



Terms and Conditions of Sale of Eni Schmiertechnik GmbH headquartered in Würzburg (04/21)

1. Scope of application

These general terms and conditions of sale (hereinafter "TCS") apply – unless expressly agreed otherwise – to all transactions with buyers of our goods (hereinafter "Partners"). 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 we have expressly consented to their application. This requirement for consent shall apply in any case, for example even if we carry out the delivery to the Partner with full knowledge of the Partner's general terms and conditions or in case the Partner makes explicit reference to the application of its GTC.

2. Formation of contract

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

3. Prices

(1) Our prices are net prices plus customs duties, taxes and levies, and in particular, free of statutory turnover tax.

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

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

(4) If a delivery service is commissioned to transport the ordered goods to countries outside the EU, additional customs duties or taxes may be incurred, which are to be borne by the buyer.

(5) In the event of a significant increase in the prices of our sub-suppliers or in our production costs after the conclusion of the contract, we shall be entitled to ask for the price to be adjusted. If no agreement is reached, we 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 we have requested an inappropriate adjustment of the price.

4. Terms of payment

(1) The Partner is required to pay the invoice amount without any deduction, upon receipt of the invoice and delivery of the goods. However, we are 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. We shall declare such a corresponding reservation at the latest with the order confirmation.

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

(3) In the event of culpable default on payment, we shall be entitled to declare all payments and services owed by the Partner to be due immediately. In such cases, we are not 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, the 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. We reserve the right to claim for further damages due to the late payment. With regard to business customers, our right to commercial default interest (section 353 of the German Commercial Code) remains unaffected. Our other legal rights arising from any delayed payments shall not be affected thereby.

(5) The 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, the Partner's rights, in particular those pursuant to paragraph 10 of the present TCS, remain unaffected.

(6) Our sales representatives are not authorised to collect debts. Payments made by Partner to such personnel do not have debt-discharging effect for the 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, we shall, without issuing a reminder or setting a grace period, be entitled to either deliver the quantity not called-off or not accepted to the buyer at the buyer'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 the buyer's account. The Partner shall bear the risk of transport also in the case of freight-paid delivery, or deliveries under use of our vehicles and our driving personnel. For all deliveries, the risk shall pass to the buyer at the time we deliver the goods to the railway or the carrier, or in the case, the goods are dispatched in our own vehicle, to our driving personnel, but at the latest when the goods leave the dispatch point (e.g. refinery, tank farm).

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

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

(4) Enclosure provided on loan shall remain our property even if a deposit is made. The buyer 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 us, including in cases of force majeure.

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

(6) The buyer has no right to retain our loaned enclosures.

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 calibrated measuring device shall apply.

8. Delivery disturbances

(1) We are entitled to make partial deliveries.

(2) We are only obliged to deliver from our own production and the quantities actually available to us.

(3) We do not assume any risk of procurement. In the event of force majeure or in the case of other extraordinary events beyond our control or beyond the control of our 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, we may, even if we were already in default, suspend or restrict delivery for the duration of the obstruction, even if we are already in default. The same shall also apply if, due to market-related conditions, we are required to change the refinery throughput and thus the fulfilment of the delivery becomes unreasonable for us as a result. In addition, we shall also be entitled, at our 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 our sub-suppliers. The Partner may withdraw from the contract if, in spite of his request, we have not declared our withdrawal from the contract or assured the delivery within a defined appropriate period.

(4) If the events described above lead to a significant increase in our production costs, we shall be entitled to increase the price accordingly – even if a fixed price has been agreed. The buyer 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 the customer to give notice of defects. The goods may be modified and supplemented within the scope of the DIN standard, in particular due to technical progress.

(2) Any obvious or hidden defects, or the absence of assured properties, must be reported to us 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 the Partner, but to a third party.

(3) A further requirement for making a complaint is that the goods are still unmixed and we are able to inspect them. Samples will only be deemed to be evidence of the actual properties of the goods complained if we have been given the opportunity to satisfy ourselves that the sample has been taken properly. The test sample must be at least 1 kg.

(4) The 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, the Partner may only withhold payment by an amount that is appropriate, considering the defect complained of.

(5) The limitation period for claims for defects by the 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 us or by our legal representatives or agents.

10. Liability, damages

(1) In principle, we 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, our liability is 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, our liability is excluded. This also applies to the personal liability of our 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 our 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, we 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 us at the express request of the buyer.

12. Unloading costs

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

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

13. Energy taxes and duties

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

In particular, the Partner shall be responsible for ensuring that all the fiscal, customs and other public approvals required for the delivery or for other transactions between the Partner and us 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, the Partner shall provide such permits to us in good time before delivery. If the fiscal treatment of a delivery agreed between us and the Partner depends on certain actions being performed by the Partner and/or by its buyers and customers after completion of delivery (e.g. export of the delivered goods), the Partner shall provide us with immediate evidence that such conditions have been met.

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

14. Security for impaired creditworthiness

(1) Even after conclusion of the contract, if the creditworthiness of the Partner deteriorates, we are entitled to demand sufficient security to secure the rights accruing to us from the deliveries.



If the security is not provided within 1 week of the request, we shall be entitled to refuse to execute the order in question without having to give notice of default or set a period of grace.

(2) In the event of a significant deterioration in the financial circumstances of the Partner, we shall also be entitled to demand immediate payment of all other claims against the Partner, irrespective of any conflicting payment terms or payment agreements.

15. Retention of title

(1) Our deliveries remain our property until payment of all our claims due to us.

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

(3) The Partner may only dispose of the reserved goods in the ordinary course of business, provided the 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, the Partner must inform us immediately, and must inform such third party of our title to the goods. If the goods delivered by us are mixed with other goods, the Partner hereby assigns its right of ownership or co-ownership to the mixed goods or new item, and will store them on our behalf with due commercial diligence. If the Partner resells the goods delivered by us, the Partner hereby assigns to us its claim to the purchase price and all ancillary obligations, until full settlement of all our claims.

(4) At our request, the Partner must inform its buyers of the assignment, and must provide us with the documents necessary to enforce the claims. We may also, in the event of cessation of payments by the Partner - after giving prior notice and during ordinary business hours - access the 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 us exceeds our claim by more than 10%, we shall perform a re-assignment at the 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 us immediately by the Partner.

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

(7) Any items, which are not sold to the Partner, such as hired or loaned equipment, remain our property and do not form part of the land and buildings (Section 95 of the German Civil Code).

16. Brand names

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

17. Assignment of contract

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

18. Health, Safety and Environment, compliance with HSE requirements

(1) The 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 and/or 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).

(2) In the context of the contract, the 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). The 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 the Partner.

(3) The Partner or the carriers and freight forwarders used by the Partner will accept, observe and comply, at the loading points, with the obligations of the buyer 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 employees; Anti-corruption

Partner declares to have reviewed and acknowledged of: (a) Eni's Code of Ethics, adopted by Eni, (b) Eni's "Anti-Corruption Management System Guideline" and (c) Eni's Statement on Respect for Human Rights. The documents referred to in points (a), (b) and (c) are available on the website 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 comply with.

20. Data protection

Pursuant to Art. 13, 14 and 21 GDPR, the Partner is informed that the data required for billing and for other order processing will be processed and stored. The 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

21. Place of performance and place of jurisdiction

Regardless of the delivery point, the place of performance for payments is Würzburg. The place of jurisdiction is, at our discretion, either our headquarters or the head office of the Partner.

22. Governing law

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