



Confidential

Terms and conditions

Chevron Belgium BV

July 2026

1. definitions

- **Anti-Bribery and Anti-Tax Evasion Laws:** means any applicable foreign or domestic anti-Evasion Laws bribery and anti-corruption laws and regulations, as amended from time to time, including, but not limited to, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the UK Serious Crime Act and any laws and regulations relating to anti-money laundering or tax avoidance legislation (including, but not limited to, the UK Criminal Finances Act 2017);
- **Chevron Business Point** means Chevron's online ordering tool;
- **Chevron Price List** means the price list (as updated from time to time by Chevron) for the Products made available to the Buyer on Chevron Business Point or sent by Chevron to the Buyer by email;
- **Component** means any crude oil, petroleum products, additives or other raw material from which the Products would primarily be manufactured in accordance with the general practices of the petroleum industry;
- **Losses** means costs (including reasonable legal costs), claims, damages, liabilities, fines, penalties and expenses;
- **Products** means those lubricants, greases and other products ordered by the Buyer from Chevron under this Agreement (as amended from time to time by mutual agreement of the Parties);
- **Working Day** means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday in Belgium.

2. products

Chevron shall sell the Products to Buyer and Buyer shall purchase the Products from Chevron; provided, however, that nothing herein requires Chevron to sell any particular quantity of Products to Buyer until Chevron has received a purchase order from Buyer and has confirmed in writing that it is able to supply the Products ordered. A Product List (as updated from time to time by Chevron) will be made available to Buyer. Chevron shall make available, at its sole discretion, to Buyer Product Data Sheets (pds) and other documentation (including labelling or current technical information relating to the Products) free of charge. Unless otherwise provided in this Agreement, Buyer shall not reproduce, communicate to the public, translate, arrange or adapt in any way any documentation or incorporate any documentation in its own

advertising, promotional or sales materials without Chevron's prior, explicit and written consent.

3. warranty

Except as expressly set out in this Agreement all warranties and representations whether of merchantability or fitness for a particular purpose, condition or other, whether expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law. Chevron shall not be liable, in the absence of negligence attributable by law to Chevron, for death or personal injury howsoever caused. In all instances, Buyer should confirm that the Products selected are consistent with the original equipment manufacturer's recommendations for the equipment operating conditions and Buyer's maintenance practices. Buyer must verify that the selected Products are suitable for Buyer's intended use. Buyer acknowledges and agrees that Chevron is not familiar with Buyer's specific equipment, the particular application or the operating environment in which the Products are to be used.

4. prices and vat

The prices which Buyer shall pay for Products shall be those published in the Chevron Price List in force at the date of each order. Chevron shall be entitled to adjust the prices as published in the Chevron Price List on a quarterly basis, provided that, subject to clause 39, Chevron shall give the Buyer no less than thirty (30) days' prior written notice of any price change. Notwithstanding the foregoing, if a change in market conditions increases the costs incurred or to be incurred by Chevron or a Chevron Affiliate to perform its obligations under this Agreement, then it shall be entitled upon (fourteen) 14 days' prior written notice to amend the prices to reflect such increase in costs. Any variation from the minimum delivery requirement, announced volume, lead times or method of delivery may require a new price. Unless otherwise specified, prices are exclusive of delivery to Buyer's depot. Where value added tax, a goods and services tax or a similar tax (collectively, "**VAT/GST**") becomes payable under local applicable rules, Chevron shall issue a valid tax invoice setting out such VAT/GST and the date for its payment. Payment of such tax shall be made to Chevron in addition to the agreed sales price. Such invoice may be rendered in either local currency of the country in which such tax is payable or, at Chevron's option, in the invoicing currency for the goods, converted at the appropriate exchange rate prevailing at the date of the tax point under the relevant VAT/GST rules, provided that the amount of VAT/GST payable is expressed in the national currency of the country in which the tax is payable. The Buyer may request that Chevron issue invoices with respect to the Products that indicate a zero-rating with

respect to VAT. Subject to applicable laws and being supplied with the required documentation by Buyer to support this position, Chevron will comply with any such request. Buyer will indemnify Chevron for VAT and all associated claims, expenses, and costs for any failure to provide required documentation or any failure to meet the requirements in applicable laws. Chevron may, at its sole discretion, charge Buyer the following Supplemental Delivery Charges: a Less-Than-Minimum-Quantity Fee, Rush Order fee, Insufficient ullage fee, Packaged Product return fee, Cancellation fee, Split pallet fee and/or any other reasonable fee as Chevron determines in its sole discretion.

5. delivery timing, supervision and buyer receipt

Deliveries shall be made during the business hours of Chevron or its delivery agent on Working Days (unless otherwise agreed by the Parties at Buyer's additional cost) and Buyer shall be available to receive that delivery. All deliveries must be supervised by Buyer or its authorized representative. Buyer must: (a) ensure the delivery note is accurate and that the goods supplied match those ordered; and (b) sign the delivery note both before and after the delivery. Chevron's measurements of Products delivered shall be final except in the case of manifest error. Chevron and Buyer must also complete the CMR consignment note.

6. delivery of bulk products

Bulk Products shall be delivered to Buyer's bulk lubricant storage. Delivery of bulk Products shall be deemed to take place when they pass the outlet end of the hose of the delivery vehicle into the receiving tank. Buyer or its representative shall: (a) accurately complete a tank audit report in the form submitted by Chevron for each tank into which bulk Products will be delivered, including if an existing tank is altered; (b) be responsible for ensuring that the storage into which the delivery of bulk Products is to be made will accommodate the full quantity ordered and that the tank capacity and bulk Product grade are clearly marked on the tank; (c) be responsible for ensuring the hose of the delivery vehicle is connected to the correct feed on Buyer's tanks and that the tanks and hoses are managed properly; and (d) prior to the delivery of bulk Products, sign a certificate specifying which tanks are to receive the delivery. Chevron will not deliver any bulk Products to a tank for which Buyer has not provided a tank audit report or to any tank which failed such audit. Buyer shall be liable to pay for the amount ordered even if the full amount cannot be delivered. Chevron is not responsible for dipping, checking or testing Buyer's tanks.

7. delivery of packaged products

Delivery of packaged Products by Chevron will be deemed to take place at the commencement of offloading operations of each package from the delivery vehicle. The Incoterm (2020) applied will be defined in the Commercial Provisions of this Agreement.

8. risk & title

Risk in the Products shall pass to Buyer upon delivery to Buyer. Title in the Products shall not pass to Buyer until Chevron receives payment in full in cleared funds in respect of all amounts outstanding from Buyer to Chevron both in respect of the Products or any other sums which are or become due to Chevron from Buyer.

9. order details

Buyer must complete all sections of the order form. Incomplete orders will not be valid or binding upon Chevron.

10. order quantities and conditions

Bulk Products. Minimum 1,000L for bulk, unless determined otherwise by Chevron. Product quantities per order are subject to available vehicle tank configuration. Packaged Products. Minimum FULL pallet(s). FULL Pallet configurations: Drums; 4/pallet Pails; 32/pallet, 60L; 9/pallet, Carton 4L; 40/pallet and Carton 1L; 65/pallet. Full pallets per Product are recommended to be maximized whenever possible per truckload. Full pallet quantities per Product will be provided to Buyer by Chevron. Split pallets are to be avoided and if ordered, Chevron may apply a mutually agreed fee.

11. orders, cancellations or amendments

To amend or cancel any order, Buyer must make a request to Chevron within twenty-four (24) hours of placing the order and obtain the written consent of a Chevron Customer Service Representative. An additional administration fee may be payable. Orders placed outside normal business hours may only be amended or cancelled if a request is made to Chevron by no later than 5pm the following Working Day and agreed to in writing by a Chevron Customer Service Representative.

12. lead times

Subject to clause 39, Chevron shall use reasonable endeavors to deliver all Products ordered by Buyer in accordance with this Agreement within ten (10) Working Days for Bulk and packaged Products, unless otherwise directed by a Chevron Customer Service Representative in writing, or as otherwise estimated and notified to Buyer by Chevron at the time the order is placed. Time of delivery is not of the essence. In order for Chevron to be able to use reasonable endeavors to deliver all Products ordered by Buyer within beforementioned times, Buyer shall provide Chevron with a three (3) month rolling forecast of its expected sales volume for each quarter, by product and package, one (1) month prior to the end of the preceding quarter.

13. product returns

Buyer may be liable for delivery charges relating to any returned Products. Unopened Packaged Products may only be returned within ten (10) Working Days of the original delivery date and in the same condition as when first delivered. If Buyer has ordered Packaged Products in error, these may be returned to Chevron provided that (i) the returned unopened Packaged Products meet their specifications; (ii) have not exceeded their shelf life; (iii) are in good and saleable condition as determined by Chevron at its sole discretion; (iv) with Chevron's prior written consent; and (v) provided Buyer pays Chevron's administration and return fees in advance. Please note that border delays may result in increased administration and return fees.

14. claims

Notice specifying details of any claim of defect, damage, variance of description, variance of quality or variance of quantity shall be given by Buyer to Chevron at the time of delivery for visible defects/damage/variance and within five (5) Working Days of delivery for non-visible defects/damage/variance. Any claim for non-visible defects/damage/variance shall in all instances be given and notified by Buyer to Chevron within five (5) Working Days after the Buyer has (or reasonably should have) discovered the defect/damage/variance. In default of any such notice Chevron shall not be liable in respect of such damage, defect or variance, and Buyer, shall be liable to pay for the full quantity of the Products to which the relevant invoice relates.

15. product recommendations

In all instances, Buyer shall confirm that the Products selected are consistent with the original equipment manufacturer's recommendations for the equipment operating conditions and Buyer's maintenance practices. It is Buyer's responsibility to verify that the selected Products are suitable for Buyer's intended use. Buyer acknowledges and

agrees that Chevron is not familiar with Buyer's specific equipment, the particular application or the operating environment in which the Products are to be used and Buyer's only recourse against Chevron arising from or relating to the Products is as set forth in Clause 3 hereof – "Warranty".

16. Payment term & non-payment

Unless otherwise specified between the Parties, the payment term is net thirty (30) days from the date of Chevron's invoice by Direct Debit. If Buyer fails to pay an invoice when due or the financial standing or credit rating of Buyer deteriorates, Chevron may by written notice to Buyer forthwith: (a) suspend supplies of Products to Buyer for such period as Chevron shall deem reasonable; (b) terminate this Agreement without prior court intervention; or (c) require payment in cleared funds prior to any future delivery of Products. Buyer shall not be entitled by reason of any set-off, counter-claim, abatement, or other similar deduction to withhold payment of any amount due to Chevron.

17. financial security

Buyer shall periodically provide to Chevron that financial information or security deemed necessary by Chevron to support any credit extension. If the financial capacity of Buyer becomes impaired or unsatisfactory to Chevron in the sole judgment of Chevron, advance cash payment or security satisfactory to Chevron shall be given by Buyer on demand by Chevron and deliveries may be withheld until such payment or security is received.

18. credit line

The Parties acknowledge that Buyer's line of credit for the Products is set by Chevron and may be amended by Chevron from time to time, of which Buyer shall be notified in advance in writing. In the event that Buyer's line of credit with Chevron is exceeded as a result of Buyer placing further orders for Products or otherwise, Chevron may request early payment of any outstanding invoices. The Parties acknowledge that this arrangement is a variation to Chevron's standard payment and/or credit terms.

19. hazards

Buyer shall disseminate to all persons whom Buyer ought reasonably to foresee may be exposed to possible hazards from the Products (including, without limitation, Buyer's employees and contractors), any health and safety information, including material safety data sheets, received by Buyer from Chevron.

20. brand protection

Products covered by this Agreement may not be resold or otherwise disposed of by Buyer under any Chevron or Texaco trademarks, brand names or any name or names similar thereto except with the prior written consent of Chevron.

21. termination

Either Party may unilaterally and with or without cause terminate this Agreement upon ninety (90) calendar days' prior written notice to the other Party. Chevron may immediately suspend deliveries or terminate this Agreement, without prior notice and without prior court intervention, in the event Buyer: (a) breaches any term of this Agreement; (b) becomes insolvent or unable to pay its debts when due, enters into either compulsory or voluntary liquidation (other than for the purpose of amalgamation, reconstruction or reorganisation), has an encumbrancer taking possession of or receiver appointed over all or part of its assets or undertaking, ceases or threatens to cease to carry on business, becomes subject to execution proceedings or makes any voluntary arrangement with its creditors or becomes

subject to an administration or judicial management order; or (c) there is a change of control of Buyer. For the purposes of these Commercial Provisions, 'change of control' shall mean the sale of all or substantially all the assets of the Buyer; any merger, consolidation or acquisition of the Buyer; or any change in the ownership of more than fifty percent (50%) of the issued share capital of the Buyer. Termination hereunder will be without prejudice to either Party's accrued rights and will not affect any clause or provision that is expressly or by implication intended to continue in force on or after termination.

22. limitation of liability

In no event shall Chevron or its delivery agent be liable to the Buyer, nor Buyer liable to Chevron or its delivery agent for (a) loss of actual or anticipated profit; (b) Losses caused by business interruption; (c) loss of goodwill or reputation; (d) loss of use; or (e) any indirect, special, extraordinary or consequential Losses even if such Losses were reasonably foreseeable or might reasonably have been contemplated by Chevron or the Buyer and whether under tort, contract, strict liability, negligence, statute or otherwise, howsoever arising out of, connected to or related to the performance or breach of this Agreement.

Each Party shall notify the other Party of any claims against the other Party arising from this Agreement as soon as possible and in any event no later than six (6) months from date Buyer should have first known of such claim.

Without prejudice to the above provisions, to the maximum extent permitted by law, Chevron's maximum aggregate liability to the Buyer arising from or in connection with any delivery of Products under this Agreement howsoever arising shall not exceed in aggregate the price payable by the Buyer for such delivery.

23. force majeure

A Party shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if fulfilment has been delayed, hindered or prevented by any circumstance whatsoever which is not within that Party's reasonable control (including breakdown or failure of its contractors' or suppliers' equipment or labour difficulties of any sort, compliance with any order or request of any national, provincial, port or any other public authority). Chevron shall not in such circumstances be liable to acquire by purchase or otherwise additional quantities from other suppliers or to compensate Buyer in the event of Buyer's purchasing alternative products from other suppliers at a higher price.

24. notices

Notices given hereunder must be in writing and delivered by hand, courier or pre-paid recorded post to the other Party at the address set forth in the Commercial Provisions or at such address as either Party may designate in writing to the other. Any notice shall be deemed to have been given upon the addressee's receipt thereof. Except for notices for assignment, termination or legal proceedings, the Parties may exchange messages regarding the performance of this Agreement by email to the address specified in the Commercial Provisions. Emails shall be deemed received on the Working Day after the date of sending. Emails are only valid if actually received and the sender bears the risk of a failure in transmission.

25. confidentiality

Except to the extent required by applicable law, each Party shall keep confidential and shall not without the prior written consent of the other disclose to any third party any technical, commercial or confidential information which it has acquired from the other Party as a result of discussions, negotiations or other communications between

them pursuant to this Agreement. Chevron may publicise the fact that Buyer is a customer of Chevron.

26. compliance with laws

The Parties shall comply with all applicable laws, regulations, codes of practice and orders (including environmental and health and safety legislation) relating to the storing, handling, transportation, use, sale and disposal of Products.

27. governing law and jurisdiction

Any contractual or non-contractual dispute arising out of or in connection with this Agreement, its subject matter or formation shall be governed by and construed in accordance with Belgian law, without reference to its conflict of law principles. The Parties shall first attempt to resolve any dispute in good faith. If such efforts prove unsuccessful, each Party agrees to consider the use of mediation, or other alternative dispute resolution techniques prior to resorting to litigation. If such attempts and techniques are unsuccessful, the courts of Belgium shall have exclusive jurisdiction to settle any dispute arising out of this Agreement.

28. conflict of interest, records and audits

Neither Buyer nor any of its representatives shall give to, or receive from, any representative of Chevron (or any of its affiliates) any commission, fee or rebate, or any gift, entertainment or other benefit of more than nominal cost or value in connection with Products to be supplied under this Agreement, or enter into any other business arrangement with any officer, director or employee of Chevron (or any of its affiliates) without the prior consent of Chevron. Buyer shall promptly notify Chevron of any violation of this clause. Buyer shall defend and indemnify Chevron from and against all Losses arising out of a breach of this clause. Buyer shall maintain complete and accurate records in connection with this Agreement and shall retain them for at least twenty-four (24) months after Buyer's final order of Products. Buyer shall assist Chevron in making any audit of such records for the sole purpose of determining whether there has been compliance with this clause.

29. data protection and information security

As a result of this Agreement, Buyer's Personal Data – such as certain of Buyer's information set out in the Commercial Provisions – will be added to Chevron's customer database. It is not anticipated that personal data will otherwise be processed by either Party on behalf of the other as a result of this Agreement. However, if either Party begins any such processing, it will immediately notify the other and the Parties will agree separate written terms sufficient to comply with any applicable data protection legislation. For the purposes of this clause, "**Personal Data**" means any information that can be used directly or indirectly, alone or in combination with other information, to identify an individual. If access is granted to Chevron's electronic systems, Buyer shall comply with Chevron's written instructions concerning information technology security practices.

30. export of products

If Buyer exports any Products outside of Belgium/E.U., Buyer shall be the exporter of record and responsible for obtaining all necessary permits, licenses, authorisations and clearances for export of any Products purchased hereunder. As the exporter of record, Buyer shall prepare and file all necessary export documents and strictly comply with all applicable E.U., U.K. or U.S. export regulations and trade sanctions, including, but not limited to, the U.S. Export Administration Regulations, U.S. Federal Trade Regulations and U.S. Anti-Boycott laws. Buyer shall pay the costs of customs formalities necessary for exportation of any Products sold under this Agreement.

Buyer shall execute and deliver, or cause to be executed and delivered, to Chevron such certificates and other documents, including certificates of discharge, as may be requested from time to time by Chevron. In the event that Buyer fails to execute and deliver such documents as Chevron may request in a timely manner, Buyer shall be responsible for any Losses incurred by Chevron, and Chevron may forthwith suspend this Agreement. Buyer shall not make any disposition of Products purchased from Chevron by way of transshipment, re-export, diversion or otherwise contrary to E.U., U.K. or U.S. export regulations and trade sanctions, nor shall Buyer (re-)export any Products (i) to Russia or Belarus or (ii) for use in Russia or Belarus. In the event the Products are loaded from an EU member state then, in accordance with Article 12g of Council Regulation (EU) no 833/2014 and Article 8g of Regulation (EC) No 765/2006, as amended from time to time (the "**Articles**"), where the Products or part thereof falls under a commodity code subject to the restrictions set out in the Articles:

The Buyer shall not, and shall not permit the export, re-exportation or diversion of the Product to the Russia Federation and Belarus or for use in the Russia Federation and Belarus; and

- (i) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (i) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (ii) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (i).
- (iii) The Parties agree that any breach of this clause shall be deemed a material breach of the Agreement and (i) the Distributor shall be liable to Chevron for any and all costs and liabilities that Chevron incurs as a result of the breach and/or (ii) Chevron shall be entitled to suspend or terminate the Agreement with immediate effect upon such a breach.
- (iv) Notwithstanding anything else contained herein, sub-clause (iii) is expressly excluded from the scope of any limitation of liability clause and shall not be subject to any time-bar contained in the Agreement.
- (v) The Buyer shall immediately inform Chevron about any problems in applying the above paragraphs (i) and (ii), including any relevant activities by third parties that could frustrate the purpose of paragraph (i). The Buyer shall make available to Chevron information concerning compliance with the obligations under the above paragraphs (i) and (ii) within two weeks of the simple request of such information.

Breach of this clause shall amount to a material breach of this Agreement and shall entitle Chevron, at its sole discretion, to terminate the Agreement with immediate effect.

31. no agency

Buyer shall not represent itself as an agent of Chevron nor make any representation promise or guarantee on Chevron's behalf or with reference to the Products beyond those contained in material supplied by Chevron.

32. severance

If any provision of this Agreement is void, illegal or unenforceable in whole or in part, the other provisions, including the remainder of the affected provision, shall remain in full force and effect.

33. waiver

The right of either Party to require strict performance by the other of any obligations imposed upon the other by this Agreement shall not in any way be affected by any previous waiver, forbearance or course of dealing.

34. variation

Chevron may amend this Agreement from time to time upon reasonable notice to Buyer.

35. assignment

This Agreement shall not be transferred, assigned or novated by either Party without the written consent of the other, which consent shall not be unreasonably withheld; save for that Chevron may freely transfer, assign or novate its rights and obligations hereunder to an affiliate.

36. entire agreement

Save for the fact that nothing in this clause shall limit or exclude liability for fraud, this Agreement constitutes the entire agreement between the Parties with respect to its subject matter and expressly supersedes any previous oral or written representations, communications, agreement or understanding relating thereto. Each Party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, warranty, assurance or promise (whether made innocently or negligently) that is not set out in this Agreement.

37. conflict of terms

No document submitted by Buyer to Chevron will modify or supplement this Agreement, regardless of any provision to the contrary in such document.

38. sanctions

Neither Party shall be obliged to perform any obligation otherwise required by the Agreement (including without limitation an obligation to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in any other acts) if this would be in violation of, inconsistent with, or expose such Party to punitive measures under, any laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements of the United Kingdom, the EU, any EU member state, the United Nations or the United States applicable to the Parties relating to trade sanctions, foreign trade controls, import and export controls, non-proliferation, anti-terrorism and similar laws.

Subsequently, Buyer agrees and acknowledges that:

- (1) Buyer shall not, directly or indirectly, transport, sell, export/re-export, trade or otherwise offer Products in any transaction to any person, entity, or entity owned or controlled by any person who appears on any Sanctions List or to a person located in any jurisdiction in contravention of any United States, Belgian, European Union law or regulation.

For the purpose of this Article, the “**Sanctions List**” means any of

- (a) the Specially Designated Nationals and any Blocked Persons List maintained by the Office of Foreign Assets Control in the United States Department of Treasury, United States Department of State or United States Department of Commerce;
- (b) the HM Treasury's Consolidated List of Financial Sanctions Targets; and

- (c) the Consolidated List of Persons, Groups or Entities Subject to EU Financial Sanctions issued by the European External Action Service.

- (2) Buyer shall provide advance notice to Chevron if Buyer or any of its Affiliates or any third party (with whom it has dealings in connection with this Agreement) seeks to engage in the transactions as described in (1) above.

- (3) Without limiting the generality of the foregoing (1) and (2):

- (a) Buyer will not, and will not permit any Affiliate or third party to, market and sell (directly or indirectly) any Product to any person who appears on any Sanctions List;
- (b) Buyer will promptly notify Chevron if Buyer becomes aware or believes that Buyer or any Affiliate or third party (with whom it has dealings in connection with this Agreement) may be:
 - the target of, or owned or controlled by, any person who appears on any Sanctions List;
 - employs or contracts with any person on any Sanctions List in connection with the performance of any activities related to this Agreement; or
 - marketing or selling (directly or indirectly) any Product to any person who appears on any Sanctions List.

- (c) Buyer shall provide Chevron with 90 days' advance notice of the names and addresses of any member of Buyer's group which may be the target of, or owned or subject to control by, any country or person that is subject to economic sanctions or trade restrictions imposed by the U.S. government; debarred or excluded or declared ineligible to participate in U.S. government contracts, or contracts, grants, or other programs financed in whole or part by the U.S. government; or listed by the U.S. Departments of Commerce or State as an entity which U.S. persons may not engage in export or re-export related transactions. Buyer group personnel performing any activities related to this Agreement must not be citizens or permanent residents of countries subject to comprehensive U.S. trade sanctions without Chevron's prior written consent. Buyer shall provide information or documentation necessary for Chevron to verify and/or secure any required trade licenses or authorizations as appropriate.

- (4) Breach of paragraphs (1), (2) and (3) above by Buyer will entitle Chevron to terminate this Agreement immediately on written notice to Buyer and the Buyer shall be required to indemnify Chevron for any and all direct, indirect or consequential losses, damages, expenses, liabilities, claims, demands, proceedings, judgments, settlements, penalties, fines, costs (including legal costs, other professional costs and the costs of enforcements), and the expenses of investigating and defending any claims (including legal fees and disbursements, consultants' fees and disbursements and other professional fees and disbursements) whatsoever arising from such breach.

39. shortage of components or products

Notwithstanding and without prejudice to any other provision of the Agreement, Chevron may suspend, reduce or stop deliveries of any Products to the Buyer in such manner as Chevron may in its sole discretion determine, and shall have no liability whatsoever to the Buyer in connection therewith, if: (a) in Chevron's sole opinion,

there is a shortage of Products or any Components at any suppliers such that Chevron or its affiliates expect that they will not meet their own requirements and the requirements for sales to customers of all kinds; (b) in Chevron's sole opinion, performance by Chevron becomes impracticable for any reason whatsoever, including without limitation due to any priorities, rationing or allocations of any Products or Components; and/or (c) if Chevron's cost of performance is increased and Chevron cannot recover such increased cost by an increase in the price to be paid by the Buyer for any reason whatsoever.

[40. anti-bribery and anti-tax evasion](#)

Each party represents and warrants that it shall comply with all applicable Anti-Bribery and Anti-Tax Evasion Laws, and shall not commit (nor shall its employees, officers, directors or agents commit) an offence of making or receiving a bribe, an offence of cheating the public revenue or an offence consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax by itself or any other person.