



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

(Applicable only to direct sales of diesel fuels)

at

COMPAÑÍA ESPAÑOLA DE PETROLEOS S.A.



APPLICATION AND SCOPE:

These General Conditions constitute an integral part of and govern the Direct Sales of diesel fuels (the "**Products**") by COMPAÑÍA ESPAÑOLA DE PETROLEOS S.A. ("**Cepsa**").

These general conditions, along with any subsequent modifications, replace any conditions stipulated, incorporated, or referenced by the Client, whether in their order, in the approval of documentation, or elsewhere.

Any prior statements made in any form, including but not limited to brochures, catalogs, commercial publications, and correspondence (whether electronic, printed, or oral), shall not have contractual effect unless explicitly referenced in these general terms of sale.

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1. Definitions

The following definitions apply in these general conditions:

- **Client Area:** This is the client area on Cepsa's website, 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.
- **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.
- **Affiliates:** Companies that are part of the Cepsa Group under the terms set forth in Article 42 of the Spanish Commercial Code.
- **Client:** Any natural or legal person who is going to purchase Products from Cepsa.
- **Cepsa:** Refers to **COMPAÑÍA ESPAÑOLA DE PETROLEOS S.A.**, with its registered office located at Paseo de la Castellana, 259 A, 28046, Madrid, and Tax ID No. A-28003119, both entities for the products identified as diesel fuels.

1.1 GCS: These general conditions of sale.

- **Particular Conditions:** 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
- **Delivery:** Making the Products available to the Client at the Delivery Location in accordance with the Purchase Order.
- **Product Specifications:** These are the specifications indicated for each Product, which can be found on the commercial website www.cepsa.es
- **Safety Sheets:** The sheet for each Product, which can be found on the commercial website www.cepsa.es
- **Confidential Information:** As defined in clause 11.1. of these GCS.
- **Delivery Side:** The location where the Products are delivered to the Client, as specified by the Client in the Purchase Order.
- **Parties:** The Client and Cepsa.

- **Purchase Order:** The request made by the Client via electronic and/or telephone means, through which the Client formally requests a Product from Cepsa.
- **Products:** Diesel fuels marketed by Cepsa.
- **Direct Sale:** Direct Sales refer to the sale of Products by Cepsa to its Clients without the prior formalization of Particular Conditions or a written contract.

2. Field of Application:

- 2.1 These GCS apply to all Purchase Orders for Products placed by the Client with Cepsa that are considered Direct Sales.
- 2.2 By requesting and/or acquiring Cepsa Products, the Client fully accepts and agrees to these GCS without reservation.
- 2.3 These GCS will be considered accepted by the Client once Cepsa confirms the Purchase Order. However, at the time of Product Delivery, the Client must ratify these GCS unless the Client has already done so in previous Deliveries.
- 2.4 Cepsa reserves the right to modify these GCS without affecting any ongoing Purchase Orders.
- 2.5 These GCS will not apply to:
 - (i) Purchase Orders for products such as marine lubricants, asphalts, bases, and paraffins, or any other petroleum derivative delivered by ship. In such cases, the general conditions of sale for Cepsa Trading, S.A.U. will apply, available on Cepsa's website at www.cepsa.es.
 - (ii) Purchase Orders for products such as diesel fuels, asphalts, land lubricants, marine lubricants, and bases and paraffins where the sale is not considered a Direct Sale—i.e., when the Client and Cepsa have previously formalized Particular Conditions. In this case, the general conditions for the sale of Cepsa Clean & Energies products will apply, available at www.cepsa.es. In the event of a conflict between the application of these GCS and the terms for Cepsa Clean & Energies products, the latter will prevail.
 - (iii) Sales of Products outside Spain.

3. Ordering Process

- 3.1 Purchase Orders may be placed by the Client via electronic or telephone means. 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 is binding on the Client, but it will not be deemed accepted by Cepsa until confirmed by Cepsa.
- 3.3 Any changes to the Order will only be valid with prior written approval from Cepsa. 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 If the Client requests cancellation of an Order, it must be requested at least twenty-four (24) business hours prior to the Delivery Date.
- 3.5 Cepsa may require Clients to place a minimum order of Products.

4. Product Delivery and Shipping

- 4.1 Ownership of the Products, along with the associated risks and responsibilities, will transfer to the Client upon delivery, whether at Cepsa's facilities or at the Client's location or premises.
- 4.2 In the event that the Delivery is carried out at a Delivery Site other than Cepsa's warehouses, the Client must provide the resources and equipment necessary to unload the Products. 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.
- 4.3 At the time of delivery, the Client is required to accept and receive the Products from Cepsa, confirm acceptance of these GCS if not previously done, and stamp and/or sign the delivery notes, including the name, surname(s), and ID number of the recipient.
- 4.4 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.

- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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 communicated by Cepsa at the time of accepting the Purchase Order. The Product Price communicated will be subject to product availability. Additionally, Cepsa reserves the Right to adjust the price of the Products up to the day of Delivery due to fluctuations in the price of the Product between the communicated price and the actual supply date. 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.
Payment of the Price may be made by bank card, bank transfer to the Cepsa account provided at the time of the Purchase Order, or by direct debit. In the case of direct debit, the Customer must provide the necessary details for Cepsa to arrange payment collection for the Products. All payments must be made in EUROS.

- 5.3 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.
- 5.4 Unless otherwise agreed by the parties, the payment of the Price will be due within a maximum of FIFTEEN (15) calendar days from the Product Delivery date. Cepsa may extend or reduce this payment period based on the Client's financial standing, with the specific terms to be defined at the time of formalizing the Purchase Order. However, Cepsa reserves the right at any time to make advance payment of the Price a condition for delivery of the Products.
- 5.5 All overdue amounts will accrue interest per day of delay in favor of Cepsa. The legal interest rate for late payment that must be paid by the debtor will be the sum of the interest rate applied by the European Central Bank to its most recent main refinancing operation before the first day of the calendar semester, plus eight percentage points, without the need for prior notice or formal demand. The Client shall reimburse all costs and expenses incurred to recover the amounts due, including, among others, lawyers' and notaries' fees if necessary. If the Client is a consumer or user, the late payment interest rate will be four (4) percentage points.
- 5.6 Should the Client fail to meet payment obligations under these GCS on time, without prejudice to the accrual of late payment interest as specified in Clause 5.6 above, this shall also constitute a material breach. In addition, Cepsa shall have the right, at its sole discretion and on a cumulative basis, to delay or suspend its own obligations until the outstanding Price, interest, and other amounts due are fully paid, thereby postponing the delivery date of new Orders.
- 5.7 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.

- 5.8 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 5.6. above.
- 5.9 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.
- 5.10 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.
- 5.11 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; 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 Should a commercial loan be granted, the credit terms will be established through the execution of the relevant documentation between Cepsa and the Client. 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 the 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. Such claims will only be accepted: (i) when samples are taken from the tanker truck prior to unloading, or (ii) claims related to product samples taken from the Client's tank will only be considered if the Client can demonstrate exclusive supply of the entire product in the tank by Cepsa and provide proof that the tank was cleaned within the last five (5) years. In the event that no notification is sent by the Client within fourteen (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 with or delays the performance of any of its obligations under these GCS or the Purchase Order.
 - (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.

10.2 Failure to comply with the instructions provided by Cepsa and/or with Safety, Hygiene and Environmental regulations, as well as with any applicable rules.

- (vi) 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>

10.3 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, 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.
- 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 with the subject “Data Protection.” For more information, you can access our Privacy Policy located at www.cepsa.com.
- 12.5 If clients provide their personal data to an intermediary to centralize the order, the intermediary shall be solely responsible for the processing of such personal data, and CEPSA shall be fully exempt from any liability regarding the processing of those personal data by the intermediary.

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.

- 14.3 In the case of Diesel B, Cepsa, as a wholesale operator, is the obligated party for achieving the target of reducing GHG (Greenhouse Gas) emission intensity throughout the life cycle of the fuels and energy supplied for transportation, effective from the entry into force of the Royal Decree-Law on March 30, 2022. For the purpose of assessing compliance with the obligation set out in the Royal Decree-Law, Cepsa is required to submit certain information regarding its annual sales in the domestic market (excluding sales to other wholesale operators) to the Directorate-General for Energy Policy and Mines.
- 14.4 As a result, the Customer agrees not to use the Diesel B (41345) purchased from Cepsa in any type of road vehicle, non-road mobile machinery, including inland navigation vessels, agricultural and forestry tractors, or recreational boats; nor to export, re-export, divert, trade, ship, import, sell, supply, deliver, or re-deliver it, whether directly or indirectly. For these uses, Cepsa offers the Gasóleo B Movilidad (41341) and Agromax (41347) products to the Customer.
- 14.5 In the event of non-compliance, and without prejudice to the right to terminate the Contract, Cepsa reserves the right to claim damages from the Client for any resulting harm. For Diesel B, the Purchase Orders will explicitly specify whether the product is Agromax (41347), Gasóleo B Movilidad (41341), or Gasóleo B (41345).

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.

15.6 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.

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 Grupo Cepsa, which can be consulted at <https://www.cepsa.com/es/compania/gobiernocorporativo/etica-cumplimiento>.

16.3 Each party agrees and undertakes to comply with all applicable laws, regulations, rules, decrees, and official government orders related to the fight against bribery, corruption, money laundering, terrorist financing, international sanctions, and competition, as well as with relevant laws and international best practices for compliance in the business relationship, in addition to the commitments outlined above.

16.4 Each Party also commits to acting in a manner that prevents situations that could lead to a conflict of interest in relation to the activities to be carried out.

A "Conflict of Interest" is defined as any situation in which the personal interests or circumstances of an employee, executive, or director of the client may interfere with the interests of the company, such that their independence or impartiality is compromised or questioned.

16.5 Cepsa's Clients agree to promptly identify any situation that could pose a conflict of interest or other irregularities or breaches of the above obligations, and immediately report it to Cepsa through the Integrity Channel available on Cepsa's website:



Integrity Channel (<https://cepsa.ethicspoint.com>),. They will also notify Cepsa without delay if, at any time during the term of the contractual relationship, their circumstances, knowledge, or awareness change in a way that prevents them from affirming the declarations and commitments outlined in this clause at all times.

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.

The waiver, deferral, or relinquishment of any rights outlined in the GCS, or any 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 to the GCS or the Purchase Order not approved in writing by Cepsa shall be deemed null and void.

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 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 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 shall be governed by and construed in accordance with the laws of Spain.

17.10 Jurisdiction: The Parties, expressly waiving any other jurisdiction that may apply under the Law, agree to submit to the exclusive jurisdiction of the courts and tribunals located in the domicile of Cepsa for the resolution of any dispute or claim arising from the interpretation or enforcement of these GCS, including those related to non-contractual obligations arising from or connected to an Order. 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.