

General terms and conditions for sale and delivery of Eni Deutschland GmbH, headquartered in Munich (09/19)

1. General

These terms and conditions shall apply for all transactions with purchasers (hereinafter referred to as: "Partner") of our merchandise unless something else has been expressly agreed otherwise. Conflicting general terms and conditions of our Partners are only binding for us if we expressly acknowledge them.

2. Conclusion of the contract

Our offers are subject to change. Analysis data as well as licensed samples only offer non-binding guidance for the quality of the goods, unless the same quality is expressly warranted.

3. Prices

- (1) Our prices do not include VAT. VAT is added at the relevant statutory rate.
- (2) Unless agreed otherwise, the calculation of the goods is according to the prices on the day of delivery.
- (3) If by then the costs attributable to the production, sales and transport such as duties, taxes, freight have increased or have been newly established, the purchase price payable by Partner increases accordingly.
- (4) In case of freight paid delivery the agreed purchase price applies only under the condition of unhindered transport.
- (5) With a substantial increase in our suppliers' prices or our production costs, we can demand a renegotiation of the price. In the case of non-agreement, we shall be entitled to withdraw from the contract under exclusion of claims for damages.

4. Terms of payment

- (1) Partner is to pay the invoice amount upon receipt without any deduction.
- (2) Bills of exchange and cheques are accepted solely on account of payment, bills of exchange only with special agreement.
- (3) An agreed payment term is calculated from the date of delivery.
- (4) If payment is delayed, we shall be entitled to make all payments and services owed by Partner immediately payable. We are not obligated to carry out further deliveries in these cases, unless Partner has only been in payment arrears one time.
- (5) If payment is delayed, interest will be charged to the amount of at least 8 percentage points p.a. above the applicable guideline of the European Central Bank from the due date, for consumers in the amount of at least 5 percentage points p.a. above this rate from the date of the first reminder. Our other statutory rights arising from a default in payment are not affected.
- (6) Partner cannot offset our claim for payment. An exception applies only to undisputed or legally ascertained counterclaims.
- (7) Only the consumer has a right of retention and only insofar as it is based on the same contractual relationship.
- (8) Our sales representatives are not authorized to collect payments. Payments made by customers to such employees do not have a debt-discharging effect for the Partner.

5. Call-offs and acceptances

Call-offs and acceptances must be carried out on the agreed dates. For non-timely call-offs or non-timely acceptances in commercial transactions we are entitled, without reminder or setting a deadline, to deliver the not called-off or not accepted quantities to Partner at his own expense and risk or to store the goods as delivered and to issue the invoice or to refuse the delivery. In all cases, we may claim against Partner for all damages incurred by us or our delivery sites arising from the non-timely call-offs or non-timely acceptance. The same applies to each partial delivery.

6. Delivery deadline

- (1) The deadline for deliveries or services begins with the end of the day on which the contract has been validly concluded.
- (2) The deadline is considered to have been observed if the goods have been brought to shipping or collected. If the delivery has been delayed due to Partner, then deadline for the goods being ready for dispatch applies.
- (3) For failure to comply with the delivery deadline, Partner must set in writing a reasonable grace period. After expiry of the grace period, Partner is entitled to refuse the acceptance of the late delivery; point 11 applies to any claims for damages.

7. Delivery and transport

- (1) Shipping costs are borne by Partner. Partner carries the risk of transport even with freight-free delivery or delivery by our vehicles and our drivers. All deliveries are at the risk of Partner at the time in which the goods are delivered to the train, the carrier or for dispatch in our own vehicles by our drivers, but no later than upon leaving the shipping point (such as refinery, storage tanks).
- (2) We are not liable for the full use of the packaging and the weight of the load. If a special instruction does not exist, then we select with best knowledge and without liability the most cost-effective freight, transport time, and forwarding route according to declaration.
- (3) If the means of transport is being provided by Partner, it is to be delivered ready to use and freight prepaid. Its use is at Partner's risk. Neither we nor the loading point are obliged to examine the means of transport provided by Partner for cleanliness and suitability. Any damage resulting from defects in such shipping containers is the responsibility of Partner. The same applies to the non-observance of legal regulations for loading and transport.

(4) Our containers are provided on loan and shall remain our property, except for such containers which are not redeemable and become the possession of Partner with delivery. Partner shall bear any risk of loss or damage to the shipment up until its return to the shipping point or to a place designated by us, including in cases of force majeure.

(5) Our containers are only to be used for transporting and for loading goods supplied by us; otherwise, we shall be entitled to their immediate return. They are to be returned to the shipping point or to the address specified by us immediately after unloading, freight and charges prepaid, in a clean and undamaged state and maintaining our related references and numbers. By failure to comply with these terms and conditions we are entitled to clean the containers and have them repaired in case of damage at Partner's expense.

(6) The railway tank cars supplied by us are available free of charge to Partner for 5 full working days, calculated from leaving the shipping point to the arrival of the emptied and cleaned tank cars back at the return address. After this period, we will charge rental fees for the delayed return in the amount of commercially available rental rates graded according to the type and capacity of the tank car.

(7) Partner has no right of retention to our containers provided on loan.

8. Verification

The weight or volume which was weighed or measured at the dispatching warehouse or plant is applied to verify quantities. When distribution of partial quantities from a road tanker the information provided by its calibrated measuring device applies.

9. Delivery problems

- (1) We are entitled to deliver partial deliveries.
- (2) We are only committed to deliveries from our own production and for the quantities available to us.
- (3) We assume no supply risk. In case of force majeure or other exceptional events outside our control or the control of our suppliers (such as war, war-like conditions, revolution, blocking of the normal shipping lanes, interruption or decommissioning of the pipeline or other disabilities or delays in transport, lack of raw material supply, breakdowns in refineries or in the manufacturing run, strike), which make delivery impossible or substantially more difficult, or do not allow a full or timely delivery, we can, even if we have already been delayed, restrict or defer the delivery for the duration of the hindrance. The same also applies if we are forced to a change of refinery throughput due to market related technical data and as a result delivery is unacceptable to us. In addition, we are also entitled to rescind the contract immediately or later in whole or in part at our discretion. This also applies to non-delivery by our suppliers. Partner can withdraw if we cannot state on his request, whether we wish to withdraw or to deliver within an appropriate period of time.
- (4) If the aforementioned events lead to a substantial increase in our production costs, we can in turn increase the price accordingly - even if a fixed price agreement has been arranged. Partner may reject the price increase or withdraw from the contract if for him, accepting the additional costs would represent an unreasonable economic burden.
- (5) In the case of paragraph 3 and 4 neither by our own withdrawal nor by Partner's withdrawal are we liable to pay damages or to subsequent delivery.

10. Quality complaints and warranty claims

- (1) Commercially acceptable and technically unavoidable variations in texture and appearance of the goods are not eligible for a defect complaint.
- (2) The discovery of open and hidden defects or the absence of warranted characteristics must be reported in writing to us without delay, but no later than 5 days after discovery. The same applies to the case that the goods are not issued directly to Partner, but to a third party or Partner in turn redirects goods.
- (3) Further prerequisites for a notification of a complaint are that the goods have still not yet been mixed and it is still possible for us to perform a review. Samples of the contested goods only apply as evidence for the actual properties, if we were given opportunity to prove a correct and proper sampling. The sample must be at least 1 kg.
- (4) In the event of an incorrect delivery Partner must adhere to his contractual obligations, in particular the agreed terms of payment. If a complaint is made, Partner may withhold payments only to an extent that a reasonable relationship to the occurred defects exists.
- (5) In the case of a defective delivery, firstly Partner only has a claim on rectification of defects or replacement.
- (6) Partner must give us a reasonable time and opportunity for a replacement delivery. If this is denied we are exempt from the obligation to supply a replacement.
- (7) If we allow a reasonable grace period set by Partner to elapse without supplying the replacement or the replacement delivery is also defect, then Partner has the right to reduction, withdrawal and/or compensation for damages according to the statutory provisions and following statements.
- (8) Claims based on defects are time-barred in 12 months, in so far as the legislature has not prescribed mandatory longer periods.

11. Liability, damages

(1) Partner's claims for damages and reimbursement, regardless of whatever legal reason, including infringement of duties arising from contractual obligations and tort, also against our vicarious agents are excluded.

(2) This does not apply if we are legally mandatory liable, e.g. according to the product liability act, in cases of intent, gross negligence, in case of injury to life, body or health, for the violation of essential contractual obligations. However, the claim for damages for the breach of essential contractual obligations is limited to the contract-typical, foreseeable damage insofar as no willful misconduct or gross negligence exists or liability exists due to injury to life, body or health. A change of the burden of proof to the detriment of Partner is not connected with this regulation.

(3) As far as Partner is entitled to claims for damages according to this regulation, it shall be time-barred upon expiration of the applicable claims limitation period according to para. 10 (8).

(4) Partner has to carry out the necessary measures and verifications for the protection of any rights of recourse and to communicate with us immediately.

12. Insurance

We will only carry out insurance at the express request of the Partner.

13. Unloading costs

(1) Unloading costs, discharge costs and other costs which are charged in addition to the shipping must be paid by Partner.

(2) Partner is responsible for any low water and ice surcharges by water shipment. The officially stipulated conditions apply to loading and unloading operations as well as demurrage. Demurrage shall be borne by Partner.

(3) Partner must at his own expense provide the necessary energy for the heating of fuel oil delivery in tank barges, tank cars or tank wagons.

14. Mineral oil tax and duties

(1) Should goods be delivered with a certificate of approval or untaxed, Partner must provide us with a valid certificate of approval in time to present to the delivery warehouse on the date of delivery. Partner will indemnify us from all penalties arising from the use of the certificate of approval or any invalidation of the certificate of approval.

(2) If Partner receives favorable customs terms for goods processing, then he must prove to us within 18 months after delivery that the processing of the goods has been carried out. Otherwise, Partner must reimburse the resulting import tax to us.

(3) Partner is trustee according to § 12 mineral oil tax implementing regulation, and shall be liable to us for taxes on the goods.

15. Surety by deterioration of creditworthiness

(1) After conclusion of the contract we are also entitled to require a sufficient surety guarantee against a deterioration of the creditworthiness of Partner in order to secure us from rights arising from the deliveries. If a surety guarantee is not received within 1 week since requested, then we may refuse the execution of the relevant task, without a notice of default or setting of an extension being required.

(2) By significant deterioration of Partner's financial situation we are also entitled to demand immediate payment of all other claims against Partner, regardless of conflicting terms of payment or payment arrangements.

16. Reservation of proprietary rights

Our deliveries shall remain our property until full payment of all of our claims. In cases of current accounts the reserved property is considered as security for our balance claim. Handling and processing is conducted by us without any obligation on our part. Partner may only use the goods for normal business purposes, as long as he is not in default of payment. He may not pledge the goods to a third party or use them as security.

We must be informed immediately in the event of third party access to the goods and the third party must be informed of our proprietary rights. If the goods supplied by us are mixed with other goods, Partner already passes his ownership or co-ownership rights to us on the mixed stocks or the new objects, and holds them in safe custody for us. In the event that Partner has resold the goods delivered by us, he transfers to us his purchase price claim with all obligations until the full settlement of all our claims. At our request, Partner is obliged to announce the assignment to its customers and hand over the relevant documentation to us. We are also entitled in the case of Partner's cessation of payment, to enter all of Partner's premises and to obtain full information in order to determine the extent of the retention of title and its expansion forms and to initiate all necessary backup measures.

If the value of the security given to us exceeds our claims by more than 10%, in this regard we shall be obliged to repossession upon request of Partner. Extraordinary changes to the goods that are subject to retention of title (due to fire, theft and such) must be presented to us by Partner immediately.

Items that Partner has not sold - such as leased or loaned tank systems, including underground installations - remain our property and are not part of the building or building plot (§ 95 BGB).

17. Brand name

Partner may not use our facilities and brand name without written consent. If Partner fails to comply he shall be liable for all resulting damages. In addition, we shall be entitled to withdraw from all existing supply contracts.

18. Miscellaneous

(1) In any case of a change in our company form or the total or partial transfer of our business to another company, we are entitled to transfer existing contracts with all rights and obligations to the new or other company. Non-commercial Partners will be granted a right of withdrawal in the event of a change of borrower, which may only be exercised within 2 weeks after the announcement by written declaration. If a change of debtor occurs for contracts, which belong to a trade business, our contractual partners are entitled to the same withdrawal right as non-commercial Partners, which they can then exercise if they can show that their legitimate interests are affected by the change of debtor.

(2) Our existing rights and claims towards Partner can only be transferred to a third party with our consent.

(3) The possible legal invalidity of individual provisions of these general terms of sale and delivery, affects neither the validity of the remainder of the terms and conditions nor the validity of agreements which have concluded on the basis of these terms and conditions; the parties shall replace the invalid provision with a new provision which comes closest to the desired economic purpose.

(4) All legal relations with Partner are subject exclusively to German law so as it applies to transactions between residents in the country. The applicability of the UN international sales of goods convention is excluded.

19. Health, safety and environmental protection, compliance with HSE Regulations

(1) The Partner is aware that Eni is committed to the pursuit, achievement and compliance with health, safety and environmental protection goals (Health, Safety and Environment, abbreviated to HSE) that go beyond compliance with legal requirements and has committed itself to these goals as part of the so-called HSE Policy. The HSE Policy is available on the website www.enideutschland.de and www.eni.com/de, in the navigation tab under „Eni in Deutschland“ and there under „Corporate Governance“, (http://www.eni.com/de_DE/deutschland/corporate-governance/qualitatsmanagement-ohsas/qualitatsmanagement-ohsas.shtml).

(2) Within the scope of this agreement, the Partner is responsible for compliance with the most recent version of the relevant laws, legislative decrees, technical norms and rules of professional conduct in terms of health, safety and environmental protection, in particular with regard to technical, medical and social aspects of occupational protection and safety, the German minimum wage legislation (MiloG), all trade and fire protection regulations, environmental legislation, especially those governing emissions, soil and water protection, norms specific to equipment and a particular activity, all associated EU directives (e.g. the REACH Directive (EC) no. 1907/2006), all DIN (German Institute for Norms), ISO and EN regulations, the provisions of VDI, VDE and VDS, manufacturers' instructions, the provisions and the set of rules of the German Social Accident Insurance ("DGUV") (hereafter referred to as HSE Regulations) and that compliance with the HSE Regulations by its staff and employees, sub-contractors and all persons whose services the Partner makes use of is guaranteed.

(3) The Partner or the designated carrier or transit agent assume the obligations of the sender within the meaning of the GGVSEB, (Ordinance on the national and international carriage of dangerous goods by road, rail, and inland waterways) ADR/RID at the loading point. Requirements of the loading point and instructions issued by the staff of the loading point are to be followed.

20. Responsibility of companies for the conduct of their employees and anti-corruption

Partner declares to have reviewed and acknowledged of: (a) the content of the Code of Ethics, (b) the "Anti-Corruption Management System Guideline" of Eni ("Anti-Corruption MSG") and (c) the Eni's Statement on respect human rights. Partner acknowledges that the documents under letters (a), (b) and (c) above - available on Eni's website https://www.eni.com/en_DE/corporate-governance.page - have been elaborated with the key principles of regulations and international best practices of reference, which it shares and agrees to respect. Partner has the right to request a paper copy of the documents referred to in letters (a), (b) and (c) at any time.

21. Data protection

According to Artt. 13, 14 and 21 DSGVO Partner is made aware that the data required within the framework of invoicing and other order transactions is processed and stored by means of computer. The Partner is also informed that the data in addition to contract management uses is also transferred to credit bureaus and other third parties. Partner finds further information with respect to data protection under: https://www.eni.com/de_DE/privacy-policy.page

22. Place of fulfilment and court of jurisdiction

Place of fulfilment and exclusive place of jurisdiction for all deliveries and payments, as well as all disputes arising between the parties is Munich, insofar as Partner is a merchant within the meaning of the German commercial code.