

## GENERAL SALES CONDITIONS

### DEFINITIONS:

**CONTRACT:** refers to the contract signed by the CLIENT and TOTAL ETHIOPIA S.C. for the supply of CARD(S) at special conditions defined on the contract.

**CLIENT:** means an entity or individual who has signed a contract with TOTAL ETHIOPIA S.C..

**REPRESENTATIVE:** means a person to whom the CLIENT has given a TOTAL ETHIOPIA S.C. card with full powers to use it.

**CARD:** means a TOTAL ETHIOPIA S.C. card validated for the CLIENT and authorizing the purchase of the PRODUCTS mentioned on the reverse side of the CARD with the Client's agreement. This CARD may under no circumstances be used for obtaining cash.

**PRODUCTS:** means the products and/or services distributed at the TOTAL ETHIOPIA S.C. stations and whose purchase is possible upon presentation of the CARD, subject to the limited maximum amounts which the CLIENT is authorized to buy.

**POINT OF SALE:** station bearing the TOTAL ETHIOPIA S.C. colors at which the use of the CARD is authorized, as indicated by a logo.

**CONFIDENTIAL CODE:** Four-digit number determined by the client or randomly by TOTAL ETHIOPIA S.C..

**ELECTRONIC PURSE CARD:** CARD functioning in the prepayment mode.

### ARTICLE 1: PURPOSE

TOTAL ETHIOPIA S.C. shall make available to the CLIENT a purchase CARD system called ABYSSINIA CARD making it possible for him to obtain PRODUCTS without needing to make any immediate payment. With this CARD, the client will be able to get supplies at the POINTS OF SALE approved by TOTAL ETHIOPIA S.C. and shown on the list which shall be communicated to the CLIENT at the time of delivery of the CARDS. If necessary, this list shall give rise to an update which shall also be communicated to him upon request.

### ARTICLE 2: USE OF THE CARD

The use of the TOTAL ETHIOPIA S.C. CARD:

- Shall be limited to the CLIENT and/or REPRESENTATIVES subject to the maximum amounts and PRODUCTS authorized and defined in agreement with the CLIENT on the reverse side.
- May be made at the authorized POINTS OF SALE whose list shall be available upon simple request.
- Shall be limited in time (cf. validity of the contract mentioned on the reverse side).
- Shall be subject to presentation of the CARD to the station's personnel prior to any transaction.

Any transaction effected with the CARD shall give rise to the editing of a ticket by the electronic terminal.

The CONFIDENTIAL CODE entered by the bearer at the time of each transaction shall serve as a signature testifying to the client's acceptance of the transaction.

It is expressly stipulated that the purchase of fuel shall be exclusively limited to the immediate filling of the vehicle's tank; any removal by other means is excluded.

The records edited on the electronic terminals at the time of each transaction shall constitute irrefutable proof of the amount of the transaction.

Six daily transactions per CARD shall be authorized.

### ARTICLE 3: CHARACTERISTICS OF THE CARD

Further to the review and acceptance of the CONTRACT, TOTAL ETHIOPIA S.C. shall provide the number of CARDS requested by the CLIENT after printing on each CARD the authorized PRODUCTS, and, unless otherwise specified, the license plate number of the vehicle and/or the name of the bearer.

A CONFIDENTIAL CODE shall be attributed to each card and permit the use of the CARD exclusively by the bearer cognizant of this CONFIDENTIAL CODE. The CLIENT must ensure that the CARDS and their CONFIDENTIAL CODE(S) are never stored together and must protect the confidentiality of the CONFIDENTIAL CODE(S) attributed to him.

An issue unit price shall be billed to the CLIENT according to the official list of prices in effect on the

date of the request for membership. This unit price shall remain identical regardless of the number of cards ordered by the CLIENT. These prices may be modified at any time without advance notice (a price schedule is available upon simple request).

The CARDS shall be billed to the client at regular intervals as per the terms defined on the page 1 of the contract.

Each modification requested by the CLIENT on CARDS can be invoiced at a cost determined by TOTAL ETHIOPIA S.C.

### ARTICLE 4: BILLING AND COLLECTION

#### 1) Billing

The supplies of PRODUCTS shall be billed at intervals specified on the contract on the basis of the prices charged at the POINTS OF SALE on the date of the transaction.

The payment for the credit agreed on the agreement shall be fully paid by the client before the end of the credit term as indicated on the payment request. The credit term shall count from the date of the purchase. The client or his representative shall sign on the document delivery sheet for acknowledgement of receiving the payment request.

Any complaint or dispute concerning the amount or the type of transactions summarized on the periodic bills must be expressed in writing within one month from the date of issue of the bill and be accompanied by substantiating documents. Past that period, no claim shall be accepted.

#### 2) Payment

The bills shall be paid according to the terms of payment and on the due dates mentioned on the reverse side. As regards the ELECTRONIC PURSE CARD, there shall be three loading methods giving rise to two methods of payment:

- Direct in-station loading corresponding to immediate payment at the station for the amount of loading requested by the CLIENT. The option is currently available only at selected stations. The CONFIDENTIAL CODE entered by the bearer at the time of loading shall serve as a signature testifying to the acceptance of the transaction by the client.
- In case of deferred loading (at the local station or, centrally, at the registered office), the amount of the transaction requested by the CLIENT shall be billed in the manner mentioned above (cf. Article 4-1).

TOTAL ETHIOPIA S.C. can request the CLIENT to hold a bank account and keep it open, making sure that the funds deposited in this account are sufficient to pay all the bills due to TOTAL ETHIOPIA S.C..

No discount for payment prior to the scheduled date may be applied.

Any amount unpaid on the due date mentioned on the bill shall automatically result, with no need for a formal notice, in a penalty for each day of delay computed on the basis of a monthly rate of 2% of the amount of the unpaid bill.

In case of partial payment or non-payment, TOTAL ETHIOPIA S.C. shall have the right, with no need for any prior formal notice, to claim immediate payment of all the amounts, even those not yet due, that may be payable to it and to subject the performance of a new supply to such payment.

In case of non-payment or partial payment of one or more bills, this contract shall be automatically terminated, with no advance notice and no judicial formality, further to a simple notification by TOTAL ETHIOPIA S.C..

### ARTICLE 5: TERMS OF THE CONTRACT

This contract is entered into for a specific term (see the date on the contract page 1) and shall be tacitly renewed if neither party cancels it. It shall become effective as of the date of delivery of the cards to the client. Each party shall have the right to cancel this contract at any time, subject to informing the other party by written notice at least eight days before the effective date of the cancellation.

Since the CARDS shall remain the property of TOTAL ETHIOPIA S.C., the termination of this contract for any reason whatsoever shall automatically require that the CLIENT return them to TOTAL ETHIOPIA S.C. and bar him from using them. If, upon expiry of the CONTRACT, the holder continues or tries to make use of the cards, he shall

be subject to legal action and to the payment of damages.

### ARTICLE 6: OBLIGATIONS AND LIABILITY OF THE CLIENT

All the cards shall be entrusted to the CLIENT personally. Consequently, his personal liability shall remain even if the cards are used by third parties.

The CLIENT alone shall be liable vis-à-vis TOTAL ETHIOPIA S.C. for the payment of any transactions made by means of his cards, even in the event of uses that do not conform to this contract.

The CLIENT shall have the obligation to inform TOTAL ETHIOPIA S.C. in writing of any change of particulars (address, telephone numbers, fax, bank information relating to automatic deductions).

The limits of the number of daily transactions authorized, of the daily and monthly amount of the transactions, taking into account the payment deadline agreed to, are defined on the reverse side.

### ARTICLE 7: LOSS OR THEFT OF THE CARD(S)

In case of loss or theft of one or more CARD(S), the client shall be obligated to immediately notify such fact to TOTAL ETHIOPIA S.C. by telephone (during the business hours of TOTAL ETHIOPIA S.C.) or by fax, subject to written confirmation within the next 48 hours.

However, the client shall remain liable, during the 48 business hours following the notice, for any transactions made by means of the lost or stolen CARD(S).

If a lost or stolen CARD is found, the CLIENT may not use it without making a request to that effect in writing and securing the approval of TOTAL ETHIOPIA S.C..

Should the CLIENT fail to inform TOTAL ETHIOPIA S.C. or inform it past said 48 hours, the CLIENT shall remain liable, and TOTAL ETHIOPIA S.C. shall be released from any liability subsequent to the loss and/or theft of the CARDS.

### ARTICLE 8: CANCELLATION OF THE CARDS

Should the CLIENT breach its contract obligations, TOTAL ETHIOPIA S.C. may put an immediate stop to the use of the CARD(S) held by the CLIENT.

A CLIENT may ask in writing for the cancellation of one or more CARDS, which he must then return to TOTAL ETHIOPIA S.C..

TOTAL ETHIOPIA S.C. may cancel and/or refuse to renew one or more CARDS held by the CLIENT. Such a decision, which must be notified to the CLIENT and substantiated in writing, shall take into account (without limitation) any significant modification of the Client's financial position, the absence or inadequacy of the security deposit and/or the bank guarantee, unpaid installments, abnormal removals, supplies in excess of the maximum amounts authorized, etc.

### ARTICLE 9: REVISION OF THE GENERAL CONDITIONS

TOTAL ETHIOPIA S.C. may modify or supplement the terms of this contract in writing at any time. Any withdrawal of PRODUCTS by the CLIENT after receiving said written document shall mean that the CLIENT accepts the new clauses of the contract.

### ARTICLE 10: FORCE MAJEURE

TOTAL ETHIOPIA S.C. shall be exempted for liability in cases where failure to perform its obligations is caused by force major circumstances, which shall include other than the cases defined by the jurisprudence: wars, riots, events disrupting the supply of the refiners or the conditions of transportation, strikes or lockouts, legislative or regulatory provisions limiting the quantities available on the market or modifying the conditions of delivery or removal.

### ARTICLE 11: JURISDICTION

Any dispute concerning the interpretation or performance of this contract shall be governed by the law of the Ethiopia and shall be subject to the jurisdiction of the courts of law in Ethiopia.

