General Terms and Conditions of Use (GTCU)

Welcome to the address https://www.diagotrucks.com/ (hereinafter « the Website »). When connecting to the website, you agree to have read, understood and accepted, without limitation or reservation, this document (hereinafter "General Terms and Conditions of Use" or "GTCU"). You also undertake to read the personal data and cookies charter available on the Website at the following url PersonalDataandCookies-Diagotrucks.pdf. Please note that if you visit other TotalEnergies company websites, different general terms and conditions of use and policies related to personal data protection, or any other document relating to the protection of personal data, apply to these websites. It is recommended that you carefully read their legal notices.

The companies within the TotalEnergies company have their own legal existence and independent legal status. The company publishing the Website (hereinafter "the Website Publisher") belongs to the TotalEnergies company. "TotalEnergies", "TotalEnergies company" and "Company" generally refers to TotalEnergies SE and/or its subsidiaries and affiliates; a subsidiary is a company in which TotalEnergies SE directly or indirectly holds a majority of the voting rights. Likewise, the words "we", "us" and "our" are used to refer to the Website Publisher or any company of the TotalEnergies company in general or to those who work for them. These expressions are also used where no useful purpose is served by identifying the particular company or companies. It cannot be inferred from these expressions that TotalEnergies SE or any of its subsidiaries or affiliates are involved in the business and management of any other company of TotalEnergies company.

1. Identity

1.1 Website Publisher

TotalEnergies Lubrifiants, S.A with the capital of 27,085,708 EUROS, whose head office is located at 562 avenue du Parc de l'ile 92029 Nanterre Cedex - France and registered in the Trade and Companies Register of Nanterre under number 552 006 454 R.C.S.

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Publication Director: Véronique JOLIVET

1.2 Website Hosting Company

AMAZON WEB SERVICES EMEA SARL, whose head office is located at 38 Av. John F. Kennedy, 1855 Neudorf-Weimershof Luxembourg.

Phone number: +35226733300

2. Definitions

Terms and expressions identified by capitalization in the GTCU have the following meanings, whether used singular or plural:

"Account": refers to the unique space reserved for the User, accessible at the end of the registration and allowing the User to use the services offered on the Website.

"User": refers to any person who has an Account and accesses the Website

3. Access and registration

GTCU have been developed to govern the Website use. In the field of technology and communication, they supplement the charters and other texts applicable within the Company: Code of conduct, internal regulations, charter for the use of IT resources, etc.

Any User of the Website must respect the principles established by the GTCU which define a general and common framework for all to avoid inappropriate use of the Website. They apply to all the features of the Website.

3.1 Conditions of access to the Website

Each User acknowledges to comply with the GTCU and the laws in force, and in particular:

- have the necessary skills and means to access and use the Website;
- consent to the Website Publisher and its partners, as the case may be, the right to make any use of the information provided (other than personal data);
- check that the internet configuration used does not contain any viruses and is in perfect working order;
- to keep confidential logins and passwords that the Website Publisher may transmit to the User and therefore be responsible for their use and security. The Website Publisher reserves the right to suspend access to the Website in the event of fraudulent use or attempted fraudulent use of such access.

3.2 Registration procedure to the Website

To use the Website, the User must create an Account by providing the requested information. The User will request the creation of his account from his TotalEnergies contact who will create an access for him. The User will then receive an email inviting him to choose a password that is sufficiently secure. Once registered, the User will be able to connect to his Account on the Website with the identifiers provided during registration.

3.3 Deletion of User Account

The User Account is deleted after 1 year of inactivity on the Website.

4. Use and Undertakings of the User

4.1 Use of the Website

On the Website, the User will have the possibility to:

- Consult oil analysis reports from samples previously sent and analyzed in one of LubAnac laboratories;
- Register new oil sample information, and correct machine, part or sample information (except with consultant profile. Type of profile is chosen by User's TotalEnergies technical or commercial delegate);
- Browse technical documents;
- Request analysis kit (if option activated by User's TotalEnergies technical or commercial delegate);
- Access a data analysis service based on oil analysis reports (subject to payment of LubAnac exam subscription fees).

4.2 Undertakings of the User

The User acknowledges that:

- the GTCU apply to any User authorized to use the Website;
- the Website is intended for professional use;
- each User is identified and speaks on his/her behalf on the Website.

The User also undertakes to:

- protect personal data in accordance with applicable law and internal standards. It shall refrain from any use that would be contrary to the regulations in force, public order and morality;
- provide accurate, complete, sincere, unambiguous information and ensure, as necessary, that it is updated in the event of changes;

- have all the rights and authorizations necessary to provide the information and content published.

5. Intellectual property

5.1 Principle

All information or documents (texts, animated or static images, sounds, photographs, know-how, quoted products) displayed on the Website as well as all elements created for the Website and its general structure, are either the property of the Website Publisher or the TotalEnergies company, or are subject to use, reproduction and representation rights that have been granted to such. These information, documents and items are subject to laws protecting copyright insofar as they have been made available to the public on this the Website. No license or any right other than to view the Website has been granted to any person with respect to intellectual property rights. Reproduction of the Website documents is authorized solely as information for personal and private usage. Any reproduction and any use of copies made for other purposes is expressly prohibited and subject to the prior and express authorization of the Website Publisher. In all cases, the authorized reproduction of information displayed on the Website must quote the appropriate source and ownership.

5.2 Distinguishing Marks

Unless otherwise stated, company names, logos, products and brands quoted on the Website are the property of the Website Publisher or the TotalEnergies company, or are subject to use, reproduction or representation rights that have been granted for their benefit. They may not be used without the prior written consent of the Website Publisher.

5.3 Databases

Any databases made available to you are the property of the Website Publisher, which has the status of database producer. You are prohibited from extracting or reusing any qualitatively or quantitatively substantial part of the databases, including for private purposes.

5.4 Photos – Videos Credits

Rafiki/Storyset, Gorodenkoff/istockphoto, Golden Design.

6. Hyperlinks

6.1 Activation of links

The Website Publisher formally declines any liability for the content of the websites to which it provides links. Please consult the general conditions of use and the personal data and cookies

policy, or any other document relating to the protection of personal data, of these websites in order to understand their practices. The decision to activate the links is made solely by the Users. The Website Publisher may modify or delete a link on the Website at any time.

6.2 Authorization of links

If you wish to create a hypertext link to this the Website, you must obtain the prior written consent of the Website Publisher by using the contact details mentioned at the end of the GTCU.

7. Formal Notice

7.1 Liability

Information and recommendations available on this the Website (hereinafter "Information") are provided in good faith. They are supposed to be correct at the time they are published on the Website. However, the Website Publisher neither represents nor guarantees the completeness and accuracy of the Information. You fully assume the risks associated with the credit you give them. The Information are provided to you on the condition that you or any other person who receives them can determine its interest for a specific purpose before using them. In no event shall the Website Publisher be liable for any damages that may result from the reliance on or use of the Information. The Information should not be considered as recommendations for the use of information, products, procedures, equipment or formulations that would be in contradiction with any intellectual property right. The Website Publisher declines any liability, express or implied, if the use of the Information contravenes an intellectual property right.

The Website Publisher, and any TotalEnergies company, categorically rejects any interpretation which may assimilate the content of its websites with offers to purchase or incentives to acquire shares or other negotiable securities, listed or unlisted, from the Website Publisher or any other TotalEnergies company. No warranty, express or implied, is given regarding the commercial nature of the Information provided, nor as to their suitability for a particular purpose, nor as to the products referred to in such Information. Under no circumstances the Website Publisher undertakes to update or correct the Information that will be published on the Internet or on its web servers. The Website Publisher reserves the right to modify or correct the content of its websites at any time without prior notice.

The Website Publisher does not guarantee, without this list being exhaustive, that the Website operates without interruption and that the servers that provide access to it and/or third-party sites for which hypertext links refer do not contain viruses.

7.2 Forward-Looking Statements

The documents presented on the Website may contain forward-looking statements about the Company (including objectives and trends) and forward-looking statements within the meaning

of the Private Securities Litigation Reform Act of 1995, including statements regarding TotalEnergies financial condition, results of operations, business and strategy.

The forward-looking statements contained in these documents are based on economic data and assumptions made within a given economic, competitive and regulatory environment. They may prove to be inaccurate in the future and depend on risk factors that could cause actual results to differ materially from those contemplated, such as, but not limited to, changes in exchange rates, the price of petroleum products, the ability to achieve cost reductions or efficiency gains without undue disruption to operations, environmental regulatory considerations and general economic and financial conditions. Similarly, some financial information are based on estimates, particularly when assessing the recoverable amount of assets and the amounts of any impairment losses.

Neither TotalEnergies nor any of its subsidiaries assumes any obligation to update or revise, in particular as a result of new information and/or future events, any or all of the statements, forward-looking statements, trends or objectives contained in these documents. Additional information concerning factors, risks and uncertainties that could affect the Company's financial results or business are also available in the most up-to-date versions of the Document de référence / Document d'enregistrement universel filed in France with the Autorité des marchés financiers and the annual report on Form 20-F filed with the United States Securities and Exchange Commission ("SEC").

8. Updates of the Website GTCU and applicable law

The Website Publisher may update the GTCU of the Website at any time. Users are invited to regularly refer to the latest current GTCU available on the Website.

If one or more provisions of the GTCU are found not to be applicable or prohibited by public policy regulations, the other provisions of the unaffected GTCU shall remain applicable to Users to the extent permitted by such regulations.

The GTCU are subject to French law and fall within the jurisdiction of the competent French courts.

9. Contact

For any question related to the GTCU of the Website, you can contact us at the following email address ms.contact-lubrifiantssgci@totalenergies.com or at the following postal address TotalEnergies Lubrifiants SA, 562 avenue du Parc de l'ile 92029 Nanterre Cedex - France.