

**COURT
JUDICIAL OF
PARIS**



34th Chamber

N° RG 22/02955 N° Portalis 352J-W-B7G-CWJK L

MINUTE NO.:

Assignment of:
02 March 2022

JUDGEMENT
delivered on October 23, 2025

PLAINTIFFS

Association Greenpeace France
13 rue d'Enghien
75010 PARIS

Friends of the Earth France Association
47 avenue Pasteur
93100 MONTREUIL

Association Notre Affaire à Tous
31 Rue Bichat 75010
PARIS

*represented by **Maître Clémentine BALDON**, lawyer at the PARIS Bar,
cloakroom #G0526*

DEFENDANTS

S.A. TotalEnergies Electricité et Gaz France
2 bis rue Louis Armand 75015
PARIS

Société TotalEnergies SE
La Défense 6 - 2, place Jean Millier 92400
COURBEVOIE

*represented by **Maître Cyril PHILIBERT and Maître Françoise
LABROUSSE**, Attorneys at the Paris Bar; cloakroom #J0001*

Copies issued on:

Me BALDON - G526 (executory dispatch)

Mr. PHILIBERT - J001 (CCC)

COMPOSITION OF THE TRIBUNAL

Mrs. Laure ALDEBERT, 1st Vice-President

Mr Paul RIANDEY, Vice-President Mr Pierre

CHAFFENET, Judge assisted by Mrs Alice

LEFAUCONNIER, Registrar

DEBATES

At the hearing of June 5, 2025 held in public hearing, notice was given to the parties that the decision would be rendered on October 23, 2025.

JUDGEMENT

Publicly made available to the registry

Contradictory

In the first instance

STATEMENT OF THE DISPUTE

1. The associations Greenpeace France, Notre Affaire à Tous and Friends of the Earth France are associations under French law, governed by the law of 1901, approved for the protection of the environment.
2. TotalEnergies SE is the holding company of the TotalEnergies Group, specializing in the energy industry, whose subsidiary, TotalEnergies Electricité et Gaz France, is in charge of the production of electricity and gas on the French market.
3. In May 2021, the Group announced the change of its name from "Total" to "TotalEnergies", in line with the evolution of its strategy and the activity of its subsidiaries focused on a multi-energy group.
4. On this occasion, it launched a major communication campaign, on various media, website, press, television and social networks.
5. In support of a finding made by a judicial commissioner on the internet on January 20, 2022, the applicant associations accuse the TotalEnergies group of having used misleading claims in this campaign for the attention of French consumers about its ambition to achieve carbon neutrality and its position as a major player in the energy transition, and the environmental performance of fossil gas and biofuel.
6. Considering that these broadcasts constitute prohibited practices of the greenwashing type, they summoned TotalEnergies (hereinafter TE) and TotalEnergies Electricité et Gaz France (TE&GF), on the basis of Articles L 121-1 et seq. of the Consumer Code, by extrajudicial writs

of March 2, 2022, before the Paris Judicial Court, with a view to putting an end to these actions and obtaining compensation, in addition to injunctions relating to the communication

of the group.

7. During the proceedings, by order dated May 16, 2023, the pre-trial judge declared inadmissible the ancillary voluntary intervention of the English association ClientEarth, and rejected the objections relating to the inadmissibility of the action of the Association Notre Affaire à Tous, and to the requests for injunctions.
8. **In their submissions no. 3, notified by RPVA on April 16, 2025**, the plaintiff associations request the court, on the basis of Articles L. 121-1 et seq., and L. 621-2 of the Consumer Code, Articles 1240 and 1241, 1252 of the Civil Code, Article L. 142-2 of the Environmental Code, Article 2 of the Environmental Charter, Articles 2, 5, 6, 7 and 12 of Directive 2005/29 and the case-law of the Court of Justice of the European Union, of:

Primarily,

CLASSIFY as misleading commercial practices within the meaning of Articles L. 121-1 et seq. of the Consumer Code, the allegations and omissions made by the companies TotalEnergies SE and TotalEnergies Electricité et Gaz France in the context of their communication to consumers, namely:

- Allegations relating to the fact that the TotalEnergies group has an *"ambition of carbon neutrality by 2050" (or "net zero 2050")*, that the group is or will become *"a major player in the transition"*, as well as those leading consumers to believe that the TotalEnergies group has adopted a climate strategy placing it on a trajectory compatible with a global *"1.5°"* trajectory in line with the Paris Agreement and existing benchmarks;

- Claims relating to the fact that fossil gas is a *"cheap"*, *"the least emitting"* energy as well as an *"essential complement to renewable energies"* or that its by-products have a carbon footprint *"lower than that of other fossil fuels"*, those using the lexical field of renewable energies to refer to fossil gas, as well as those leading consumers to believe that fossil gas is essential to the energy transition or desirable for decarbonising certain key sectors of the economy;

- Claims that biofuels would allow *"a reduction of at least 50% of CO2 emissions compared to their fossil equivalents"* or even *"90%"*, and would be an essential solution to decarbonize transport;

ORDER, consequently, that the above-mentioned allegations be deleted, within one week of service of the judgment to be delivered, subject to a penalty of EUR 20,000 per day of delay, from all commercial, advertising and promotional materials, in particular the <https://www.totalenergies.fr> and <https://www.totalenergies.com/fr> websites and online platforms used by the companies TotalEnergies

SE and TotalEnergies Electricité et Gaz France including Facebook, Instagram, X (formerly Twitter) and LinkedIn;

ORDER, as a result, the cessation of the broadcasting of advertising spots and online advertisements containing the allegations whose removal has been ordered by the decision to be made, on all broadcasting media contributing to the promotion of the group's products and services or its environmental commitments, within one week of the service of the judgment to be delivered, under penalty of 20,000 euros per day of delay;

ORDER the companies TotalEnergies SE and TotalEnergies Electricité et Gaz France to refrain from disseminating to consumers claims relating to the TotalEnergies group's environmental climate commitments (using terms such as *"energy transition"*, *"net zero"*, *"carbon neutrality"* and *"climate"*) that could be understood by the average consumer as a claim to contribute to the fight against climate change unless it ensures that such claims include a Informational message containing the following information:

(i) A message to be defined and specified in accordance with the standards in force at the time of the judgment to be rendered based on the following model:

"Fossil fuels (oil, natural gas and coal), such as those sold by TotalEnergies, are the dominant cause of climate change.

The Paris Agreement set a goal of limiting global warming to 1.5°C, which means net zero emissions by 2050. Beyond that, the effects of warming will worsen: rising sea levels, extreme weather events, biodiversity loss and species extinction, as well as food scarcity, deteriorating health and poverty for millions of people around the world.

To limit global warming to 1.5°C, in line with the Paris Agreement, greenhouse gas emissions must be reduced by at least 45% by 2030, which necessarily implies the reduction of fossil fuel production as well as the end of any investment in new oil or gas reserves. ";

and (ii) For comparison purposes, information on the expected evolution of the TotalEnergies Group's direct (scope 1) and indirect (scope 2 and 3) global emissions by 2030, its production plans until 2030 and its plans to open new oil and gas fields
;

CONDEMN jointly and severally the companies TotalEnergies SE and

TotalEnergies Electricité et Gaz France to have published, at their own expense, the operative part of the judgment to be delivered for a period of six months, preceded by the title *"Condemnation by the Paris Judicial Court for deceptive commercial practices"* and accompanied by a link to the full judgment in an insert on the home pages of the <https://www.totalenergies.fr> and <https://www.totalenergies.com/fr> websites and published on social networks

Facebook (<https://www.facebook.com/TotalEnergiesFrance>), X (<https://x.com/totalenergiesfr>), Instagram

(https://www.instagram.com/totalenergies_fr) and LinkedIn (<https://www.linkedin.com/company/totalenergies/>) within fifteen days of service of the judgment to be delivered, subject to a penalty of EUR 20,000 per day of delay;

CONDEMN jointly and severally the companies TotalEnergies SE and

TotalEnergies Electricité and Gaz France to have the operative part of the judgment to be delivered published at their own expense in five newspapers in which the companies have published the misleading commercial practices in question, at the option of the plaintiff associations, within one month of service of the judgment to be delivered, subject to a penalty of EUR 20,000 per day of delay and per newspaper;

In the alternative, on the basis of Article 1252 of the Civil Code

ORDER the companies TotalEnergies SE and TotalEnergies Electricité et Gaz France the removal, within one week of service of the judgment to be delivered, subject to a penalty of 20,000 euros per day of delay, of all commercial, advertising or promotional media, in particular the sites `internethttps://www.totalenergies.fr` and `https://www.totalenergies.com/fr` and online platforms used by TotalEnergies SE and TotalEnergies Electricité et Gaz France including Facebook, Instagram, X (formerly Twitter) and LinkedIn, of the following allegations and omissions:

- Allegations relating to the fact that the TotalEnergies group has an *"ambition of carbon neutrality by 2050"* (or *"net zero 2050"*), that the group is or will become *"a major player in the transition"*, as well as those leading consumers to believe that the TotalEnergies group has adopted a climate strategy placing it on a trajectory compatible with a global *"1.5°"* trajectory in line with the Paris Agreement and existing benchmarks;
- Claims relating to the fact that fossil gas is a *"cheap"*, *"the least emitting"* energy as well as an *"essential complement to renewable energies"* or that its by-products have a carbon footprint *"lower than that of other fossil fuels"*, those using the lexical field of renewable energies to refer to fossil gas, as well as those leading consumers to believe that fossil gas is essential to the energy transition or desirable for decarbonising certain key sectors of the economy;
- Claims that biofuels would allow *"a reduction of at least 50% of CO2 emissions compared to their fossil equivalents"* or even *"90%"*, and would be an essential solution to decarbonize transport;

ORDER, as a result, the cessation of the broadcasting of advertising spots and online advertisements containing the allegations whose removal has been ordered by the decision to be made, on all broadcasting media contributing to the promotion of the group's products and services or its environmental commitments, within one week of the service of the judgment to be delivered, under penalty of 20,000 euros per day of delay;

ORDER TotalEnergies SE and TotalEnergies Electricité et Gaz France to refrain from disseminating to consumers claims relating to the TotalEnergies Group's environmental commitments in the field of climate (using terms such as *"energy transition", "net zero", "carbon neutrality" and "climate"*) likely to be understood by the average consumer as a claim to contribute to the fight against climate change unless they ensure that these claims include an informative message containing the following information:

(i) A message to be defined and specified in accordance with the standards in force at the time of the judgment to be handed down based on the following model:

"Fossil fuels (oil, natural gas and coal), such as those sold by TotalEnergies, are the dominant cause of climate change.

The Paris Agreement set a goal of limiting global warming to 1.5°C, which means net zero emissions by 2050. Beyond that, the effects of warming will worsen: rising sea levels, extreme weather events, biodiversity loss and species extinction, as well as food scarcity, deteriorating health and poverty for millions of people around the world.

To limit global warming to 1.5°C, in line with the Paris Agreement, greenhouse gas emissions must be reduced by at least 45% by 2030, which necessarily implies the reduction of fossil fuel production as well as the end of any investment in new oil or gas reserves. "

(ii) By way of comparison, information on the expected evolution of the TotalEnergies group's direct (scope 1) and indirect (scope 2 and 3) global emissions between now and 2030, its production plans until 2030 and its plans to open new oil and gas fields.

CONDEMN jointly and severally the companies TotalEnergies SE and

TotalEnergies Electricité et Gaz France to have published, at their own expense, the operative part of the judgment to be delivered for a period of six months, preceded by the title *"Conviction by the Paris Judicial Court"* and accompanied by an activatable link to the full judgment in an insert on the home pages of the <https://www.totalenergies.fr> and <https://www.totalenergies.com/fr> and p u b l i e s u r l e s r e s e a u x s o c i a u x F a c e b o o k

(<https://www.facebook.com/TotalEnergiesFrance>), X ([h t t p s : / / x . c o m / t o t a l e n e r g i e s f r](https://x.com/totalenergiesfr)) , I n s t a g r a m

(https://www.instagram.com/totalenergies_fr) and LinkedIn (<https://www.linkedin.com/company/totalenergies/>) within fifteen days of service of the judgment to be delivered, subject to a penalty of EUR 20,000 per day of delay;

CONDEMN jointly and severally the companies TotalEnergies SE and

TotalEnergies Electricité and Gaz France to have the operative part of the judgment to be delivered published at their own expense in five newspapers in which the companies have published the allegations in question, at the option of the plaintiff associations, within one month

of service of the judgment to be delivered, subject to a penalty of €20,000 per day of delay and per newspaper;

And in any case,

ORDER TotalEnergies SE and TotalEnergies Electricité et Gaz France jointly and severally to pay each of the applicant associations the sum of EUR 10,000 in compensation for the non-material damage suffered;

ORDER the companies TotalEnergies SE and TotalEnergies Electricité et Gaz France jointly and severally to pay the applicant associations the sum of 20,000 euros pursuant to Article 700 of the Code of Civil Procedure and to pay all the costs.

9. In response, according to their submissions No. 4, notified by RPVA on May 14, 2025, the companies TE and TE&GF ask the court to:

With respect to applications relating to deceptive marketing practices

- REJECT the associations Greenpeace France, Friends of the Earth France and Notre Affaire à Tous of their requests for a conviction of TotalEnergies SE and TotalEnergies Electricité et Gaz France for misconduct under Article 1240 of the French Civil Code resulting from misleading commercial practices within the meaning of Articles L. 121-1 et seq. of the French Consumer Code.

Failing that:

- REJECT the France France requests for the removal of *"the above-mentioned allegations and any other allegations constituting misleading commercial practices"* from *"all the presentation, marketing and advertising media, and in particular www.totalenergies.fr and www.totalenergies.com websites and online platforms used by the TotalEnergies group in this regard. including Facebook, Instagram, X and Twitter"*, subject to a penalty of €20,000 per day of delay, pursuant to Article L. 621-2 of the Consumer Code and Article 1240 of the Civil Code;

- REJECT the associations Greenpeace France, Friends of the Earth France and Notre Affaire à Tous of their requests to cease the broadcasting of advertising spots and online advertisements containing the *"allegations whose removal will have been ordered by the decision to be made"*, on all broadcasting media contributing to the promotion of the group's products and services or its commitments environmental costs, subject to a penalty of €20,000 per day of delay;

- REJECT the requests of Greenpeace France, Friends of the Earth France and Notre Affaire à Tous to refrain from disseminating to consumers claims relating to the TotalEnergies Group's environmental commitments in terms of climate (using terms such as *"energy transition"*, *"net zero"*, *"carbon neutrality"* and *"climate"*)) capable of being understood by the average consumer as a claim to contribute to

the fight against climate change unless he ensures that those claims include an informative message;

- REJECT the associations Greenpeace France, Les Amis de la

Terre France and Notre Affaire à Tous of their request for publication, subject to a penalty of 20,000 euros per day of delay, of the operative part of the judgment in the press as well as on the home pages of the websites and social networks of TotalEnergies SE and TotalEnergies Electricité et Gaz France;

Claims relating to ecological damage and breach of an alleged breach of the environmental duty of care

- REJECT the associations Greenpeace France, Friends of the Earth France and Notre Affaire à Tous of their requests for an end to the damage to the atmosphere based on Article 1252 of the Civil Code;

- REJECT the requests for an end to the damage to the atmosphere based on Articles 1240 and 1241 of the Civil Code on the basis of an alleged violation of the obligation of environmental vigilance;

Failing that:

- REJECT the associations Greenpeace France, Friends of the Earth France and Notre Affaire à Tous of their requests for an end to the ecological damage by the deletion, on the basis of Article 1252 of the Civil Code, subject to a penalty of 20,000 euros per day of delay, *"of the above-mentioned allegations and any other wrongful allegations"* of *"all the presentation, marketing and advertising media, in particular the www.totalenergies.fr and www.totalenergies.com websites and online platforms used by the TotalEnergies group, including Facebook, Instagram, X and LinkedIn"* ;

- REJECT the associations Greenpeace France, Friends of the Earth France and Notre Affaire à Tous of their requests to cease the broadcasting of advertising spots and online advertisements containing the *"allegations whose removal will have been ordered by the decision to be made"*, on all broadcasting media contributing to the promotion of the group's products and services or its commitments environmental costs, subject to a penalty of €20,000 per day of delay;

- REJECT the associations Greenpeace France, Friends of the Earth France and Notre Affaire à Tous of their requests to refrain from disseminating to consumers claims relating to the TotalEnergies group's environmental commitments in terms of climate (using terms such as *"energy transition"*, *"net zero"*, *"carbon neutrality"* and *"climate"*)) capable of being understood by the average consumer as a claim to contribute to the fight against climate change unless he ensures that those claims include an informative message;

- REJECT the requests of Greenpeace France, Friends of the Earth France and Notre Affaire à Tous to publish the operative part of the

judgment in the press and on the home pages of the websites and social networks of TotalEnergies SE and TotalEnergies Electricité et Gaz France, subject to a penalty of 20,000 euros per day of delay;

In any case:

- REJECT the associations Greenpeace France, Friends of the Earth France and Notre Affaire à Tous of their requests for an order against TotalEnergies SE and TotalEnergies Electricité et Gaz France to pay damages for non-pecuniary damages;

- REJECT all of the claims, claims and submissions of the associations Greenpeace France, Friends of the Earth France and Notre Affaire à Tous;

- CUT OFF the provisional execution of the judgment to be delivered;

- ORDER the associations Greenpeace France, Friends of the Earth France and Notre Affaire à Tous to pay all the costs and to pay the companies TotalEnergies SE and TotalEnergies Electricité et Gaz France the sum of 50,000 euros under Article 700 of the Code of Civil Procedure.

10. The Closure Order was issued on May 15, 2025.

THE CLAIMS RELATING TO CARBON NEUTRALITY

Statement of pleas:

11. The associations Greenpeace France, Notre Affaire à Tous and Friends of the Earth France ask the court to qualify as misleading commercial practices within the meaning of the provisions set out in points b), e) and f) of Article L 121-1 et seq. of the Consumer Code, the allegations relating to the fact that the TotalEnergies group has *"a carbon neutrality ambition by 2050"* or *"net zero 2050"* and that it would be or would become *"a major player in the transition"* as well as those leading consumers to believe that *the group has adopted a climate strategy placing it on a trajectory compatible with a global "1.5°" trajectory in accordance with the Paris Agreement and existing benchmarks*, as part of their communication.
12. In support of their requests, they produced a report drawn up by a commissioner of justice on the internet, on January 20, 2022, supplemented by screenshots of Total Energies' commercial website and the sustainable development section of the totalenergies.com site, as of October 4, 2024, in addition to a selection of advertisements broadcast by TotalEnergies on Meta's social networks since the summons. (Plaintiffs' Exhibits 19, 107 and 108).
13. They argue that the allegations, about its ambition to achieve carbon neutrality and to be a major player in the energy transition, are part of an advertising campaign of the group aimed at consumers, including

the messages broadcast by the group's parent company TotalEnergies, on its totalenergies.com website, for promotional purposes.

14. They claim that these allegations are false and likely to mislead consumers about the scope of TotalEnergies' environmental commitments, and likely to influence their decisions on the markets for the Group's electricity, gas and fuel products, in a context where consumers are increasingly sensitive to the environmental impact of the products they consume.
15. To do this, they essentially set out, based on the observation that the only way to achieve carbon neutrality by 2050 is to drastically and rapidly reduce greenhouse gas (GHG) emissions and, according to a scientific consensus, to immediately cease the exploration and exploitation of new oil deposits, in the hope of meeting the objective set by the Paris Agreement, that the TE Group's claims relating to carbon neutrality and its role in the energy transition are in contradiction with its strategy, which plans to develop numerous fossil fuel projects and increase its fossil fuel production.
16. They add that the vagueness and lack of clear information accompanying the advertisements on the group's objectives concerning carbon neutrality and the energy transition, which are for the most part not cross-referenced, and do not allow the consumer to understand the true scope and limits of the commitments displayed in this complex and technical matter, are also likely to mislead the consumer.
17. In support of the provisions of national law and in view of the additions to Directive 2024/825, by which the European legislature indicated its intention to combat misleading environmental claims, they infere that these actions are misleading commercial practices, by action and by omission of material information, on the scope of the group's environmental commitments, within the meaning of Articles L 121-2 and L 121-3 of the Consumer Code.
18. In addition to compensation for their non-pecuniary damage, they are asking for an order for the immediate cessation of the disputed communications subject to a penalty payment, accompanied by a publication measure, and in order to anticipate the risk of new communication campaigns that are still misleading for the consumer, to require the group to insert mandatory information relating to its environmental claims in the future.
19. **In response**, TE and TE&GF claim, in essence, that most of the communications are part of the group's corporate communication driven by the holding company, which are not directly linked to the sale of a product or the Group's services, which cannot be classified as commercial practices within the meaning of the Directive.
20. They maintain that the majority of the communications do not contain an environmental commitment and that they merely report on the group's long-term strategy in terms of energy transition and carbon neutrality, together with society, the achievement of which is based on

a collective effort, while for others, they limit themselves to reporting on the group's project achievements or investments as part of its transition strategy.

21. The defendants claim, according to a table, that 38 of the 44 communications identified by the applicants, some of which do not contain the allegations at issue, do not fall within the material scope of the Directive. (their exhibit n°35).
22. They maintain that these broadcasts are part of the group's institutional communication on its change of name, multi-energy strategy, and on the respective roles of its various industrial activities in the energy transition, without a direct link to the sale or provision of a service, and that they do not fall within the scope of the provisions of the Consumer Code, that protect consumers in the acts of purchasing in their daily lives.
23. Finally, they claim that the communications are not misleading and that, in any event, the remedies sought are disproportionate.
24. They argue, first of all, that the term "*ambition*" reveals the existence of a wish, an aspiration, which has nothing to do with the commitment provided for in Article L 121-2 of the Consumer Code, which is to be interpreted strictly, that it merely reflects its aspiration to be part of the evolution of the world energy system, in a climate which, moreover, is uncertain.
25. They claim that the TE Group is contributing, at its own level, to the energy transition, by gradually changing its energy mix towards less carbon-intensive alternatives and by ensuring that it reduces GHG emissions from its oil and gas operations, particularly methane, a powerful GHG.
26. To this end, they point out that there is no single definition of carbon neutrality, no trajectory imposed on private companies, nor any scientific consensus or regulation that would impose an immediate halt to all investment in fossil fuels, for an ambition of carbon neutrality, designed on their scale.
27. They argue that, in that context, undertakings define a trajectory adapted to their sector, to their specific constraints and to their specific activities.
28. In this regard, they argue that since 2021, companies have been called upon by the AMF's Climate and Sustainable Finance Commission to adopt a carbon neutrality approach in order to contribute "*to their measure*" to the objective of carbon neutrality, so that they cannot be imposed on a concept of carbon neutrality on a global scale, and in no way a single trajectory.
29. In this regard, they maintain that Directive 2024/825 of 28 February 2024, which is to revise Directive 2005/29/EC on Unfair Commercial Practices, on the justifications that will be expected, with regard to

environmental claims, including those relating to carbon neutrality, goes in this direction.

30. They point out that these new European provisions, which will provide a framework for companies' communications on their carbon neutrality strategy, refer to the possibility for companies to use the notion of carbon neutrality, at their own level, in the context of a communication adapted, on a case-by-case basis, to their situation, which they have in this case, respected, in particular by referring the ads to the sites, on which there is more information supporting and justifying the scope of their commitments.
31. The defendants also claim that the plaintiff associations do not prove that these "*claims*" would be likely to influence the consumer's purchasing decision.
32. They argue in this regard that the choice to obtain gas and electricity depends first and foremost on the consumer's domestic equipment, over which they have no control, and that, secondly, it is apparent from the Odoxa survey which they had carried out, on energy choices, that the decisive criterion in this area, for the French consumer, is that the decisive criterion in this area, for the French consumer, is the price.
33. Finally, maintaining that a large majority of the messages on the *totalenergies.fr* and *totalenergies.com* websites have been deleted since the summons, they oppose the injunctions which, according to them, relate to facts that are no longer valid, while also pointing out that they are insufficiently precise.
34. They emphasise that the measures relating to future communication campaigns go beyond the subject matter of the dispute and amount to imposing a general prohibition which is disproportionate in nature.

Tribunal Response

35. According to Article L 121-1 of the Consumer Code, in the version applicable to the facts of the case:

"Unfair commercial practices are prohibited.

A commercial practice is unfair when it is contrary to the requirements of professional diligence and materially distorts or is likely to materially distort the economic behaviour of the reasonably well-informed and reasonably observant and circumspect consumer in relation to a good or service.

The unfair nature of a commercial practice aimed at a particular category of consumers or a group of consumers who are vulnerable because of a mental or physical infirmity, age or credulity is assessed in the light of the average capacity for discernment of the category or group.

In particular, unfair commercial practices constitute misleading commercial practices defined in Articles L. 121-2 to L. 121-4 and

aggressive commercial practices defined in Articles L. 121-6 and L. 121-7."

36. According to Article L 121-2 of the same code, *"a commercial practice is misleading if it is committed in one of the following circumstances:*

(...)

2° When it is based on false or misleading allegations, indications or presentations and relating to one or more of the following elements:

(...)

b) The essential characteristics of the goods or services, namely: its essential qualities, its composition, its accessories, its origin, in particular with regard to the rules justifying the affixing of the words "Made in France" or "France origin" or any equivalent indication, sign or symbol, within the meaning of the Union Customs Code on the non-preferential origin of products, its quantity, its method and date of manufacture, the conditions of its use and its suitability for use, its properties and the expected results of its use, in particular its environmental impact, as well as the results and main characteristics of the tests and controls carried out on the good or service;

(...)

e) The scope of the advertiser's commitments, particularly in environmental matters, the nature, process or reason for the sale or provision of services;

f) The identity, qualities, skills and rights of the professional;"

37. Article L 121-3 provides that *"a commercial practice is also misleading if, taking into account the limits specific to the means of communication used and the circumstances surrounding it, it omits, conceals or provides material information in an unintelligible, ambiguous or untimely manner or when it does not indicate its true commercial intention when it is not already apparent from the context.*

Where the means of communication used imposes limits of space or time, it is necessary, in order to assess whether material information has been omitted, to take into account those limits as well as any measures taken by the trader to make that information available to the consumer by other means. "

38. The law thus distinguishes between deceptive commercial practices by act and by omission.
39. These provisions, which are punishable under Articles L. 132-1 et seq. of the Consumer Code, are to be interpreted strictly.
40. They are the result of the transposition of Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 ('the Directive') concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ("*Unfair Commercial Practices Directive*").

41. The Directive aims to establish, in accordance with the fifth and sixth recitals thereof and Article 1 thereof, uniform rules concerning unfair business-to-consumer commercial practices, in order to contribute to the proper functioning of the internal market and to ensure a high level of consumer protection.
42. Thus, recital 14 states that it is desirable that misleading commercial practices cover practices, including misleading advertising, which, by misleading the consumer, prevent him or her from making an informed and therefore effective choice.
43. Article 5 of the above-mentioned Directive provides: "... 2. *A commercial practice is unfair if: (a) it is contrary to the requirements of professional diligence, and (b) it materially distorts or is likely to materially distort the economic behaviour, in relation to the product, of the average consumer it reaches or to whom it is addressed, or of the average member of the group where a commercial practice is targeted at a particular group of consumers. (...) 4. In particular, commercial practices that are: (a) misleading within the meaning of Articles 6 and 7 are unfair.* "

Article 6 provides that a commercial practice shall be deemed to be misleading if *"it contains false information, and is therefore misleading or in any way, including by its general presentation, it misleads or is likely to mislead the average consumer; even if the information presented is factually correct, with regard to one or more of the following aspects and, In either case, it causes him or is likely to lead him to make a commercial decision that he would not have taken otherwise:*

(...)

b) the main characteristics of the product, such as its availability, its advantages, the risks it presents, its execution, its composition, its accessories, the after-sales service and the handling of complaints, the method and date of manufacture or supply, its delivery, its suitability for use, its use, its quantity, its specifications, its geographical or commercial origin or the results that may be expected from its use, or the results and essential characteristics of the tests or inspections carried out on the product;

(..)

(f) the nature, qualities and rights of the professional or his representative, such as his identity and assets, qualifications, status, approval, affiliation or links and industrial, commercial or intellectual property rights or the awards and distinctions he has received".

Article 7 provides that *"a commercial practice shall be deemed to be misleading if, in its factual context, taking into account all its characteristics and the circumstances and the limitations of the means of communication used, it omits material information that the average consumer needs, having regard to the context, in order to make an informed transactional decision, and, consequently, causes or is likely to cause it to make a commercial decision that it would not have taken otherwise".*

"A commercial practice shall also be considered to be a misleading omission where a trader, having regard to the aspects referred to in

paragraph 1, conceals material information referred to in that paragraph or provides it in an unclear, unintelligible, ambiguous or untimely manner; or where it fails to indicate its true commercial intention where it is not already apparent from the context and where, in either case, the average consumer is thus led or is likely to be led to make a commercial decision that he would not have taken otherwise".

44. It should be pointed out that *"substantial distortion of the economic behaviour of consumers"* within the meaning of this Directive is defined in Article 2 as *"the use of a commercial practice which significantly impairs the consumer's ability to make an informed decision and consequently leads him to take a transactional decision which he would not otherwise have taken"*.
45. The CJEU has ruled that a commercial practice must be classified as misleading, within the meaning of Article 6(1) of the above-mentioned directive, when that practice, on the one hand, contains false information or is likely to mislead the average consumer and, on the other hand, it is likely to lead the consumer to take a transactional decision that he would not have taken otherwise. (CJEU, 19 December 2013, Trento Svilippo, C-281/12)
46. The practices in question concern the misleading nature of environmental claims covered by the provisions of national law, which is intended to be supplemented by Directive 2024/825 of the European Parliament and of the Council of 28 February 2024, which specifies the conditions under which a commercial practice may be deemed misleading" relating to future environmental performance, referring to a transition to carbon neutrality, climate neutrality or a similar objective, within a certain horizon. "
47. This Directive amends Directives 2005/29/EC and 2011/83/EU to empower consumers to take action in favour of the green transition through better protection against unfair practices and better information.
48. To this end, it provides for the introduction into EU consumer protection law of specific rules to tackle unfair commercial practices that mislead consumers and prevent them from making sustainable consumer choices, in particular practices related to the early obsolescence of goods, misleading environmental claims ('greenwashing'), misleading information on the social characteristics of professionals' products or companies, or non-transparent and non-credible sustainability labels.
49. Recital 3 of the Ordinance in the Preamble to the Convention provides that *"in order for consumers to be able to make more informed decisions, which will stimulate demand for and supply of more sustainable goods, the overall presentation of a product must not mislead them as to its environmental or social characteristics or as to aspects related to circularity, such as durability, repairability or recyclability. Article 6(1) of Directive 2005/29/EC should therefore be amended by adding environmental, social and circularity aspects to the list of main characteristics of a product for which trader's*

practices can be considered misleading, following a case-by-case assessment. (...) "

50. It states in recital 4 that *"environmental claims, in particular those relating to climate, increasingly refer to future performance, referring to a transition to carbon neutrality, climate neutrality or a similar objective, within a certain horizon. With these claims, traders give the impression that consumers are contributing to the emergence of a low-carbon economy by buying their products. In order to ensure the fairness and credibility of such claims, Article 6(2) of Directive 2005/29/EC should be amended to prohibit, following a case-by-case assessment, those which are not supported by clear, objective, publicly accessible and verifiable commitments and objectives made by traders and set out in a detailed and realistic implementation plan setting out the modalities to achieve these commitments and objectives and to allocate resources for this purpose."*
51. It provides for the addition of the following point under Article 2:
"(o) 'environmental claim' means any message or statement that is not mandatory under Union or national law, in any form, including text, images, graphics or symbols such as a label, trademark, company name or product name, in the context of a commercial communication, and that asserts or suggests that a product, product category, brand or trader has a positive or no impact on the environment, is less harmful to the environment than other products, product categories, brands or traders, or has improved its environmental impact over time; " and in article 6, paragraph 2:
"(d) an environmental claim relating to future environmental performance without clear, objective, publicly accessible and verifiable commitments included in a detailed and realistic implementation plan that includes measurable and time-bound targets and other relevant elements required to support its achievement, such as the allocation of resources, and that is regularly verified by an independent third-party expert, the conclusions of which are made available to consumers. "
52. In accordance with the principle of sincere cooperation as set out in Article 4 of the Treaty on European Union, national law should be refrained as far as possible from interpreting national law in a way that could seriously jeopardise the attainment of the objective pursued by the new Directive after the transposition period.
53. It is in the light of those considerations that it is for the court to analyse specifically the evidence adduced in the proceedings relating to the practices in question, in order to ascertain whether they contain false information or information likely to mislead the consumer and whether they

are likely to substantially alter the economic behaviour of a reasonably well-informed and reasonably observant and circumspect consumer.
54. Pursuant to the provisions of Article 768 of the Code of Civil Procedure, according to which the submissions must expressly set out the claims of the parties as well as the factual and legal grounds on

which each of the claims is based, with an indication for each claim of the documents invoked and their numbering, the court will examine the communications containing the allegations *"a carbon neutrality ambition by 2050"* or *"net zero 2050"* and on the fact that the group would be or would become *"a major player in the transition"* expressly stated in the terms of the plaintiffs' pleadings. On the other hand, it is not up to the court to look among the communications, *"those that would lead consumers to believe that the group has adopted a climate strategy placing it on a trajectory compatible with a global "1.5°" trajectory in accordance with the Paris Agreement and existing benchmarks"*, the wording of which is not sufficiently precise to allow for an adversarial debate on what can or cannot be said.

55. It should also be recalled that the complaints made, in the field of misleading commercial practices, are alleged by the plaintiff associations against the defendant companies in the context of their communications to consumers, according to the terms and subject matter of the dispute set out in their submissions.

The existence of commercial practices

56. Reference should be made to the provision of the Directive, which makes no express reference to the law of the Member States, in order to determine its meaning and scope.
57. For the purposes of the Directive, Article 2(d) defines "business-to-consumer commercial practices" (hereinafter also referred to as "commercial practices") means *any act, omission, course of conduct, representation or commercial communication, including advertising and marketing, by a trader, directly connected with the promotion, sale or supply of a product to consumers.*
58. The notion of *"commercial practices"* refers to advertising but also to any process related to trade, i.e. any form of act related to the sale of a product or service.
59. The text contains a broad legal definition of commercial practices, and concerns any practice likely to influence the consumer's commercial decision before, during and after a commercial transaction (Article 3.1) and may cover decisions prior to the conclusion of the contract.
60. In recital 7 in the preamble to the Directive, the meaning of that provision is clarified
:
"(7) This Directive covers commercial practices which are directly aimed at influencing consumers' business decisions with respect to products. It does not apply to commercial practices implemented primarily for other purposes, such as commercial communications to investors, such as annual reports and promotional material of companies."
61. It is necessary to examine the communications at issue, on a case-by-case basis, on the basis of the classification made from 1 to 30 of the

communications taken from exhibits 19, 20, 107 and 108 of the applicant associations, according to the directory drawn up by the defendants in exhibit 35, the classification of which is not disputed.

62. The court found from the examination of exhibits classified n°5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 30 that they were texts, visuals or graphics that did not contain the allegations in question so that there was no need to verify their allegedly unlawful nature.

On communications numbered 4, 8, 9, 10 and 11 relating to carbon neutrality and the energy transition:

63. The messages extracted from communications 4, 8, 10 and 11 come from the company TotalEnergies and the document numbered 9 from its subsidiary Total Marketing France.
64. They are taken from the bailiff's report dated January 20, 2022. (Plaintiffs' Exhibit 19)
65. The communications numbered 4 and 8 which appear in appendix 2 on page 2 of the bailiff's report are screenshots taken from the *ad hoc* page "*energy is reinvented*" hosted on the www.totalenergies.com site of which TotalEnergies is the publisher.
66. It is not disputed that communication n°4 was relayed in the press and on YouTube.
67. While it is true that the posting of those messages online on the non-market site of the parent company of the group does not in itself exclude the possibility that those communications may fall within the material scope of the Directive, it is apparent from an examination of their content that they are a communication for informational purposes, with no direct connection with promotion, the sale or supply of a product to consumers.
68. Indeed, these communications, consisting respectively of the Manifesto "*Total transforms and becomes TotalEnergies*" and the "*cloud*" graph on the ambition of carbon neutrality, are part of a set of documents published on the *ad hoc* page "*energy reinvents itself*", set up in 2021 at the time of the change of the group's corporate name.
69. These messages appear on this page, along with:
- a graph on the evolution of energy sales to the group's customers as a percentage,
 - a diagram on the trajectory of growth and investment in renewables by 2030,
 - Quantified information on the evolution of the electricity and gas customer base, electric charging station infrastructure, biogas production, biofuels,

- Explanation of the new logo and the 7 energies: oil, gas, electricity, hydrogen, biomass, wind, solar, in addition to the link to download the climate report published on this date.

70. These communications, including those that also appeared in the press, are part of the group's news published in 2021, in the specific context of the changes made by the group.
71. Exhibits numbered 9, 10 and 11 published in this context, with the same references: - a video broadcast in May 2021 - a post published on June 1, 2021 on the Total Energies Press Twitter account - a post published in October 2021 on TE's LinkedIn professional network, to provide information on TotalEnergies' strategy and name change, are like the previous communications, not directly related to the promotion, sale or supply of a product to consumers.

On Communications Nos. 26, 27, 28 and 29 on carbon neutrality and the energy transition:

72. These are messages extracted from TotalEnergies' subsidiaries in France, not specifically identified by the plaintiffs in their exhibit 108, dated September 30, 2024.
73. Communication No. 26 includes a text and a graphic detailing the levers for reducing carbon intensity, was posted on Facebook and Instagram in 2022, accompanied by a reference to the group's press release announcing the publication of its 2022 Climate Report.
74. This publication, which simply reproduces the terms and graph from the 2022 Climate Report to which it expressly refers, on the TotalEnergies website, is part of the informational communication on the group's institutional news, without any direct relationship with the promotion, sale or supply of a product to consumers.
75. The same applies to Communication No. 29, the content of which was taken from its 2023 Climate Report, to which it expressly refers on the TE website, was put online on the occasion of its publication, with the aim of informing people of its publication.
76. Communication No. 27 posted on Facebook on October 25 and 31, 2022 is a text accompanied by visuals on the promotion of renewable energy efforts in which the company TotalEnergies highlights *"10 billion people will need energy by 2050 in order to meet this demand and achieve the net zero objective by 2050, We are investing in low-carbon energy and diversifying our energy offering."*
77. This statement, which uses the terms of the resolution of the Annual General Meeting of May 28, 2021 with its references, aims to explain factually the actions implemented and the way in which the group intends to achieve its ambitions, is for informational purposes.
78. Communication No. 28 from Facebook and Instagram, posted on February 2 and 17, 2023, is presented as a communication divided into five parts, in which the Total Energies group intends to refute the view

that *"it is irresponsible to embark on new Tilega and Eacop projects while the IPCC or the IEA are calling for the immediate halt of new fossil fuel projects"*.

79. To this end, the company puts forward four arguments: *"A clear ambition: to achieve carbon neutrality by 2050"; "Contribute to meeting the world's energy needs"; Invest massively in renewable energies"; Projects in line with our Climate and Sustainable Development strategy"* which she accompanied with texts and visuals.
80. Although no link has been established between this communication and the AMF's recommendations on the management of inside information, it is clear that by means of this publication, TE intends to respond in detail to the information disseminated by third parties on the two oil projects Eacop and Tilenga, on the issue of the immediate halt of any new project, for informational purposes, not directly related to the promotion, sale or provision of a product to consumers.

On communications numbered 1, 2 and 3 relating to carbon neutrality and the energy transition:

81. It is not disputed that these communications were taken from the commercial site published by TE&GF.
82. Communications No. 1 and No. 2 are apparent from the bailiff's report of findings, dated January 20, 2022, and are no longer disseminated to date.
83. Communication No. 3, which appears as Exhibit 107 of the applicants, corresponds to one of the screenshots dated October 4, 2024.
84. The defendants submit that:
- Communication No. 1, which aims to make public the name change and to detail the TotalEnergies Group's actions in the field of renewable energies and the investments made in 2020 and 2021, is purely informational in nature and does not promote a good or service;
 - Communications Nos. 2 and 3 may, on the other hand, be regarded as having a commercial purpose, but the mention of "the ambition of carbon neutrality by 2050 together with society" is used as an explanatory element of the Group's overall strategy and not as a commercial argument.
85. They add that these last communications (Nos. 2 and 3) do not contain any environmental commitments.

Thereupon

86. Communication n°1 is taken from the commercial website *"Total Direct Energie becomes TotalEnergies"* on the website of the company TE&GF, and reads as follows:

"Faced with the challenge of climate change, the TotalEnergies Group is transforming itself with the ambition of becoming a major player in the energy transition, in particular by accelerating its development in renewable energies and aiming for carbon neutrality by 2050 together with society.

To mark this transformation, Total becomes TotalEnergies, a multi-energy group with one objective: to provide energy that is ever more affordable, clean, reliable and accessible to as many people as possible.

All activities are grouped under a single brand and Total Direct Energie thus becomes TotalEnergies for electricity and gas."

87. It is accompanied by the following message *"in this transition, our ambition is to continue to put our customers at the heart of our concerns: by providing you with the best quality of service" and extended screen pages on which other messages appear " by helping you to benefit from attractive offers, by helping you to control your consumption, by accompanying you towards new, more sustainable uses, and different green offers. "*
88. Although this communication includes informational elements in the context of the change of name and strategy of the TE group, it is clear from its examination that these elements are used by TE&GF on its commercial site, intended for consumers, to promote its offers, which subsequently appear on the screenshots, such as *"charge your vehicle at home with green electricity" "produce and consume your own energy"* in direct relation to the promotion, sale or supply of a product to consumers.
89. This communication therefore falls within the scope of the Directive.
90. Communication n°2 published on the www.totalenergies.fr commercial website, more particularly on a dedicated page entitled *"The 5 good reasons to choose us"*, reads as follows
:
"TotalEnergies' commitments to the production of renewable energies

Faced with the challenge of climate change, TotalEnergies has integrated climate at the heart of its strategy, with the aim of providing cleaner, safer and more affordable energy to as many people as possible.

The Group has set itself the ambition of achieving carbon neutrality by 2050, together with society, in particular through the development of renewable energies. At the end of 2020, TotalEnergies' gross power generation capacity was around 12 GW, including 7 GW of renewable energy. TotalEnergies intends to continue to develop these activities to reach a gross renewable generation capacity of 100 GW by 2030.

To achieve these far-reaching objectives, TotalEnergies is already investing in numerous projects, particularly in France:

o In October 2020, TotalEnergies entered the floating wind farm market in France by becoming a 20% shareholder in the Eolmed floating wind farm pilot project located in the Mediterranean, off the coast of Gruissan.

o At the beginning of 2021, TotalEnergies acquired Fonroche Biogaz, a company that designs, builds and operates anaerobic digestion units in France. The incorporation of renewable gas into natural gas networks contributes to the reduction of the carbon intensity of natural gas. And with this purchase, the Group becomes the French leader in renewable gas.

o In January 2021, TotalEnergies and Engie joined forces to develop the Masshyla project, the largest green hydrogen production site using 100% renewable electricity in France, which is located in Châteauneuf-les-Martigues in the Sud Provence-Alpes-Côte d'Azur region.

o In March 2021, the TotalEnergies Quadran subsidiary announced the commissioning of the solarization project at L'Oréal's production plant in Vichy. This project includes the installation of canopies, photovoltaic car parks and charging stations for electric vehicles. The 4000 solar panels installed produce 33% of the plant's energy consumption. "

91. This communication, which contains *"in the face of the challenge of climate change", "the ambition to achieve carbon neutrality by 2050"*, is clearly an advertisement that refers to future performance that concerns the environment.
92. The TE Group explains the actions implemented, and the way in which the group intends to achieve its ambitions, a selling point, as one of the *"5 good reasons to "choose" us"* and then offering the consumer to subscribe by phone.
93. It is indeed a communication directly related to the promotion or sale of goods and services.
94. It is not disputed that communication n°3 was accessible via the tabs *"Why choose us"* then *"About TotalEnergies"* then *"TotalEnergies is committed"* alongside which was a red button entitled *"Our commitments"*. It remains accessible on the page <https://www.totalenergies.fr/particuliers/pourquoi-nous-choisir/notre-demarche-developpement-durable>.
95. It is this message:

"Our ambition is to be a major player in the energy transition while continuing to meet the energy needs of the population"

"We place sustainable development at the heart of our strategy, our projects and our operations to contribute to the well-being of populations, in line with the Sustainable Development Goals defined by the United Nations."

"More energy, less emissions: this is the double challenge that we must take up alongside our stakeholders in order to contribute to the sustainable development of the planet and face the climate challenge. Our ambition is to contribute to achieving carbon neutrality by 2050 together with society [...] By offering our customers energy products that are less and less carbon-intensive."

96. Like Communication No. 2, this message is an advertisement containing disputed claims, through which the TE Group promotes the ambition of carbon neutrality by 2050 and its transformation into a commercial objective, for the attention of the consumer, to choose its products or services.
97. It follows from the foregoing that Communications Nos 1, 2 and 3 are advertising messages which fall within the material scope of the Directive.

The misleading nature of communications 1, 2 and 3 on the basis of Articles L 121-2 and L121-3 of the Consumer Code

98. The plaintiff associations ask the court to qualify the claims relating to carbon neutrality and the energy transition as misleading commercial practices, within the meaning of the provisions set out in points b), e) and f) of Article L 121-2 of the Consumer Code.
99. The disputed allegations, namely that the group has a *"carbon neutrality ambition by 2050"* (or *"net zero 2050"*), *is or becomes "a major player in the transition"*, do not concern the unfair or misleading nature of the essential characteristics of goods or services, in this case gas, electricity or even fuel, but relate to the group's activity, taken as a whole, so that there is no need to verify the application of the provisions of point b) of Article L 121-2 of the Consumer Code to the facts of the case.
100. These claims concern a performance objective of the company, unrelated to a quality or aptitude that the TE group falsely claims to have, within the meaning of point f) of the aforementioned article, it being noted that according to the applicants, the ambition to be a major player in the energy transition is only the corollary of its ambition of carbon neutrality by 2050.
101. They concern the transition to carbon neutrality on the horizon 2050, promoting the positive influence of the TotalEnergies Group on the environment over time, likely to constitute a misleading claim on the scope of the Group's commitments, of an environmental nature, within the meaning of e) of the aforementioned article.
102. It is a question of determining on the basis of the contested claims whether the communication in question contains a false message or a message likely to mislead the consumer that is likely to substantially alter his economic behaviour by leading him to take a transactional decision, which he would not have taken otherwise, the two conditions being cumulative.

103. It should be borne in mind that the constituent elements of a commercial practice, as set out in Article 6 of Directive 2005/29 on misleading actions, are conceived essentially from the point of view of the consumer as the addressee of misleading commercial practices.
104. By stating: *"Faced with the challenge of climate change, the TotalEnergies Group is transforming itself with the ambition of becoming a major player in the energy transition, in particular by accelerating its development in renewable energies and aiming for carbon neutrality by 2050 together with society"*, the TE Group clearly expresses that it is committed to a positive approach to the environment, irrespective of the fact that the term *"ambition"* rather than *"commitment"* was chosen for this communication, both terms covering the same reality from the consumer's point of view.
105. It is apparent from the disputed communication (n°1) that *"the ambition to achieve carbon neutrality"* is associated with that of *"being a major player in the energy transition"* which should be examined together.
106. The defendants dispute the misleading nature of these claims by arguing that there is no single, regulated carbon neutrality trajectory that would be binding on private companies, nor any scientific consensus and even less regulation that would force a private actor to immediately stop all investment in fossil fuels, in order to be able to set a carbon neutrality ambition, on his own scale.
107. In other words, the TE Group, recalling that it is not subject to the Paris Agreement, which is aimed at States and not companies, defends its long-term vision of carbon neutrality, defined by a plan that it has implemented with precise monitoring indicators, subject to external verification, and published annually.
108. In this case, it is not a question of investigating whether there is a contradiction between the group's stated ambitions of carbon neutrality and its activity from the point of view of the company, but of determining whether, from the consumer's point of view, the communications contain false or misleading environmental claims, and if so, whether they may have had an influence on his business decision.
109. Carbon neutrality is a scientific concept derived from the
Paris of 2015 and the reports of the Intergovernmental Panel
on climate change, hereinafter the IPCC.
110. It implies a balance between carbon emissions and the absorption of carbon from the atmosphere by carbon sinks to which the Paris Agreement refers, with the aim of limiting the impacts of climate change for humanity.
111. As part of the Paris Agreement, States have set themselves the objective of limiting *"the increase in the average temperature of the planet to well below 2°C compared to pre-industrial levels and by*

pursuing the action taken to limit the temperature increase to 1.5°C above pre-industrial levels [...]".

112. To achieve this temperature objective, Article 4(1) of the Paris Agreement states that: "*[...] Parties shall seek to achieve a global peak in greenhouse gas emissions as soon as possible [...] and to achieve rapid reductions thereafter in accordance with the best available science so as to achieve a balance between anthropogenic emissions by sources and removals by sinks of greenhouse gases in the second half of the century. "*
113. Since then, the international community has largely confirmed the importance of focusing efforts on limiting warming to 1.5°C because of the very significant adverse consequences for the life and well-being of the human species if even a small amount of this target is exceeded.
114. The court noted that it is to this notion that the TotalEnergies group refers in its report of the Board of Directors on the resolutions submitted to the Annual General Meeting of May 28, 2021, on the basis of which it launched its campaign.
115. In this regard, the following observations emerge on page 9 of the Board of Directors' report, on the opinion it submitted, concerning its ambition in terms of sustainable development and energy transition towards carbon neutrality and its objectives in this area for 2030:

"1) Energy at the heart of the fight against global warming and sustainable development

Energy is at the heart of one of the major challenges of the 21st century: preserving the planet threatened by climate change while allowing the majority of humanity to continue to lift itself out of poverty.

Energy is fundamental to human life and is a source of progress. Whether it is for food, heating, lighting or travel, energy is at the heart of human activity. Providing energy therefore means contributing to the economic and social development and well-being of the world's populations.

Climate change is a reality and requires the mobilization of society as a whole.

The 2015 Paris Agreement catalyzed awareness of the climate challenge and the urgency of climate action. Five years later, the objectives recommended by experts are to limit warming to 1.5°C and to achieve this to aim for a carbon-neutral society by 2050. This is a demanding goal, which we must collectively commit to achieving.

Energy is at the heart of the challenge of climate change. The production and use of energy is the source of 70% of greenhouse gas emissions. Meeting the challenge of climate change therefore means embarking on the energy transition, i.e. transforming the way we produce and consume energy.

The energy and climate challenge is inseparable from other major global challenges, such as poverty, hunger, environmental and biodiversity degradation, water conservation, ethics and corruption: these are the United Nations' Sustainable Development Goals, which provide the way forward to responsibly build a better and more sustainable future for all.

Decarbonizing energy is not enough. The growing energy needs of a growing world population must also be responsibly met. This is the double challenge of energy.

The world is now home to 7.6 billion people, more than 1 billion of whom have no access to energy. By 2050, the world will have 10 billion people. This population growth, as well as the improvement in the standard of living of the least advantaged populations, requires that available, affordable and clean energy be accessible to as many people as possible. Producing and supplying such energy responsibly is an essential contribution to the sustainable development of the planet. "

116. It is confirmed on page 11 of the report that *"TotalEnergies supports the objectives of the Paris Agreement, which calls for reducing greenhouse gas emissions, in the context of sustainable development and the fight against poverty, and which aims to limit the rise in the average temperature of the planet to well below 2°C compared to pre-industrial levels."*
117. While the Climate and Sustainable Finance Commission of the Autorité des Marchés Financiers (AMF) noted in 2021 that *"States, collectively committed through the Paris Agreement, can also each take up this objective at the level of national strategies"*, it is to the notion of global carbon neutrality, previously defined, that the AMF refers to in its report, produced by the defendants.
118. The Commission confirms that it is to this notion, within the meaning of the Paris Agreement, that *"Companies are nevertheless referring more and more frequently to describe objectives of various ambitions and nature, with more or less long horizons"* according to the terms reproduced below:

"Carbon neutrality is a collective objective that calls for the mobilization of all companies"

"The central objective of the Paris Agreement is to strengthen the global response to the threat of climate change by keeping the global temperature increase to well below 2°C above pre-industrial levels and to pursue efforts to further limit the temperature increase to 1.5°C.

In this context, carbon neutrality at the global level is a crossing point for respecting the remaining carbon budget, defined in absolute value by the IPCC to limit global warming to 1.5°C.

From a scientific point of view, carbon neutrality is thus a collective goal, defined on a global scale, and equivalent to a net zero emissions target.

Nevertheless, companies are increasingly referring to it to describe objectives of various ambitions and nature, with more or less long horizons.

A company has several levers of action to contribute to global carbon neutrality. For a company, specifying these actions and establishing priorities is useful to define a strategy that is equal to the challenges, taking into account the elements specified in the rest of the document. Under these conditions, such an approach can then create a mobilizing dynamic within companies and provide a demanding framework for their commitments in favor of the fight against global warming and in their dialogue with investors and other stakeholders."

119. It is stated in point 2: *"in order to contribute to the collective objective, a company must reduce its greenhouse gas emissions (carbon footprint) as a priority according to a trajectory aligned with science and covering a significant scope of its activity"*, and in point 3 *"the company must as far as possible also contribute to the global objectives of carbon neutrality through other actions aimed at increasing carbon sinks or emissions avoided by other actors (...) "*.
120. It follows from the foregoing that the objective of achieving carbon neutrality *"Facing the climate challenge"* with *"the ambition to become a major player in the energy transition"* in a collective spirit *"together with society"* according to the terms used by the TotalEnergies Group, in its communications, unambiguously echoes the scientific concept of carbon neutrality on a global scale known in the context of the global objectives subscribed to by States, within the meaning of the Paris Agreement, based on the work of the IPCC.
121. Thus, even if the defendants maintain that the concept of carbon neutrality can be used outside the context of the overall objectives subscribed to by the States, and that it would be possible, in the light of the new Directive 2024/825 on unfair commercial practices, for companies to refer to the concept of carbon neutrality at their level, it is in this case, to the notion of global carbon neutrality, within the meaning of the Paris Agreement, that the group refers to in its communication, from 2021 onwards.
122. It has emerged from the successive work of the IPCC that in order to limit global warming to 1.5°C or even 2°C, CO₂ emissions would have to fall drastically by 2030, implying rapid and deep reductions in greenhouse gas emissions in all sectors, which implies a reduction in global consumption of fossil fuels.
123. In this regard, based on the Paris Agreement, according to the International Energy Agency (IEA) report, achieving carbon neutrality by 2050, according to the *"Net zero by 2050"* scenario published in 2021 implies a *"considerable decrease in the use of fossil fuels"* *"a considerable increase in the production of renewable energy"* and the immediate halt of all investment in new oil and gas fields beyond the projects already committed to in 2021, *"as oil and gas companies are called upon to focus entirely on production and emission reductions from the operation of existing assets"*.

124. The need to reduce global fossil fuel production *"immediately and strongly"* also emerges from the 2021 report *"The Production Gap"* of the United Nations Environment Programme ("UNEP") and the recommendations of the group of international experts mandated by the UN Secretary-General (UNHLEG) in 2022, among which it is stated: *"The principle of 'carbon neutrality' is strictly incompatible with continued investment in fossil fuels."*
125. In this case, the group disputes in its written pleadings *"the idea that new oil and gas projects should be immediately stopped"* and maintains, with reference to its 2022, 2003, 2024 and 2025 Climate Reports, and its Universal Registration Documents 2021 to 2024, that there is compatibility between a growth in its fossil fuel production and its ambition to achieve carbon neutrality, *"together with society"*.
126. While the Group has set itself the objective of reducing the share of oil and gas products in its sales mix by 2030, according to the graph reproduced in its conclusions on page 122, this outlook does not mean a gradual abandonment of oil and gas, energies for which it acknowledges that it expects growth and develops new exploitation projects.
127. The group considers that *"new oil projects are necessary to meet existing oil demand, maintain prices at an acceptable level and create the conditions for a just transition giving people time to adapt their energy uses"* and forecasts a 4% growth per year in its energy production (oil, gas, electricity) globally between 2023 and 2030, by arguing that it can reduce greenhouse gas emissions at the same time.
128. The group maintains that there is no imposed trajectory allowing a company to achieve carbon neutrality by 2050, noting that the IEA has presented different scenarios in this regard in its report in 2024.
129. In particular, it argues that it has adopted benchmarks and scenarios with regard to its field of activity, its situation and its objectives, on the basis of which it has established a realistic trajectory, validated by independent third parties, and which it is able to respect, noting that it is adopting a behaviour that complies with the new provisions, which will revise the Unfair Commercial Practices Directive.
130. However, by referring in 2021, in its commercial communications, to the dual ambition of achieving carbon neutrality within the meaning of the Paris Agreement, and of being a major player in the energy transition, without specifying to consumers that it had its own scenario, the veracity of which is not for the court to assess, consisting in particular of making compatible with its ambition of carbon neutrality, the continuation of its investments in oil and gas, contrary to the recommendations of scientific studies aligned with the Paris Agreement, the TotalEnergies group deliberately made an environmental claim likely to mislead consumers, by leading them to believe that by buying its products or services, they were participating in the emergence of a low-carbon economy, by following the recommendations of the scientific community, based on the Paris Agreement.

131. Communication No. 1, which is not accompanied by any explanation or reference, apart from the addition of *"together with society"* in reference, in the context of the Paris Agreement, to the collective objective of reducing greenhouse gas emissions, and which makes it clear to the consumer that the group is committed to it without nuance, also constitutes, a general statement constituting a misleading omission.
132. Those claims have manifestly substantially altered the economic behaviour of a normally observant and circumspect consumer whose choice, while still guided by price, increasingly incorporates the environmental qualities of the product or service, being recalled in accordance with the provisions of Directive 2024/825 that it is essential for the advancement of the green transition and the proper functioning of the internal market, that the consumer has the opportunity to make informed purchasing decisions and thus adopt more sustainable consumption patterns, based on strong consumer and environmental protection.

Communication No. 2

133. For the reasons set out above, this communication on TE&GF's ambition to achieve carbon neutrality, by giving factual examples, without referring to its own scenario that runs counter to the recommendations of scientific work aligned with the Paris Agreement, constitutes a misleading commercial practice.

Communication No. 3

134. For the reasons given above, this communication on TE&GF's dual ambition to achieve carbon neutrality and to be
- a major player in the energy transition without stating its scenario, contrary to the recommendations of scientific work aligned with the Paris Agreement, constitutes a misleading commercial practice.
135. It is by considering all these elements of assessment that the defendants - whose common participation in the alleged acts is not disputed - will be held liable for misleading commercial practices, pursuant to Articles L 121-2 and L 121-3 of the Consumer Code.

THE CLAIMS RELATING TO FOSSIL GAS

Statement of pleas:

136. The plaintiffs request that the court classify as misleading commercial practices on the basis of the provisions of Articles L 121-1 et seq. of the Consumer Code, in the context of their communication to consumers, the allegations relating to the fact that fossil gas is a *"cheap" energy*, *"the least emitting"* as well as an *"essential complement to renewable energies"* or that its by-products have a carbon footprint *"lower than that of other fossil fuels"*, those using the lexical field of renewable energies to designate fossil gas, as well as

those leading consumers to believe that fossil gas is essential to the energy transition or desirable to decarbonize certain key sectors of the economy.

137. They claim, in essence, that these allegations of the TE group relating to the properties of fossil gas, widely disseminated on social networks, are false and likely to mislead the average consumer, by making fossil gas appear as an energy whose development is desirable to limit global warming.
138. They argue that while the combustion of fossil gas emits fewer GHGs than oil or coal, it is scientifically established that the footprint of GHGs and in particular of LNG imported by the TotalEnergies group, throughout its life cycle, can be heavier than that of oil or even coal, given the methane leaks and that it is inaccurate to associate it with green energy.
139. They thus accuse the defendants of misleading the consumer in its commercial communication, on the environmental impact of gas in the energy transition, which in reality is a polluting energy compared to cleaner, cheaper and safer alternatives for consumers, such as electrification and renewable energies.
140. **In response**, the defendants maintain that the communications in question, with the exception of one (numbered 40 in the table in Exhibit 35), which merely presents TotalEnergies service stations objectively and factually without mentioning the characteristics of natural gas, have an informational purpose, which excludes them from the material scope of the Directive.
141. They claim that their message does not contain any inaccuracy, by reference to the scientific literature and regulations, in particular European regulations, according to which natural gas is recognised as an energy necessary for the energy transition and complementary to the development of renewable energies.
142. They add that they have at no time concealed the issues relating to methane emissions that may result from the production and transport of natural gas, but on the contrary, that they have made available, through their www.totalenergie.com website, all the information necessary for the implementation of its strategy, which is intended to drastically reduce such emissions.

Tribunal Response

143. For the reasons set out above, it is for the court to examine, within the meaning of the abovementioned legal provisions of the Consumer Code, whether the communications of the TotalEnergies group, which expressly contain the allegations relating to the fact that fossil gas is a '*cheap*', '*least emitting*' energy and an '*indispensable complement to renewable energies*' or that its derived products have a carbon footprint '*lower than that of other fossil fuels*' constitute misleading commercial practices in the context of their communication to

consumers without there being any need to look for *those using the lexical field of renewable energies to designate fossil gas, as well as those leading consumers to believe that fossil gas is essential to the energy transition or desirable to decarbonize certain key sectors of the economy*, which are insufficiently precise.

As before, it is necessary to examine the disputed communications on a case-by-case basis, on the basis of the classification made from 31 to 40 within the repertoire established in Exhibit 35 by the defendants.

The existence of commercial practices

144. An examination of communications numbered 33, 36, 37, 38 and 39 shows that they are informational communications, and do not contain any of the allegations complained of.
145. These communications, which are screenshots of videos, accompanied by text or graphics, posted on the Facebook and Instagram networks during 2021, 2022 and 2023, contain messages relating only to the role of gas in Total Energies' energy strategy, in France or internationally, in particular in Denmark or in Europe, without resorting to the qualifiers or comparisons complained of.
146. The same is true of the commercial communication, numbered 40, which merely reveals the existence of service stations offering natural gas for vehicles, without relying on the allegations at issue.
147. While it is true that communications numbered 31, 32, 34 and 35 reproduce some of the claims at issue, none of them is directly related to the promotion, sale and supply of energy to consumers.
148. Communication No. 31 taken from the report of findings on the internet dated January 20, 2022 is a text taken from a video posted on the social network Facebook on June 15, 2021, on July 6 and 7, 2021 and on Instagram on June 15, 2021 (appendices 11, 26 and 57) whose message copied by the bailiff reads as follows: *"Abundant, cheap and flexible, gas is the fossil fuel that emits the least greenhouse gases. An essential complement to renewable energies, it is also a substitute for coal and oil, to provide energy to millions of homes and transform mobility. It plays a major role in TotalEnergies' strategy and will represent 50% of our production and sales in 2030. #MoreEnergiesLessEmissions"*.
149. This is a message published in June and July 2021 in line with the Board of Directors' report of May 28, 2021 from which it borrows its references, *"more energies, less emissions,"* accompanied by a reference to a page on the website totalenergies.com *energy is reinventing itself"* which is part of the group's informational communication, the day after the change of name and strategy, without a direct link to the sale of its energies to the consumer.
150. The same is true of communication no. 32 appearing in appendix 34 of the report of findings on the internet dated January 20, 2022, published on June 15, 2021, which includes in this context the similar

message: *"gas is the essential complement to renewable energies. Capable of supplying energy to millions of homes and transforming mobility, gas will represent 50% of our energy mix"* with a link in the form of a clickable link to the institutional page *totalenergies.com* *"energy is reinventing itself"*.

151. Communication No. 34 published on the social network Facebook on September 10, 2021 is a screenshot of a text and a video that highlights the less polluting nature of natural gas but specifically focuses on the promotion of Liquefied Natural Gas - LNG to decarbonize a large part of the industry's energy consumption.
152. This is also the case for Communication No 35, which concerns the development of LNG for the decarbonisation of transport.
153. It follows from the foregoing that communications relating to fossil gas are not directly related to the promotion, sale or supply of energy to consumers. They do not meet the condition required to constitute a misleading commercial practice as alleged by the plaintiffs.
154. The plaintiffs will therefore be dismissed on this count.

ON THE ALLEGATIONS RELATING THE AGROFUELS

Statement of pleas:

155. The plaintiffs are asking the court to qualify as misleading commercial practices the allegations made in the TotalEnergies group's communications, relating to the fact that agrofuels would allow *"a reduction of at least 50% of CO2 emissions compared to their fossil equivalents"* or even *"90%"*, and would be an essential solution to decarbonize transport, as part of their communication to consumers.
156. They submit, in essence, that those claims are contradicted by the physical properties of those energies and omit essential information about their life cycle, which the defendants dispute.
157. In response, the defendants argue that the communications in question do not constitute commercial practices within the meaning of the Directive and that biofuels, which are not marketed as such to the consumer but are mandatory for use in petroleum products, have an essential role in the energy transition and contribute to the decarbonisation of the transport sector, as highlighted by the IEA and the IPCC.

Tribunal Response

158. It is necessary to examine the communications at issue on a case-by-case basis, on the basis of the classification from 41 to 44 according to the list drawn up in Exhibit 35 of the defendants, which is not contested, in order to determine whether or not they fall within the material scope of the Directive.

159. While the four communications contain the fact disputed by the plaintiffs that biofuels allow *"a reduction of at least 50% in CO2 emissions compared to their fossil equivalents"*, it appears from their examination that they were published in 2021, on the social networks Facebook, Instagram, Tweeter in the context of the group's announcement of its change of name and strategy, the day after the board of directors, with an informational aim.
160. In addition, they relate to the Group's strategy on the use of biofuels in the transport sector.
161. It follows from the foregoing that the communications relating to biofuels are not directly related to the promotion, sale or supply of TE's energy to consumers. They do not meet the condition required to constitute a misleading commercial practice, which they are accused of by the plaintiffs.
162. The associations' claim on this ground must therefore be dismissed.

THE ALTERNATIVE CLAIM Statement of grounds of appeal

163. In the alternative, the associations request that the court order injunctions to prevent and put an end to the damage caused to the atmosphere by the disputed allegations, on the basis of Article 1252 of the Civil Code, and in any event on the basis of Articles 1240 and 1241 of the Civil Code, for failure to comply with their general and environmental duty of vigilance.
164. They maintain that the dissemination of the allegations used for promotional purposes, which suggest that the current activities of the TotalEnergies group are compatible with the objectives of carbon neutrality and decarbonisation, cause ecological damage, by curbing the fight against climate change, which should be stopped by the measures requested.
165. In support of their claim based on Article 1252 of the Civil Code, they claim that it is a preventive action and an end to the unlawful act, independent of compensation for the ecological damage, which does not require it to be demonstrated that the conditions for civil liability under ordinary law are met, or to characterise a certain threshold of materiality of the damage, unlike Article 1247 of the Civil Code.
166. They therefore maintain that it is sufficient that ecological damage be characterised, and that the measures sought are reasonable and appropriate for preventing or putting an end to the damage.
167. In this regard, they claim that the dissemination of these claims to the public contributes to changing the behaviour of the consumer and other stakeholders of the company, by maintaining a high demand for fossil fuels, favourable to the interests of the company, which makes it impossible to combat climate change.
168. In particular, they point out that the consumer would be encouraged to consume more fossil products sold by the company, and less inclined

to adopt alternatives such as electric heating or cooking, and to switch to electric transport.

169. They argue that this phenomenon, which runs counter to the imperatives of transition that require a rapid and massive reduction in fossil fuel consumption, is the cause, now and in the future, of a surplus of GHG emissions and that it contributes to the delay in climate change mitigation and carbon lock-in, characterising damage to the regulatory functions of the climate.
170. They add that, in any event, by its misleading communications, the TotalEnergies group has failed to comply with its general duty of vigilance, and has committed a fault of environmental vigilance, for which it is liable on the basis of Articles 1240 and 1241 of the Civil Code.
171. **In response**, the defendant companies argue, in essence, that the action for prevention based on Article 1252 of the Civil Code is, like the action for damages under Article 1246 of the Civil Code, subject to the conditions of liability under ordinary law, which are not established, in the absence of proof of fault on their part.
172. In support of their claims, they dispute the existence of ecological damage, within the meaning of Article 1247 of the Civil Code, caused by their communications.
173. To this end, they stress that communications cannot be directly at the origin of an increase in GHG emissions, nor indirectly influence the consumer in his energy choices, which are conditioned by his domestic equipment.
174. They maintain that the case-law on the general and environmental duty of care is a liability regime, which cannot be transposed to the company's communication on its activities and its brand, which they dispute is misleading.
175. They point out that the alleged complaints actually relate to the environmental damage to the company's activity, which falls under a specific liability regime established by the legislator through Law No. 2017-399 of 27 March 2017 on the duty of vigilance.

Tribunal Response

176. As the claims relating to carbon neutrality and the energy transition have prospered on the basis of misleading commercial practices, it is appropriate to decide only on the claims relating to fossil gas and biofuels.
177. They concern exhibits numbered 31 to 44, in the repertoire of exhibit 35, ten of which concern fossil gas and four of which concern biofuel.
178. Under the terms of Article 1246 of the Civil Code, *"any person responsible for ecological damage is required to compensate for it."*

179. Pursuant to Article 1247 of the same Code, *"ecological damage consisting of a significant damage to the elements or functions of ecosystems or to the collective benefits derived by man from the environment shall be reparable, under the conditions provided for in this Title."*
180. Article 1248 of this code provides that *"an action for compensation for ecological damage is open to any person having standing and interest to act, such as the State, the French Office for Biodiversity, local authorities and their groups whose territory is concerned, as well as public establishments and associations approved or created for at least five years on the date of the institution of the proceedings whose purpose is the protection of nature and the defence of the environment"*.
181. According to Article 1252 of the Civil Code, *"independently of the compensation for ecological damage, the judge, seized of a request to this effect by a person mentioned in Article 1248, may prescribe reasonable measures to prevent or put an end to the damage."*
182. The standing of the plaintiffs for the prevention and cessation of the unlawful act, on the basis of Article 1252 of the Civil Code, is not disputed.
183. The plaintiff associations maintain, without there being any need to look for the existence of a fault or a causal link, that the dissemination of messages promoting gas and bio-fuel in the fight against climate change, by encouraging their consumption, through a false perception of their characteristics, harms the atmosphere.
184. However, for the reasons set out above, the communications relating to the promotion of fossil gas and agrofuel examined above, some of which do not contain the disputed claims, are not directly related to the sale of the group's energy to consumers.
185. In this context, it has not been sufficiently established by the plaintiffs to prove their influence on the consumer's behaviour in his acts of purchasing energy likely to cause damage to the atmosphere.
186. Nor has it been demonstrated that these messages, the omission of which was highlighted by the plaintiffs, are sufficient to encourage the company's decision-makers or stakeholders to give their support to the company in the development of gas and biofuel, and, in so doing, to delay the fight against climate change.
187. It follows from the foregoing that, since the ecological damage to the atmosphere is not sufficiently characterised by the dissemination of the communications at issue on fossil gas and biofuels, there is no need to grant the requests.
188. In the absence of demonstrated ecological damage, the claim cannot succeed on the ground of civil liability under ordinary law.

COMPENSATION FOR THE ALLEGATIONS

**RELATING TO CARBON NEUTRALITY AND THE ENERGY
TRANSITION**

189. For the reasons set out above, with regard to communications numbered 1, 2 and 3, the court held that the defendants had incurred liability on the basis of misleading commercial practices, pursuant to Articles L 121-2 and L 121-3 of the Consumer Code.
190. The defendants should be ordered to cease their wrongful conduct.
191. It is not disputed that communications numbered 1 and 2 are no longer broadcast or accessible on TotalEnergies' websites or social networks, but that communication numbered 3 is still available.
192. It is now included in the "*Our sustainable development approach*" section of the www.totalenergies.fr website, the publication of which should be stopped, subject to a penalty payment in accordance with the terms of the system, without there being any need to accompany it with measures restricting the group's future communication.
193. It is also necessary to order a measure for the publication of the operative part of the decision on the defendants' commercial website from which the communications were published, in accordance with the procedures set out in the operative part, without there being any need to order publication in newspapers.
194. Practices recognized as misleading constitute attacks on the collective interests that environmental protection associations have set themselves the task of defending.
195. They are therefore justified in claiming compensation for their non-pecuniary damage, which should be set at the sum of EUR 8 000 each.

The other claims

196. The defendants, who are mainly unsuccessful, will be ordered jointly and severally to pay the costs and to pay the plaintiffs, jointly and severally, compensation on the basis of Article 700 of the Code of Civil Procedure, which it is fair to set at the total sum of EUR 15,000
197. The nature of the case is compatible with the provisional execution that will be ordered except on the measure of judicial publication.

FOR THESE REASONS,

The court:

1- Holds that the companies TotalEnergies and TotalEnergies Electricité et Gaz France have committed misleading commercial practices, by disseminating, from the www.totalenergies.fr website, messages based on the allegations relating to their "*ambition to achieve carbon neutrality by 2050*" and "*to be a major player in the*

energy transition" likely to mislead the consumer about the scope of the Group's environmental commitments,

2-Holds them civilly liable to the associations Greenpeace France, Notre Affaire à Tous and Friends of the Earth France because of these acts,

3-Condemns in solidum the companies TotalEnergies and TotalEnergies Electricité et Gaz France to pay each of the plaintiff associations the sum of €8,000 (eight thousand euros) in compensation for their non-pecuniary damage,

4-Injunction to TotalEnergies and TotalEnergies Electricity and Gas France to cease broadcasting the following communication, online on the www.totalenergies.fr website,

"Our ambition is to be a major player in the energy transition while continuing to meet the energy needs of populations" "We place sustainable development at the heart of our strategy, our projects and our operations to contribute to the well-being of populations, in line with the Sustainable Development Goals defined by the United Nations. "

"We place sustainable development at the heart of our strategy, our projects and our operations to contribute to the well-being of populations, in line with the Sustainable Development Goals defined by the United Nations."

"More energy, less emissions: this is the double challenge that we must take up alongside our stakeholders in order to contribute to the sustainable development of the planet and face the climate challenge. Our ambition is to contribute to achieving carbon neutrality by 2050 together with society [...] By offering our customers energy products that are less and less carbon-intensive"

5-Holds that this cessation must take place within one month of the notification of the decision, and after this period, subject to a provisional penalty of 10,000 euros per day of delay for a period of 180 days,

6-Orders the companies TotalEnergies and TotalEnergies Electricité et Gaz France to publish on the home page of their website www.totalenergies.fr in a visible manner and, in any event, above the fold, in text mode, without any added mention, in a box of a minimum of 468x120 pixels, without any advertising insert, the title "DECISION OF THE JUDICIAL COURT OF PARIS" in 'verdana' font, in capital letters and size 14, and immediately followed by a hypertext link in the same font, size 12, in blue, referring to a page hosted on the www.totalenergies.fr website with the operative part of this decision as its content, in pdf version,

7-Holds that this communication shall be posted for an uninterrupted period of 180 days,

8-Holds that this publication must take place within one month of the notification of the decision, and after this period, subject to a provisional penalty of 10,000 euros per day of delay for a period of 180 days,

9-Holds that any dispute concerning the payment of penalty payments shall fall within the jurisdiction of the same court,

10-Dismisses the associations Greenpeace France, Notre Affaire à Tous and Friends of the Earth France of their claims based on the allegations relating to fossil gas and agro-fuels, and their alternative claims,

11-Orders TotalEnergies and TotalEnergies Electricité et Gaz France to pay the costs in solidum,

12-Condemns in solidum the companies TotalEnergies and TotalEnergies Electricité et Gaz France to pay the plaintiff associations the total sum of €15,000 (fifteen thousand euros) on the basis of Article 700 of the Code of Civil Procedure,

13- Excludes provisional execution with regard to the publication of the device on the www.totalenergies.fr website. **14- Holds that** there is no reason to set it aside for the remainder.

Done and judged in Paris on 23 October 2025

The Clerk
Alice LEFAUCONNIER

The President
Laure ALDEBERT