).
- 12.4 The Client is hereby informed that Cepsa has a Data Protection Officer, to whom they may refer any questions concerning the processing of their personal data, via email to [dpo@cepsa.com](mailto:dpo@cepsa.com) with the subject "Data Protection." For more information, you can access our Privacy Policy located at [www.cepsa.com](http://www.cepsa.com).

### **13. Competition Law**

- 13.1 Cepsa actively promotes a culture of compliance with Competition Law, and has a Compliance Program in place and a zero-tolerance policy regarding non-compliance with applicable regulations for its employees, executives, and representatives, as well as counterparties. In this context, the Client states that:
- (i). It is not currently involved in proceedings before a competition authority due to a violation of competition law.
  - (ii). It has not been sanctioned in the last five (5) years with a final ruling due to committing a serious or very serious violation of Competition Law by the National Commission for Markets and Competition ("CNMC").
- 13.2 While these GCS are in force, if the Client is sanctioned by a Ruling from a Competition Authority – or if a legal judgment confirming their liability becomes final – for a serious or very serious violation of Competition Law, this may be grounds to terminate the relationship. The Client agrees to notify Cepsa of any of these circumstances as soon as possible and, in any case, within a maximum period of ten (10) calendar days.

### **14. Environment**

- 14.1 The Parties are subject to compliance with all current environmental regulations at the time they sign these GCS, as well as any applicable regulations that may be enacted or amended during their validity. They will ensure that their subcontractors fully comply with these regulations, and subcontractors must guarantee full compliance with these regulations.
- 14.2 The Parties must be aware of all environmental requirements that may affect the subject of this agreement and shall carry out all necessary environmental controls to protect the air, water, and soil, as well as animal

and plant life, from the potential adverse effects of their activities, and to minimize any unfavorable consequences arising from such activities. The Parties must ensure a firm commitment to safety, quality, and respect for the environment. They must evaluate and consider all environmental requirements that may affect their activity, carrying out the necessary controls, and ensuring that they act in accordance with the best environmental practices and standards. Therefore, they will ensure the protection of natural resources such as air, water, and soil, as well as animal and plant life, in order to minimize the potential adverse effects of their activities and mitigate any unfavorable consequences that may arise from them. If, in the execution of their work, any of the parties foresee that there may be an environmental impact (atmospheric emissions, water discharges, waste, noise, etc.), they will communicate it to the other Party, in order to establish appropriate prevention measures. Likewise, they will communicate and document in writing to the other party any non-compliance with environmental laws or regulations affecting their activity. The Parties must have the required environmental licenses or authorizations for their activity. Therefore, the Parties must ensure that they are in possession of and compliance with the necessary authorizations and/or licenses to carry out the activity, as well as any administrative requirements that may arise from it.

## **15. Sanctions, trade, and the fight against corruption**

- 15.1 For the purposes of this clause, the “Applicable Laws” shall include any laws, regulations, rules, decrees, and/or official government orders and requirements applicable to the Parties and any related person with significant control over that Party, including those issued by the United Nations, the European Union, the United Kingdom, Canada and the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury (hereinafter referred to as “the Authorities”).
- 15.2 In relation to the Applicable Laws and Authorities, each of the Parties declares, guarantees, and undertakes that:
- (i). None of the Parties or their executives or administrators (and potentially their subsidiaries and/or Affiliates) are currently included on any of the sanction lists issued by the Authorities, in accordance with any Applicable Laws.
  - (ii). Each of them will comply with the economic, operational, and legal sanctions administered or applied by the Authorities and each of the Parties undertakes to refrain from dealing directly (and, to the best of their knowledge, indirectly) with any sanctioned country, entity, group, or person in their relations and activities related to the GCS, and they will not take any action that could subject the other to fines or sanctions under Applicable Laws.
  - (iii). Each will comply with all Applicable Laws related to commercial sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism, and similar laws that are applicable, without limitation, to the country of origin of the Product, the country or countries in

which the Product may be loaded, transported, delivered, unloaded, stored, or in transit during the execution of the GCS, as well as to its financing, payment, and insurance.

- (iv). They will comply with all Applicable Laws related to the fight against bribery, corruption, money laundering, and financing of terrorism.
- (v). They will not pay, offer, give, or promise, directly or indirectly, to pay or authorize the payment of money or other things of value to:
  - a) A government official or an officer or employee of a government or any department, agency, or office of any government.
  - b) An official or employee of a public international organization.
  - c) Any person acting in an official capacity for or on behalf of any government or department, agency, or office of such government, or of any public international organization.
  - d) Any political party or official thereof, or any candidate for political office.
  - e) Any executive, officer, employee, or agent/representative of a counterparty, supplier, or real or potential client of the Buyer or Seller.
  - f) Any other person, whether an individual or entity, at the suggestion, request, or direction or for the benefit of any of the above-described persons and entities.

15.3 The Parties shall implement and/or maintain the appropriate controls to have reasonable knowledge of any non-compliance with any of the aforementioned cases.

15.4 In the event of non-compliance, and notwithstanding the right to terminate the relationship, the breaching Party shall adopt any measure necessary or required by the other Party in order to remediate or minimize its effects.

15.5 The Client hereby undertakes to:

- (i). Not export, re-export, divert, trade, send, import, transport, store, sell, supply, deliver, or re-deliver, directly or indirectly, the Product to or in any prohibited country or to any entity or individual listed on the specially designated nationals and blocked persons list (SDN list) and the lists included in applicable laws (US, EU, UN, UK and Canada), and to not do the same for final use by any entity, individual, or vessel associated with any prohibited country or that is included on said lists.
- (ii). The prohibition stipulated in the previous paragraph will also be imposed by the Client on any third party to whom they resell or transfer Cepsa Products, along with a communication to said clients informing them of said prohibition.

## 16. Ethical principles

- 16.1 Cepsa signed on to the United Nations Global Compact in 2005, and therefore, both Cepsa and its Group of Companies accept compliance with its Ten Principles, which can be consulted at: [www.unglobalcompact.org](http://www.unglobalcompact.org)
- 16.2 Cepsa reserves the right to terminate the contractual relationship with its clients who fail to comply with the Principles of the United Nations Global Compact and/or the Principles of the Code of Ethics and Conduct of the Cepsa Group, which can be consulted at <https://www.cepsa.com/es/compania/gobierno-corporativo/etica-cumplimiento>. The main purpose of these principles is to establish the ethical values and principles that guide the actions of the Cepsa Group and its employees.
- 16.3 Cepsa's Clients can report incidents and irregularities through the Integrity Channel available on the CEPSA website: <https://www.cepsa.com/es/pie/contacto#tab-canal-etico-cepsa1>
- 16.4 Each Party agrees to behave appropriately to avoid becoming involved in a situation that generates a conflict of interest in relation to the activities that will be carried out, and as a result, each party undertakes to avoid situations in which the directors, senior executives, employees, and/or their respective family members obtain a personal advantage from this Agreement.

## 17. General stipulations

- 17.1 Assignment: Cepsa may assign or subcontract, in whole or in part, its legal position in these GCS without the need for authorization from the Client. The Client will require prior written authorization from Cepsa to assign, in whole or in part, their position in these GCS.
- 17.2 Force Majeure: With the exception of the obligation to pay for the Products, cases of force majeure, wars, pandemics, natural disasters, and other serious, unforeseeable, and unavoidable events will exempt the contracting parties from their obligations (with the exception of the payment of the price, which will be mandatory) for as long as the impediment lasts and according to its effects. The Parties must immediately provide all necessary and reasonable information and adapt their obligations in good faith to the new circumstances.
- Force majeure events will entitle Cepsa, through written notification to the Client, to cancel an order or delay its delivery, without the Client being entitled to any additional compensation. In the event that the delay exceeds three (3) months, the Client shall be entitled to terminate the current Orders without prejudice to the validity of those obligations, especially payment, pending fulfillment. The Client will not be entitled to any compensation.
- 17.3 No Waiver The waiver by one of the Parties to demand compliance with any of the obligations provided for in these GCS or to exercise any of the rights or actions that it is entitled to pursuant to these GCS: (i) will not release the other Party from full compliance with the remaining pending obligations; and (ii) will not be understood as a waiver to demand compliance with any



obligation in the future, or to exercise rights or actions provided for in the GCS or PC.

Exemption, deferral, or waiver of any of the rights set forth in the GCS or PC, or a portion thereof: (i) will only be binding if it is in writing; (ii) may be subject to the conditions that the grantor of such exemption, deferral, or waiver deems appropriate; (iii) will be limited to the specific case in which it occurred; and (iv) will not affect enforceability in other instances of the right it affects, nor the enforceability of any other rights that exist in relation to the Parties.

17.4 Modifications: Any modification of the GCS or the PC that is not approved in writing by Cepsa will be invalid and ineffective.

17.5 Independent nature of the clauses: The possible declaration, by a judicial or administrative body, of the illegality, nullity, invalidity, or unenforceability of one or more clauses of the GCS or PC, or of part of them, will not entail the illegality, nullity, invalidity, or unenforceability of the other clauses or remaining parts of them, which will remain fully valid as applicable, as long as the clauses or part of them that were declared illegal, null, invalid, or unenforceable are not essential.

The clauses or parts thereof declared illegal, null, invalid, or unenforceable shall be considered to be deleted from the GCS or PC or inapplicable in that circumstance, as the case may be, and the Parties shall negotiate in good faith their replacement and the measures that best suit the purpose intended by them.

17.6 Single agreement: These GCS replace all other previous contracts or agreements, whether written or verbal, entered into between the Parties, which will cease to be valid and effective from the date of each Order.

17.7 Notifications: Any notifications and communications that the Parties must make to each other will be made through registered fax, email, letter, or telegram with proof of receipt, or any other written procedure that allows for proof of receipt by the recipient, directed to the addresses that correspond to each party according to the accepted purchase order.

17.8 Non-binding titles: The titles of the clauses will not serve to interpret the content of this agreement.

17.9 Applicable law: These GCS, and, where applicable, the agreed-upon PC, will be governed and interpreted according to the common law of Spain.

17.10 Jurisdiction: The Parties expressly waive any other jurisdiction that may correspond to them legally, and expressly submit to the jurisdiction of the courts and tribunals of Cepsa's registered address to resolve any dispute or claim that may arise regarding the interpretation or execution of these GCS, the SPC, and, where applicable, the agreed-upon PC, including those related to non-contractual obligations arising from an Order or related to it. In the event that the Client does not have the status of consumer, the parties will submit their disputes to the courts and tribunals of Cepsa's registered address. In the event that the Client is considered a consumer,



the Parties will submit their disputes to the courts and tribunals of the Client's registered address.

In cases of international disputes, the Parties expressly waive any other jurisdiction that may correspond to them legally, and expressly agree to resolve any conflicts between the Parties through arbitration at the International Court of Arbitration of Madrid (CIAM), based in Madrid and conducted in English, subject to the common law of Spain.

## ANNEX I. Specific Product Conditions

**SPC.** Specific product conditions applicable to the following products sold by Cepsa:

- **Land Transport Lubricants**

The Price will be paid within a maximum period of sixty (60) calendar days from Product Delivery.

The invoices for land transport lubricants will be issued monthly, grouping together the purchase orders generated each month.

The cost of transporting the Products to the Delivery Site will be borne by Cepsa as long as a delivery of less than seven (7) calendar days is not requested. Notwithstanding the foregoing, in the event that the Client requests the supply of Products urgently, i.e., less than seven (7) calendar days in advance, the Client must assume any additional costs that may arise from such an urgent request.

- **Marine Lubricants**

The Price will be paid within a maximum period of thirty (30) calendar days from Product Delivery.

The Client agrees to keep Cepsa informed of the owner of the vessel to which the product is delivered and to ensure that neither the owner of the vessel nor any of the intermediary agents for whom they are acting are included on any of the sanction lists issued by the Authorities, in accordance with the Applicable Laws as provided for in the GCS.

The cost of transporting the Products to the Delivery Site will be borne by Cepsa as long as a certain delivery period is not requested. Notwithstanding the foregoing, in the event that the Client requests the supply of Products urgently, i.e., less than a week in advance, the Client must assume any additional costs that may arise from such an urgent request.

If the Client requests cancellation of an Order, it must be requested at least twelve (12) business hours prior to the Delivery Date.

The ownership of marine lubricants, as well as liability for them, will be transferred to the Client according to the following Incoterms applicable to the supply of marine lubricant products, unless otherwise agreed in the PC:

- (i) When delivery of the marine lubricant products takes place in Cepsa's warehouses, the Incoterm applicable to the Order shall be EWX.

- (ii) When delivery of the marine lubricant products takes place in the Client's warehouses, the Incoterm applicable to the Order shall be CPT.
- (iii) When delivery of the marine lubricant products is made on board a vessel, the following will apply:
  - a. For bulk supplies, the provisions of the General Conditions of Sale for Cepsa Trading under the incoterm FOB will apply, along with the provisions of part five of said conditions, understood for the purposes of commercial relations between CCP and the Client, as included at the following link <https://www.cepsa.com/stfls/corporativo/FICHEROS/2021-cepsa-trading-products-gtcs-v2.pdf>
  - b. For packaged supplies, the FAS Incoterm will be applied between the parties, along with the provisions of part five of the General Conditions of Sale for Cepsa Trading, understood for the purposes of commercial relations between CCP and the Client, as included at the following link <https://www.cepsa.com/stfls/corporativo/FICHEROS/2021-cepsa-trading-products-gtcs-v2.pdf>.

- **Asphalts**

The Incoterm applicable to these Products will be determined by the Parties in each PC.

In cases where asphalt products are delivered on a vessel, the incoterm agreed to by the parties will apply, which will be regulated through the General Conditions of Sale for Cepsa Trading, understood for the purposes of commercial relations between CCP and the Client, as are included at the following link <https://www.cepsa.com/stfls/corporativo/FICHEROS/2021-cepsa-trading-products-gtcs-v2.pdf>

- **Bases and Paraffins**

The Incoterm applicable to these Products will be determined by the Parties in each PC, in the absence of which, those provided for in these GCS will apply.

In cases where bases or paraffin products are delivered on a vessel, the incoterm agreed to by the parties will apply, which will be regulated through the General Conditions of Sale for Cepsa Trading, understood for the purposes of commercial relations between CCP and the Client, as included at the following link <https://www.cepsa.com/stfls/corporativo/FICHEROS/2021-cepsa-trading-products-gtcs-v2.pdf>



The Client must inspect the Products supplied within a maximum period of fifteen (15) calendar days from the time it is Delivered in trucks. For deliveries in flexitanks, the terms will be agreed upon by the parties in each case and in the absence of an agreement, the provisions of the GCS will apply.