

TOTAL OIL MALAYSIA SDN BHD
STANDARD CONDITIONS OF SALES FOR PETROLEUM PRODUCTS

1. The following are the standard conditions of sale of Total Oil Malaysia Sdn Bhd (hereinafter "the Company"), applicable to all agreements for sale, sales and deliveries by the Company of petroleum products (hereinafter "the Products") to the relevant buyer (hereinafter "the Buyer").
2. All orders accepted by the Company from the Buyer are accepted on the terms conditions and exceptions contained in them (and such variations or replacements thereof as may at any time be in force) and on no other terms conditions or exceptions. No other terms conditions or warranty of any nature whatsoever shall be added to them unless expressed in writing and signed by an officer of the Company. No servant or agent of the Company has authority to agree to any oral variation or modification of or addition to these terms conditions and exceptions in any circumstances whatsoever. Except as otherwise provided, all conditions and warranties, express or implied, statutory or otherwise, relating to the Products, or to any container or package in which such Products may be supplied, are excluded insofar as may be permitted by law. The Company shall be entitled at any time and from time to time to vary or replace these terms conditions and exceptions without notice. Without prejudice to the above, acceptance of delivery of Products shall constitute acceptance of these Conditions.

Property

3. The property in the Products shall not pass to the Buyer until the Buyer has paid all outstanding amounts due to the Company in relation to the said Products and under any other contract and until such payment the Buyer shall hold the Products as bailee and shall deliver the same up to the Company upon demand and shall not deal with the Products except that the Buyer may use the Products or sell them in the normal course of its business at full market value at any time before the property therein shall have passed to the Buyer and to pass good title to them. The proceeds of any such sale are to be held by the Buyer on trust and for the account of the Company. Until such time as the property in the Products passes to the Buyer, if the Products are mixed with any Products which are the property of the Buyer, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Company limited to the value of the Products which are supplied by the Company to the Buyer. If the Products are mixed with any Product the property of any person other than the Buyer, the products shall become or shall be deemed to be owned in common with that other person.

Repossession

4. If the Buyer receives from the Company a notice to the effect that the Buyer has failed on the due date for payment to pay the full purchase price for the Products or any other amount due to the Company or if a receiver or manager of the Buyer is appointed or if any action is taken for the dissolution or liquidation of the Buyer (save for the purposes of reconstruction or amalgamation) or if the Buyer ceases to trade or appears unable to pay a debt or appears to have no reasonable prospect of being able to pay a debt so as to entitle a creditor to bring a creditor's petition or sells or otherwise disposes of all or any part of the Buyer's interest in the land upon which the Company's products are situated, or if all or any part of the assets of the Buyer are attached or distrained, then the Buyer shall be deemed to have repudiated the contract for the purchase of any of the Products its servants and agents may enter upon the land or buildings in or upon which the Products are located.

Delivery/Risk

5. Where the Products are delivered in bulk through hose, delivery shall be deemed to take place and risk to have passed to the Buyer when such Products pass from the vehicles' permanent hose pipe connection (or, as the case may be, from any hose pipe of the Company attached thereto). In all other cases delivery shall be deemed to take place and risk to have passed to the Buyer on transfer of possession of such Products to the Buyer or its agent. The Company accepts no liability for any loss or damage whatsoever caused by any delay in delivery, howsoever arising. The Buyer shall take immediate delivery upon the products becoming available.

Quantity

6. (i) The measurement of quantity by the Company shall be accepted by the Buyer as conclusive of the quantity delivered in the absence of manifest error. The Buyer may be present to witness and confirm delivery, but this intervention shall not be permitted to delay the delivery. The Company does not accept any responsibility whatsoever for discrepancies in the Buyer's tank dip rod or other measuring devices. Any dispute by the Buyer must be notified to the Company both verbally within twenty-four hours of such delivery and in writing within five days of such delivery.
(ii) Under no circumstances may the Buyer or any of its representatives mount any vehicle used for that delivery and the Company shall be entitled to suspend or stop delivery in any such event.

Payment

7. (i) Payment shall be made by the Buyer in cash/cheque at the agreed payment terms, subject always to the right of the Company to demand payment by banker's draft or alternatively by direct debit at the time of delivery or as otherwise agreed in writing.
(ii) Should any amount become overdue the Company shall have the right to demand immediate payment of all amounts owing whether or not they are overdue.
(iii) Interest and costs shall accrue to overdue payments in accordance with applicable law and at the prevailing prime interest rate as determined by the local appointed bank.
(iv) In the event of non-payment by the due date, the Company may suspend further deliveries.

Liability

8. The Company shall not be liable for any loss or damage whatsoever whether direct, indirect, consequential or otherwise (except death or personal injury resulting from the negligence of the Company) caused by or arising out of or in connection with the Products and the Buyer shall fully indemnify the Company against all claims which may be made against the Company for such loss or damage and against all related costs and expenses incurred by the Company, including the costs and expenses of investigating any such claims. The Company's maximum liability to the Buyer in relation to the Products shall be limited to the price paid by the Buyer for them.

Means of Delivery and Storage

9. (i) (a) Where delivery is taken at the Buyer's premises the Buyer shall provide safe access for the vehicles of the Company or its agents between public highway and the actual point of delivery and shall observe all the conditions of the Buyer's Petroleum Storage Licence, Environmental and health and safety acts and regulations and recommendations thereunder. In particular the Buyer shall not allow any smoking or naked lights, nor permit any stoves electric or gas fires or radiators to function in the vicinity of such point of delivery.
(b) Where delivery is taken at the Company's premises the Buyer shall comply with the environmental and health and safety regulations for the time being in force and with the conditions of the Company's D5s applicable Petroleum Storage Licence (copies of both of which may be obtained on request). In particular the Buyer shall not allow any smoking or naked lights in the vicinity of such of delivery.
(ii) The Buyer shall take delivery of the full quantity of the Products ordered by the Buyer and shall thereafter provide sufficient, safe and suitable bulk storage for such Products. In particular the Buyer shall comply with the requirements and conditions laid down by the applicable law and regulations for the same time being in force and shall comply with all relevant statutes regulations and codes of practice relating to delivery and storage of petroleum products.
(iii) Delivery is conditional upon the Buyer or its representative being in full time attendance during the delivery, unless as Drive Controlled Delivery is in place or a written agreement is entered into between the parties by which the Buyer or its representatives is allowed to be absent during delivery.
(iv) The Buyer shall fully indemnify the Company against all claims which may be made against the Company for loss or damage caused by or arising out of or in connection with any breach by the Buyer of the provisions of this Condition 9 and against all costs and expenses incurred by the Company in connection therewith including the costs and expenses of investigating and defending any such claims.

Price

10. (i) The price to be paid by the Buyer for the Products shall in all cases be the relevant price contained in the Company's price list in force at the date of delivery. Where the Products are delivered in returnable packages, the Buyer shall pay the appropriate deposit charged by the Company thereon.
(ii) All prices are exclusive of value added tax, which will be charged, if applicable, at the rate in force at time of supply.
(iii) With the exception of lubricants oils, prices exclude excise duty at the rate in force at the time of supply. Any variation in the existing duty or any additional taxation is for the Buyer's account.

Force Majeure

11. The Company shall not be responsible for damages caused by delays, failure to perform in whole or in part any obligation hereunder, or non-compliance with any of the Conditions hereof when such delay, failure or non-compliance is due to or results from a case of Force Majeure. For the purpose of this Condition Force Majeure means causes beyond the reasonable control of the Company, including, without limitation, acts of Gods, fires, war (declared or undeclared), embargoes, accidents, the case of industrial action, strikes, labour disputes, any circumstances at any Company's refinery or depot restricting the availability of petroleum products, acts in compliance with requests of any governmental authority or person purporting to act therefore, or any similar causes.

Assignment and No Waiver

12. The Buyer shall not assign the contract or its rights and obligations hereunder.
No waiver by either party of any provision of the contract shall be binding unless made expressly and expressly confirmed in writing.

Law and resolution of disputes

13. These Conditions and any related agreement shall be governed by the Malaysia Laws. In case of dispute between the Company and the Buyer, both parties shall try to resolve the dispute by mutual discussions. If after the mutual discussion, the dispute still stands, the dispute shall be submitted to the exclusive jurisdiction of the competent courts in Malaysia.

Code of Conduct

14. As part of TOTAL group, we are committed to the:
(i) Highest standards of safety & security in our operations,
(ii) Highest Integrity standards to prevent corruption, fraud and anti-competitive practices.