



# TERMS AND CONDITIONS OF SALE

## EXW/DAP PLEASURE-BOATING

These terms and conditions of sale (hereafter the "Terms and Conditions") are established between YSBLUE, SAS, with capital of 91,712 €, whose registered office is located in Douarnenez (29100), 1 rue Anita Conti, registered with the RCS of QUIMPER under number 309 203 966 (hereafter "the Seller") and any consumer buyer, defined as a natural person acting for purposes that do not fall within the scope of commercial, industrial, craft, independent professional or agricultural activities (hereafter "the Buyer") and who has the capacity required to establish a contract and acquire the products.

The Seller, specialized in the distribution of marine fuels in France, sells these fuels (the "Products") through its various coastal stations. The Terms and Conditions apply to all sales at the Seller's marine stations.

The Products may be available as diesel or super unleaded, or any fuel that could be required to be distributed at the stations. In addition, the Seller also offers different products to its customers at its stations: the Terms and Conditions are also applicable to these sales, except for the provisions specific to fuels.

### **Article 1 – Sale of the Products**

Fuel Products are sold either directly at the station according to Incoterms® EXW CCI 2020 or according to Incoterms® DAP CCI 2020 to the Buyer's vessel.

The Products are guaranteed to be in compliance with the specifications, according to the Chambre Syndicale du Raffinage (CSR) (refining trade union), in effect on the day of delivery.

The Products commercialized are the subject of a Safety Data Sheet (SDS) available at [www.quickfds.com](http://www.quickfds.com).

The sale of Products to professionals and the like is expressly excluded from the scope of application of the Terms and Conditions. Any sale of a Product to a professional involves application of the "professional" terms and conditions of sale.

The purchase of Products by the Buyer implies unreserved acceptance by the latter of these Terms and Conditions. The Seller reserves the right to modify these Terms and Conditions at any time. In this case, the applicable Terms and Conditions will be those in effect on the date of purchase.

### **Article 2 – Price**

#### **2.1. Delivery EXW**

The price of the fuels is displayed at the Seller's station and the Buyer must be aware of them before picking up the pump handle or asking the employee to pick it up. The fuel price is quoted in euros per litre, including tax.

The other products are displayed, in euros and including tax, inside the station.

<sup>1</sup> Registered office: 1 rue Anita Conti – 29100 DOUARNENEZ - Tel: 02 98 92 21 50 - SAS with Capital of 91,712€ - 309 203 966 R.C.S. Quimper - Siret 309 203 866 00028 – Identifier no.: FR 37 309 203 966 – [www.ysblue.fr](http://www.ysblue.fr)



The Seller reserves the right to change its prices at any time but the Products will be invoiced on the basis of the prices in effect and displayed at the time of purchase or order by the Buyer.

## **2.2. Delivery DAP**

As long as the Buyer has not placed an order, the Seller reserves the right to modify its Products, their prices and their availability, without prior notice. Prices are given for a bulk delivery.

Bonded petroleum products (blue products) are always invoiced without TICPE (domestic tax on consumption of energy products) and without VAT, at the price agreed at the time of order placement, which has been duly accepted by the Seller.

If the actual delivery date differs from that agreed at the time of order placement, the Seller reserves the right to offer another price to the Buyer and to check the availability of trucks.

Invoicing without VAT may only be done if the Buyer has provided the documents necessary for this exemption or suspension. It will be paid for services unless otherwise specifically agreed.

Any price change resulting from legal or regulatory changes (excise duties, taxes of any kind, changes in transport prices, etc.) will be immediately reflected in the invoice if it occurs before the Products are delivered to the Buyer.

## **Article 3 – Accepted forms of payment**

All sales are payable in Euros.

## **Article 4 – Deliveries and complaints**

### **4.1 Responsibility when receiving Products in case of EXW delivery**

The Products are offered on a self-service basis and the Buyer obtains fuel directly at the pump. In some cases, the nozzle may be handed to him by a representative of the Seller present at the station concerned. It is the responsibility of the Buyer to take all appropriate measures to comply with the safety rules of the station and for protection of the environment. The Buyer must ensure that all posted instructions and precautions for use are observed during the filling operations of his tank: notably, the ban against smoking or permitting smoking in the vicinity and the shut-off of devices that produce sparks.

It is the responsibility of the Buyer to check the quantities delivered at the time of delivery, according to the meter attached to the pump. The pump meter is checked by a certified organization.

The Buyer must make any complaint to the station staff and shall promptly confirm this complaint to the Seller by registered letter with acknowledgment of receipt.

### **4.2 Responsibility when receiving Products in case of DAP delivery**

The transfer of risks and liability takes place at the time the Product crosses the connection flange between the delivery hose of the means of transport chartered by the Seller and the fixed storage connection system designated by the Buyer.

Unloading operations are done under the control of the Buyer and the transporter.

In the event of damage or missing goods, it is for the Buyer to take up any necessary dispute with the transporter within a maximum of three (3) calendar days and in accordance with the procedures stated in Article L 133-3 of the Code of Commerce.

Any suspicion related to the Product, its physical or chemical qualities must be expressed by the Buyer in writing, within a maximum of (7) calendar days. Any claim made after this deadline cannot be accepted by the Seller.

#### **4.3 Additional costs in case of DAP delivery**

The Seller shall invoice the Buyer, who agrees to pay them, for the additional costs resulting from a specific request from a Buyer and for the costs relating to:

- (i) any intervention related to delivery made outside normal working hours, on public holidays or days not usually worked, or outside the normal limits of the port, including wait time, rental of equipment and means of transport such as tug boats, ships, cranes, or additional pipes required by certain local regulations.
- (ii) sealing of tanks with lead on delivery trucks at the time of loading.

#### **4.4 Complaints concerning the quantity or quality delivered**

The quantity measured under metrological control shall be deemed as proof of the quantity remitted.

Quality control of the delivered Products will be done by analysing samples taken from the tank containing the Products. Samples of the Product to be analysed shall be taken in the presence of a representative of the Seller.

### **Article 5 – DAP delivery**

#### **5.1. Access to the Port**

The Seller shall not be responsible for the impossibility of delivery due to public holidays, customary or port-specific holidays or local restrictions and regulations.

It will be the responsibility of the Buyer to ensure free and secure access to the facilities and/or the vessel. Under no circumstances will the Seller be liable for damage or losses resulting from exceeding the time set to start or finish delivery operations and, in general, the Seller shall not be responsible for any demurrage or loss due exclusively to:

- blockage of the terminal,
- inadequate tank capacity,
- incorrect identification of the tanks,
- failure to observe the safety rules by the ship's crew or by a third party, during delivery of the products to storage facilities or tanks, in particular cooperatives.

If the Seller suffers damage or losses, the resulting financial consequences will be the responsibility of the Buyer.

#### **5.2. Availability of trucks**

The cost of any delay at the place of unloading:

(i) shall be the responsibility of the Seller: if it is the consequence of absence by the truck of compliance with applicable laws and the requirements relating to trucks at the place of unloading, or when unloading has been interrupted;

(ii) shall be the responsibility of the Buyer: when the truck has complied with the applicable laws and requirements relating to trucks at the place of unloading or if it is due to the provision by the Seller of drivers.

Such delays will include, but are not limited to, delays in moving the entry gate of the unloading site towards the pumping site.

Such costs shall include, but are not limited to, the cost of on-site accommodation and meals incurred as a result of the inability of the Seller's driver(s) to drive the vehicle outside the place of unloading according to the work hours specified by applicable laws.

### **5.3. Unloading**

Unloading of trucks must be done safely and in a manner that complies with applicable laws and requirements for trucks at the place of unloading. Unloading must start at the point of connection of the hoses and continue without interruption.

### **Article 6 - Legal guarantees**

The Products benefit from the legal guarantee of compliance (articles L217-4 et seq. of the Consumer Code) and the legal guarantee against hidden defects (article 1641 of the Civil Code).

Within the framework of the legal guarantee of compliance, the Buyer:

- Benefits from a period of two (2) years following delivery of the Product to take action;
- May choose between repair or replacement of the ordered Product, subject to the cost conditions specifies in article L217-9 of the Consumer Code;
- Is excused from providing proof of existence of the lack of conformity of the Product during the twenty-four (24) months following delivery of the Product.
- The legal guarantee of conformity applies regardless of the commercial guarantee that may be granted to cover the Product.
- The Buyer may decide to implement the guarantee against hidden defects in accordance with Article 1641 of the Civil Code; in this case, he may choose between resolution of the sale or a reduction of the sale price in accordance with 1644 of the Civil Code.

The guarantee of the Seller is limited to replacement or reimbursement of the Products not in conformity or affected by a defect.

The liability of the Seller shall not be incurred in the event of misuse of the installations, negligence of the Buyer, in case of force majeure or if the Products are not used in accordance with their usual or regulatory purpose. The Buyer is solely responsible for accessibility to the installations of his vessel, their condition and compliance with applicable standards and for use of the Products.

### **Article 7 – Retention of ownership – transfer of risks**

The Seller retains ownership of the Products sold until effective payment of the price in full, with the Buyer being only the custodian of the Products until full payment for them has been received.

As the Buyer may consume the Products as soon as they are delivered, he assumes the risks associated with their possession from this moment.

#### **Article 8 – Penalty for quantities ordered but not delivered**

In case of DAP delivery, if quantities ordered by the Buyer are not delivered by the Seller due to lack of space in the tanks, a penalty will be imposed on the Buyer.

This penalty will be indicated in the Seller's invoice and includes reimbursement of the cost of immobilization of the Seller's truck as well as the administrative costs related to this immobilization.

#### **Article 9 – Force majeure - impediment**

The Seller may not under any circumstances be held responsible in case of occurrence of an event of force majeure.

The events defined in Article 1218 of the Civil Code and the cases usually recognized as such by French case law are considered as cases of force majeure.

Examples of such cases include: an incident involving the installations, personnel strike, pandemic, international or national events disrupting the supply of crude oil to refineries or the supply of refined products to the depots, legislative or regulatory provision resulting in restrictions on the sale of fuels, blocking of supplier facilities or roadways by third parties.

#### **Article 10 – Personal data**

The data controller is the Seller, which determines the purposes and manner of processing.

##### **10.1 Cameras**

Each station is equipped with cameras that can be used to film people at the station.

The pictograms present at the station inform people of their rights. The images are broadcast live on the website of the Seller (Webcam) and are recorded by the company M.B.M., SARL, located at SARL, ZA DE KERAEL 29100 POUILLAN-SUR-MER, RCS QUIMPER 334 884 160. The images are kept for one month and can only be viewed by the Seller's authorized teams and, where appropriate, law enforcement. The purpose of processing is to prevent harm to the safety of property and/or persons, in particular taking into account the type of products stored. The legal basis of processing is the legitimate interest of the data controller, which is necessary in order to guarantee the security of the site, the people and the environment.

##### **10.2 Data processing at the time of an order**

Information collected in connection with the order shall be processed for management and monitoring of the relationship with the Buyer, as the information is necessary for execution of the contract, the legal basis for processing. The purpose of processing is the management of orders by the Buyer.

Personal data may be shared with the following third parties: Secure payment providers for the purposes of order payment, companies belonging to TotalEnergies, which include the Seller. The data controller shall implement appropriate measures to preserve the security and confidentiality of personal data and, in particular, to prevent damage to the data or access by unauthorized third parties.

Personal data shall be retained for the duration necessary for management of the contractual relationship. Afterwards, data is retained or archived to meet legal requirements, for example for accounting or tax documents.

### **10.3 Rights of individuals**

In accordance with regulations, every natural person has the rights of access, rectification, deletion and limitation, as well as a right of opposition for legitimate reasons, with respect to the information concerning him. These rights shall be exercised with the Seller at the address indicated above.

The Buyer has the right to submit a complaint to the Commission Nationale de l'Informatique et des Libertés (CNIL), notably on its website [www.cnil.fr](http://www.cnil.fr).

### **Article 11 – Disputes – Mediation**

These terms and conditions are subject to French law.

Any disputes which may arise from sales made pursuant to this Agreement shall be submitted to the competent courts under the conditions of common law.

In the event of a dispute or complaint, the Buyer shall first contact the Seller in order to obtain an amicable solution. If, after two (2) months, no solution has been found, the Buyer may notably refer the matter to the médiateur national de l'énergie (national energy mediator) within a maximum of ten (10) months. A matter may be referred to the energy mediator under the conditions mentioned on its site: <https://www.energie-mediateur.fr>.

The Consumer Buyer is also informed that, in case of a dispute, he may use mediation, in particular with the Consumer Mediation Commission or with sectoral mediation bodies, or with any alternative method of dispute resolution. The names, contact details and websites of the mediators are listed at [www.mediation-conso.fr](http://www.mediation-conso.fr).