



## **GENERAL CONDITIONS OF SALE**

### **MOEVE CLIENT SOLUTIONS S.A.U. (MCS)**



## **APPLICATION AND SCOPE:**

These General Conditions of Sale (GCS) regulate and are an integral part of Product Sale contracts entered into by **MOEVE CLIENT SOLUTIONS S.A.U. ("MCS")** and the Client in all matters related to sales, requests, quotations, offers, designation, supply, services, price, and payment in connection with asphalts, lubricants (land and marine), and bases and paraffins (the "**Products**").

Unless otherwise agreed in writing between **MCS** and the Client, these GCS, in addition to any possible modifications thereto, supersede any prior terms and conditions and nullify all terms and conditions stipulated, incorporated, or referenced by the Client, whether in the order, any documentation, or elsewhere, other than the special conditions

Previous statements made in any form — including, but not limited to, brochures, catalogs, commercial publications, and correspondence sent by any means — shall have no contractual effect unless expressly mentioned in these GCS or in the special conditions. Any offer, counteroffer, or modification proposed by the Client shall not be deemed implicitly accepted by **MCS** unless expressly stated in writing.



## CONTENTS

<b>1. Definitions</b>	<b>4</b>
<b>2. Field of application and precedence.</b>	<b>5</b>
<b>3. Ordering process</b>	<b>5</b>
<b>4. Product delivery and shipping</b>	<b>6</b>
<b>5. Price, invoicing, and payment method</b>	<b>7</b>
<b>6. Trade credit</b>	<b>9</b>
<b>7. Characteristics of the Products</b>	<b>9</b>
<b>8. Intellectual property</b>	<b>10</b>
<b>9. Warranty and liability</b>	<b>10</b>
<b>10. Resolution</b>	<b>11</b>
<b>11. Confidentiality</b>	<b>11</b>
<b>12. Personal data protection</b>	<b>12</b>
<b>13. Competition law</b>	<b>13</b>
<b>14. Environment</b>	<b>13</b>
<b>15. Sanctions, trade, and the fight against corruption</b>	<b>14</b>
<b>16. Ethical principles</b>	<b>15</b>
<b>17. General stipulations</b>	<b>16</b>
<b>ANNEX 1. Specific Product Conditions</b>	<b>19</b>



## 1. Definitions

The following definitions apply in these general conditions:

- **Client Area:** This is the Client Area on the Moeve website — [www.moeve.es](http://www.moeve.es) — where clients can register to conduct business with **MCS** and, where applicable, place Product Purchase Orders.
- **Delivery Note:** This is the physical or electronic document that must be completed and signed by the Parties upon product delivery. It must include the full name and ID number of the recipient of the goods and must record, among other details, the date, time, location, and quantity of product delivered to the Client.
- **Affiliates:** Companies that are part of the Moeve 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 **MCS**.
- **MCS:** This is **MOEVE CLIENT SOLUTIONS, S.A.U.**, which has its registered office at Paseo de la Castellana, 259 A, 28046, Madrid and Tax ID No. A-25903485.
- **GCS:** These are the general conditions of sale. In the event of any discrepancy between the downloaded version and the current version published on the website, the version in effect on the date of the Purchase Order shall prevail.
- **PC:** These are the Particular Conditions of Sale for the Products, as agreed by the Parties.
- **SPC:** These are the Specific Product Conditions applicable to the products sold by **MCS** available on the commercial website [www.moeve.es](http://www.moeve.es)
- **Product Documentation:** This refers to the documentation for the Product being sold, which consists of the Product Specifications and Safety Data Sheets available on the commercial website [www.moeve.es](http://www.moeve.es)
- **Delivery:** This refers to the act of making the Products available to the Client at the Delivery Site, in accordance with the PC.
- **Product Specifications:** These are the specifications listed for each product on the commercial website [www.moeve.es](http://www.moeve.es)
- **Safety Data Sheets:** The sheet for each product is available in the product technical data sheets, as well as on the commercial website [www.moeve.es](http://www.moeve.es)
- **Confidential Information:** As defined in clause 11.1. of these GCS.
- **Delivery Site:** This is the place where the Products will be delivered, pursuant to the PC.
- **Incoterm:** These are the Incoterms 2020 (International Commercial Terms) approved by the International Chamber of Commerce (ICC).



- **Parties:** The Client and **MCS**.
- **Purchase Order:** The document or electronic communication through which the Client makes an express, written request for a Product to **MCS**.
- **Products:** Any **MCS** goods covered by these GCS that the Client intends to purchase.

## 2. Field of application and precedence.

- 2.1. These GCS, together with the PC that may be established and the SPC, shall apply to all Product Purchase Orders that the Client formalizes with **MCS**; the Client's potential general conditions of sale shall not apply, unless expressly agreed in writing by the Parties.
- 2.2. The PC will appear in the Purchase Order accepted by **MCS**. In the event of any discrepancy between the GCS, SPC, and PC, the following precedence shall apply:
  - (i) PC.
  - (ii) SPC.
  - (iii) GCS.
- 2.3. By requesting and/or purchasing **MCS's** Products, the Client fully and unconditionally accepts these GCS and the SPC and agrees to be bound thereby.
- 2.4. **MCS** reserves the right to modify these GCS and SPC, without such modifications affecting current Purchase Orders.
- 2.5. These GCS shall apply on a supplementary basis. The SPC or, where applicable, the [General Conditions of Moeve Trading](#) shall take precedence.

## 3. Ordering process

- 3.1. Purchase Orders will preferably be placed through the **MCS** Client Area, though they may also be submitted in writing via email and/or regular mail to **MCS's** usual addresses and/or contact details. Each Purchase Order must include the following information: the Client's ID no., the Products ordered, the quantity or volume, the delivery site, and the Delivery Date.
- 3.2. The Purchase Order shall be considered binding for the Client, although it shall not be considered accepted by **MCS** until the latter confirms the corresponding Order Confirmation in writing. The Order Confirmation implies the Client's express acceptance of these GCS and the SPC, as well as the provisions of the order-specific PC.



- 3.3. Any changes to an Order will be effective only with **MCS**'s prior written approval and, in any case, in accordance with the provisions of the PC. In the event of total or partial cancellation, **MCS** reserves the right to invoice the Client for any costs and expenses incurred as a result of Order cancellation.
- 3.4. If the Client wishes to cancel an Order, such requests must be made at least ninety-six (96) business hours prior to the Delivery Date for domestic deliveries and at least ten (10) business days prior to the Delivery Date for international deliveries; otherwise **MCS** reserves the right to request the relevant compensation.
- 3.5. In certain cases and for certain Products, **MCS** may require that Clients place a minimum order.

#### 4. Product delivery and shipping

- 4.1. Ownership of the Products, as well as the responsibility associated with them, shall pass to the Client at the time agreed upon by the parties or, failing that, upon delivery of the Product to the Client (or to the person designated by the Client as the recipient), unless otherwise agreed in the PC or provided for in the SPC, in accordance with the following Incoterms:
  - (i) When delivery of the Products takes place in **MCS** 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) In cases where the Products are delivered by ship, the provisions of Clause 2.5 above shall apply; if no specific provisions apply to a particular product, the sales terms of Moeve Trading, S.A.U. under the Incoterm FOB shall apply <https://www.moeveglobal.com/stfls/corporativo/FICHEROS/2021-cepsa-trading-products-gtcs-v2.pdf>
- 4.2. When Delivery takes place in **MCS** 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 Delivery takes place in a Delivery Site other than **MCS** warehouses, the Client must, unless otherwise provided for in applicable legislation, provide the personnel, materials, and equipment necessary to unload the Products. The Client (or a party designated by the Client) shall unload the Products at the Client's own risk and expense. Furthermore, the Client must prepare access to the Delivery Site to ensure that the carrier of the Products can access it quickly, safely, and without delay.
- 4.4. Unless otherwise agreed in the PC, the cost of transporting the Products to the Delivery Site shall be borne by **MCS**. Notwithstanding the foregoing, in cases where the Client requests the urgent delivery — understood as being with less than twenty-four (24) hours' notice — the Client shall be required to bear any



additional costs that may arise from such urgent delivery. **MCS** reserves the right to apply a logistics surcharge if the Client does not meet the minimum purchase amount.

- 4.5. Upon delivery, the Client is required to collect and accept the Products from **MCS**, sign and stamp the delivery notes, and provide the recipient's details (full name and ID number).
- 4.6. The Products will be packaged in accordance with **MCS**'s criteria. If the Client requires special packaging, such requests must be delivered to **MCS** well in advance, and the Client shall bear any additional costs arising from such packaging.
- 4.7. Minor discrepancies between the weight or volume of Product ordered by the Client and the weight or volume of Product delivered shall not constitute a breach by **MCS**. In any case, the Client will receive an invoice for the actual quantity of Product delivered. If there are any reasons that prevent the Products ordered by the Client being delivered in full, **MCS** may make partial deliveries of the Products to the Client.
- 4.8. If the Client does not accept Delivery or if the Delivery cannot be carried out for any reason attributable to the Client on the date, on the time, and at the Delivery Site agreed upon, all resulting risks and expenses shall be borne by the Client.
- 4.9. In any case, the delivery date shall be considered approximate and therefore shall not be deemed binding. If, prior to delivery, the Client becomes aware of any circumstances that may prevent the delivery of the Products within the agreed timeframe and in the agreed manner, the Client must notify **MCS** immediately.
- 4.10. If **MCS** is unable to deliver the Products on the agreed date, **MCS** 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 the right to claim any damages.
- 4.11. In no case will **MCS** 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 **MCS**.

## 5. Price, invoicing, and payment method

- 5.1. The prices of the Products shall be those set forth in the PC accepted by the Parties for each Order or, failing that, the price communicated by **MCS** upon acceptance of the Purchase Order. The communicated price of the Products shall be subject to Product availability. Furthermore, **MCS** reserves the right to modify the price of the Products up until the day of Delivery. If the Client objects to the new Price, they may cancel the purchase free of charge.



- 5.2. Prices are net and do not include any taxes or other charges that the Client is required to pay, in accordance with applicable general or special regulations, that may be legally passed on to the Client in connection with or as a result of the supply, storage, transportation, distribution, sale, or marketing of the Products.
- 5.3. The currency and form of payment shall be as agreed by the Parties in the PC.
- 5.4. Once the Products have been delivered, **MCS** will issue the corresponding invoice for the full Price of the Products actually supplied, as listed on the Delivery Note. The delivery date shall be deemed to be the date of the Delivery Note or equivalent document signed by the Client or the person designated by the Client upon Product Delivery. If so agreed by the parties, **MCS** may invoice the Client at a different frequency for the total amount of Products supplied during the agreed billing period, in which case the invoice will be made available to the Client at the end of the agreed period.
- 5.5. Payment of the Price shall be made within the timeframe agreed upon by the parties in the PC. This payment term may be extended or shortened by **MCS**, taking into account the Client's financial solvency. In such a case, the new payment term must be specified in the PC. However, at any time, **MCS** reserves the right to require advance payment of the Price before delivering the Products.
- 5.6. For each day of delay in payment to **MCS**, all overdue and unpaid amounts shall accrue late payment interest on the outstanding amounts equal to the interest rate applicable in accordance with the provisions of Spanish Law 3/2004 of December 29, establishing measures to combat late payment in commercial transactions, without the need to provide any reminder or demand for payment. The Client shall reimburse all costs and expenses incurred in the recovery of the amounts due, including, but not limited to, attorney and notary fees, if necessary.
- 5.7. If the Client is late in fulfilling its payment obligations under these GCS, and without prejudice to the right to charge late payment interest in accordance with the provisions of Section 5.6 above, and in addition to such a failure constituting a material breach, **MCS** shall be entitled, cumulatively and at its sole discretion, (i) to delay or suspend the performance of its own obligations until the Price, interest, and other amounts due have been paid in full, thereby postponing the Delivery date for new Orders, and/or (ii) to demand the return of the Products at the Client's expense.
- 5.8. If the Client fails to meet their payment obligations, in accordance with the provisions of Spanish Organic Law 3/2018 of December 5 on Personal Data Protection and the Guarantee of Digital Rights, **MCS** reserves the right to report the Client's information to credit reporting agencies. For these purposes, the following credit information systems may be used: ASNEF-EQUIFAX, EL RAI, BADEXCUG, CIRBE and ICIREDA.



- 5.9. Under no circumstances does partial payment of an invoice equate to full payment and, therefore, **MCS** maintains the right to collect the full amount owed. The remaining balance will accrue interest as mentioned in clause 5.6. above.
- 5.10. The Client hereby expressly authorizes **MCS** to offset any amounts owed to it by the Client against any amounts owed by **MCS**, and/or any Affiliate of the Moeve Group to the Client arising from transactions conducted pursuant to this or other legal agreements.
- 5.11. Furthermore, the Client authorizes **MCS** to pay, on the Client's behalf, any debts owed by the Client to any Affiliate of the Moeve Group for overdue and unpaid invoices related to transactions carried out under this or other legal agreements.
- 5.12. The Client agrees that **MCS** may issue invoices for the sale of Products in electronic format (Electronic Invoice). Such invoices, if applicable, will be sent to the email address provided by the Client and made available in the Invoices section of the Client Area. The Client may revoke this consent at any time and has the right to request paper invoices by writing to **MCS**'s registered office or sending an email to [atencion.cliente@moevegloboal.com](mailto:atencion.cliente@moevegloboal.com), without being subject to any payment obligation.

## 6. Trade credit

- 6.1. **MCS** 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 commercial credit line is granted, the credit terms will be set forth in the PC. Once the credit limit granted to the Client has been reached, **MCS** may suspend the supply of Products unless the Client prepays the price or provides a guarantee that is satisfactory to **MCS**. Furthermore, **MCS** will assess the Client's commercial risk at intervals it deems appropriate.
- 6.3. 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. **MCS** is committed to ensuring that, at the time of Delivery, its Products comply with the specifications set out in the Product Specifications and Safety Data Sheets.
- 7.2. The Client will be notified of any changes to the Product Documentation. All descriptions, technical data, dimensions, weights, and similar information contained in any promotional or technical materials issued by **MCS** are subject to change without notice and should not 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. **MCS** shall be responsible for ensuring that the Products meet the specifications set forth in the Product technical data sheets.
- 9.2. Claims related to quantity shall only be accepted if made in writing on the Delivery Note at the time of receipt of the Product. Claims related to the quality of the Product must be submitted in writing to **MCS** within a maximum of fourteen (14) calendar days from the date of Delivery. Furthermore, when applicable due to the characteristics of the product, claims will only be accepted concerning samples taken from the tanker truck prior to unloading, or claims regarding product samples taken from the Client's tank will only be accepted if the Client can prove that **MCS** was the sole supplier of the entire quantity of Product contained in the tank and demonstrate that the tank has been cleaned within the past five (5) years. If the Client does not provide any notification within fourteen (14) calendar days following the Delivery date, it shall be understood that the Client has received the Products in accordance with the Purchase Order.
- 9.3. In cases where **MCS** is liable for non-conforming Products, it shall, at its discretion, (i) replace the defective Product or (ii) refund the Price of the defective Products without interest. The only costs to be borne by **MCS** in connection with the replacement shall be those related to transport to the Delivery Site.
- 9.4. However, **MCS** will not be liable for claims (i) in cases where the deterioration of the Products is the result of misuse or improper application of the Product, (ii) if the Products have not been stored or used correctly, 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 either Party becomes liable, except for a breach of clauses 8 and 11 through 16 of these GCS, the maximum amount of recoverable damages shall be limited to the price of the Product purchased by the Client related to the damages being claimed. In no event shall **MCS** or the Client be liable for any indirect, consequential, special, punitive, or exemplary damages in connection with the supply of the Product.



## 10. Resolution

10.1. Without prejudice to any other rights and remedies, **MCS** may terminate or suspend the supply of any Order with immediate effect by providing written notice to the Client if:

- (i). The Client fails to meet or is delayed in meeting any of its obligations under these GCS, SPC, or PC, if any.
- (ii). The Client or any guarantor of the Client's obligations enters into insolvency or liquidation or must be subject to any similar act or proceedings under any applicable law.
- (iii). Breach of the confidentiality obligations or infringement of third party intellectual or industrial property rights.
- (iv). Failure to provide or the expiration of the bank guarantees required by **MCS** to fulfill 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 **MCS** and/or with Safety, Hygiene, and Environmental regulations, as well as with any applicable rules.
- (vii). Non-compliance with the obligations and commitments set out in sections 15 ("Sanctions, trade, and anti-corruption") and 16 ("Ethical principles"), including non-compliance with the Moeve Group Code of Ethics available at the following link <https://www.moeveglobal.com/es/compania/gobierno-corporativo/etica-cumplimiento>

10.2. In cases where resolution of the contract at **MCS**'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.
- (ii). Fulfill the guarantees that the Client may have established.
- (iii). Claim payment of the Price, interest, expenses, or any payments owed by the Client to **MCS** pursuant to these GCS, along with any damages that may apply.

## 11. Confidentiality

11.1. All information communicated by **MCS** to the Client — including, but not limited to, technical, industrial, commercial, or financial information — regardless of



the form of communication (verbal, written, or otherwise), with particular reference to designs, diagrams, descriptions, specifications, reports, microfilms, diskettes, software and related documentation, samples, prototypes, etc., is confidential.

- 11.2. Confidential Information may only be used in connection with fulfillment of the Order. The Client shall 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. In accordance with Regulation (EU) 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), Spanish Organic Law 3/2018 of December 5 on the Protection of Personal Data and the Guarantee of Digital Rights (LOPDGDD), and any other applicable regulations (collectively, the "Applicable Regulations"), the Client is hereby informed that Moeve CLIENT SOLUTIONS, S.A. ("MCS" or "Moeve") and its Affiliates, which are listed on the website [www.moeveglobal.com](http://www.moeveglobal.com), will process personal data for the purpose of managing Product supply requests. In this regard, the legal basis for the processing is the performance of the contract (Art. 6.1.b of Regulation (EU) 2016/679).
- 12.2. The data may be disclosed to other companies within the Moeve Group when necessary for the management of the contractual relationship, to third-party service providers acting as data processors, or when there is a legal obligation to do so.
- 12.3. Moeve will retain Clients' personal identification and contact information for as long as the business and/or contractual relationship with the Client remains in effect and their request is being processed. Once the contractual relationship has ended, the data will be retained for the period required to comply with legal obligations and address any potential liabilities, after which it will be blocked and deleted in accordance with applicable regulations.
- 12.4. At any time and to the extent applicable, the Client may exercise, the rights of access, rectification, erasure, restriction of processing, objection, and data portability, in addition to the right to object to automated individual decision-making, by contacting Moeve at the registered office address provided or by sending an email to [derechos.arco@moeveglobal.com](mailto:derechos.arco@moeveglobal.com).
- 12.5. We would like to inform Clients that Moeve has a Data Protection Officer to whom they may address any questions regarding the processing of their personal data by sending an email [dpo@moeveglobal.com](mailto:dpo@moeveglobal.com) with "Data



Protection" in the subject line. For more information, please consult our Privacy Policy at <https://www.moeve.es/en/privacy-policy>.

### 13. Competition law

- 13.1. **MCS** actively promotes a culture of compliance with competition law. It has a Compliance Program in this area and a zero-tolerance policy toward breaches of applicable regulations by its employees, executives, and representatives, as well as by its business partners. In this context, the Client hereby declares that:
- (i). It is not currently involved in proceedings with a competition authority due to a violation of competition law.
  - (ii). It has not been received a definitive sanction from a competition authority for committing a serious or very serious violation of competition law in the past five (5) years.
- 13.2. If, while these GCS are in effect, the Client is sanctioned by any competition authority, or a previous sanction for a serious or very serious violation of competition law is made definitive by court judgment, this may constitute grounds for termination of this contract. The Client agrees to notify the Company of any such circumstances as soon as possible, always within a period not exceeding 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 the environmental requirements that may affect the subject matter 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 minimize any unfavorable consequences arising therefrom. The Parties shall undertake a firm commitment to safety, quality, and respect for the environment. They shall evaluate and consider all environmental requirements that may affect the purpose of the activity, carrying out the necessary controls and ensuring compliance with best practices and environmental standards. The protection of natural resources, such as air, water, and soil, as well as animal and plant life, from the potential adverse effects of their activities shall therefore be ensured, minimizing any unfavorable consequences arising therefrom. In the event that either party believes that its activity may cause an environmental impact (air emissions, water discharges, waste, noise, etc.), it shall notify the other Party for the purpose of establishing appropriate preventive measures. Likewise, it shall notify and document in writing to the other Party any instances of non-compliance with environmental laws or regulations affecting its activity.



The licenses or authorizations required for the activity, as established by environmental requirements, are a necessary requirement. Therefore, the Parties must ensure they hold and comply with the authorizations and/or licenses required to perform the activity, as well as with the administrative requirements arising therefrom.

## 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, 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 to ensure that:

- (i). None of the Parties, their final beneficiaries or their executives or managers (and potentially their subsidiaries and/or Affiliates) are currently included in any of the sanctions lists issued by the Authorities, pursuant to any of the 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 measures that could subject the other to fines or sanctions under the 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 shall comply and also enforce compliance among the entities and individuals under their control, or acting or potentially acting on their behalf — including subsidiaries, managers, employees, legal representatives, and/or agents — with each and every one of the Applicable Laws relating to the fight against bribery, corruption, money laundering, and terrorist financing, including European Union legislation (and that of each Member State), the Spanish Criminal Code, the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act (FCPA), the regulations of the U.S. Securities and Exchange Commission (SEC), the Canadian Corruption of Foreign Public Officials Act (CFPOA), as well as the OECD Recommendation on Combating Bribery in International Business Transactions;



- (v). They will not directly or indirectly pay, offer, give, promise, or authorize the payment of money, gifts, or other items of value or undue advantages to or through (i) public officials or employees (at any level, in any government, agency, or international organization), (ii) political parties or candidates, (iii) managers, employees, or representatives of current or potential clients, suppliers, or counterparties, or (iv) third parties acting as intermediaries at the request or for the benefit of the foregoing, to unduly influence business decisions or opportunities or to secure undue advantages.
- 15.3. The Client states and guarantees that no funds used in connection with the payment of Purchase Orders originate from or are, directly or indirectly, related to illegal activities or to any sanctioned country, entity, group, or individual.
- 15.4. Throughout the term of the contractual relationship, the Parties shall implement and/or maintain all reasonable measures, including appropriate and sufficient procedures and controls, to prevent, detect, mitigate, and discover any current or future violation of applicable law and/or any of the foregoing provisions.
- 15.5. In the event of a breach, and without prejudice to any other rights or remedies that the non-breaching Party may have under these GCS, the Purchase Order, and/or applicable law — including, where applicable, the right to demand performance of obligations, compensation for damages, and/or termination of the contractual relationship — the defaulting Party shall take any measures necessary or reasonably requested by the other Party to remedy or minimize the effects of the breach.
- 15.6. The breaching Party also agrees to indemnify and hold the non-breaching Party harmless from any cost, consequence, damage, or penalty arising from such a breach.
- 15.7. 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, and UK), 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 Moeve Products, along with a communication to said clients informing them of said prohibition.

## 16. Ethical principles

- 16.1. Adherence to best practices in ethics and conduct is a core corporate value for Moeve and its Group, which includes MCS. Therefore, the Client states and guarantees that, throughout the course of the contractual relationship, it will



promote compliance — both on its own behalf and through its Related Persons — with the ethical and human rights principles set forth in the International Bill of Human Rights, the Declaration of the International Labour Organization (ILO) and its core conventions, the OECD Guidelines for Multinational Enterprises, and the 10 Principles of the United Nations Global Compact.

- 16.2. Without prejudice to any other rights or remedies that MCS may have under these GCS, the Purchase Order, and/or applicable law (including, where applicable, the right to demand performance of obligations or compensation for damages) **MCS** reserves the right to terminate the contractual relationship with clients who fail to comply with the aforementioned international standards or the Principles of the Moeve Group Code of Ethics and Conduct (available at <https://www.moeveglobal.com/en/the-company/corporate-governance/ethics-compliance>), which has the primary purpose of establishing the values and ethical principles that govern the conduct of the Moeve Group and its employees.
- 16.3. 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 the contractual relationship.
- 16.4. A "conflict of interest" is defined as any situation in which the personal interests or circumstances of an employee, executive, or manager of the Client may interfere with the interests of the company in such a way that their independence or impartiality is compromised or called into question.
- 16.5. Moeve's clients agree to identify any situation that may involve a conflict of interest or other irregularities or breaches of any of the commitments and obligations set forth in Sections 14 and 15 of these GCS, and to immediately report such situations to Moeve via the following link: [EthicsPoint - Moeve](#). In addition, they must immediately notify **MCS** if, at any time during the term of the contractual relationship or if their circumstances, their knowledge, or perception changes in such a way that (i) they cannot comply with the statements and commitments set forth in Sections 14 and 15 of these GCS and/or (ii) **MCS** and/or its affiliates could be exposed to punitive measures due to a breach or potential breach of the aforementioned statements and commitments.

## 17. General stipulations

- 17.1. Assignment: **MCS** may assign or subcontract, in whole or in part, its legal position under these GCS without the need for authorization from the Client. The Client, on the other hand, must obtain prior written authorization from **MCS** to assign, in whole or in part, its position under these GCS.
- 17.2. Force majeure: With the exception of the obligation to pay for the Products, events of force majeure, wars, pandemics, and natural disasters, as well as



other serious, unforeseeable, and unavoidable events, shall release the contracting parties from their obligations (with the exception of payment of the price, which shall remain non-waivable) for as long as the impediment persists and depending on the consequent effects. The Parties shall be obligated to immediately provide all reasonably necessary information and to adapt their obligations to the new circumstances in good faith.

In cases of force majeure, **MCS**, upon written notice to the Client, is entitled to cancel an order or delay its delivery, without the Client being entitled to any additional compensation. In the event that the delay is longer than three (3) months, the Client shall have the right to cancel any pending Orders without prejudice to the validity of any obligations, particularly payment obligations, that remain outstanding. The Client shall not be entitled to any compensation.

- 17.3. No waiver: The failure of either Party to require performance of any of the obligations set forth in these GCS or exercise any of the rights or remedies available to it under these GCS shall not (i) relieve the other Party from full performance of the remaining obligations yet to be fulfilled or (ii) be construed as a waiver of the right to demand future performance of any obligation or exercise rights or remedies provided for in the agreed GCS or PC.

The waiver, deferral, or relinquishment of any of the rights set forth in the agreed GCS or PC, or in a part thereof, (i) shall be binding only if made in writing; (ii) may be subject to the conditions deemed appropriate by the party granting the waiver, deferral, or relinquishment; (iii) shall be limited to the specific case in which it occurred; and (iv) shall not affect the enforceability of the related rights in other case, nor the enforceability of any other right existing between the Parties.

- 17.4. Amendments: Any amendment to the agreed GCS or PC that is not approved in writing by **MCS** shall be 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 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. Entire Agreement: Unless otherwise expressly agreed by the parties, these Conditions supersede all other contracts or agreements, whether written or oral, previously entered into by the parties, which shall cease to be in force and effect as of 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. Headings not binding: The headings of the clauses shall not be used to interpret the content of this agreement.
- 17.9. Applicable law: These GCS, and, where applicable, the agreed PC, will be governed and interpreted in accordance with the general laws of the Kingdom of Spain.
- 17.10. Jurisdiction: The Parties, expressly waiving any other jurisdiction to which they might be entitled by law, submit to the jurisdiction of the courts and tribunals of Moeve's registered address for the resolution of any dispute or claim that may arise regarding the interpretation or performance of these GCS, the SPC, and, where applicable, the agreed PC, including those relating to non-contractual obligations arising from or related to an Order. In the event that, under Spanish law, the Client is considered a consumer, the Parties shall submit their disputes to the courts and tribunals of the Client's registered address. In the event of international disputes, the Parties, expressly waiving any other jurisdiction that may be available to them under law, submit to the jurisdiction of the International Court of Arbitration of Madrid (CIAM), with its seat in Madrid, in the English language and subject to the general law of Spain, for the resolution of disputes between the Parties.



## ANNEX 1. Specific Product Conditions

**SPC.** Specific Product Conditions applicable to the following products sold by **MCS**:

- **Land Transport Lubricants**

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

Invoices for land transport lubricants may be issued as a single consolidated invoice, in accordance with current legislation.

The cost of transporting the Products to the Delivery Site shall be borne by **MCS** provided that delivery is not requested within less than seventy-two hours. Notwithstanding the foregoing, if the Client requests urgent delivery of the Products within a shorter timeframe than that indicated above, the Client shall be obligated to bear any additional costs that may arise from urgent delivery.

- **Marine Lubricants**

The Client agrees to keep **MCS** 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 in any of the sanction lists issued by the Authorities, in accordance with the Applicable Laws as provided for in the GCS.

The cost of shipping the Products to the Delivery Site shall be borne by **MCS**, provided that no specific delivery date is requested. Notwithstanding the foregoing, if the Client requests urgent delivery of the Products with less than one week's, the Client shall be required to bear any additional costs that may arise from urgent delivery.

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:

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

- (i) When delivery of the marine lubricant products is made on board a vessel, the following will apply:
  - a. For bulk shipments, the provisions of [Moeve Trading's General Terms and Conditions of Sale](https://www.moeveglobal.com/stfls/corporativo/FICHEROS/2021-cepsa-trading-products-gtcs-v2.pdf) under the FOB Incoterm shall apply, together with the provisions of Part Five of these terms and conditions, and for the purposes of commercial relations between **MCS** and the Client, as included at the following link  
<https://www.moeveglobal.com/stfls/corporativo/FICHEROS/2021-cepsa-trading-products-gtcs-v2.pdf>
  - b. For packaged goods, the FAS Incoterm shall apply between the parties, together with the provisions of Part Five of Moeve Trading's General Terms



and Conditions of Sale, for the purposes of commercial relations between **MCS** and the Client, as included at the following link <https://www.moeveglobal.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 by ship, the Incoterm agreed upon by the parties and governed by Moeve Trading's General Terms and Conditions of Sale shall apply, for the purposes of commercial relations between **MCS** and the Client, as included at the following link <https://www.moeveglobal.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 base and paraffin products are delivered by ship, the Incoterm agreed upon by the parties and governed by Moeve Trading's General Terms and Conditions of Sale shall apply, for the purposes of commercial relations between **MCS** and the Client, as included at the following link <https://www.moeveglobal.com/stfls/corporativo/FICHEROS/2021-cepsa-trading-products-gtcs-v2.pdf>

The Client must inspect the Products delivered within a maximum of fifteen (15) calendar days from the date of delivery by truck. With regard to deliveries in flexitanks, the parties shall agree the terms on a case-by-case basis, and in the absence of such an agreement, the provisions of the GCS shall apply.