

Standard Conditions for Supply of Equipment

CONDITION 1 BASIS OF CONTRACT

- 1.1 These Conditions apply to all sales or supply of equipment ("**Equipment**") by Total UK Limited (Co. Reg. 553535) whose registered office is at 183 Eversholt Street, London, NW1 1BU and any company which is an associate or a subsidiary thereof (the "**Company**") to the relevant buyer of such Equipment (the "**Buyer**").
- 1.2 These Conditions (and such variations or replacements thereof as may at any time be in force) apply:
 - (i) in addition to and supplement the Company's Standard Conditions of Sale for Petroleum Products and/or supply agreement; and
 - (ii) to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3 Except as otherwise herein provided, all conditions and warranties, express or implied, statutory or otherwise, relating to the Equipment, or to any container or package in which such Equipment may be supplied, are hereby excluded insofar as may be permitted by law. The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.
- 1.3 The Company shall be entitled at any time and from time to time to vary or replace the terms conditions and exceptions herein contained without notice. No servant or agent of the Company has authority to agree to any oral variation or modification of or addition to these terms conditions and exceptions in any circumstances whatsoever.

CONDITION 2 SAFETY AND PRODUCT RECALLS

- 2.1 The Buyer shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the Equipment concerning their storage and use and the Buyer shall refer its employees and its customers to such instructions and guidelines.
- 2.2 The Buyer should satisfy itself that the persons responsible for the storage and use of any Equipment supplied by the Company have all the information required on health and safety and the Company shall not be liable to the Buyer in any civil proceedings brought by the Buyer against the Company in respect of a breach of the user instructions or any applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety where such exclusion of liability is permitted by law.
- 2.3 The Buyer shall keep the Company properly informed of all complaints concerning the Equipment and shall comply with any directions of the Company in any issues, proceedings or negotiations relating to such complaint.
- 2.4 In the event of any recall of the Equipment by the Company, the Buyer shall co-operate fully and promptly with any steps taken by the Company under the Condition below.
- 2.5 The Company may at its discretion recall any Equipment already provided by the Company to the Buyer, (whether for a refund or credit or for replacement of the Equipment which shall in each case be undertaken by the Company) and/or issue any written or other notification to the Buyer about the manner of use of any Equipment already provided by the Company to the Buyer. The Buyer agrees to give all reasonable assistance to the Company or the manufacturer in resisting any claim which may arise under any recall of Equipment by the Company or the manufacturer of such Equipment.

CONDITION 3 PRODUCT INFORMATION

- 3.1 The Company has made every effort to ensure that details and information provided in relation to the Equipment is accurate at the time of issue but the Company gives no guarantees as to the accuracy or completeness of such information. Full technical specifications are not necessarily included and furthermore, the Company's policy is one of continuous improvement and the right is reserved to alter details and information at any time as the need arises.
- 3.2 Accordingly, the Buyer should check any details and information they wish to rely on with the Company at the time of purchase. The Company accepts no liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon our publications.

CONDITION 4 PRICE

- 4.1 The price charged to the Buyer will be the prevailing price at the time of ordering. All prices are exclusive of VAT.

CONDITION 5 DELIVERY

- 5.1 Unless otherwise agreed delivery of the Equipment shall take place at the Buyer's place of business.
- 5.2 Where the Company makes or arranges for delivery of the Equipment to the Buyer's place of business or any other place as agreed in writing, all charges in relation to carriage, including, without limitation transport costs, insurance and unloading, will at the Company's option, be borne by the Buyer.
- 5.3 Delivery of the Equipment shall be completed on the Equipment's arrival at the Buyer's place of business.
- 5.4 If the Buyer does not accept delivery of any of the Equipment when it is ready for delivery then the Equipment will be deemed to have been delivered, risk passing to the Buyer (including for loss or damage caused by the Company's negligence) and the Company may:
 - 5.4.1 store the Equipment until delivery takes place, and charge the Buyer for all related costs and expenses (including without limitation storage and insurance); or

- 5.4.2 sell the Equipment at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price.
- 5.5 Any dates specified by the Company for delivery of the Equipment are intended to be an estimate and time of delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be within a reasonable time. The Company shall not be liable for any delay in delivery of the Equipment that is caused by an event of force majeure or the Buyer's failure to provide the Company with adequate delivery instructions that are relevant to the supply of the Equipment.
- 5.6 The quantity of any consignment of Equipment recorded by the Company upon dispatch from the Company's or its supplier's place of business shall be conclusive evidence of the quantity received by the Buyer, unless the Buyer can provide conclusive evidence proving the contrary.
- 5.7 Claims for shortages or damaged Equipment must be made in writing to the Company within 3 days of receipt of the Equipment.

CONDITION 6 LIABILITY

- 6.1 Nothing in the Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for fraudulent misinterpretation, or for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability.
- 6.2 Subject to Condition 6.1, the Company will not be liable to the Buyer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the supply of Equipment (including any losses that may result from a deliberate breach of these Conditions by the Company, its employees, agents or subcontractors).
- 6.3 Subject to Condition 6.1, the Company's total liability to the Buyer in respect of all other losses suffered by the Buyer in relation to the supply of the Equipment and caused by the Company, its employees, agents or subcontractors shall not exceed the price of the Equipment supplied.

CONDITION 7 GOVERNING LAW & JURISDICTION

- 7.1 These Conditions and any related agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction to deal with disputes arising under it.

