

## GENERAL CONDITIONS OF SALE FOR CEPSA DIESEL FUELS

**1.- PURPOSE.-** The purpose of this document is to regulate the conditions under which COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A. (CEPSA), with Tax Identification Number A-28003119, with registered address at Paseo de la Castellana, 259 A, 28046 Madrid (Spain) will supply gas oils to owners of legalized facilities for the reception of the product to be supplied.

**2.-QUALITY AND QUANTITY OF THE GAS OIL SUPPLIED.-** CEPSA shall deliver to the owner of the installation (hereinafter the CUSTOMER) the type of gas oil previously requested, a product of the highest quality, which shall strictly comply with the current official specifications published in the BOE, and which are available to the CUSTOMER at CEPSA's offices and commercial establishments. The quantity of product supplied to the CUSTOMER is the one indicated in the delivery note that the CUSTOMER signs as a sign of conformity once the supply has been completed.

**3.- TRANSPORTATION, DELIVERY AND OWNERSHIP.-** Product deliveries shall be made by tanker truck, the frequency of which shall be as agreed by the parties. From the moment the product passes through the connection port of the CUSTOMER's receiving tank, it becomes the property of the CUSTOMER and the CUSTOMER assumes the risk and liability arising from its custody.

**4.- PRICE, INVOICING AND PAYMENT.-** The price agreed between the CUSTOMER and CEPSA shall be paid in the manner and within the term agreed upon prior to delivery of the product. CEPSA will issue an invoice in conformity with the amounts shown on the delivery notes that the CUSTOMER has signed as a sign of conformity. Any partial or total non-payment of a single invoice or installment shall entitle CEPSA, without prejudice to the adoption of any other measure to which it is legally entitled, to demand, without prior notice, the immediate payment of the entire outstanding amount, including those not yet due, and to subordinate the supply of a new order to this payment. CEPSA reserves the right to set a credit limit for each CUSTOMER, and to subordinate deliveries based on that limit, or on the presentation of a payment guarantee commensurate with the risk.

**5.-DATA PROTECTION.-** The provision of the service implies the need for CEPSA to process the CUSTOMER's personal data in order to supply the requested order based on the execution of the contract or legal relationship between the parties. In addition, CEPSA will process your data for i. To comply with the requirements of the applicable regulations; ii. Send commercial communications through electronic or non-electronic means of services similar to those contracted, unless the customer objects by sending an email to [derechos.arco@cepsa.com](mailto:derechos.arco@cepsa.com) based on CEPSA's legitimate interest, and iii. To carry out risk analysis, consultations and communication of data to solvency and credit files, in order to verify the accuracy and veracity of your data in relation to the entities providing solvency, credit and fraud prevention services, based on the legal relationship and legitimate interest of CEPSA to prevent fraud and evaluate solvency. In some cases it may be necessary to communicate your personal data to third parties, for example, to comply with a legal obligation (mainly to Public Administrations), for internal administrative purposes (to Group companies, available at [www.cepsa.com](http://www.cepsa.com)) or to deliver your order through the logistics operator(s) collaborating with CEPSA. Your personal data will be kept as long as they are necessary for the development of the contractual relationship and for two years after your last order, after this period the data will be deleted in accordance with the provisions of the data protection regulations, which implies its blocking, being available only at the request of Judges and courts, the Public Prosecutor or the competent Public Administrations during the limitation period of the actions that may arise to be subsequently eliminated. You may exercise, to the extent that they are applicable, the rights of access, rectification or erasure, restriction of processing, objection, and portability, and may oppose individual automated decisions, and revoke the consent given, providing proof of your identity, by postal mail to Paseo de la Castellana, 259 A, 28046 Madrid (Spain), or by email to [derechos.arco@cepsa.com](mailto:derechos.arco@cepsa.com). We inform you that Cepsa has a Data Protection Officer, to whom you may refer any questions concerning the processing of your personal data, via e-mail [dpo@cepsa.com](mailto:dpo@cepsa.com) with the subject as "Data Protection". Additionally, the data subject is informed that they may address any type of claim regarding personal data protection to the Agencia Española de Protección de Datos (Spanish Data Protection Agency), [www.aepd.es](http://www.aepd.es).

**6.- CLAIMS FOR QUANTITY AND/OR QUALITY OF GAS OIL.-** Only those claims for quantity that are formulated in writing on the delivery note at the time of receipt of the product will be admitted. Complaints related to the quality of the product must be sent in writing to CEPSA within a maximum period of thirty (30) days from the date of delivery. Such claims will only be accepted for samples taken from the tanker prior to unloading. Claims will only be accepted on product samples taken from the CUSTOMER'S tank when the CUSTOMER can prove the exclusivity of supply by CEPSA of the totality of the product in the tank, and justifies the cleaning of the tank in a period of less than five (5) years. The number of samples to be taken shall be three, which, duly sealed and unequivocally identified by the order number, shall be delivered one to the CUSTOMER, another to CEPSA and the third shall be sent to CEPSA's laboratories for analysis. In the event of disagreement with the results of the analyses performed by the aforementioned laboratory, an independent accredited laboratory shall be called upon, whose decision the parties shall abide by without appeal. The inspection costs of the independent laboratory, of which the CUSTOMER shall be informed in advance, shall be borne by the CUSTOMER if the product conforms to the specification.

**7.- TECHNICAL ASSISTANCE.-** At the request of the CUSTOMER, CEPSA will provide the necessary technical assistance in order to advise the CUSTOMER on aspects related to the storage and use of the products supplied.