



MB Energy Limited
Inland Fuels General Terms and Conditions
Version March 2026

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SECTION 1 APPLICABILITY, INCORPORATION, AND INTERPRETATION

- 1.1 **Scope.** Supplier agrees to sell the Product(s) to Buyer, who agrees to purchase the Product(s) in accordance with the Agreement.
- 1.2 **Applicability.** The GTCs apply to all transactions between Supplier and Buyer for Product. For the Sections listed under Part II (Delivery Ex Tank, Into Tank, Bunkering), the relevant Sections are those corresponding to the agreed Delivery Term as specified in the Special Terms. The GTCs take precedence over any other terms, including those introduced by Buyer in purchase orders, order confirmations, or any other communication, and any implied by law, trade custom, or course of dealing. Fulfilment of an O/order does not constitute acceptance of Buyer's terms or modify the Agreement. At any time without any Buyer's consent being required, Buyer agrees that the GTCs may be amended, varied, and/or replaced and restated from time to time by Supplier, including but not limited, to reflect any necessary changes in the Applicable Laws, following which the updated GTCs shall be incorporated by reference and be deemed to automatically form a part of the Agreement.
- 1.3 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties, and supersedes all prior contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, between them relating to the subject matter of the Agreement.
- 1.4 **Incorporation.** The GTCs are deemed part of the Agreement and hereby incorporated by reference. Each Party acknowledges that the GTCs were made available to it. If Supplier renews or extends a Term, Buyer agrees that the GTCs valid as of the respective Effective Date will apply to all Product supplies during such Term..
- 1.5 **Priority.** In the event of any conflict or inconsistency between the GTCs and the Special Terms, the Special Terms shall prevail in all material respects.
- 1.6 **Interpretations.** Unless stated otherwise: Singular words include the plural and vice versa; headings and numbering are for convenience and don't affect interpretation; gender references apply to all genders; references to laws or regulations include any amendments, modifications and/or re-enactments thereof; 'writing' includes emails, online platform notices, and electronic transmissions (excluding fax); 'Person' includes individuals, corporations, and their representatives or successors; 'Company' includes any corporate body; obligations not to do something include not allowing it to be done; references to agreements include any variations; terms like 'including' or 'for example' are illustrative, not limiting; 'Party' refers to Buyer, Supplier, or both, and any terms of art, shall be construed as follows, unless the context requires otherwise: Ex Rack means Ex Tank, lifting means Collected, Delivered In means Into Tank, supplied means Delivered, Into Diesel Bunkering means Bunkering, and provided means Transfer.

SECTION 2 DEFINITIONS

The following definitions apply to the Agreement (as hereinafter defined):

Actual Amount the quantity of Products that has been actually Transferred to or Accepted by Buyer during the Term and/or the Periodical Quantity, as applicable;

Acceptance corresponding Product Collection, acceptance of Delivery and/or Transfer by Buyer at Delivery Point;

AdBlue (or "AdBlue®") means a high-purity aqueous urea solution consisting of approximately 32.5% urea and 67.5% deionised water, intended for use in diesel engine selective catalytic reduction (SCR) systems to reduce nitrogen oxide (NO_x) emissions. Where sold under the "AdBlue®" name, the Product

conforms to the quality and specification standards set out in ISO 22241 (as amended or replaced), and is supplied either directly or indirectly under license from the Verband der Automobilindustrie (VDA), the German Association of the Automotive Industry, the registered owner of the AdBlue® trademark.

Advanced Payment payment made by Buyer to Supplier before the Product is Accepted, as applicable, by or on behalf of Buyer;

Affected Party the Party whose obligations or performance under the Agreement are impacted by an event or circumstance beyond its reasonable control;

Affiliate as defined in Section 1159 of the Companies Act 2006;

Agreement the entire contract for the sale and purchase of Product between Supplier and Buyer, including but not limited to, as applicable, collectively, the applicable Special Terms, the GTCs, this framework Agreement and each Order placed by the Buyer and accepted by the Supplier thereof (including Order Acceptance and/or Trade Confirmation(s), if any), and all attachments, exhibits, or schedules thereto, as may be amended and/or modified from time to time;

Applicable Laws and/or Public Policy all laws, enactments, legislations, regulations, ordinances, orders, demands, requests, decrees, or requirements of any Public Authorities, whether of the United Kingdom, United Nations, the European Union or any relevant jurisdiction, applicable to the respective Party and/or the Agreement, including but not limited to those relating to anti-bribery and anti-money laundering, or Trade Restrictions of any type, and the UK Sanctions and Money Laundering Act 2018, the U.K. Anti-Terrorism, Crime and Security Act 2001, the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the Money Laundering Regulation 2007 and the Proceeds of Crime Act 2002 and the applicable country legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and Product Regulations;

Bankruptcy Event any of the following events relating to Party its Parent and/or Affiliate Company that: (a) stops, suspends, or threatens to stop payment of all or a material part of its debts or is unable to pay debts as they fall due; (b) ceases or threatens to cease carrying on all or a substantial part of its business; (c) begins negotiations for, takes proceedings concerning, proposes, or makes agreements for deferral, rescheduling, or adjustment of debts or arrangements with creditors concerning all or substantially all debts; (d) A moratorium is declared in respect of all or substantially all debts; (e) Any step is taken by any person regarding administration, winding up, or bankruptcy thereof; (f) Any step is taken to enforce security over, or a distress or similar process is levied against all or substantially all of its assets, including the appointment of a receiver or administrator; (g) Any event occurs under the law of any relevant jurisdiction with an analogous effect to the events listed above; (h) A petition is filed, an order is made, or a resolution is passed for the

dissolution, liquidation, or winding up thereof; (i) becomes insolvent or is adjudged bankrupt, or makes an assignment or arrangement with creditors, or is expected to be unable or unwilling to pay debts as they become due; (j) A distress, execution, attachment, or other legal process is levied against significant parts of its assets; and/or (k) A receiver is appointed or an encumbrancer takes possession of a significant part of its assets;

Bill of Lading / BOL the document issued by the relevant Terminal evidencing release of the Product(s) to the applicable Party's designated Haulier or receipt of the Product(s) into the Depot/Site, and, in each case, records at least quantity, quality, timestamp, date, and other relevant information about the Product(s);

Bunkering the delivery term whereby Supplier makes Product available to Buyer on the required Network and/or delivers Product to the respective Site(s), including, in each case, the corresponding transfer of Product by the respective Network Provider by way of book-entry into Buyer's Suspense Account;

Business Day a day other than a Saturday, Sunday, or public holiday when banks in London are open for business;

Business Hours the period from 8:30 am to 5:00 pm, which includes Greenwich Mean Time (GMT) during the winter months and British Summer Time (BST) during the summer months, on any Business Day;

Buyer the entity, or its Representative, who purchases the Products from Supplier;

Carbon Offsets voluntary and previously retired carbon offsetting credits or units resulting from verified carbon reduction project(s) that have compensated, sequestered or prevented CO₂e as evidenced in the form of a certificate issued by the relevant registry;

Cardholders any natural or legal person to whom a Fuel Card is issued;

Change of Control any change in Buyer's ownership where: (a) a person acquires Control of Buyer without prior Control; (b) the ultimate parent company ceases to have Control of Buyer; (c) a person acquires Control of the ultimate parent company; and/or (d) a person not under the Control of the ultimate parent acquires Control of Buyer;

Collected the completion of the loading of the Product into Buyer's or its Haulier's road tanker at the respective Terminal's loading bay; and

Collect, Collection, and Collecting shall be construed accordingly;

Collection Date the date or timeframe(s) when the Product(s) are Collected;

Commencement Date the specific date marking the initiation of the Term and at least Buyer's obligation to Accept Product(s);

Compulsory Stock Obligation / CSO Compulsory Stock Obligation (under Oil and Gas (Compulsory Stockholding) Regulations 2015 (SI 2015/832) and the Energy Act, requiring designated entities to maintain a minimum level of stock of oil and petroleum products to ensure supply security in the event of supply disruptions;

Confidential Information any information of a confidential nature concerning the business, assets, affairs, buyers, clients or suppliers of the other Party or of any member of its Affiliates, including information relating to a Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, personal information, market opportunities, HSE performance data, excluding all information that has become public knowledge without breach of the Agreement, was in the other Party's possession prior to disclosure, is received from a third Party not bound by any confidentiality, and/or is developed independently by the other Party or the other Party's Affiliates;

Consequential Losses indirect or consequential losses or expenses, including but not limited if and to the extent they might not otherwise constitute indirect or consequential losses or expenses, loss of anticipated profits, loss of sales or business, plant shutdown or reduced production, loss of power generation, blackouts or electrical shut-down or reduction, loss of anticipated savings, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, loss of use or corruption of software, data or information;

Control the power to direct or influence the management or policies of an entity, including ownership of more than 50% of voting shares or the ability to elect a majority of the board of directors;

Credit Support credit support in the form of an unconditional bank letter of credit, parent and/or cross company guarantee, cash deposit, Advance Payment, bank guarantee, bank bond, insurance policy coverage, and/or other forms of credit assurances and support;

Date means reference to a specific calendar day of the week, or the month and/or of the year, and/or to the last day of a defined time period, as applicable, or as specified in the Special Terms;

Day any reference to a "day" which is not specified as a "Business Day" shall mean a calendar day of any kind;

Deficit the difference between either the Total Quantity and/or Periodical Quantity (as applicable) minus the corresponding Actual Amount and the applicable Tolerance;

Delivered the completion of Supplier's or its Haulier's delivery of Product to the respective Depot(s), and Deliver, Deliveries, and Delivering shall be construed accordingly;

Delivery Date the date or timeframe(s) when the Product(s) are Delivered;

Delivery Note the document issued by the relevant Haulier evidencing Delivery/Transfer of the Product into Buyer's or Network's designated Depot/Site, respectively, and, in each case, records at least the quantity, quality, timestamp, date, and other relevant information about the Product(s);

Delivery Terms collectively all terms and conditions governing the supply and transfer of Product(s) from Supplier to Buyer as stipulated in Part II (Delivery Ex Tank, Into Tank, Bunkering);

Depot Buyer's designated tank depot location used for storage and throughput of Product(s) and subject of Into Tank deliveries;

Developmental Renewable Transport Fuels Obligation / DRTFO a regulatory framework aimed at promoting the use of renewable transport fuels under the Renewable Transport Fuel Obligation Order 2007;

Direct Contact where Buyer engages directly with Supplier's Representative(s) either verbally or email with the intent to place an Order;

DPA 2018 UK's Data Protection Act 2018;

Execution Date is the last date on which the Agreement was signed by Supplier and Buyer, or if applicable, the date Supplier and Buyer formalize the material terms of their sale and purchase of Product, including without limitation Order Acceptance and/or Trade Confirmation in writing or in any other permissible form;

Ex Tank the delivery term whereby Supplier makes Product available to Buyer from

Supplier's Terminal and Buyer arranges for its collection therefrom;

Force Majeure Event any event or event beyond the reasonable control that prevents or impedes performance of the Agreement, including but not limited to: (a) war or armed conflict (whether declared or undeclared), acts of terrorism, nuclear, riots, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, biological or chemical warfare, imposition of Trade Restrictions and/or breaking off of diplomatic relations; or (b) navigational accidents or maritime peril; piracy, Vessel damage or loss; breakdown of the Vessel; (c) accidents at, closing of, or restrictions upon the use of mooring facilities, docks, harbours, ports, Terminals, pipelines, or other navigational or transportation mechanisms; (d) collapse of buildings, explosions or accidents, including to wells, pipelines, storage plants, refineries, Terminals, machinery and other facilities; (e) acts or omission of any directive of a Public Authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; good faith compliance with any related order, request, or directive; or (f) supply chain disruptions, including but not limited to failure, cessation, curtailment, reduction or interference with the Product supplies whether lawful or not from Supplier's or Suppliers' suppliers' sources of the Product, including any refusal for any reason by the Suppliers' suppliers to supply the Product, provided in fact that the sources of supply are for the purpose of the Agreement; (g) natural disasters or acts of God, including fires, floods, droughts, earthquakes, lightning, explosions, storms, significant adverse weather, landslides; or (h) Infectious Disease Consequences; or (i) nuclear, chemical, or biological contamination or accident, or sonic boom; or (j) an industrial labour dispute, including strikes, grievances, actions by or among workers or labour groups or lock-outs (whether or not such labour difficulties could be settled by acceding to any demands of any such labour group(s) or individuals); or (k) interruption or failure of any utility service; (l) compliance with any change or new Product Regulations, and/or (m) or any other cause, whether similar or dissimilar to those above and whether foreseeable or unforeseeable, but excluding at least (n) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned;

and (o) any failure of delay caused by a lack of funds;

Fuel Card the certain card issued by the relevant Network Provider to Buyer and with which Buyer is permitted to use the Network and purchase Product(s) from Supplier, also subject to the Fuel Card Terms;

Fuel Card Terms the terms and conditions agreed between the relevant Network Provider and Buyer also governing the delivery and/or collection of Products from the Network to Buyer and/or the Cardholders and the fuel management services generally provided by the relevant Network Provider to Buyer;

GDPR the DPA 2028 (UK-GDPR/ General Data Protection Regulation) and in case of personal data are being transferred to or from the EU or in case of another EU nexus Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

General Terms Parts I (Applicability and Definitions) and III (General Terms) of the GTCs;

GTCs collectively this document titled "MB Energy Limited Inland Fuels General Terms and Conditions", consisting mainly of Parts I (Applicability and Definitions), II (Delivery Terms), and III (General Terms), as published and available online at [General Terms & Conditions](#), as may be extended, modified, and/or amended from time to time;

Haulier a carrier engaged by the respective Party to transport the Product from the Terminal or to the Depot by road;

Independent Inspector a third-Party professional or entity that is not affiliated with either Party to the contract and provides independent third-party assessment of quantity and/or quality of Product;

Infectious Disease Consequences the impacts and ramifications resulting from outbreaks of infectious diseases, including but not limited to, diseases, epidemics, or pandemics, and/or public health regulations such as quarantine and health and safety regulations;

Into Tank the delivery term whereby Supplier delivers Product into the respective Depot(s);

Month a calendar month;

Network the respective bunkering network consisting of multiple interconnected Sites

through which Product(s) are distributed in the UK;

Network Provider the respective owner and/or operator of the designated Network;

Nominations a formal process by which Buyer notifies Supplier in regard to Delivery Term(s);

Non-Compliant Product any product that does not conform to the Specification;

Notice(s) the formal written requirements certain communications between the Parties in relation to the Agreement;

Online Sales Portal Supplier's digital platform system that enables the buying and selling of Product(s), allowing Parties to conduct transactions, manage orders, and access relevant information in a centralized online environment;

Order the formal written process by which Buyer formally offers to purchase Product(s) from and to Supplier, including all essential terms;

Periodical Quantity the volume of Product that Buyer is obligated to periodically purchase from Supplier during a specified time periods during the Term, typically defined in day(s), week(s), or month(s);

Price the base price for each Product, plus each addition, as applicable, including but not limited to premium(s), Product Regulations Charge(s), and/or freight;

Product Obligations Charge(s) additional charges applied to any oil sale contract to cover costs of regulatory compliance, including those from Product Regulations;

Product Regulations any and all laws, rules, regulations, decrees, agreements, concessions and arrangements with Public Authorities affecting the Product(s) and any related ancillary services, including those relating to the production, acquisition, gathering, manufacturing, transportation, storage, trading or delivery thereof, insofar as such affect Supplier and/or Supplier's supplier(s), including but not limited to, as applicable: Renewable Fuels Transport Obligation (RTFO) (under the Renewable Transport Fuel Obligation Order 2007), Developmental Renewable Transport Fuels Obligation (DRTFO) (under the Renewable Transport Fuel Obligation Order 2007), the Motor Fuel (Road Vehicle and Mobile Machinery) (under Motor Fuel (Road Vehicle and Mobile Machinery) Regulations 2001), Greenhouse Gases Obligation (under Climate Change Act 2008 and the Greenhouse Gas Emissions Trading

Scheme Regulations 2012 (SI 2012/1504), Compulsory Stock Obligation (under Oil and Gas (Compulsory Stockholding) Regulations 2015 (SI 2015/832) and the Energy Act 2016), the Oil Stocking Order 2012 (under Oil Stocking (Amendment) Regulations 2012 (SI 2012/2613), and/or the Energy Act 1976;

Product(s) any petroleum product, bio-diesel product or other products supplied by Supplier;

Prohibited Acts any act or omission to act in any manner that is inconsistent with, penalised or prohibited under the Applicable Laws;

Public Authority of the United Kingdom, United Nations, the European Union, or any public international organization of any relevant jurisdiction over the respective Party and/or the Agreement, including but not limited to **any government**, governmental department, ministry, agency or instrumentality of any government, local, port authority and/or terminal operator, including local government and/or regulatory bodies (independent of national or supranational background), that adopt in a legislative process, impose, implement and administer, monitor compliance with and enforce any Applicable Law, including without limitation the UK Office of Financial Sanctions Implementation, the UK HM Treasury, the United Nations, the European Union, the member states of the European Union, the U.S. Government and/or the [Office of Foreign Assets Control](#) of the U.S. Department of the Treasury.

Public Official any of the following person or entity (a) an official or an officer, or employee of a Public Authority; or (b) an officer or employee; or (c) any person acting in an official capacity for or on behalf of any Public Authority; or (d) any political Party or official thereof, or any candidate for political office; or (e) any director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of Buyer or Supplier; or (f) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or (g) engage in other acts or transactions;

RDCO UK 'registered dealers in controlled oil' scheme under the UK Excise Notice 192;

Renewable Transport Fuel Obligation / RTFO a particular UK Public Policy designed to promote the use of renewable fuels in the transport sector in the UK established under

the Renewable Transport Fuel Obligation Order 2007; Suppliers can earn RTFCs for the qualified renewable fuel they supply, which can be traded or sold to meet obligations under Applicable Law;

Representatives in relation to the Parties its directors, officers, employees and professional advisers of or of an Affiliate of the Parties;

RTFO Certificate / RTFC a tradable certificate issued by the UK Department of Transport to fuel suppliers under the Renewable Transport Fuel Obligation Order 2007;

Security Interest grant of Buyer's lien on and security interest in and to all of the right, title, and interest in to and under the Product(s), in all cases at least a title as a tenant in common/co-owners into a mixed pool;

Site any fuel storage tank location designated by Supplier or Buyer within the respective Network and subject of Bunkering deliveries;

Special Terms the separate document titled Special Terms stipulating the commercial and special terms and conditions for the sale and purchase of Product between the Parties and form part of the Agreement;

Specification the relevant specification issued by the British Standards Institution (BSI) applicable to the Product(s) or service in question;

Supplier MB Energy Limited and/or, where applicable, any other related MB Energy UK group company identified as supplier in any relevant Special Terms, Order, or similar document, as the case may be;

Supply Date the agreed date of Collection, Delivery, and/or Transfer, respectively;

Supply Point the specific Terminal, Depot, and/or Site, respectively, where the Product is Delivered, made available for Collection, and/or Transferred and risk of loss and custody of the Product(s) is transferred from Supplier to Buyer;

Suspense Account(s) a certain temporary (stock transfer) holding account of Supplier or Buyer, as the case may be, with the relevant Network Provider;

Suspense Agreement separate agreement(s) between Supplier and the relevant Network Provider and Buyer and the same Network Provider governing the terms and conditions arising from/or out of Bunkering activities related to any respective Site(s), including the corresponding Suspense Account(s);

Term the length of time the Agreement is valid;

Terminal Supplier's designated loading terminal facility and subject of Ex Tank deliveries or, where the context otherwise requires, the operator, or a Public Official of any Products storage and handling terminal facility ;

Tolerance the percentage used to measure the permitted allowance differential to the quantity sold, or if no percentage is stipulated, the default allowance is 5% of the Total Quantity;

Total Quantity the volume of Product that Buyer is obligated to purchase from Supplier during the Term, typically defined in day(s), week(s), or month(s);

Trade Confirmation document issued by Supplier to Buyer that summarizes and confirms the essential terms of a binding transaction(s) between the Parties, including but not limited to the description of the Products, Price, payment terms, and/or delivery terms;

Trade Restrictions any economic, financial, trade, immigration, aircraft, vessel, logistics, shipping, banking, sanitary, health limitations, restrictions, sanctions and/or bans on commercial activities, assets, individuals, transactions, goods and/or trade under the Applicable Law, including without limitation embargoes, blockades, sabotage, international boycotts, trade & other economic sanctions, export, import, re-export, sanitary and health controls, trade embargoes or other restrictive measures and non-proliferation from time to time imposed, administered or enforced by respective Public Authorities under the Applicable Law;

Transferred the completion of the respective Network Provider's book-entry transfer of Product from Supplier's Suspense Agreement to Buyer's Suspense Account, including, where required, delivery of Product into the respective Site(s), and Transfer and Transferring shall be construed accordingly;

Typical a quality or characteristic often attributable to Product from a particular source, given without guarantee and not amounting to a representation or warranty that such typical quality or attribute will be present in the Product supplied;

UK REACH Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and

Restriction of Chemicals, and as implemented and modified in the United Kingdom;

UK Dft UK's Department for Transport;

UK VAT Value Added Tax, which is a consumption tax levied on the sale of goods and services in the UK, charged at certain stages of production and distribution;

Underlift Fee the charge applicable for any Deficit;

Week a period of seven consecutive days;

Year any period of 12 (twelve) consecutive months from 1 January to the following 31 December.

PART II DELIVERY EX TANK, INTO TANK, BUNKERING

SECTION 3 GENERAL

Delivery is subject to the Special Terms and all subsequent sections in Part II (Delivery Ex Tank, Into Tank, and/or Bunkering) applicable to the corresponding delivery method.

SECTION 4 RISK

- 4.1 If Ex Tank, risk of loss and custody to the Product shall transfer from Supplier to Buyer as the Product passes the last permanent outlet flange of the Terminal from which the Product is being made available from.
- 4.2 If Into Tank, risk of loss and custody to the Product shall transfer from Supplier to Buyer as the Product passes the last outlet flange of Supplier's designated Haulier's delivery truck to the Depot's intake.
- 4.3 If Bunkering, risk of loss and custody to the Product shall transfer from Supplier to Buyer as the Product passes, the earliest of: (a) the last outlet flange of the respective Haulier's delivery truck to the Site's intake, or (b) in accordance with the terms of the applicable Bunkering Suspense Agreement(s), and/or Network Site Agreement.

SECTION 5 NOMINATIONS

- 5.1 **Nomination Procedure.** Each Party must follow the standard operating procedures of the relevant Delivery Point.
- 5.2 **Changes in Nominations.**
 - 5.2.1 If Ex Tank, Supplier reserves right to change nominations of any Collection location in case of unforeseen circumstances, operational issues or capacity limitations, changes in availability or access to the designated Terminal facility, and/or market or logistical conditions.
 - 5.2.2 If Into Tank, Buyer must notify Supplier promptly upon learning of any material change in any previously provided Nomination at the Depot in writing (email is also valid); Supplier will use reasonable commercial efforts to accommodate such request, but is under no obligation to modify any previous Nomination, and all costs associated with these changes are for the sole account of Buyer, such as additional Haulier costs as reasonably evidenced.
 - 5.2.3 If Bunkering, Buyer must request modifications to any previously provided Nominations, provided that this request is made in writing (email is also valid) to Supplier at least 7 (seven) Business Days before the corresponding Delivery Date or Transfer Date and Pricing period and Supplier will use reasonable commercial efforts to accommodate such request, but is under no obligation to accept any request to modify any Nominations.

SECTION 6 DETERMINATION OF QUANTITY AND QUALITY

- 6.1 **Measurement and Sampling.** Each Party will reasonably enable the Supply Point to conduct its standard measurement, sampling, and testing around and at the time the Product is respectively Collected, Delivered, and/or Transferred.
- 6.2 **Quantity.**
 - 6.2.1 If Ex Tank, upon Collection, the receiving Haulier shall confirm the Collection by accepting the BoL issued by Supplier's designated Terminal. Buyer warrants the person receiving the BOL is duly authorized. The BoL shall, save for manifest error or fraud, be final, binding, and sole conclusive evidence of the quantity of Products Collected by Buyer.

- 6.2.2 If Into Tank, upon Delivery, the delivering Haulier shall confirm the Delivery by signing the Delivery Note. Supplier warrants the person signing the Delivery Note is duly authorised. The Delivery Note shall, save for manifest error or fraud, be final, binding, and sole conclusive evidence of the quantity of Products Delivered by Supplier. If there is no Delivery Note with 10 (ten) Business Days from the applicable Delivery, the BOL shall, save for manifest error or fraud, be final, binding, and sole conclusive evidence of the quantity of Products Delivered by Supplier.
- 6.2.3 If Bunkering, upon Transfer, the Network Provider shall confirm the Transfer in writing (email valid). Each Party warrants the Network Provider is duly authorized under its respective Suspense Agreement, and solely this confirmation shall, except in case of manifest error or fraud, be final, binding, and conclusive evidence of the quantity of Products Transferred by Supplier.
- 6.3 **Quality.** The quality of the Product shall be determined by the customary testing performed at the respective Supply Point in connection with the relevant Collection, Delivery, and/or Transfer. The results of such tests shall be final, binding, and sole conclusive on each Party, save for manifest error or fraud.
- 6.4 **Documents.**
- 6.4.1 Each Party agrees to provide the other Party with its and/or cause its Representative(s), Haulier, or the like relevant documentation regarding the delivery of the Product, including but not limited to proof of delivery, Bill of Lading, waybills, transfer confirmation, and/or similar documents, upon reasonable request.
- 6.4.2 While each BOL certifies Product quality and quantity, no other document(s), including any bill of lading issued by a H/haulier, shall be deemed to provide evidence of insurance, financing, carriage, nor transfer title or thereby create any rights or obligations for either Party or its Representatives or Haulier, respectively.
- 6.5 **Independent Inspection.**
- 6.5.1 Either Party may appoint, by giving written notice to the other Party, an independent inspector or representative subject to any necessary agreement of the Supply Point, as applicable.
- 6.5.2 Where the Parties mutually agree to appoint an inspector, the costs shall be shared equally. If the appointment is not agreed, the appointing Party shall bear the full cost of the inspection.
- 6.6 **Claims.** The claiming Party must notify the other Party in writing of any claims arising from/or out of quality or quantity of the Products with full supporting documents within 45 (forty-five) days of completion of the date the Product was respectively Collected, Delivered, and/or Transferred. Claims not made within this 45 (forty-five) day period shall be time-barred, and any liability or alleged liability of the other Party shall be conclusively extinguished.

SECTION 7 ACCESS

- 7.1 If Ex Tank, Supplier must provide Buyer with (a) all information Buyer reasonably requires for the Product to be Collected, including but not limited to designating Terminal(s), and (b) arrange for Buyer to have right of access and access to the Terminal.
- 7.2 If Into Tank, Buyer must provide Supplier with (a) all information Supplier reasonably requires for the Product to be Delivered, including but not limited to designating the Tank(s), and (b) arrange for Supplier to have right of access and access to the Depot.
- 7.3 If Bunkering, Buyer must provide Supplier with (a) all information Supplier reasonably requires for the Product to be Transferred, including but not limited to designating the Sites, and (b) arrange for Supplier to have right of access and access to the Site, if required.

SECTION 8 SUPPLY OPERATIONS

- 8.1 If Ex Tank, Supplier will make the Product available at Supplier's specified Terminal(s) and Buyer will Collect the Product within the respective Collection Date or period.

- 8.2 If Into Tank, Supplier will deliver the Product into Buyer's specified Depot/Tank and Buyer will accept the Product within the respective Delivery Date or period.
- 8.3 If Bunkering, Supplier will instruct the Network to effect a certain book entry stock transfer sale(s) to credit Buyer's specified Suspense Account and Buyer will accept the Product within the respective Transfer Date or period, which does not require the immediate physical delivery of such product to a specific Site at the time of sale.

SECTION 9 CONDITIONS

- 9.1 If Into Tank, Buyer shall make, or arrange to ensure, at least each Depot: (a) is safe and suitable for HGV vehicles to access/egress; (b) tanks, pipework, and related equipment are suitable for the Product to be received and are defect-free; (c) tanks and pipework are adequately banded; (d) inlets are correctly labelling indicate the Product type/grade to be received; and (e) has accurate ullage readings and sufficient capacity for the entire delivery.
- 9.2 If Bunkering, supply occurs by various means, including but not limited to:
- (a) Supplier supplying its quantity from its Suspense Agreement as accounted for on the Networks' fuel management system by way of book entry stock transfer to Buyer's respective Suspense Account, and/or
 - (b) Supplier supplying physical supply of Products into a Site as the responsible Network directs per delivery methods Ex Tank or Into Tank as the responsible Network directs Buyer to then deliver or Collect the Products respectively.
- 9.3 Without prejudice to Section 8.3 (Supply Operations for Bunkering), if Bunkering, Supplier's sale is subject to the terms and conditions of the respective Bunkering Suspense Agreement(s), Network User Site Agreement(s), and/or similar agreements' applying to any Party required for supply and/or delivery of Bunkering, particularly, but not limited to, as to as and when (i) Network directs Supplier to physically deliver product into the Network and/or any specific Site, and/or (ii) Network directs Buyer to make withdrawals of Product from any Site
- 9.4 Each Party acknowledges that the other may use a Haulier to transport the Product to or from a Supply Point. Supplier may reject Buyer's designated Haulier on reasonable grounds without any liability, including but not limited to costs arising from or out of Buyer's delay costs. Supplier will notify Buyer of any rejection within 1 (one) day of knowledge of this Haulier, and Buyer must then designate a new Haulier within 1 (one) day of such rejection at its own cost and ensure that transportation continues without delay or interruption.
- 9.5 Supplier may refuse to make Products available for Collection, Delivery, or Transfer if, in its sole discretion, it deems that doing so could result in adverse consequences. In such cases, Supplier is not obligated to compensate Buyer for any undelivered, lost, damaged, or destroyed Products.

PART III GENERAL TERMS

SECTION 10 ORDERS

- 10.1 **Procedure.** Buyer's must place an Order offer either (a) by Direct Contact in accordance with providing all information as reasonably requested by Supplier's Representative(s) or (b) on the Online Sales Portal in accordance with the order process requests specified herein, including complying with Supplier's current terms of use (if any) published on its corporate website.
- 10.2 **Trade Confirmation and Order Acceptance Process.**
- 10.2.1 When Supplier receives an Order, it may send an acknowledgment to confirm receipt. However, this acknowledgment does not mean that the Order has been officially accepted. Supplier has the right to accept or reject any Order at its sole discretion and for any reason, without any liability.
- 10.2.2 Unless otherwise agreed in writing by at least Supplier, a binding contract is formed only when Supplier expressly accepts the Order, whether by email, recorded telephone call, or through the Supplier's Online Sales Portal. Supplier is not required to issue a separate Trade Confirmation or similar document.

- 10.2.3 Where issued, any Trade Confirmation sent by Supplier (whether via email or through the Online Sales Portal) shall constitute formal acceptance of the Order and evidence of the binding contract for Buyer to purchase and for Supplier to sell the specified Product(s) in accordance with the GTCs.
- 10.2.4 Supplier may send the Trade Confirmation to Buyer via email to the address provided in the Order or through Supplier's Online Sales Portal.
- 10.2.5 If Supplier does not expressly accept Buyer's Order in one of the manners described above, the Order is deemed rejected and no binding contract shall be deemed to have been formed, regardless of Buyer's submission of an Order.
- 10.2.6 Supplier is not obligated to respond to, accept, or reject any Order, nor do so within any specific time period.
- 10.3 **Accurate Information.** Buyer must provide complete and accurate information during the ordering process. Supplier is not liable for any delays or issues caused by incorrect information from Buyer.
- 10.4 **Request for Modification.**
- 10.4.1 Buyer may request modifications to any Order within 2 (two) Business Days of such order by sending prior written request with the specific changes detail (email is valid) to Supplier.
- 10.4.2 Supplier has sole discretion to accept or reject any modification request.
- 10.4.3 Supplier will respond to any modification request within 3 (three) Business Days of receipt. If Supplier fails to respond within this time period, the modification request shall be deemed rejected.
- 10.4.4 Any accepted modification request shall be treated as a new Order, subject to the GTCs, including but not limited to the Trade Confirmation process.
- 10.4.5 Modifications to Orders will not be accepted if they are requested less than 3 (three) Business Days prior to the scheduled Collection, Delivery, or Transfer Date. Once the Product has been Delivered, Collected, or Transferred, no modifications to the Order shall be permitted, including any changes to quantity, quality, or delivery terms, and Supplier shall have no obligation to consider or accept any such modifications. The applicability of these GTCs is a condition precedent to the formation of any contract pursuant to an Order. Any quotation or proposal for the Product(s) given by Supplier shall be deemed indicative only and shall not constitute an offer capable of acceptance.

SECTION 11 DURATION

- 11.1 **Commencement.** The Agreement shall commence on the Commencement Date as stipulated in the Special Terms, and if no Commencement Date is stipulated therein, it is the first date the Product is respectively Collected, Delivered, and/or Transferred, unless suspended or terminated earlier in accordance with Section 18 (Suspension and Termination).
- 11.2 **Term.** The Term is as stipulated in the Special Terms, and if no Term is stipulated, the contract duration is a reasonable time for performance of that Party's outstanding respective obligation(s), unless terminated earlier in accordance with Section 18 (Suspension and Termination).

SECTION 12 QUANTITY

- 12.1 **Total Quantity.** During the Term, Buyer shall buy from Supplier, and Supplier shall supply Buyer, the Total Quantity of the Product.
- 12.2 **Periodical Quantity.** During the Term, Buyer shall buy from Supplier the Periodical Quantity for each date and/or period as specified in the Special Terms.
- 12.3 **Multiple Deliveries.**
- 12.3.1 In case of multiple deliveries and no minimum quantity is stated in the Special Terms for a particular date and/or period, it shall be evenly spread throughout the Term on a monthly basis.

- 12.3.2 Supplier may make Collection available, Deliver, and/Transfer the Product(s) by instalments in such quantities as it may reasonably decide; such instalments shall each be a separate obligation and no breach in respect of one or more of them shall entitle Buyer to cancel any subsequent instalments or repudiate the Agreement as a whole.
- 12.4 **Tolerances.** If Supplier supplies to Buyer a quantity of Product(s) up to the Tolerance, Buyer shall not be entitled to object or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products the Price set forth in the Special Terms, adjusted pro rata.
- 12.5 **Measurement Accounting Basis.** Product shall, by default, be measured in natural litres at ambient temperature. If, for any reason, measurement in standard litres at 15°C is to be applied instead of the default method, the Client will be notified prior to the placement of the order.
- 12.6 **Underlift / Deficit.** In addition to any other rights under the Agreement, if Buyer fails to Collect, take Delivery or Transfer within the Periodical Quantity and/or Total Quantity, as applicable, either in whole or in part, at the Supply Point(s), for any reason, then Supplier may, at its sole discretion, charge Buyer the Underlift Fee on the Deficit, unless such is a permitted Force Majeure Event. Buyer shall be solely responsible for any consequences, costs, or liabilities arising from the failure to Collect, instruct Delivery, or Transfer the Periodical Quantity and/or Total Quantity within the permitted period. Supplier shall not be liable for any delay, additional costs, or damages incurred by Buyer as a result of such failure.
- 12.7 **Overlift.** In addition to any other rights under the Agreement, if Buyer Collects, instructs Delivery or Transfer over the Periodical Quantity and/or Total Quantity, either in whole or in part, at the Supply Point(s) within the permitted period, as applicable, for any reason, then Supplier may, at its sole discretion, charge Buyer the spot price as listed on its Online Sales Portal at the time of the respective Collection, Delivery, and/or Transfer.
- 12.8 **No Excess Obligation.** Supplier is not under any obligation to supply Buyer with Product in excess the Periodical Quantity and/or Total Quantity.
- 12.9 **Shortage of Supply Allocation.**
- 12.9.1 Without prejudice to any other rights or remedies that Supplier has under the Agreement and/or at law, in the event of a shortage of oil supply or any circumstances that limit the availability of oil under the Agreement, Supplier shall have the sole discretion to allocate the available supply among its customers. Supplier may prioritize certain customers based on factors including, but not limited to, business relationships, payment history, strategic importance, volume commitments, or operational requirements. Supplier is not obligated to allocate supply equally or proportionally and may treat customers differently as it deems necessary.
- 12.9.2 Supplier shall notify affected customers, including Buyer, in writing of any changes to supply levels, but shall not be liable for any loss, damage, or claim arising from the allocation decisions made during periods of supply scarcity. Nothing in this Section shall obligate Supplier to supply oil to any customer, including Buyer, in excess of the available supply, nor shall Supplier be liable for any failure to meet full supply commitments during such periods.

SECTION 13 QUALITY

- 13.1 **Specification.** Unless stated otherwise in the Special Terms, in regard to quality, Supplier's only obligation is to supply the Product conforming to its following respective Specification at the Supply Point at the respective Collection, Delivery and/or Transfer Date: Diesel - BS EN590, Gasoil - BS EN590, Kerosene - BS 2869 Class C2, Unleaded - BS EN228, or Renewable Diesel/HVO - BS EN15940.
- 13.2 **Exclusions.** In addition to Section 19.4 (Liability Exclusions), Specifications exclude Typical(s) and any stipulation as to time of delivery to form part of Product's description, quality, or fitness for purpose.
- 13.3 **Non-Conform Product.**

- 13.3.1 If a Party becomes aware that any Product does not conform to the Product Specification, that Party shall notify the other Party of the same as soon as is reasonably possible, and in any event within 5 (five) Business Days of the respective Collection, Delivery, or Transfer Date in Buyer's case. This notice shall include a detailed description of the alleged non-conformance and any relevant information regarding the circumstances of the delivery, including but not limited to copies of complete test results, samples, photographs, or other relevant supporting documentation. If Buyer does not provide notice of deviation from Product Specification within 5 (five) Business Days of the Delivery Date, such Product shall be deemed to conform to the Specification.
- 13.3.2 Subject to Section 6 (Determination of Quantity and Quality) and 13.3.1 (Non-Conform Product Notice), if Buyer rejects the Product(s), Supplier or its Representatives shall: (a) uplift the Non-Compliant Product at no cost to Buyer, and (b) replace it with a Product that conforms to the respective Specifications, subject to and provided that Supplier shall not be liable for any delays related to any health, safety and environment and/or other emergency stipulation requiring urgent remediation.
- 13.3.3 **Time Period.** Supplier shall have 10 (ten) Business Days from Buyer's notification to complete the collection and replacement.
- 13.3.4 **Instructions.** Supplier is not liable for any Non-Compliant Product resulting from Buyer's failure to follow oral or written storage, maintenance, or safety instructions from Supplier or its Representatives, and/or customary trade practices.
- 13.3.5 **Sole Remedy.** Section 13.3 (Non-Conform Product) is Buyer's sole and exclusive remedy for any Non-Compliant Product, and it is in lieu of any other claims or damages, and Supplier shall not be liable for any additional costs or losses incurred by Buyer as a result of the Non-Compliant Product.

SECTION 14 PRICE

- 14.1 **Price.** The Price is as set out in the Special Terms, or if no price is quoted therein, the Price shall be the one agreed between the Parties at the time of the respective Order is accepted, as evidenced by any written or recorded communication, including email or recorded telephone call. If no such agreement is properly evidenced, the applicable Price shall be the price set out in Supplier's then-current price list made available to Buyer (including via email or, once operational, through Supplier's Online Sales Portal on the respective Order date). Supplier may update or amend its price list from time to time at its sole discretion without prior notice.
- 14.2 **Price Adjustments.**
- 14.2.1 **BSI Changes any Specification.** Supplier will notify Buyer in writing of any changes to the BSI Specification and the associated price increase (if applicable) within 10 (ten) Business Days of the change. Buyer shall have 10 (ten) Business Days from receipt of the notice to accept or reject the revised Specification and any price increase through written notice to Supplier. If Buyer fails to respond within this time period, the change shall be deemed accepted. Any rejection is subject to Section 18 (Suspension and Termination). A change under the BSI refers to any modification in the specifications or standards that impacts the respective Specification.
- 14.2.2 **Product Regulations.**
- (a) **Reliance.** Buyer acknowledges and agrees Supplier is entering the Agreement in reliance on the Applicable Laws, including Product Regulations and Product Obligations Charges, in effect as of the Execution Date, affecting, directly or indirectly, the Product(s) sold under the Agreement.
 - (b) **New or Changed.** If, at any time (and from time to time) during the Term, Supplier determines in its sole discretion (acting reasonably) that any of its costs associated with compliance with Product Regulations has increased or is likely to increase, whether any Product Regulation is changed or new, have become or are due to become effective, whether by law, decree, or regulation or otherwise, Supplier has a sole and unfettered right, by giving a minimum of 14 (fourteen) days written notice to Buyer, to do any of the following (or a combination thereof) with effect from the expiry of such notice: (i) increase the Price and/or Product Obligations

Charge(s); (ii) vary any components thereof; and/or (iii) introduce new components to the Price and/or Product Obligations Charge(s), such components including but not limited to premiums, basis for quotations, percentages, blending, and/or pricing mechanism.

- (c) **Adjustment Period.** Any Product supplied during the 14 (fourteen) day period under Section 14.2.2.(b) (Product Regulations New or Changed) shall be sold and purchased at the Price(s) and on the terms applying under the Agreement without any adjustment in respect of the new or changed Product Regulations.

- 14.3 **Exclusions.** Any taxes, duties, fees, assessments, charges, and/or other charge, direct or indirect, imposed, levied, or assessed by Public Authority (including HMRC), in whole or in part, whether existing at the time of contracting or arising thereafter, particularly including UK VAT and excise and/or customs duties, on the Product are solely for Buyer's account and will be applied as set out in the Special Terms. Price may include and/or exclude other additional charges, including but not limited to Product Obligation Charges and/or Transport.

SECTION 15 PAYMENT

- 15.1 **Invoicing.** Unless otherwise stipulated in the Special Terms, Supplier shall present Buyer with an invoice in the form of a PDF file e-mail attachment.
- 15.2 **Form of Payment.** Buyer shall pay all invoiced amounts in the stipulated currency by direct debit to Supplier's designated bank account, as specified in the Special Terms. If direct debit is not allowed by law, payment must be made by immediate, irrevocable cash transfer.
- 15.3 **Return.** Buyer agrees to promptly sign and return Supplier supplied Direct Debit form and ensure that sufficient funds always remain in its bank account to cover each payment due.
- 15.4 **Revoke.** Supplier may revoke Buyer's direct debit authorization, in its sole discretion, for any reason, including, but not limited to any payment default or suspension or Bankruptcy Event of Buyer or any of its Affiliates.
- 15.5 **Payment Term.** Unless otherwise stipulated in the Special Terms, Buyer shall pay each invoice on or before the Payment Due Date stipulated on the respective invoice, and in case no date is specified, immediately, in full and in cleared funds to Supplier's bank stipulated in the Special Terms, provided that this payment date or period is always subject to and prevailed by Section 16 (Securities).
- 15.6 **Accurate.** Invoices shall be deemed accurate and payable unless Buyer notifies Supplier of a manifest error in writing within 5 (five) Business Days of receipt. A manifest error refers to a clear and obvious mistake in the calculation or representation of charges. If Buyer fails to notify Supplier of such error within the specified time period, the invoice shall be deemed accepted and due for payment.
- 15.7 **Non-Business Day.** If any Payment Due Date falls on a non-Business Day, payment is to be made on the immediately preceding Business Day of the respective Payment Due Date.
- 15.8 **Inquiry.** If Supplier's has not provided any of its bank account details (name, address, bank identifier code and international bank account number), Buyer must contact Supplier immediately and the payment period shall be suspended until Supplier provides this information to Buyer (email is also valid).
- 15.9 **Bank Account Update.** If at any time either Party sends written notice of changed banking information or an invoice containing banking information different from that currently in the other Party's company records, the paying Party may, prior to making any payment then due, require that the other Party provide email confirmation of the new banking information as well as the paying Party's know your counterparty information. The other Party shall provide such reasonable information in a timely manner and payment shall not be due until one Banking Day after the paying Party has completed its account opening process (including any "know your customer" verification). The paying Party shall update its records in a timely manner upon receipt of the confirmation so as to avoid unnecessary further requests for confirmation.
- 15.10 **Interest.** Without prejudice to any other rights or remedies that Supplier has under the Agreement and/or at law (which Supplier does not waive by the exercise of any of these

hereunder), Supplier may charge Buyer interest on any sums Buyer defaulted to pay on the due date at the highest prevailing rate permissible by the Late Payment of Commercial Debts (Interest) Act 1998 at the time of default, calculated daily and compounded monthly, until the overdue amount and owing interest is paid in full, notwithstanding the termination of the Agreement for any cause whatsoever. If the statutory interest rate is ever less than zero, it shall be deemed to be zero. Additionally, Buyer shall reimburse Supplier for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Buyer shall pay such interest within 5 (five) Banking Days following receipt of Supplier's invoice for such interest and reimbursement costs.

- 15.11 **Netting.** Supplier may net invoices due on the same date, provided the Parties confirm the amounts and any balance due (i.e., the difference between the larger and smaller amounts) either orally (to be confirmed in writing) or in writing before the due date. Once confirmed, the larger payment obligation will be replaced by a single payment of the agreed net balance on the due date.
- 15.12 **No Deduction/Withholding.** Buyer must pay all invoices without any set-off, counterclaim, withholding, and/or deductions.
- 15.13 **Time of the Essence.** Time for payment shall be of the essence of the Agreement.
- 15.14 **Advance Payment.** In case Advance Payment is stipulated in the Special Terms, the following additional terms and conditions apply:
- 15.14.1 Where it is not practical or possible to issue a final invoice prior to the due date for payment, Supplier may issue and Buyer shall make payment against, a provisional invoice. Unless a provisional price is agreed between the Parties in writing, Supplier's provisional invoice shall be based on a provisional price reasonably assessed by Supplier, and where it is necessary to estimate a provisional volume, a provisional volume of 99.8% of Supplier's assessment of the volume delivered. Payment of any balance due by either Party shall be made immediately and latest within two Banking Days of the date of Supplier's final invoice. The final invoice shall be issued as soon as practicable after all relevant pricing and/or quantity information becomes available to Supplier.
- 15.14.2 If Buyer shall have paid prior to the receipt of the final invoice, Supplier shall refund any overpayment, and Buyer shall pay any deficiency in payment no later than two Banking Days after the final invoice has been sent to Buyer by Supplier.

SECTION 16 SECURITIES

- 16.1 **Financial Information.** Upon request from Supplier, Buyer will promptly provide Supplier with Buyer's financial information relevant for evaluating its creditworthiness, including without limitation, statements of cash flow and income and operating expense, and accountant certified financial statements including audited year end accounts within six months of its financial year.
- 16.2 **Credit Support.**
- 16.2.1 Notwithstanding any provision(s) regarding payment security herein, Supplier may require Buyer to provide Credit Support or additional Credit Support to secure Buyer's payment obligations under the Agreement on giving written notice (email is also valid) not less than 2 (two) Business Days to provide Credit Support in the form and by the time specified in Supplier's aforesaid notice.
- 16.2.2 All sales under the Agreement are subject to Buyer not exceeding Supplier's allocation of its credit insurance covering Buyer's purchases of Product, which is determined at Supplier's sole, absolute discretion and subject to change.
- 16.2.3 All bank charges relating to any Credit Support and any other fees, commissions, costs and expenses incurred with respect to providing Credit Support are for Buyer's sole account.
- 16.2.4 Notwithstanding the provision of any Credit Support, Buyer remains responsible for payment of the Product(s).

- 16.3 **Title.**
- 16.3.1 **Granting Security Interest.** As collateral security for the payment of the Price, Buyer hereby grants its Security Interest in the Product(s) to Supplier, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The Security Interest granted under this Section constitutes a purchase money security interest under the UK Personal Property Security Act 1989 (PPSA) and Companies Act 2006, as applicable.
- 16.3.2 **Transfer.** This Security Interest only passes to Buyer at the time Supplier receives payment in full for the Product, in respect of which payment has become due.
- 16.3.3 **Retention.** Until this Security Interest has transferred to Buyer, Buyer shall use best efforts to:
- (a) store the Product separately from all other products held by Buyer so that they remain readily identifiable as Supplier's Security Interest, to the extent commercially reasonable and permitted within the restrictions of the Supply Point;
 - (b) maintain the Product in satisfactory condition and keep them insured against all risks for their full price on Supplier's behalf from the Delivery Date;
 - (c) notify Supplier immediately if it becomes subject to any Bankruptcy Events; and
 - (d) provide Supplier such information as Supplier may reasonably require from time to time relating to the Products and the ongoing creditworthiness of Buyer.
- 16.3.4 **Ordinary Course of Business.** Notwithstanding anything to the contrary within, Buyer may resell or use the Product in the ordinary course of its business (but not otherwise) before Supplier receives full payment for the Product, provided that if Buyer resells the Product before that time it does so as principal and not as Supplier's agent; and title to the Products shall pass from Supplier to Buyer immediately before the time at which resale by Buyer occurs.
- 16.3.5 **Remedies.** An additional to any other right at law or equity, at any time before title to the Product transfers to Buyer, Supplier may:
- (a) by notice in writing, terminate Buyer's right under Section 16.3.4 (Ordinary Course of Business) to resell the Product or use them in the ordinary course of its business; and
 - (b) require Buyer to deliver up all Product in its possession that have not been resold, or irrevocably incorporated into another product and if Buyer fails to do so promptly, enter any premises of Buyer or of any third Party where Buyer are stored in order to recover them.
- 16.4 **Commingled.** Unless stated otherwise in the Special Terms (in case of exclusive, segregated Tank), and particularly for retention under Section 16.3.3 (Retention), the Parties acknowledge that the Product(s) may be commingled with product of other third Parties during the delivery process, throughput, and/or storage (and related equipment) up to and/or at the Supply Point, and although the exact molecules may be practically indeterminable in situations of mixed storage (mixed of goods which are substantially the same) (but not mixed incorporation/blending), the Product will always be allocatable. Supplier is not liable for any claims arising from the co-mingling, mixing or blending of the Products concerned with other products or materials by Buyer on board any means of Collection, Delivery, and/or Transfer or otherwise. Buyer assumes all risks and losses that result or may result from the use of the Products purchased hereunder whether used on its own or in combination with other substances or in any process.
- 16.5 **No Bankruptcy Event.** Each Party represents to the other Party that it is not subject to any Bankruptcy Event at either Execution or Commencement Date.

SECTION 17 ANCILLARY SERVICES

- 17.1 **Carbon Offsets.**

- 17.1.1 **Facilitate.** Supplier may offer to Buyer and Buyer may purchase from Supplier a separate service whereby Supplier will arrange for the purchase of Carbon Offsets from a reputable third-Party provider or affiliated company in either Supplier's or Buyer's name as stipulated in the Special Terms, and if not stipulated, in Supplier's name.
- 17.1.2 **Attain.** Supplier will obtain the purchased Carbon Offsets within a reasonable amount of time, which shall be solely determined by Supplier on a case-to-case basis, but in all cases following Buyer's respective purchase.
- 17.1.3 **Request Copies.** Earliest 30 (thirty) days but within 120 (one hundred twenty) days after each respective purchase, Buyer may request a copy of the relevant certificate(s) for the Carbon Offsets applicable to such purchase from Supplier.
- 17.1.4 **Subject to GTCs.** When Buyer purchases Carbon Offsets, it shall pay Supplier the applicable specified fee attributable to the respective Carbon Offsets in accordance with and subject to all terms and conditions stipulated in the Agreement.
- 17.1.5 **Voluntary Market.** Buyer acknowledges that all offers to sell and purchases of Carbon Offsets hereunder are only for the respective unregulated, voluntary market and are not reportable by Buyer to any regulatory institution, including but not limited to, as evidence for compliance with any carbon reducing, neutralization, or the like obligations at law or otherwise.
- 17.1.6 **Disclaimer.** Buyer understands that purchasing Carbon Offsets through this service does not guarantee any specific environmental outcome. Supplier will try to source offsets from reputable providers, but their effectiveness in reducing emissions may vary. Relying only on offsets could create reputational risks, like greenwashing claims. Buyer is encouraged to use offsets as part of a larger sustainability plan. Supplier makes no warranties regarding the effectiveness or suitability of the Carbon Offsets for achieving any specific environmental or regulatory goals. Supplier makes no promises, assurances, or guarantees, directly, indirectly, or implied, arising from or out of Carbon Offsets offered by and/or purchased from Supplier to Buyer and/or Buyer's customers and/or Representatives, particularly on its effectiveness to impact carbon footprints and/or how suitable these or reliable these may be for Buyer's use. Buyer agrees to indemnify and hold Supplier harmless from any claims and/or damages arising from the Carbon Offsets.
- 17.1.7 **Non-transferrable.** Carbon Offsets are non-transferable and may not be assigned or sold to Buyer's customers or any third Party after the sale hereunder is completed.
- 17.2 **RTFO Certificates.**
- 17.2.1 Supplier may offer to Buyer and Buyer may purchase from Supplier a separate service whereby Supplier agrees to sell and Buyer agrees to purchase a specified quantity of RTFO Certificates.
- 17.2.2 Supplier's obligations with the sale of RTFO Certificates includes only transferring these to Buyer's RTFO's account overseen by Public Authority.
- 17.2.3 Supplier warrants to Buyer that, to the best of its knowledge, it has the legal right to sell the RTFO Certificates and that these are free from encumbrances and comply with the applicable Product Regulations.
- 17.2.4 When Buyer purchases RTFO Certificates, it shall pay Supplier the applicable specified fee attributable to the respective RTFO Certificates in accordance with and subject to all terms and conditions stipulated in the Special Terms.
- 17.2.5 If any RTFC supplied by Supplier to Buyer is revoked by the UK DfT, Supplier shall promptly provide alternative RTFCs of equivalent value to Buyer, either by selling, transferring, or assigning such RTFCs, as applicable.
- 17.2.6 Supplier makes no promises about how the RTFO Certificates will meet Buyer's specific needs. Buyer is responsible for complying with RTFO, including reporting. Supplier is not liable for any penalties or issues if Buyer fails to meet its RTFO obligations.

SECTION 18 SUSPENSION AND TERMINATION

18.1 Buyer's Default.

- 18.1.1 Without prejudice and in addition to any right under the Agreement and at law or equity, Supplier may, at its sole discretion, forthwith upon giving Notice to Buyer withhold or suspend any or all supply of the Product(s), in whole or in part, under the Agreement and/or terminate the Agreement where:
- (a) Buyer fails to pay any undisputed amounts that are due and payable in full under the Agreement within 5 (five) Business Days from receipt of Supplier's written demand for payment; or
 - (b) Buyer is in breach of any condition(s) of the Agreement, in whole or in part, including but not limited to, the provision of Credit Support in accordance with Section 16.2 (Credit Support); or
 - (c) Buyer's financial position and/or creditworthiness deteriorates to such an extent that in Supplier's sole opinion, Buyer's capability to give effect to the terms of the Agreement is in jeopardy; or
 - (d) there is a Change of Control of Buyer and/or its Parent Company, without Supplier's prior written consent; or
 - (e) Buyer or its Parent Company suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (f) Buyer fails to purchase its Periodical Quantity and/or Total Quantity, subject to Section 18.4 (Material Breach) cure period; or
 - (g) Where Supplier's performance under the Agreement is subject to Buyer having a valid RDCO in relation to the Product and Buyer fails to timely provide its valid RDCO number or other required compliance documentation to Supplier; or
 - (h) it is or becomes unlawful for Supplier, in Supplier's sole discretion, to perform any of its obligations under the Agreement, including but not limited to, its obligations under Section 22.3.3 (Trade Restrictions).
- 18.1.2 Where Supplier suspends the delivery of the Product due to any of the events referred to under Section 18.1.1 (Buyer's Default) Supplier may, so long as such event is continuing, at any time terminate the entire Agreement.
- 18.1.3 Where the Agreement provides for multiple deliveries, and where Supplier temporarily suspends the delivery of the Product and then decides to resume deliveries under the Agreement, Supplier may cancel the suspended delivery and shall be under no obligation to make up for any quantity of the Product that would have been delivered to Buyer but for such suspension.
- 18.2 **Single Delivery Breach.** In relation to multiple deliveries under the Agreement, Buyer's right to terminate only applies to the delivery in respect of which Supplier is in breach and subject to Section 18.4 (Material Breach) cure period, provided that Buyer termination does not affect the Agreement as a whole or any future deliveries.
- 18.3 **Cessation of Supply.** Should Supplier at any time no longer be able to supply Product, for whatever reason (including at its own option), from any individual Supply Point, it will notify Buyer in writing as soon as it is reasonably practicable. Following Buyer's receipt of such notice, either Party shall have the right to terminate the Agreement only as to such Supply Point. The terminating Party shall give at least 30 (thirty) days' notice in writing of such termination. The termination will be effective on the date specified in the notice.
- 18.4 **Material Breach.** Without prejudice to any right of termination a Party may have in equity or in law, a Party may at its sole discretion, and in addition to any other legal remedies it may have, forthwith upon giving Notice to the other Party terminate the Agreement, where the other Party commits a material breach, or series of persistent breaches which taken together constitute a material breach, of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 10 (ten) Business Days of written notification of such breach, including but not limited to Buyer fails to take delivery in accordance with the quantity or delivery provisions of the Agreement, Buyer fails to pay any

amount on the Due Date, Buyer breaches any representation, warranty, or undertaking in Section 22 (Compliance) and/or Buyer has an actual or threatened Bankruptcy.

- 18.5 **Prolonged Force Majeure Event.** If any Force Majeure Event persists for more than 60 (sixty) days from effective Notice date, the Parties shall meet to negotiate amendments to the Agreement in good faith within 30 (thirty) days after the expiry of the 60 (sixty) days. If no agreement is reached within 30 (thirty) days, the Party not invoking Force Majeure Event may terminate the Agreement by 15 (fifteen) days written notice to the other Party.
- 18.6 **Trade Restrictions and Compliance.** Without prejudice and in addition to any right under the Agreement and at law or equity, Supplier may suspend any obligation of Buyer that is affected by Trade Restrictions, including but not limited to payment or performance obligations, until (and if) Buyer can lawfully fulfil it. During any suspension period, interest will accrue on any outstanding amounts. If Supplier reasonably expects Buyer's cannot fulfil its obligation(s) until at least the end of the Term, Supplier may, at its sole discretion, release Buyer from such obligation(s) by providing written notice to Buyer.
- 18.7 **Product Regulation.** If Buyer rejects Supplier's pricing adjustments in accordance with Section 14.2 (Price Adjustment), by providing Supplier with reasonable written evidence within 14 (fourteen) days of Supplier's notice that the pricing adjustment(s) resulting from new or changed Product Regulation would materially adversely affect Buyer in relation to the Agreement, either Party may terminate the Agreement immediately after the 14 (fourteen) day period.
- 18.8 **HSE Non-Compliance.** If either Party fails to comply with any HSE requirements under Section 22.4 (HSE, Drug and Alcohol Policy), and such failure results in a material risk to health, safety, or the environment, the other Party may suspend its obligations under the Agreement until the non-compliant Party has rectified the issue. Suspension will not relieve the non-compliant Party from its responsibilities, including the obligation to take corrective actions or pay penalties, and does not limit any other remedies available to the other Party. If the non-compliance is not remedied within 2 (two) Business Days following written notice, or if the non-compliance is repeated more than once within a 12-month period, the other Party may terminate the Agreement immediately upon written notice. Termination will not affect any rights to damages or other claims arising from the non-compliance.
- 18.9 **Obligations on termination.** Upon termination of the Agreement, for any reason, or expiration, all rights of Buyer shall terminate and:
- 18.9.1 Buyer shall immediately pay to Supplier all of Supplier's outstanding, unpaid invoices and interest and, in respect of Product(s) supplied but for which no invoice has been submitted, Supplier will submit an invoice, which shall be payable by Buyer immediately upon receipt, and
- 18.9.2 Each Party shall promptly:
- (a) return to the other Party all equipment, materials and property belonging to the other Party that the other Party had supplied to it or a member of its Affiliates in connection with the supply and purchase of the Products under the Agreement;
 - (b) return to the other Party all documents and materials (and any copies) containing the other Party's Confidential Information upon reasonable written request;
 - (c) erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
 - (d) on request, certify in writing to the other Party that it has complied with the requirements of this Section.
- 18.10 **Set Off.** Notwithstanding anything to the contrary, if any event described in Section 18 (Suspension and Termination) occurs in respect of Buyer, then Supplier may, exercisable in its sole discretion and at any time, set-off any or all amounts which Buyer owes to Supplier (whether under the Agreement or otherwise and whether or not then due), provided that any amount which is not then due but which is included in such set-off shall be discounted to present value at the time of set-off (to take account of the period between the date of the set-off and the date on which the such amount would have otherwise been due).

- 18.11 **Accrued Rights Continue.** Any termination or expiry of the Agreement, however arising, shall be without prejudice to the obligations, rights, remedies, and/or liabilities of each Party as accrued up to the date of termination or expiration, unless as otherwise explicitly stated herein.

SECTION 19 LIABILITY

- 19.1 **Consequential Losses.** Subject to Section 19.5 (Liability Non-exclusions), in no event, including a negligent act or omission on its part, shall either Party be liable to the other, whether under the Agreement or otherwise in connection with it, in contract, tort, breach of statutory duty or otherwise, in respect of any Consequential Losses, whether or not foreseeable and whether or not Supplier has been advised of the possibility of such damage, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- 19.2 **Inherent Risks.** To the extent permissible by the Applicable Law, Supplier shall not be responsible in any respect whatsoever for any loss, damage or injury resulting from any hazards inherent in the nature of the Product.
- 19.3 **Cap.** Subject to Section 19.5 (Liability Non-exclusions), in no event shall Supplier's aggregate total liability arising out of or related to the Agreement, if any, even in the event of negligence on its part, whether arising out or related to breach of contract, tort (including negligence), or otherwise, exceed (i) 2 (two) times the total of the amounts paid to Supplier for the Product(s) sold hereunder or the difference between the contract price and the market price of the quantity of the Product(s) at the time the loss or damage in question occurred and assessed at the place where the delivery took place or should have taken place or the nearest available market, or (ii) £ 100,000 (one hundred thousand Sterling), whichever is less.
- 19.4 **Exclusions.** Save to the extent that exclusion hereof is not permitted or is ineffective by operation of law, Supplier makes no and excludes any and all statutory, regulatory, or other requirements, conditions, representations, and/or warranties whatsoever with respect to the Products (and its ancillary services), including but not limited to merchantability, fitness for a particular purpose, title, against infringement of intellectual property rights of a third Party, particularly within the Sale of Goods Act 1979, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise, or any representation or warranty as to the suitability of the Products for any specific end-use application by Buyer, its Affiliates, or any of their respective Representatives, including whether the Products will be resold or used in their own operations at or after the time of sale. Supplier shall have no responsibility or liability in connection with any such end use, and Buyer assumes all risks and shall remain solely responsible for ensuring that any such use complies with all Applicable Laws, including any applicable end-user laws and regulations.
- 19.5 **Non-exclusions.** Nothing in the Agreement limits or exclude any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and/or fraud or fraudulent misrepresentation. Nothing in the Agreement shall limit Buyer's payment obligations under the Agreement.
- 19.6 **Time Limits.** Subject to Section 6.6 (Determination of Quantity and Quality), legal proceedings in respect of any claim arising under the Agreement shall be commenced within one year from the date on which the Product was Collected, Delivered, or Transferred, in the case of a total loss, the date on which the Product should have been respectively Collected, Delivered, or Transferred. Failing which the claim shall be time barred and any liability or alleged liability of the other Party shall be finally extinguished.
- 19.7 **Indemnification.** Buyer shall indemnify and hold Supplier and its Affiliates harmless against any and all third Party claims, liabilities, losses, damages, costs, or expense, of whatsoever nature, arising from or attributed before or after P/product has been Collected, Delivered, and/or Transferred, including but not limited any breach of the Agreement by Buyer and/or leakage, spillage, contamination, or overflow unless and to the extent not caused solely by Supplier's negligence or wilful misconduct.
- 19.8 **Mitigation.** Buyer acknowledges its duty to mitigate its losses under which Buyer shall take reasonable measures to mitigate any loss and/or damage arising from any alleged claim.

Supplier shall have no liability arising from Buyer's failure to comply with any legal and this contractual duty to mitigate.

- 19.9 **Transfer.** Once risks have transferred to the Buyer in accordance with this Agreement, the Product shall thereafter be at Buyer's sole risk. From that point, Supplier shall have no liability whatsoever for any loss, shortage, damage, contamination, degradation or other deterioration of the Product, including without limitation any such loss or deterioration occurring within or arising from any H/haulier's, Terminal's, Depot's, Site's or other S/supply P/point's facilities, systems, equipment or operations, irrespective of ownership or operation and whether such facilities are operated by the Buyer or any third party.

SECTION 20 INSURANCE

- 20.1 **Requirements.** Each Party shall maintain in force (at its own expense) for the term of the Agreement the following insurances:
- 20.1.1 employer's liability insurance to cover injury (including death) relating to the provision of Product under the Agreement;
- 20.1.2 comprehensive general liability insurance, public liability and product liability insurance to cover injury (including death), loss and damage relating to the sale and purchase of Product with a limit of at least £ 10,000,000 (ten million Sterling) per occurrence and in the aggregate; and
- 20.1.3 other similar insurances in accordance with applicable laws or regulations which may be applicable to Representatives engaged directly or indirectly by the Parties in the performance of its obligations under the Agreement.
- 20.2 **Reputable.** The insurance policies referred to in Section 20.1 (Insurance Requirements) shall be with a reputable insurer and shall not include unreasonable excesses which are unusual for this type of insurance.
- 20.3 **Evidence.** Within 14 (fourteen) calendar days of a request by a Party, the other Party shall provide evidence of the insurances which it is obliged to maintain.
- 20.4 **Separate Policies.** Each Party shall be responsible for insuring its own or ensure that its Representatives ensure their own vehicles, tankers, tanks and any equipment which it uses to provide or receive the Product. Supplier shall have no responsibility for any loss of or damage to Buyer's or its Representative's tanks or other equipment or property except for loss or damage caused by wilful misconduct and/or gross negligence acts or omissions of Supplier or its Representatives.

SECTION 21 FORCE MAJEURE

- 21.1 **Notice.** If a Party cannot perform due to a Force Majeure Event, it shall promptly notify the other Party upon becoming aware of the event, including without limitation: (a) an estimate of when performance can resume, (b) the expected duration of the Force Majeure Event, and (c) an update when the Force Majeure Event concludes. Failure to provide timely notice may result in the failing Party being liable for losses that could have been avoided through timely notice of any Force Majeure Event.
- 21.2 **Effects of Force Majeure.** Neither Party shall be deemed to be in breach of the Agreement or liable to the other by reason of any delay, omission or failure in its obligations (except for payment obligations) to the extent that such delay, omission or failure arises out of a Force Majeure Event. However, Buyer shall not be excused any failure to Collect, take Delivery of, or accept Transfer any Products due to Infectious Disease Consequences.
- 21.3 **Non-delivery.** If there is a shortage or failure of supply of Products to Supplier for reasons of Force Majeure Event, then Supplier may withhold, reduce, or suspend delivery as necessary. Supplier is not then obliged to acquire the Product from other sources or suppliers or to purchase product to make good shortages or deficiencies or delays in the delivery resulting from a Force Majeure Event. For the avoidance of doubt, Supplier shall be free to allocate its remaining availability as Supplier at its absolute discretion determines fit and Buyer shall be obliged to accept and pay for any Product tendered for the delivery even if less than the full agreed quantity. Should Supplier thereafter acquire additional Product of the same grade and quality, Supplier shall not be required to allocate any such Product

to Buyer. At Buyer's discretion and sole cost, Buyer may seek alternative suppliers for any shortfall.

- 21.4 **Quantity Adjustments.** The Total Quantity and Periodical Quantity shall be adjusted proportionally on a pro rate basis for each day on which Product was unavailable or non-deliverable due to a Force Majeure Event and for the duration of the Force Majeure Event.

SECTION 22 COMPLIANCE

22.1 **Product Regulations.**

22.1.1 **RTFO.**

- (a) Product(s) sales are subject to RTFO compliance, and the resulting reporting obligations are the responsibility of Supplier.
- (b) Supplier shall notify Buyer promptly of any changes in regulatory obligations under the RTFO that may impact the Products or the Product Obligation Charge(s).
- (c) The Product Obligation Charge(s) will be stipulated in the pricing mechanism in the Special Terms.

22.1.2 **CSO.**

- (a) Supplier is an obliged entity under the CSO and that some or all the Product supplied under the Agreement will count towards the calculation under of the level of compulsory oil stocking obligations imposed on Supplier under the CSO.
- (b) The Price specified in the Special Terms includes, when so specified, an amount to cover the additional costs incurred by Supplier in order to achieve compliance with its CSO obligations in respect of the Product supplied under the Agreement.

- 22.2 **RDCO.** Buyer represents and warrants to Supplier that it holds a valid RDCO number in accordance with the Applicable Laws. Buyer agrees to promptly notify Supplier in writing of any changes to its RDCO number, including any suspension, revocation, or non-renewal, within 5 (five) Business Days of such change. Failure to provide timely notification shall not relieve Buyer of its obligations under the Agreement.

22.3 **Legal Compliance.**

- 22.3.1 **General Compliance.** Each Buyer and Supplier shall comply with all Applicable Laws, and that each Party shall each respectively take no action that would subject the other Party to fines or penalties under such Applicable Laws. If Buyer uses the Product for itself, and/or in its own, its Affiliates and/or Representatives' operations (rather than for solely resale), Buyer represents and warrants that such use shall comply with all applicable end-user laws and regulations, including but not limited to those governing handling, storage, and usage. Buyer shall be solely responsible for such compliance, and Supplier shall have no responsibility or liability in connection with Buyer's end use of the Product.

- 22.3.2 **Trade Compliance Representation.** Buyer represents, warrants and undertakes to Supplier that (i) neither it nor any of its Affiliates and/or Representatives is a blocked person under Trade Restrictions, directly or indirectly through restricted ownership or control; and (ii) its entry into and performance of the Agreement does not and would not cause the other Party to be in breach of Trade Restrictions or expose the other Party to the risk of punitive measures and sanctions.

22.3.3 **Trade Restrictions.**

- (a) Buyer shall not sell, deliver, or transfer the ownership or the possession of any Product to any person, vessel, entity, country or Public Authority and/or Public Official which is subject to Trade Restrictions.
- (b) The Affected Party shall, as soon as reasonably practicable, give written notice to the other Party of its inability to perform.
- (c) Buyer will not directly or indirectly export, re-export, transfer, divert, trade, ship, import, transport, store, sell, deliver or re-deliver any of the Product(s) to be supplied under the Agreement to, or for end-use by, a restricted jurisdiction or a restricted Party, unless and to the extent previously agreed by the Parties in

writing. In addition, Buyer has used or will use reasonable endeavours to impose or require the imposition of these restrictions on any of its direct or indirect resale customers.

- 22.3.4 **Facilitation of Payments and Anti-Corruption.** Each Party undertakes to the other Party that in connection with the Agreement, it shall not, directly or indirectly, pay, offer, give or promise to pay or authorise the payment of any monies or the transfer of any financial or other advantage or other things of value to a Public Official in violation or inconsistent with the Applicable Laws.
- 22.3.5 **Certificate.** Within 3 (three) Business Days of Supplier's written request to Buyer, Buyer shall Supplier provide a compliance officer or similar management-issued certificate confirming compliance with the Agreement, particularly with Section 22 (Compliance).
- 22.4 **HSE, Drug and Alcohol Policy.**
- 22.4.1 Buyer has read and understands Supplier's HSE policy as detailed at: <https://www.mbenergy.com/global/en/responsibility-esg/hsse-health-safety-security-environment/hsse-policy/>, updated from time to time, and has a substantially similar policy it complies with.
- 22.4.2 Each Party shall comply with its legal obligations related to HSE matters under the Agreement, in accordance with Applicable Laws. Each Party shall use reasonable endeavours to ensure that operations are carried out with minimal risk to people, the environment, and equipment. The shared targets for operations are: zero personnel injuries, zero spills or environmental damage, and zero equipment damage.
- 22.4.3 Each Party shall promptly notify the other Party of any HSE incidents in connection with their performance under the Agreement, including but not limited to pollution incidents that require notification to governmental authorities, or any incidents requiring further investigation or response actions in accordance with Applicable Laws.
- 22.4.4 Each Party will, and will each with cause its respective Representative's to, cooperate with each other, as needed to follow the reasonable operational instructions and policies of each respective Supply Point, particularly those relating to health and safety procedures and protection of environment.
- 22.4.5 Each Party will provide HSE performance data, no older than six months, upon reasonable request by the other Party. This data should cover any recordable incidents during the relevant period and include a brief description of any incident, along with any follow-up actions taken and/or planned.
- 22.4.6 The Party responsible for employing any Haulier shall ensure that the Haulier strictly observes all applicable HSE provisions, policies, and guidelines at any Supply Point they use in connection with the Agreement, as well as at any ports or locations where such Supply Points are situated. The Haulier must also comply with all relevant regulations in force at these locations and during transportation.
- 22.4.7 The Party responsible for employing any Haulier shall ensure that the Haulier's personnel strictly observe national or regional laws regarding alcohol and drug consumption, both prior to and while at work.
- 22.5 **UK REACH.** Supplier will comply with its obligations under the UK REACH. Upon request of Buyer, Supplier will provide Buyer with a copy the relevant safety data sheet and any other information relating to health, safety and environmental data in connection with the Product delivered hereunder in compliance with the requirements of the UK Reach.
- 22.6 **Modern Slavery.** Both Parties shall, in relation to the Agreement, comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015.
- 22.7 **Data Protection.**
- 22.7.1 **Compliance.** Each Party must at all times comply with its respective obligations under the applicable data protection laws and regulations (including but not limited to the UK GDPR, including DPA 2018 GDPR).

Personal Data. Information according to Art. 13 UK GDPR on how Supplier processes personal data of natural persons in the context of the Agreement can be found on the following website: <https://www.mbenenergy.com/en-gb/data-privacy>

- 22.7.2 . In addition to processing necessary for contract performance and administration, Buyer's Representative's personal data may also be processed for the purpose of providing information about products, services, and offers (including, without limitation, energy supply, operating materials, logistics, and plant provision) by Supplier and its Affiliates on the basis of legitimate interests pursuant to Art. 6 (1) (f) UK GDPR. Data subjects may object to such processing at any time by emailing data-protection@mbenergy.com; upon receipt of an objection, this personal data will then no longer be processed for these purposes.
- 22.7.3 **Qualifier.** If either or both Parties will process personal data in connection with the Agreement, they will negotiate any and all additional data processing agreements that may be necessary.
- 22.8 **Records.** Each Party will maintain accurate and legible records related to the Agreement for a period of time as required by Applicable Laws and will grant to the other Party reasonable access to, and copies of, any information reasonably requested by the other Party with respect to their performance under the Agreement.
- 22.9 **Cyber Security.**
- 22.9.1 **State of Art.** Each Party will take commercially reasonable measures to protect its IT environment according to the current state of art and maintain it to that level, particularly to protect it from becoming infected and/or corrupted, including but not limited to, ensuring that its IT environment, systems, and related equipment(s)/services are running according to/on the most advanced technology available to it while performing its respective obligations under the Agreement.
- 22.9.2 **Violation.** In the event a Party becomes aware of any unlawful or unauthorized access and/or use of data and/or any IT system of itself and/or the other Party, or if such an event is suspected by a Party, this Party shall inform the other Party of such a (suspected) cybersecurity incident in writing as soon as it becomes aware of it and/or is notified of it by an authority directly or indirectly controlling it. In such a case, this Party, at its sole cost, shall take all commercially reasonable measures it deems necessary, acting reasonably, to protect its data and/or IT system and data and/or IT systems of the other Party, including but not limited to, at least suspending any connection and/or blocking of any access immediately.
- 22.10 **End User.**
- 22.10.1 Buyer represents and warrants that it will comply with all applicable end-user laws and regulations when using the Products for its own purposes, including but not limited to environmental, health, and safety requirements.
- 22.10.2 Buyer shall ensure that all Products used for its own operations comply with applicable HSE requirements, including proper handling, storage, and usage in accordance with regulatory standards.

SECTION 23 ASSIGNMENT

- 23.1 **Buyer.** Buyer may not assign or transfer or sub-contract any or all of its rights, benefits or obligations under the Agreement in whole or in part, without the prior written consent of Supplier. In the event of an assignment in accordance with the terms of this Section, the assignor shall nevertheless remain responsible and liable under the Agreement. Any assignment not made in accordance with the terms of this Section shall be deemed void.
- 23.2 **Supplier.**
- 23.2.1 Supplier may, without Buyer's consent, assign, transfer, mortgage, charge or otherwise grant security over, sub-contract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of Buyer, including but not limited to its rights to receive and obtain payment under the Agreement in connection with any finance, securitization, and/or bank funding

arrangements. Payment made by Buyer to the payee specified in Supplier's invoice of the full amount owed in respect of Product deliverable under the Agreement shall be in full discharge of Buyer's payment obligations to Supplier under the Agreement. If Supplier sub-contracts any of its obligations, it shall remain responsible for their performance in accordance with the Agreement.

- 23.2.2 Supplier may, without the consent of Buyer, assign or novate the Agreement (and the benefit of any Credit Support under the Supply Contract) to any Affiliate of Supplier. In the case of a novation, Buyer shall execute such deed of novation and other documents as may be required to effect such novation and transfer of the benefit of any Credit Support.
- 23.2.3 Supplier may assign and/or subcontract any part of its obligations under the Agreement to any Affiliate or any third Party without Buyer's prior consent. Supplier will remain fully responsible for the performance of any sub-contracted obligations.

SECTION 24 SURVIVAL

The provisions of the Agreement that by their nature are intended to survive the expiration or termination of this Agreement shall remain in full force and effect following such expiration or termination including but not limited to: (a) Section 6. (Determination of Quantity and Quality), (b) Section 14.3 (Price Tax), (c) Section 15 (Payment), (d) Section 16 (Securities), (e) Section 17.1.6 (Offsets Disclaimer), (f) Section 18 (Suspension and Termination), (g) Section 19 (Liability), (h) Section 20 (Insurance), (i) Section 21 (Force Majeure), (j) Section 22.3.1 (Compliance General), (k) Section 25.1 (Confidentiality), (l) Section 25.2 (Intellectual Property), and (m) Section 25.12 (Governing Law and Jurisdiction).

SECTION 25 GENERAL PROVISIONS

25.1 Confidentiality.

- 25.1.1 Each Party agrees not to disclose any Confidential Information received from the other Party or the other Party's Affiliates, except as permitted by Section 25.1.2 (Confidentiality Permitted Disclosures).
- 25.1.2 Each Party may disclose Confidential Information to its Representatives who need to know for fulfilling its obligations under the Agreement, ensuring those Representatives comply with these confidentiality obligations. Disclosure is also permitted as required by the Applicable Law(s). The disclosing Party must immediately notify the other Party of any unauthorised disclosure or misuse of any Confidential Information upon becoming aware.
- 25.1.3 Each Party reserves all rights in its Confidential Information.

25.2 Intellectual Property. Nothing in the Agreement shall be construed as granting or transferring, whether by implication, estoppel, or otherwise, any rights, licenses, or ownership to either Party's intellectual property, including but not limited to patents, trademarks, copyrights, or trade secrets. Each Party retains all rights, title, ownership, and interest in its intellectual property.

25.3 Severance.

- 25.3.1 If any provision of the Agreement, in whole or part, is found by any court or Public Authority of competent jurisdiction to be invalid, unenforceable, and/or illegal, the other provisions shall remain in force.
- 25.3.2 If any provision of the Agreement, in whole or part, is deemed deleted under Section 25.3.1 (Severance General), the Parties agree to attempt in good faith to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the great extent that a liability or remedy lies under the provisions of the Agreement. shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result with the most minimum modifications necessary to the original provision.

25.4 Assurances. Each Party will, at its own expense, use commercially reasonable measures to execute and deliver all necessary documents and perform any additional actions required to implement the intention of the Agreement.

25.5 Notices.

- 25.5.1 Each Notice must be: (a) in writing, (b) addressed to the other Party's Representative at the registered business or email address specified in the Special Terms (or as updated in writing), and (c) delivered by hand, pre-paid first-class post, email, or next working day delivery service.
- 25.5.2 Unless otherwise stated herein, a Notice is deemed effectively received: (a) upon hand delivery time, (b) at the time of email transmission receipt, (c) upon the courier's signature of delivery, (d) at 9:00 am on the second Business Day after posting by pre-paid first-class post, or (e) at 9:00 am on the fifth Business Day after posting by airmail.
- 25.5.3 All times are local to the place of deemed receipt. If deemed receipt occurs outside Business Hours, the Notice is deemed received at the start of the next Business Day.
- 25.5.4 Proof of delivery requires written evidence that the Notice was properly emailed to the Party's address or that the posted envelope was properly addressed and mailed.
- 25.6 **Third Parties.** The Parties agree that nothing in the Agreement shall be construed as conferring any benefit on a third Party and, accordingly, the Contract (Rights of Third Parties) Act 1999 is hereby expressly excluded from applying to the Agreement.
- 25.7 **Waiver.** A waiver of any right or remedy under the Agreement is only effective if it is in writing and shall not be deemed a waiver of any subsequent right or remedy. No failure to exercise or delay in exercising any right or remedy provided under the Agreement or by law shall constitute a waiver of such right or remedy nor shall it prevent any further exercise or enforcement of such right or remedy. The rights and remedies provided by the Agreement are cumulative and (subject as otherwise provided in the Agreement) are not exclusive of any rights or remedies provided by law. No single or partial exercise of any right or remedy under the Agreement shall prevent or restrict the further exercise of that or any other right or remedy.
- 25.8 **Variation.** Unless otherwise specified herein, no variation of the Agreement shall be effective unless it is in writing and signed by both Parties or its Representatives. No oral variations shall be valid.
- 25.9 **Sovereign Immunity.** Each Party warrants that it has entered into the Agreement in a commercial capacity and is subject to civil and commercial law in all respects. Each Party irrevocably waives any rights of sovereign immunity now or in the future with respect to its position or any present or future property and assets, wherever located, to the fullest extent permitted by law.
- 25.10 **Costs.** Unless otherwise specified herein, each Party shall pay its own costs in connection with the negotiation, preparation, execution of the Agreement, and any documents referred to in it.
- 25.11 **Counterparts.** The Agreement may be executed in multiple counterparts, each constituting an original, but all together forming the same agreement. It may also be executed via electronic transmission, including electronic signatures obtained through DocuSign. The Parties agree that any documents issued under the Agreement may be signed and transmitted electronically, satisfying any legal requirement for written and/or signed documentation. Neither Party will contest the validity of any electronic documents or their paper counterparts in any disputes provided that they comply with the UK Electronic Communications Act 2000 and EU eIDAS Regulation (EU) 910/2014.
- 25.12 **Governing Law and Jurisdiction.** The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation.