



## General Terms and Conditions for Sale of Eni Deutschland GmbH headquartered in Munich (10/23)

### 1. Scope of Application

These general terms and conditions of sale (hereinafter "TCS") apply – unless expressly agreed otherwise – to all transactions with buyers of the goods (hereinafter "Partner") of Eni Deutschland GmbH (hereinafter "Eni"). These TCS shall apply exclusively. Any other conflicting or supplementary terms and conditions of a Partner ("GTC") will only form part of the contract to the extent that Eni has expressly consented to their application. This requirement for consent shall apply in any case, for example even if Eni carries out the delivery to Partner with full knowledge of Partner's general terms and conditions or in case Partner makes explicit reference to the application of its GTC.

### 2. Conclusion of Contract

(1) The offers of Eni are subject to change. Test data and samples only provide non-binding information on the quality of the goods, unless an equivalent quality has been expressly assured.

(2) The order of the goods by Partner shall be deemed to be a binding offer of a contract. Unless stated otherwise in the order, Eni is free to accept this offer of a contract within three weeks of its receipt by Eni. The acceptance may be given in writing (e.g. by order confirmation) or it may be expressed through delivery of the goods to Partner.

### 3. Prices

(1) The prices of Eni are net prices ex works plus customs duties, taxes and levies, and in particular, free of statutory value added tax (VAT/*Umsatzsteuer*).

(2) Unless agreed otherwise, the goods shall be invoiced at the prices of Eni applicable on the date of delivery.

(3) With freight-paid delivery, the agreed purchase price shall only apply on condition of unimpeded transport.

(4) In the event of a significant increase in the prices of Eni's sub-suppliers or in Eni's production costs after the conclusion of the contract, Eni shall be entitled to ask for the price to be adjusted. If no agreement is reached, Eni shall be entitled to withdraw from the contract to the exclusion of any claims for damages. The foregoing does not apply if the non-agreement is due to the fact that Eni has requested an inappropriate adjustment of the price.

### 4. Terms of Payment

(1) Partner is required to pay the invoice amount without any deduction, upon receipt of the invoice and delivery of the goods. However, Eni shall be entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. Eni shall declare such a corresponding reservation at the latest with the order confirmation.

(2) The agreed payment terms will be calculated from the delivery date.

(3) In the event of culpable default on payment, Eni shall be entitled to declare all payments and services owed by Partner to be due immediately. In such cases, Eni shall not be obliged to make further deliveries unless in the event that Partner was only in default with a payment on a single occasion.

(4) Upon expiry of the agreed payment period, Partner shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. Eni reserves the right to claim for further damages due to the late payment. With regard to business customers, Eni's right to commercial default interest (§ 353 HGB/German Commercial Code) remains unaffected. Eni's other legal rights arising from any delayed payments shall not be affected thereby.

(5) Partner shall only be entitled to rights of set-off or retention insofar as its claim has been established by a court or is undisputed. In the event of defects in the delivery, Partner's rights, in particular those pursuant to paragraph 10 of the present TCS, remain unaffected.

(6) Eni's sales representatives are not authorised to collect debts. Payments made by Partner to such personnel do not have debt-discharging effect for Partner.

### 5. Call-offs and Acceptances

Call-offs and acceptances must take place on the agreed dates. In commercial transactions, in the case of late call-off or late acceptance, Eni shall, without issuing a reminder or setting a grace period, be entitled to either deliver the quantity not called-off or not accepted to Partner at Partner's expense and risk or to take it into stock and to invoice it as delivered or to reject the delivery.



## 6. Delivery and Transport

(1) Shipment takes place on Partner's account. Partner shall bear the risk of transport also in the case of freight-paid delivery, or deliveries by Eni. For all deliveries, the risk shall pass to Partner at the time Eni delivers the goods to the railway or the carrier, but at the latest when the goods leave the dispatch point (e.g. refinery, tank farm).

(2) Eni shall not be responsible for the full utilisation of the enclosure or of the loading weight. In the absence of specific instructions, Eni will decide based on the declaration to the best of Eni's knowledge upon the cheapest means of shipping, the transport time and the transport route.

(3) If Partner provides the means of transport, such shall be provided ready for filling and freight-paid. Its use shall be at the risk of Partner. Eni, or the loading point, are not obliged to check the cleanliness and suitability of the means of transport provided by Partner. Any damage resulting from defects in the means of transport shall be borne by Partner. The same applies to any failure to comply with the statutory regulations for loading and transport.

(4) Eni's enclosures are provided on loan and shall remain Eni's property. Partner shall bear all risk of loss or damage until the return of the enclosure to the place of dispatch point or at a point designated by Eni, including in cases of force majeure.

(5) Eni's enclosures may only be utilised for the transport and loading of goods supplied by Eni, otherwise Eni shall be entitled to reclaim them immediately. The containers must be returned to the dispatch point or to a point designated by Eni immediately after emptying, freight and costs paid, in a clean, undamaged condition and in strict accordance with the markings and numbers used by Eni. If these conditions are not met, Eni may have the enclosures cleaned and, in the event of damage, also have them repaired at Partner's expense.

(6) The rail tank cars provided by Eni shall be available to Partner free of charge for 5 full working days, calculated from the departure of the dispatch point until the emptied and cleaned tank cars are received again at the receiving address. After expiry of this period, Eni shall charge rental fees for the delayed return in the amount of the rental rates customary in the market, staggered according to the type and capacity of the rail tank cars.

## 7. Determination of Quantities

The weight or volume determined by the dispatch warehouse or plant by weighing or measuring shall apply for the determination of the quantity.

In the case of delivery of partial quantities from road tankers, the data of the measuring device of the road tanker shall apply.

## 8. Delivery Disturbances

(1) Eni shall be entitled to make partial deliveries.

(2) Eni shall only be obliged to deliver from Eni's own production and the quantities actually available to Eni and Eni does not assume any risk of procurement. In the event of force majeure or in the case of other extraordinary events beyond Eni's control or beyond the control of Eni's suppliers (e.g. war, warlike situations, uprisings, closure of usual transport routes, interruption or closure of pipelines or other hindrances or delays with the supply, lack of raw materials, operational disruptions at the refinery or at the production plant, strikes) which make delivery impossible or substantially more difficult or do not allow complete or timely delivery, Eni may suspend or restrict delivery for the duration of the obstruction, even if Eni was already in default. The same shall also apply if, due to market-related conditions, Eni is required to change the refinery throughput and thus the fulfilment of the delivery becomes unreasonable for Eni as a result. In addition, Eni shall also be entitled, at Eni's discretion, to withdraw from the contract in whole or in part, either immediately or at a later date. This shall also apply in the event of non-delivery by Eni's sub-suppliers. Partner may withdraw from the contract if, in spite of his request, Eni has not declared its withdrawal from the contract or assured the delivery within a defined appropriate period.

(3) If the events described above lead to a significant increase in Eni's production costs, Eni shall be entitled to increase the price accordingly – even if a fixed price has been agreed. Partner may refuse the price increase or withdraw from the contract if the acceptance of the additional costs would represent an unreasonable hardship for him.

## 9. Notice of Defects and Warranty Claims

(1) Variations in the quality and appearance of the goods that are customary in the trade and technically unavoidable, shall not entitle Partner to give notice of defects.

(2) Any obvious or hidden defects, or the absence of assured properties, must be reported to Eni in writing immediately and without undue delay, but no later than 7 days after discovery. This shall also apply in the event that the goods are not delivered directly to Partner, but to a third party.

(3) Partner shall fulfil its contractual obligations, in particular the agreed terms of payment, in the event of a defective delivery.



If a complaint is made, Partner may only withhold payment by an amount that is appropriate, considering the defect complained of.

(4) The limitation period for claims for defects by Partner is one year. The period begins with the delivery of the goods. Instead of the above period, the statutory limitation periods shall apply in the following cases:

- in the case of liability due to intent,
- in the case of fraudulent concealment of a defect,
- in the case of assumption of a guarantee,
- or claims arising from injury to life, body or health,
- for claims for other damages based on an wilful misconduct or grossly negligent breach of duty by Eni or by Eni's legal representatives or agents.

#### 10. Liability, Damages

(1) In principle, Eni shall be liable for damages in accordance with the statutory provisions if a damage is based on intent, gross negligence or simple negligent breach of a material contractual obligation.

(2) In the event of ordinary negligent breach of a material contractual obligation, Eni's liability shall be limited to the reimbursement of the loss, which was typically foreseeable at the time the contract was formed. In the case of an ordinary negligent breach of a non-essential obligation, Eni's liability shall be excluded. This also applies to the personal liability of Eni's employees, representatives and agents. The rules on the legal burden of proof are not affected by these TCS.

(3) The above limitations on liability and exclusions do not apply insofar as Eni's liability is mandatory by law (e.g. under the Product Liability Act), for personal injury, injury to health or death, non-compliance with guarantees, fraudulent concealment of defects or intent.

(4) In the event of ordinary negligence, Eni shall not be liable for indirect financial losses or consequential losses, such as loss of profits or interruptions to business, and otherwise limited to no more than 20% of the order value (including customs charges, taxes and duties, specifically statutory VAT).

#### 11. Insurance

Any insurance shall only be taken out by Eni at the express request of Partner.

#### 12. Unloading Costs

(1) Unloading, discharging and other costs incurred in addition to freight, shall be paid by Partner.

(2) In the case of water loading, any surcharges for reduced or shallow loading, or frost, shall be borne by Partner. The conditions set by the authorities for loading and discharging works shall apply. Demurrage costs shall be paid by Partner.

(3) Partner shall provide at his own expense the necessary energy for heating the heating oil when delivered in tank barges, rail tank cars or tank trucks.

#### 13. Energy Taxes and Duties

Partner is obliged to comply with all the tax and customs regulations applicable to deliveries and other transactions between Partner and Eni. Partner is liable towards Eni for such compliance on the part of Partner itself and also by his own buyers, customers and contractual partners.

In particular, Partner shall be responsible for ensuring that all the fiscal, customs and other public approvals required for the delivery or for other transactions between Partner and Eni are available.

If the fiscal treatment of a delivery (e.g. an untaxed delivery or delivery with tax suspension) depends on certain permits being available, Partner shall provide such permits to Eni in good time before delivery. If the fiscal treatment of a delivery agreed between Eni and Partner depends on certain actions being performed by Partner and/or by his buyers and customers after completion of delivery (e.g. export of the delivered goods), Partner shall provide Eni with immediate evidence that such conditions have been met.

If any approvals and/or permits are not granted or are subsequently withdrawn, Partner is obliged to reimburse or indemnify Eni for any taxes or duties (including relevant ancillary services) incurred or to indemnify Eni accordingly. The same shall apply if Partner fails to prove to Eni the conduct required for the tax treatment agreed between Partner and Eni.

#### 14. Provision of a Security in the Event of Worsening of Creditworthiness

(1) Even after conclusion of the contract, should circumstances which considerably reduce the creditworthiness of Partner and which jeopardise the payment of Eni's outstanding receivables under the respective contractual relationship become known, Eni shall be entitled to make outstanding deliveries or provide services only against advance payment or provision of a security (*Sicherheitsleistung*).

If a security is not provided within one week of being requested, Eni may refuse to execute the order in



question without the need to give notice of default or set a period of grace.

(2) In the event of a significant deterioration in Partner's financial conditions, Eni shall also be entitled to demand immediate payment of all other receivables from Partner, irrespective of any conflicting terms of payment or payment agreements.

#### 15. Retention of Title

(1) Eni's deliveries remain Eni's property until payment of all claims due to Eni.

(2) For current accounts, the retention of title shall be deemed to be security for Eni's claim for the balance due.

(3) Partner may only dispose of the reserved goods in the ordinary course of business, provided Partner is not in default of payments. The goods may not be pledged or granted as security to third parties. In the event of seizure of the goods by a third party, Partner must inform Eni immediately, and must inform such third party of Eni's title to the goods. If the goods delivered by Eni are mixed with other goods, Partner hereby assigns its right of ownership or co-ownership to the mixed goods or new item, and will store them on Eni's behalf with due commercial diligence. If Partner resells the goods delivered by Eni, Partner hereby assigns to Eni its claim to the purchase price and all ancillary obligations, until full settlement of all of Eni's claims.

(4) At Eni's request, Partner must inform his buyers of the assignment, and must provide Eni with the documents necessary to enforce the claims. Eni may also, in the event of cessation of payments by Partner - after giving prior notice and during ordinary business hours - access Partner's premises and request any information that may establish the scope and extent of the reservation of title and take all measures to secure such rights.

(5) If the value of the security provided to Eni exceeds Eni's claim by more than 10%, Eni shall perform a re-assignment at Partner's request. Any extraordinary changes affecting the items which are subject to the reservation of title (fire, theft and similar) shall be reported to Eni immediately by Partner.

(6) Partner's rights and claims against Eni may only be transferred to a third party with Eni's consent.

(7) Any items, which are not sold to Partner, such as hired or loaned tank systems, remain Eni's property and do not form part of the land and buildings (§ 95 BGB/German Civil Code).

#### 16. Brand Names

Partner may not use Eni's get-up or brand identity without Eni's written consent. In the event of unauthorised use by Partner of Eni's brands or of any other intellectual property rights, Eni may claim compensation for damages and injunctive relief.

#### 17. Assignment of Contract

In the event of the full or partial transfer of Eni's business to a third party, Eni may assign any existing contracts to the new or different company, with all the related rights and obligations. In such a case, Partner has the right to terminate the contract.

#### 18. Health, Safety and Environment, Compliance with HSE Requirements

(1) Partner acknowledges that Eni has provided information about the pursuit and achievement of and compliance with legal requirements on Health, Safety and the Environment (HSE) objectives, and has imposed its own regulations in the form of an HSE policy. The HSE Policy is available for downloading at [www.enideutschland.de](http://www.enideutschland.de) and/or [www.eni.com/de](http://www.eni.com/de), in the menu under the heading "Eni in Deutschland", "Corporate Governance" ([https://www.eni.com/de\\_DE/corporate-governance/qualitaets-arbeitssicherheits-gesundheitsmanagement.page](https://www.eni.com/de_DE/corporate-governance/qualitaets-arbeitssicherheits-gesundheitsmanagement.page)).

(2) In the context of the contract, Partner is responsible for assuring compliance with the applicable laws, regulations, technical standards and codes of conduct concerning HSE, and with the technical, medical and social regulations concerning employment and rules on safety in the workplace, specifically the updated versions of the Minimum Wages Act (MiLOG), all trading and fire safety requirements, environmental standards, in particular emissions, ground and water and activity-specific regulations, all the applicable EU legislation (e.g. the REACH Regulation (EC) No. 1907/2006), all DIN-, ISO- and EN standards, the VDI-, VDE- and VDS requirements, the manufacturers' instructions and German Social Accident Insurance regulations and requirements (HSE Requirements). Partner must also ensure that the HSE Requirements are met by all employees, contractors, subcontractors and by any other person whose services are used by Partner.

(3) Partner or the carriers and freight forwarders used by Partner will accept, observe and comply, at the loading points, with the obligations of Partner for the purposes of the GGVSEB, ADR/RID regulations, the legal requirements of the loading points and the instructions of the personnel at the loading points.



#### 19. Corporate Responsibility for the Conduct of their Employees and Anti-Corruption

Partner declares to have reviewed and acknowledge of: (a) Eni's Code of Ethics (b) the general standards of transparency of the Model 231 pursuant Italian Legislative Decree 231/2001 and of the Compliance Models and (c) Eni's "Anti-Corruption Management System Guideline", adopted by Eni and available on the website [https://www.eni.com/en\\_DE/corporate-governance.page](https://www.eni.com/en_DE/corporate-governance.page). These documents have been prepared on the basis of the principles of the relevant international regulations and best practices, which Partner shares and undertakes to respect. With respect to the performance of the activities covered by this Contract, each Party agrees to comply with applicable laws, including the Anti-Money Laundering Laws, meaning the anti-money laundering regulations in force in the country in which the service is performed, in which the Party resides or is registered.

#### 20. Protection of Human Rights

The Parties declare that they recognise and endorse the principles contained in applicable national and international laws and instruments, guidelines, and best practices aimed at preventing human rights violations, including the United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, and the ILO Declaration on Fundamental Principles and Rights at Work (hereinafter "Human Rights").

With regard to the execution of the activities covered by the Contract, Partner: a) acknowledges that Eni has adopted a series of instruments for the respect of Human Rights including the "Eni Statement on the Respect of Human Rights" and the Policy "Eni against violence and harassment in the workplace", available at [https://www.eni.com/en\\_DE/corporate-governance.page](https://www.eni.com/en_DE/corporate-governance.page) and is committed to operating according to principles consistent with those expressed in these documents; b) undertakes to act in compliance with Human Rights, and to ensure compliance thereof also on the part of its directors, employees and any third parties, including sub-contractors, acting in the interest or on behalf of Partner in the performance of the Contract. In case of conflicts between applicable national laws and the provisions of international human rights law, Partner undertakes to take all possible measures to avoid violation of the latter; c) undertakes to promptly notify Eni of any suspected or ascertained violations of Human Rights of which it becomes aware and, in any event, make itself available for any verifications by Eni.

The Parties agree that in the event of any failure by Partner to comply with the declarations, warranties, and obligations set out in this clause, obtained by any means, including means of communication,

including formal acts of judicial authority, the Eni may temporarily suspend the Contract and give written notice to the defaulting Party to perform such obligations within 30 days of receipt of such notice, where there is a reasonable expectation that such failure may be remedied within such period. If this period expires unsuccessfully, or if there is no reasonable expectation of a remedy, Eni shall be entitled to terminate the Contract in accordance with the law, subject to a specific declaration to be notified to Partner. In any case, Partner shall hold Eni harmless from any and all loss or damage suffered by the latter and against any actions by third parties arising from or consequent to the failure to comply, even partially, with the declarations, warranties, and obligations referred to in this clause.

#### 21. Data Protection

Pursuant to Art. 13, 14 and 21 GDPR, Partner is informed that the data required for billing and for other order processing will be processed and stored. Partner is also informed that, further to the processing of the contract, the data are also used for the forwarding to credit agencies and other third parties. More information about data protection can be found at:

[https://www.eni.com/de\\_DE/privacy-policy.page](https://www.eni.com/de_DE/privacy-policy.page)

#### 22. Place of Performance and Place of Jurisdiction

Regardless of the delivery point, the place of performance for payments is Munich. The place of jurisdiction is, at Eni's discretion, either Eni's headquarters or the head office of Partner.

#### 23. Governing Law

All Eni's legal relations with Partner are governed exclusively by German law. The application of the UN Sales Convention is excluded.