

General Terms & Conditions for the Procurement of Non-Production Parts and related Services

Version 11/05/2023

Translated version from the French edition of the MMT-B Terms and Conditions. In case of legal dispute, the French version remains the legal basis.

Purpose

These Terms and Conditions describe the general terms and conditions for the purchase of nonproduction materials and services for the site of MANUFACTURING THE MOBILITY OF TOMORROW IN BORDEAUX (hereinafter "MMT-B").

Definition of non-production materials: All purchases of products that a company needs to operate properly, but that do not directly concern its production. A non-production material is considered as foreign to the nomenclature of a finished product.

Definition of services covered by these General Terms and Conditions: All purchases of services that a company needs to operate properly, but that do not directly concern its production.

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1. General Observations

- 1.1 These General Terms & Conditions of Purchase (hereinafter "TCP") constitute a basis for negotiation regarding any contractual relationship between MMT-B and any SUPPLIER.
- 1.2 If they are accepted as they stand by the SUPPLIER, these TCPs shall govern the relationship between that SUPPLIER and MMT-B pertaining to the delivery of non-production materials and the provision of services. Any individual agreements or implementing contracts that may be entered into between MMT-B and the SUPPLIER (including ancillary agreements, amendments and other modifications) shall in all cases take precedence over these TCPs.
- 1.3 To apply, the general terms and conditions of sale of the SUPPLIER must be explicitly accepted in writing by MMT-B. Should there be any contradiction regarding the essential terms and conditions, these TCP shall take precedence over the general terms and conditions of sale of the SUPPLIER.
- 1.4 Where the SUPPLIER agrees to comply with the provisions contained in these TCP, they SHALL constitute a framework agreement that shall also apply to future contracts of the same type, i.e. for the purchase of non-production materials or the provision of services, without MMTB having to refer to them again.

2. Formation of the Contract

- 2.1 Contracts for the purchase of non-production materials or the provision of services shall be formed on the way of acceptance in writing by the SUPPLIER of the order or request for provision of services from MMT-B.

As an exception, the contract shall be formed on the date of placing of the order by MMT-B, for all catalogue orders.
- 2.2 Should the SUPPLIER not have accepted the order placed by MMT-B within a period of fourteen (14) days following receipt in writing, MMT-B shall be entitled to cancel the order.

3. Price and Financial Terms

- 3.1 The price indicated is exclusive of VAT. Unless otherwise agreed, the price includes all the services provided and deliveries made by the SUPPLIER, in particular the development, production and delivery of the goods, as well as the performance of all services work under warranty.

Travel and other expenses must be indicated separately in the quote provided by the SUPPLIER.
- 3.2 The agreed price is a fixed price; in particular, it is independent of cost increases, including increases in the costs of spare parts, raw materials, energy and labour, unless MMT-B and SUPPLIER agree otherwise in writing. The price agreed is also independent of the quantity of deliverables or services ordered. Payment of the amounts invoiced shall be made within thirty (30) days net following the date of issue of the invoice, but under no circumstances before MMT-B has received the delivery in question or before the service mentioned on the invoice has been carried out.

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- 3.3 In the event of late payment, the provisions of article 441-10 of the French Commercial Code shall apply.
- 3.4 MMT-B shall be entitled to exercise a right of retention insofar as the law so allows

4. Delivery dates, transfer of risks and transport

- 4.1 Delivery dates and quantities stipulated in the orders for delivery of non-production materials or provision of services are binding.
- 4.2 Unless otherwise agreed, deliveries are made to MMT-B "DAP" within the meaning of the Incoterms 2020 or to the location indicated by MMT-B in the order. MMT-B reserves the right at any time to opt for "FCA" delivery within the meaning of the Incoterms 2020. In that case, the transport costs shall be deducted from the delivery price. Where MMT-B bears the transport costs, the SUPPLIER shall be required to choose the most appropriate commercial transport options for MMT-B, unless MMT-B exercises its right to determine the means of transport or delivery.
- 4.3 In order to guarantee compliance with the delivery date or lead time, where a DAP delivery is set up, the receipt of the goods and delivery documents by MMT-B or by the consignee appointed by MMT-B shall be decisive. In the event of FCA delivery, the dates and quantities indicated in the order shall be understood as collection dates. The SUPPLIER shall be required to provide the carriers appointed by MMT-B with information relating to collection.
- 4.4 For catalogue orders, MMT-B shall determine the quantity of individual orders as well as the order dates for partial deliveries. Information concerning the quantities indicated in enquiries, in the contract and/or in messages concerning provisional requirements or provisional volumes of subsequent orders do not give rise to any obligation of acceptance. Catalogue orders may also be placed by electronic transfer in compliance with currently applicable standards.
- 4.5 MMT-B reserves the right to refuse delivery (or part of delivery) at the expense of the SUPPLIER, both in the event of over-delivery and of under-delivery of the quantities ordered, as well as in the event of early or late delivery.
- 4.6 The SUPPLIER shall inform MMT-B in writing as soon as possible of any late delivery and/or performance date, stating the reasons for the delay and the estimated duration of the delay. The unconditional acceptance of a delayed delivery does not constitute a waiver on the part of MMTB of its rights in relation to the delay in delivery.
- 4.7 If the SUPPLIER fails to meet the deadlines, MMT-B shall be entitled to use a "special delivery" or to cancel the order, at the expense of the SUPPLIER. In the event of cancellation, the SUPPLIER shall cover the cost of returning the goods, where applicable.

Similarly, should the SUPPLIER fail to meet the deadlines and if it is found that there is a delay of 48 hours (excluding RED HOT), MMT-B shall be entitled to request compensation to the amount of:

- 1% of the amount of the undelivered goods (purchase price excluding VAT) or of the services not provided, up to 96 hours
- 3% up to a delay of two weeks □ 5% between two weeks and one month □ 10% beyond one month.

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The said sums shall be due without any need for formal notice, without prejudice to any other rights that MMT-B may have. The SUPPLIER may be exonerated from liability only if they are able to prove that the delay was not caused by them.

5. Shipment documents

The SUPPLIER undertakes to comply with all the shipping instructions provided by MMT-B concerning the corresponding orders.

The SUPPLIER shall be required to attach to each consignment a complete and numbered consignment note indicating, in particular, the description of the products, the quantities delivered, the weight, the customs nomenclature, as the case may be, and the order number.

For consignments that do not form a complete wagon or lorry load, the consignment note shall be placed in one of the packages, which must be marked "consignment note enclosed". For shipments that form complete wagon or truck loads, the complete consignment note must be placed in an unsealed envelope that must be secured inside the transport vehicle, near the door.

6. Packaging

6.1 The SUPPLIER shall transport, package, label and ship the goods in compliance with the packaging instructions provided by MMT-B and, where applicable, by the carrier transporting the goods in question. If there are no specific instructions, the products must be properly and sufficiently packaged, in appropriate packaging taking into account their nature and the precautions to be taken in order to protect them against bad weather conditions, corrosion, loading and unloading accidents, transport and storage constraints, vibrations or shocks, etc.

6.2 The SUPPLIER shall reimburse MMT-B for all costs incurred by MMT-B due to defective packaging, labelling, transport or shipment, without prejudice to any other rights that MMT-B may have. The SUPPLIER shall be exonerated from liability only if they are able to prove that they were not at fault.

6.3 If the SUPPLIER does not comply with the agreed shipment conditions, MMT-B shall be entitled to use a "special delivery" at the SUPPLIER's expense, without prejudice to any other rights which MMT-B may have. The SUPPLIER shall be exonerated from liability only if they are able to prove that they were not at fault.

7. Failure to deliver

If the SUPPLIER fails to deliver the goods or to provide the various services concerned, the applicable legal provisions shall apply.

8. Force majeure

8.1 Any delay or failure by a party to fulfil its contractual obligations shall be excused in the event of force majeure. Any legal measure, natural disaster, epidemic or pandemic (hereinafter referred to as "force majeure" or "force majeure events") shall constitute a case of force majeure exonerating the party from liability.

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- 8.2 Any party wishing to invoke a force majeure event shall inform the other party as soon as it becomes aware of the occurrence of such an event. The party affected by the force majeure event shall make every effort to avoid, eliminate or reduce the causes of the delay and resume performance of its obligations as soon as the event invoked has disappeared. In any event, for the entire duration of the suspension of the obligations of the party affected, MMT-B shall be entitled to obtain deliveries from a third party.
- 8.3 Should the case of force majeure exceed 30 (thirty) days without interruption or at least 60 (sixty) days in total over a period of 180 (one hundred and eighty) consecutive days, MMT-B shall be entitled to terminate all or part of the Contract ipso jure. In that case, neither of the Parties may require any compensation or damages from the other. The obligations pertaining to products delivered or services provided previously shall not be affected by these provisions.

9. Procedure for inspection of the goods

- 9.1 Pertaining to the duty of MMT-B, as a trader, to check and report defects regarding compliance of the goods, it is stipulated that: MMT-B checks the goods delivered to it only with regard to defects which are obviously apparent on receipt of the goods by means of an external inspection of the goods (e.g. incorrect number of items, incorrect identification of the goods or transport damage); quality checks by means of random checks are only to be carried out insofar as this is feasible in the normal course of business. The right of MMT-B to report defects discovered at a later date remains unaffected. MMT-B shall inform the SUPPLIER in writing or electronically as soon as possible of any defects in the goods that have been discovered in light of the commercial procedures implemented by MMT-B, but in any event within five (5) business days following the date of discovery of the defect concerned. In view of the quality assurance which is the responsibility of the SUPPLIER, the SUPPLIER waives any request concerning inspection of the goods that would extend beyond the stipulations herein.

The present stipulations apply within the limits of compliance with the provisions of Article 1604 of the French Civil Code and associated case law.

- 9.2 Payments made by MMT-B for subsequent orders do not in any way constitute acceptance of defects in goods or missing deliveries, nor do they constitute a waiver of MMT-B's warranty rights or other rights arising from defects.

10. Liability for defects

- 10.1 The legal provisions stipulated in articles 1604 and 1641 of the French Civil Code shall apply.

In addition to the aforementioned legal provisions, it is explicitly agreed that in the event of noncompliance or hidden defects, MMT-B shall have the option of requesting that the defect be repaired or that a defect-free product be delivered within a reasonable period stipulated by MMTB, at the expense of the SUPPLIER. The SUPPLIER may refuse the remedies mentioned only if they can provide evidence that they are impossible to carry out or would give rise to disproportionate costs. Where the SUPPLIER provides a defect-free product by way of remedy, they may demand the return of the defective product at their own expense.

If the SUPPLIER does not fulfil their obligation to remedy the defect within a reasonable time frame stipulated by MMT-B, for whatever reason, MMT-B may demand reimbursement of the price paid and the costs incurred by the sale (including the costs of returning the product) or

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take charge of repairing the defect in order to avoid greater losses, taking serious risks or having risks taken by a third party. The resulting costs will then be borne exclusively by the SUPPLIER.

In addition, the SUPPLIER retains responsibility for the costs incurred in the elimination of defects, in particular the costs of transport, dismantling and installation, administrative costs, handling costs and other costs and damages caused for the elimination of the defect or arising therefrom.

These provisions shall not prevent MMT-B from exercising its rights arising from failure on the part of the SUPPLIER to fulfil their various legal and contractual obligations. In particular, MMT-B may claim compensation for all the direct and indirect financial consequences arising from damages of any kind, caused to persons or to property.

- 10.2 The warranty period shall be a minimum of 24 (twenty-four) months following the date on which the defect is discovered, unless a longer period is stipulated by the parties or indicated in the terms and conditions of the SUPPLIER.
- 10.3 For goods and merchandise which cannot remain in service while a defect is being examined and/or repaired, the current warranty period shall be deemed to be extended by the duration of the interruption of operation.
- 10.4 In any event, the SUPPLIER shall be held liable, and undertakes to bear all the direct and indirect financial consequences arising from damage of any kind caused to persons and/or property, as well as from measures providing for withdrawal, suspension, consignment, modification and/or destruction of the products, whether these measures are ordered by the authorities or chosen, and irrespective of the grounds for such measures: in particular in the event of hidden defects, failure to comply with a standard or a regulation or security flaw.

11. Product liability and insurance cover

The legal provisions of article 1245 of the French Civil Code shall apply.

- 11.1 Should MMT-B be the subject of legal action on the grounds of product liability (defective products or hidden defects), the SUPPLIER shall be required to compensate MMT-B and to release MMT-B from all liability with regard to third party claims and to reimburse MMT-B for the costs incurred, insofar as the damage is due to a defect in the goods supplied by the SUPPLIER. The same principle shall apply in the event of an action for liability for fault if the SUPPLIER themselves has committed a fault. In order to prevent any legal action, each of the parties shall cooperate with the other as far as possible, in particular by providing the necessary human, material and financial resources.
- 11.2 The SUPPLIER hereby undertakes to take out, for the entire duration of the contract, a professional civil liability insurance policy with an appropriate amount insured including a suitable ceiling and to keep evidence of the said insurance cover. MMT-B reserves the right to require, at the time of the transmission of a request for information and/or a contract, that the amounts insured are maintained and documented.

12. Work carried out

SUPPLIER staff carrying out work on the premises of MMT-B or on the premises of third parties designated by MMT-B are required to comply with all the internal rules and instructions of MMT-B or the designated third party. The internal regulations of the MMT-B site can be consulted,

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downloaded and printed on the company's website (under construction) or will be supplied by MMT-B to the SUPPLIER on request.

13. Responsibility of subcontractors

The sub-contractors of the SUPPLIER shall be deemed to be their employees. The SUPPLIER shall remain solely responsible for the proper performance of their obligations under the Contract.

In the capacity of principal, the SUPPLIER undertakes to require its subcontractors to provide, every six months, all the documents stipulated in Articles D. 8254-2 et seq. of the French Labour Code, and more specifically:

- Their due diligence certificates issued by URSSAF;
- Their companies register certificates (K-BIS) (or trade register identification cards); and
- The list of foreign employees requiring a work permit under article L. 5221-2 of the French Labour Code.

The SUPPLIER shall also ensure that the said documents are valid.

The SUPPLIER shall also ensure that they comply with their due diligence obligation if the services of subcontractors established outside France are used. In that regard, the SUPPLIER undertakes to obtain:

- Their intra-Community VAT number (or, if they are not required to have the said number, a document stating their identity and address or, where applicable, the contact information of their ad-hoc tax representative in France);
- A document certifying that the situation of the subcontractor complies with the European regulation on the co-ordination of social security systems, or with an international social security agreement;

Where the legislation of the country in which the foreign subcontractor is domiciled so provides, the SUPPLIER shall also obtain:

- A document from the body in charge of the mandatory social security scheme stating that the subcontractor is up to date with its social security declarations and payment of the relevant contributions, or an equivalent document;
- Or, failing that, a certificate of filing of social security declarations and payment of social security contributions.
- Where registration of the subcontractor on a professional register is mandatory in the country of establishment or domicile, the SUPPLIER shall also obtain:
- Either a document issued by the authorities holding the professional register or an equivalent document certifying such registration;
- Or a quote, advertising document or business correspondence, provided that the name or company name, the full address and the nature of the registration on the professional register are mentioned;
- Or, for companies in the process of incorporation, a document dating back less than six months issued by the authority authorised to record the registration on the professional register, certifying that an application for registration has been made.

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14. Availability of material

- 14.1 MMT-B shall remain the owner of the machines, samples or test parts, materials, containers, special packaging and other objects entrusted by MMT-B to the SUPPLIER for fulfilment of an order. They may only be used for the purposes for which they were designed. The processing of the materials and the assembly of the parts are considered to be carried out for the benefit of MMT-B. It is understood by the parties that MMT-B is the joint owner of the products manufactured with the materials and parts supplied by MMT-B in proportion to the value of the materials supplied by MMT-B in relation to the value of the product as a whole; such parts shall therefore be considered to be held by the SUPPLIER for the benefit of MMT-B.
- 14.2 The SUPPLIER shall be liable for loss, damage and material prejudice caused by themselves, their representatives, employees or agents when the goods or merchandise are in their possession or under their control for use in the performance of the Contract. The SUPPLIER may be exonerated from liability only if they are able to prove that they were not at fault. The SUPPLIER undertakes (i) to store and maintain MMT-B goods properly on their business premises, (ii) not to mix them with their own goods or those of a third party, (iii) to identify them clearly as being the property of MMT-B, (iv) to insure them sufficiently against any loss or damage and (v) not to move them to any other place, whether they belong to MMT-B or to a third party, except with the prior written approval of MMT-B or in the event of an emergency. At the request of MMT-B, the SUPPLIER shall return all items belonging to MMT-B without delay. This provision also applies to all documents and technical data supplied to the SUPPLIER by MMT-B.
- 14.3 MMT-B shall be entitled to enter the SUPPLIER's premises at reasonable times with the prior authorisation of the SUPPLIER and by appointment, in order to inspect its property and the SUPPLIER's records pertaining thereto.

15. Assignment of rights, offsetting and right of retention

- 15.1 The SUPPLIER may not assign their contractual claims, entirely or in part, to third parties, nor have them collected by third parties, without the written approval of MMT-B. In the event of assignment of MMT-B's claims without its prior approval, MMT-B shall be entitled to continue to make payments directly to the SUPPLIER.
- 15.2 The SUPPLIER shall have a right of offsetting or retention only for uncontested claims or claims which have been the subject of a court decision that has the force of res judicata, and shall have a right of retention only in cases where the said right arises from the same contractual relationship.

16. Peaceful possession guarantee / intellectual property right / know-how

- 16.1 Pursuant to Articles 1625 et seq. of the French Civil Code, the SUPPLIER guarantees peaceful possession of the thing sold. In particular, the SUPPLIER warrants that the goods or services supplied by themselves are not covered by any third party rights and, in particular, any third party claims in respect of the goods or services themselves, the materials or the processes used. Third party rights are understood to include property rights, patents, trademarks, copyrights, utility models and registered designs, as well as their respective applications.
- 16.2 The SUPPLIER hereby undertakes to indemnify MMT-B and to hold it harmless from any liability, throughout the world, with regard to any third party claim arising from its products or services related to alleged infringements of the rights mentioned hereinabove, as well as to indemnify MMT-B for all costs and expenses relating to these claims.

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- 16.3 These provisions shall not apply if the SUPPLIER has produced or supplied the goods or services in accordance with the drawings, models or other similar descriptions or information supplied by MMT-B, and if the SUPPLIER was not in a position to know that the goods or services supplied by them infringed the rights of third parties.
- 16.4 Before starting to supply the goods or services, the SUPPLIER shall establish what intellectual property rights (published and unpublished) and pending applications for intellectual property rights exist concerning the goods or services which are their own property or which they hold a licence.
- 16.5 The SUPPLIER hereby grants MMT-B exclusive ownership of the results of development arising from the performance of the Contract, including the intellectual property rights pertaining thereto, wherever the development has been ordered by MMT-B. If MMT-B has not yet paid for the fruits of the development, MMT-B shall be granted a simple right of use which shall be free of charge, irrevocable, transferable and sub-licensable. MMT-B shall also be granted the transferable and sub-licensable right to use all the intellectual property rights incorporated in the results of the development, of whatever type, in order to reproduce and modify them, as it sees fit and without limitation.
- 16.6 The SUPPLIER grants MMT-B a simple, free, transferable and sub-licensable, irrevocable right to use its knowledge and know-how, development results and/or IP rights that already existed prior to its cooperation with MMT-B ("Former Intellectual Property rights"), in order to allow MMT-B, alone or through a third party, to use the development results mentioned in article 16.5 or the goods and/or services supplied by the SUPPLIER for any type of use.
- 16.7 The right to register and claim intellectual property rights concerning developments arising from the performance of the contract is granted only to MMT-B. Inventions by the employees of the SUPPLIER during the term of the contractual relationship with MMT-B and within the framework of the performance of the Contract shall be claimed accordingly by the SUPPLIER and passed on to MMT-B.
- The SUPPLIER shall be entitled to register intellectual property rights for developments which have not been made for commercial purposes. MMT-B shall, however, at least benefit from a right of use in compliance with the first paragraph of article 16.5 hereinabove. Each of the Parties shall bear all the financial costs associated with the work leading to the invention themselves, without prejudice to the applicable legal provisions.
- 16.8 MMT-B shall also benefit from the said rights in the event of early termination or expiry of the Contract and the said rights shall also cover the results of (partial) developments achieved until the termination date.

17. Dangerous / Hazardous products

Unless otherwise agreed, the provisions of this section shall

- 17.1 With regard to materials (substances, preparations) and objects (e.g. products, parts, technical equipment) which, by their nature, properties or conditions, could represent a danger to the life and health of persons, the environment or property and which must therefore be subject to specific provisions complying with the regulations applicable to the packaging, transport, storage, handling and disposal of waste, the SUPPLIER shall provide MMT-B with a complete safety data sheet in compliance with article R4411-73 of the French Labour Code. In addition, the SUPPLIER shall comply with standard MMT-B_904410 ("Management of Prohibited and

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Declarable Substances and Materials"). This standard can be consulted, downloaded and printed at the following address (to be provided) or will be supplied by MMT-B at the request of the SUPPLIER.

In the event of modification of the materials or of the legal situation, the SUPPLIER shall provide MMT-B with updated information and reporting sheets. The SUPPLIER undertakes to provide MMT-B spontaneously, every year, with a formal declaration indicating the number of the articles and the corresponding code (list of goods, foreign trade statistics). For goods shipped to European destinations, the SUPPLIER shall inform MMT-B of the "classification of dangerous goods" in compliance with the European Agreement concerning the International Carriage of Dangerous Goods by Road.

- 17.2 Where the SUPPLIER supplies a product that MMT-B has already procured and uses within its production, the SUPPLIER shall, without prejudice to other obligations regarding notice and information, spontaneously inform MMT-B of any modification concerning the specifications of the said product.
- 17.3 The SUPPLIER shall provide MMT-B with all the useful information needed to assess risks to the safety and health of users of the product or third parties. In that respect and in accordance with article 2 of Directive 2001/95/EC, particular attention should be paid to the following points:
- The characteristics of the product, in particular its composition, packaging, conditions of assembly and, as the case may be, installation and maintenance;
 - The effect of the product on other products if it can reasonably be expected that the former will be used with the latter;
 - The presentation of the product, its labelling, any warnings and instructions concerning its use and disposal, and any other indication or information relating to the product;
 - The categories of consumers who are at risk when using the product, in particular children and the elderly.
- 17.4 The SUPPLIER shall provide MMT-B with all the information required for registration in accordance with Regulation (EC) no. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"), as well as registration confirmations (if any already exist).
- The same applies to information and/or confirmation of registration under Council Directive 67/548/EEC on the approximation of laws, regulations and administrative provisions relating to the classification, packaging and labelling of dangerous substances ("Directive 67/548/EEC"). The SUPPLIER hereby confirms that they are in compliance with the obligations arising from the REACH Regulation and/or Directive 67/548/EEC.
- For its products and/or services, the SUPPLIER shall use the most advanced state of the art and technology as well as the applicable safety prescriptions (for example the VDA standards or the IMDS database) and shall comply with the European regulations in force and in particular, Directive 2000/53/EC on end-of-life vehicles (and its associated amendment 2002/525/EC), Regulation (EC) no. 1005/2009 on substances that deplete the ozone layer, Directive 2002/96/EC on waste electrical and electronic equipment (WEEE). The SUPPLIER shall also comply with the various technical data and other specifications agreed upon.

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17.5 The SUPPLIER shall ensure that their own suppliers are subject to the obligations mentioned in article 17.4 hereinabove and, in addition, that the said suppliers in turn impose these same obligations on their own suppliers so that the entire supply chain is subject to the same obligations with respect to the SUPPLIER.

18. Quality and environmental management

18.1 Unless otherwise agreed between the parties, the SUPPLIER shall establish and provide evidence of the existence of a quality management system complying with the ISO 9001 standard, with the corresponding certifications, and shall implement the various processes and workflows provided for by the said standard for the duration of the Contract. MMT-B shall be entitled to verify the effectiveness of the SUPPLIER's quality management system by means of an on-site audit after consultation with the SUPPLIER, where there is a legitimate interest in doing so. The audit shall exclude sectors regarding which the SUPPLIER is able to prove that they have a legitimate interest in protecting their confidentiality.

18.2 The SUPPLIER hereby undertakes to pass on the obligations stipulated in article 18.1 to their own SUPPLIERS and to regularly verify compliance with these obligations within the supply chain. The SUPPLIER undertakes to ensure that MMT-B is also able to carry out the audit described in article 18.1 hereinabove on the premises of its own suppliers.

18.3 The SUPPLIER shall be bound by the specifications, drawings, CAD data and descriptions which form an integral part of the Contract (including any modifications agreed upon in the framework of the management of modifications). The SUPPLIER shall be required to check this information immediately for any discrepancies and shall inform MMT-B in writing without delay of any error or doubt suspected or discovered. If the SUPPLIER fails to do so, they will not be able to claim the benefit of such discrepancies/errors/doubts subsequently. The foregoing provisions apply mutatis mutandis when such discrepancies, errors or doubts arise only during the performance of the Contract.

The SUPPLIER shall remain solely responsible for the specifications, drawings, plans, calculations, etc. drawn up by the SUPPLIER, even if they have been approved by MMT-B.

18.4 In due course, the SUPPLIER shall provide MMT-B with all the information pertaining to the customs origin of the goods and merchandise. The SUPPLIER shall be responsible for any inconvenience suffered by MMT-B as a result of incorrect or late declarations by the SUPPLIER, unless the latter demonstrates that they have not committed any fault.

At MMT-B's request, the SUPPLIER shall provide proof of the origin of the goods and merchandise by means of an information sheet certified by customs.

18.5 The SUPPLIER shall establish and provide proof of the existence of an environmental management system in compliance with the ISO 14001 or EMAS standard and shall implement within their own organisation the various processes and workflows stipulated by the said standards throughout the duration of this Contract. MMT-B shall be entitled to verify the effectiveness of the SUPPLIER's environmental management system by means of an on-site audit after consultation with the SUPPLIER, where there is a legitimate interest in doing so. Article 18.2 hereof shall apply mutatis mutandis.

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19. Spare parts

The SUPPLIER shall supply the spare parts for the goods or, if spare parts are no longer available or can no longer be manufactured, shall supply, after approval by MMT-B, the corresponding replacement products. The obligation to supply spare parts shall be maintained for a period of ten (10) years after the delivery concerned, and, where this applies, after commissioning.

20. Order modifications

- 20.1 MMT-B may make written requests for modifications pertaining to the design and execution of products or services (including drawings, materials and specifications). The SUPPLIER shall check the feasibility of such requests and inform MMT-B as soon as possible, but at the latest within 10 (ten) business days of receipt of the request for modification, of the impact of the modification on the production process, delivery times and unit price, by presenting written and verifiable documentation. MMT-B and the SUPPLIER shall then agree amicably and reasonably on the various consequences arising from the changes requested.
- 20.2 Any modification of the goods or services (including drawings, materials and specifications), or of processing, packaging, shipment, date or place of delivery requested by the SUPPLIER shall require the prior written approval of MMT-B. If the requested modification is accepted by MMT-B, the order will be updated.

21. Term of the Contract and termination

- 21.1 The duration of the obligations is specified in each implementation contract.
- 21.2 MMT-B reserves the right to terminate the contract at any time, with one month's notice, if any of the following conditions are met:
- 25% or more of the voting shares of the SUPPLIER are acquired by a third party or any other change of control occurs with regard to the SUPPLIER, and the said takeover/change is likely to jeopardise the legitimate interests of MMT-B or those of one of its subsidiaries or companies controlled directly or indirectly within the meaning of Article L.233-3 of the French Commercial Code. Such harm is deemed to occur, in particular, where a competitor of MMT-B or of one of its subsidiaries or companies controlled directly or indirectly within the meaning of article L.233-3 of the French Commercial Code, takes control of the latter; or
 - Due to force majeure, the SUPPLIER is unable to fulfil their obligations under the Contract beyond the periods specified in article. 8.3; or
 - A defect or quality flaw is identified and the SUPPLIER fails to remedy the defect or flaw within a reasonable grace period stipulated by MMT-B; the same applies if the SUPPLIER delivers defective products (whether the cause of the defect is the same or different), even if the defect or flaw is corrected individually within the grace period stipulated for each of them; or
 - Collective proceedings (within the meaning of Articles L.622-13 and L.631-14 of the Commercial Code) have been opened against the SUPPLIER and a formal notice to make a decision on the continuation of the contract served by MMT-B on the receiver has remained unanswered for more than a month.

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The SUPPLIER shall have no claim based on the early termination of the contract when one of the aforementioned conditions is met, with the exception of claims for remuneration of any work carried out prior to the date of termination.

- 21.3 For any contract for the provision of services entered into between MMT-B and the SUPPLIER, the following stipulations shall apply, in addition to the provisions stipulated in point 21.2:

Provided that termination has not taken place on serious grounds attributable to the SUPPLIER, MMT-B shall pay the SUPPLIER partial compensation corresponding to the amount of the partial service actually carried out and shall reimburse the expenses incurred and substantiated by the SUPPLIER for the work carried out up to the moment of receipt of the notice of termination, an amount which will in any event be limited to the amount of compensation contractually fixed by the parties. The SUPPLIER shall be required to check whether the deliverables already available can be used in another context and shall demonstrate all the efforts made to that end. MMT-B may refuse to reimburse any costs until such efforts have been demonstrated. The SUPPLIER undertakes to compensate the value of the services provided up to the said date insofar as these services are used elsewhere. Insofar as MMT-B reimburses the costs, MMT-B has an exclusive right to all deliverable products available up to the said date.

Within a period of one month following the effective date of termination, the SUPPLIER shall notify MMT-B of their requests for reimbursement, which are in any event limited according to the terms stipulated in the previous paragraph. MMT-B shall be entitled to consult the SUPPLIER's records before or after the reimbursement in order to verify the accuracy of the amounts claimed by the SUPPLIER.

- 21.4 In any event, in compliance with article 1217 of the French Civil Code, any party with respect to whom a commitment has not been fulfilled or has been fulfilled imperfectly has the possibility, among other things, of bringing about the termination of the contract.
- 21.5 Upon expiry of any contract, the SUPPLIER shall be required to hand over immediately to MMT-B all the work instruments owned by MMT-B as well as, on request, all the drawings and maintenance plans pertaining thereto. The same applies to all technical documents, data and other elements which MMT-B has made available to the SUPPLIER.
- 21.6 Termination or expiry of a contract does not affect the provisions which, by their nature, are intended to survive such termination or expiry; this applies in particular to the obligations stipulated in articles 10, 11, 16, 18, 19, 22 to 26 and 30.

22. Confidentiality

- 22.1 The SUPPLIER undertakes to treat as confidential all information communicated or made available to them by MMT-B in the framework of their business relations, or by companies controlled directly or indirectly by MMT-B within the meaning of article L.233-3 of the French Commercial Code. The SUPPLIER undertakes not to disclose such information to third parties and to ensure that the confidential information does not fall into the hands of third parties, insofar as the said information:
- (a) Is not accessible to the public; or
 - (b) Has not been provided to the recipient of such information by a third party authorised to do so and who is not subject to a confidentiality obligation; or
 - (c) Was not previously known to the SUPPLIER, as evidenced.

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- 22.2 Should the SUPPLIER become aware that information which should be treated as confidential has reached a third party or that a document which should remain confidential has been lost or destroyed, the SUPPLIER shall immediately inform MMT-B.
- 22.3 The SUPPLIER undertakes, subject to any other provisions that apply within the framework of a separate contract, not to exploit or use, without the express written approval of MMT-B, the information received from the latter for purposes other than those agreed between the parties.
- 22.4 The duty of confidentiality of the SUPPLIER shall extend to all members of staff and agents concerned, irrespective of the nature and legal form of their employment/engagement. The SUPPLIER undertakes to inform the aforementioned persons of the duty of confidentiality and to impose on them an equivalent obligation of confidentiality. The SUPPLIER shall endeavour to limit as far as possible the circle of persons concerned, in the interests of confidentiality.
- 22.5 The obligation of confidentiality and the restrictions pertaining to the use of confidential information shall apply throughout the duration of the SUPPLIER's business relationship with MMT-B and shall continue to apply after the end of the contract for a period of 10 (ten) years.

23. Protection of personal data

- 23.1 MMT-B and the SUPPLIER hereby guarantee that they each maintain, for their part, the confidentiality of the personal data collected and processed in the framework of their relationship in compliance with the provisions of French Law no. 78-17 of 6 January 1978 relating to information technology, files and freedoms, as amended by Law no. 2018-493 of 20 June 2018 (Law no. 78-17) and by the General Data Protection Regulation no. 2016-679 (the GDPR).
- 23.2 For the personal data they process and collect on their behalf and in their name, MMT-B and the SUPPLIER are each the data controller.
- 23.3 MMT-B and the SUPPLIER guarantee to each other that they will not process personal data without having a legal basis for doing so, as stipulated in article 5 of Law no. 78-17 and article 6, §1 of the GDPR. The personal data collected and/or processed by MMT-B and the SUPPLIER are kept solely for the performance of the Contract(s) entered into between them and for the performance of their respective contractual obligations, subject to cases in which the retention of data is required in order to comply with legal and regulatory obligations.

The data collected are kept for the time required to fulfil the aforementioned purposes:

Within the limits of the applicable limitation period; and

In compliance with specific legal obligations regarding retention.

- 23.4 Access to personal data collected and/or processed by MMT-B and the SUPPLIER shall be strictly limited to employees of the data controller, authorised to process such data in the framework of their duties. The data collected and processed may be communicated to third parties with whom MMT-B or the SUPPLIER are linked by contract for the performance of subcontracted tasks, it being specified that, in such a case, MMT-B and the SUPPLIER shall be responsible for ensuring that their subcontractors comply with the provisions of Law no. 78-17 and the GDPR. The SUPPLIER undertakes to take all the necessary precautions to preserve the security of the data communicated and in particular to prevent such data being distorted, damaged or accessed by unauthorised third parties.

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- 23.5 MMT-B and the SUPPLIER, each for the processing of personal data for which they are responsible, guarantee a right of access, correction, deletion, opposition, portability, limitation and deletion of personal data as well as the right to oppose processing. These rights may be exercised by MMT-B and the SUPPLIER by contacting the Personal Data Protection Officer (info@mmt-b.com) in accordance with procedures similar to those giving rise to the performance of the Contract(s).
- 23.6 MMT-B or the SUPPLIER have a right to file a complaint with the Commission Nationale de l'Informatique et des Libertés (French Data Protection Authority - CNIL).
- On the website <https://www.cnil.fr/fr>
 - By letter sent to the following address: 3 Place de Fontenoy - TSA 80715
75334 PARIS CEDEX 07
 - By telephone: +33 (0)1 53 73 22 22.

24. Compliance

The SUPPLIER hereby undertakes to comply with all the legal provisions applying to their business relationship with MMT-B. The SUPPLIER also undertakes to comply with all the principles and rules making up MMT-B's Code of Conduct and Ethics for Suppliers. The said Code can be consulted, downloaded and printed at the following address (to be provided) or will be supplied by MMT-B to the SUPPLIER on request.

The SUPPLIER shall also ensure that the goods and merchandise comply with all the legal and regulatory requirements in all the countries concerned in which they will be sold; in particular, the SUPPLIER shall ensure compliance with all the rules and regulations relating to the development, manufacture, quality, sale, transport, export and certification of the products.

- 24.1 The SUPPLIER hereby undertakes (i) not to offer, promise or grant to a representative of the company a personal advantage or an advantage to a third party in the expectation of official consideration; (ii) in their business relations with a company, not to offer, promise or grant to an employee or agent a personal advantage for that person or a third party in return for an unjustified advantage for themselves or any other person in connection with the acquisition of commercial goods or services; (iii) not to ask for advantages for themselves or for a third party, or to obtain a promise or acceptance of such advantages in return for unjustified favours with respect to another party in the framework of business transactions pertaining to the purchase of goods or services; (iv) not to violate the various applicable anti-corruption regulations and in particular, where applicable, the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act.
- 24.2 The SUPPLIER hereby undertakes (i) not to support or allow the implementation of working conditions linked to the supply of its goods or services which do not at least comply with the applicable legislation and market standards as well as the various Conventions of the International Labour Organisation (ILO Conventions); (ii) to comply with all applicable environmental laws.
- 24.3 At the request of MMT-B, the SUPPLIER shall confirm in writing that it complies with the obligations stipulated in this article 24 and that it is not aware of any breach of these obligations. Insofar as there are reasonable grounds for suspecting that these obligations have not been complied with, MMT-B shall be entitled, within the limits authorised by law, to require the SUPPLIER to take, at its own expense, initiatives in order to submit to an audit, investigation, certification and screening procedure, in order to verify that the Supplier complies with the obligations of the present article 24. The aforementioned procedures may be carried out by the

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SUPPLIER, by MMT-B or by a third party with a duty of confidentiality and acting in compliance with applicable law.

- 24.4 Should the SUPPLIER contact, interview or negotiate with a public official, the Supplier shall (i) inform MMT-B beforehand in writing, specifying the scope of such discussions, (ii) send MMT-B, on request, a written file after each interview or meeting; and (iii) send MMT-B an itemised monthly declaration of the related costs, with the original receipts. The term “public official” means any person performing duties on behalf of or for a public authority, public body, public corporation or international organisation.
- 24.5 Should the SUPPLIER repeatedly breach the obligations incumbent upon the Supplier under the terms of this article 24 despite a formal notice from MMT-B, and should the Supplier fail to prove that the breach in question occurred without any fault on their part or that they took reasonable precautions in order to avoid future breaches, MMT-B shall be entitled to request the automatic resolution or termination of one or all of the implementation contracts. Such rights of termination also apply in the event of serious one-off breaches, unless such breaches are not attributable to the SUPPLIER.
- 24.6 The SUPPLIER undertakes to indemnify MMT-B and its staff against all claims, demands, liability actions, damages, losses, costs and expenses arising from a culpable breach on the part of the Supplier of their obligations as set out in this article 24.
- 24.7 The SUPPLIER hereby undertakes to pass on the obligations stipulated in this article 24 to their own suppliers and to regularly ascertain compliance with these obligations within the supply chain.

25. Cybersecurity

- 25.1 Depending on the nature of the data and the need to protect certain data relating to the manufacture and delivery of goods and merchandise, MMT-B shall be entitled to demand appropriate protection and evidence, as requested by the original equipment manufacturer (OEM), that the level of IT security within the premises of the SUPPLIER is adequate, in particular by providing the appropriate certificates (example: ISO / IEC 27001 standard “Information technology - Security techniques - Information security management systems - Requirements”).
- 25.2 The SUPPLIER hereby expressly guarantees that they shall implement and maintain appropriate technical and organisational measures as well as other protective measures to ensure adequate security of all information and data concerning MMT-B. In particular, the SUPPLIER shall not transfer any confidential information transmitted to the Supplier by MMT-B to (a) a laptop computer or (b) any portable storage device which can be removed from the SUPPLIER's premises, unless the said data is encoded and loaded exclusively onto the portable device with the sole aim of storing it in a remote location.
- 25.3 The SUPPLIER shall endeavour, insofar as possible, to prevent the theft or loss of passwords, unauthorised access to data or information concerning MMT-B or their abusive use, and shall inform MMT-B without delay if such events occur. The SUPPLIER shall take security measures and in particular implement physical security procedures relating to access to and the confidentiality of MMT-B's confidential information and data, which shall (i) comply at least with the industrial standards applicable in these places and (ii) provide adequate technical and organisational protection against the loss, modification or unauthorised disclosure of MMT-B's confidential information or data or access to them in an involuntary or unjustified manner. The

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- SUPPLIER further guarantees that security processes and procedures have been put in place to ensure that information systems are free from viruses or other similar faults. The SUPPLIER's systems must not contain viruses, Trojan horses, worms, time bombs or other programmes, devices or codes regarding which it can be assumed that they could potentially damage MMTB's system, data or information, have a negative impact on the same system, data or information, or which could intercept or secretly decrypt MMT-B's data or information.
- 25.4 The SUPPLIER's computer systems must not contain malicious software, backdoor programs or other technological processes, devices or codes which could compromise the security or confidentiality of MMT-B's systems, information or data. The SUPPLIER shall take all necessary measures to protect their commercial sites and their devices from "pirates" and other persons attempting without authorisation to modify or access the SUPPLIER's or MMT-B's systems or information. The SUPPLIER shall regularly test their systems in order to detect potential areas in which security breaches could occur.
- 25.5 The SUPPLIER undertakes to inform MMT-B by telephone, as soon as possible, and in any event within twenty-four (24) hours of the discovery of the incident, of any incident related to the cyber protection of MMT-B's data or information.
- 25.6 The SUPPLIER shall be required to (i) provide MMT-B with a summary of known information concerning such a cybersecurity incident, (ii) take all necessary and reasonable measures to eliminate the impact of such a cybersecurity incident, (iii) at MMT-B's request, provide MMT-B with the relevant information pertaining to the incident and the response given, and (iv) within two (2) weeks following the conclusion of its investigation, send MMT-B a report detailing the following information: A description of the incident, the specific elements concerned, the measures taken by the SUPPLIER to prevent future incidents of the same kind, the alleged perpetrators, the information or data belonging to MMT-B which could be affected or the potential financial consequences for MMT-B. The SUPPLIER shall implement any corrective measures identified as necessary following the cybersecurity incident no later than two (2) months following the end of the investigation into the incident.
- 25.7 The SUPPLIER undertakes to indemnify and hold MMT-B harmless from any liability, particularly in the event of loss or damage arising from cybersecurity incidents linked to the information system of the Supplier. Should MMT-B suffer losses as a result of a cybersecurity incident linked to the SUPPLIER's system, the SUPPLIER shall only be authorised to receive payments for goods and services once MMT-B has carried out reasonable and appropriate investigations and subject to all the indemnification obligations incumbent on the SUPPLIER and the offsetting rights held by MMT-B in the context of cybersecurity incidents.
- 25.8 Any delay in payment concerning goods and merchandise supplied by the SUPPLIER and arising from a cybersecurity incident linked to the SUPPLIER's system shall not constitute a default in payment.
- 25.9 MMT-B shall be entitled (directly or through a third party appointed by MMT-B at its own expense) to inspect the SUPPLIER's premises subject to the SUPPLIER having given its prior approval, once per calendar year for all matters pertaining to the SUPPLIER's commercial operations in relation to the SUPPLIER's goods or services, its technical infrastructure, its computer data system, its organisation, its quality control as well as the staff involved in the production of goods and services for MMT-B.

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26. Damages, liability, compensation

- 26.1 The SUPPLIER hereby undertakes to indemnify MMT-B and to hold MMT-B harmless from all liability pertaining to all costs, expenses, damages and liabilities of any kind, insofar as they arise from (i) a poor supply/performance by the SUPPLIER of their deliveries and/or services under contract and/or (ii) a breach of the contractual obligations of the SUPPLIER. The said compensation obligation shall not apply where the SUPPLIER can prove that they are not responsible for the breach.
- 26.2 MMT-B shall not accept any exoneration or limitation of liability as to the degree of fault or as to the extent or amount of the liability of the SUPPLIER.

27. Right of inspection and audit

- 27.1 The SUPPLIER hereby grants MMT-B, or a third party identified by MMT-B, the right, by prior appointment agreed with the said SUPPLIER, to have access to the Supplier's business premises during normal opening hours in order to inspect and assess the services and progress related to the Contracts concerned. The same shall apply where specific circumstances give rise to fears of a "deterioration" in the financial situation of the SUPPLIER.
- 27.2 Upon request, the SUPPLIER shall grant MMT-B the right to consult the Supplier's production and test documents as well as other documents pertaining relating to the manufacture of a product, or, in the case referred to in sentence 2 of Article 27.1, shall allow consultation of the appropriate documents necessary for assessment of the financial situation of the SUPPLIER, regardless of the manner and medium in which they may be recorded or stored.

28. Publicity

- 28.1 Use of the various requests made by MMT-B to the SUPPLIER, of MMT-B orders or order confirmations, of the correspondence pertaining thereto as well as use of the business symbols of MMT-B or of its clients, in particular trademarks, business names and logos, for publicity or other purposes outside the framework of this contract, is forbidden without the prior written approval of MMT-B.
- 28.2 The SUPPLIER may not publicise the business relationship with MMT-B without the prior written approval of MMT-B.
- 28.3

29. Competitiveness

- 29.1 Throughout the term of the Contract, the SUPPLIER shall endeavour, for the production and sale of its products or services, to maintain certain standards in terms of technology, quality of services and prices, which will be at least as competitive as those of other manufacturers of similar products or services. In that regard, the SUPPLIER shall work closely with MMT-B.
- MMT-B may call upon a third party with a view to obtaining, under strict confidentiality conditions, a comparative study of the prices offered by other suppliers for equivalent products and services. If the said study shows that the product or service concerned, or an equivalent product or service, can be supplied to MMT-B by a third party for a price below the price currently offered by the SUPPLIER, the SUPPLIER undertakes, within a 12-week period, to send a new price proposal taking into account the price difference observed.

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Moreover, the SUPPLIER guarantees that the prices offered to MMT-B for the products and services are and will be at least as favourable as the prices offered by the SUPPLIER to another company in the group to which MMT-B belongs for identical or equivalent products or services.

30. General Provisions

- 30.1 MMT-B may exercise an offsetting right regarding a claim that MMT-B, or a company directly or indirectly controlled by MMT-B, holds against the SUPPLIER or a company linked to the Supplier, on a claim of the SUPPLIER.
- 30.2 Should any of the provisions in these Terms and Conditions of Purchase or in any other agreement entered into in the framework of the business relationship between MMT-B and the SUPPLIER be found to be null or void, the validity of the other provisions would not be affected. The contracting parties undertake to replace the invalid provision by a provision which is as close as possible to the economic objective sought by the previous provision. The same shall apply if a provision is unenforceable or if the contract contains a flaw.
- 30.3 Should a dispute arise, the SUPPLIER and MMT-B undertake to meet in order to seek an amicable solution through negotiation or through another appropriate dispute settlement process, before instituting legal proceedings.
- 30.4 For any disputes arising from the business relationship between the parties, the courts within the jurisdiction of the registered office of MMT-B shall have sole jurisdiction.
- 30.5 These provisions as well as any provisions of future implementation contracts shall, unless otherwise agreed, be governed exclusively by French law, to the exclusion of the rules of private international law. The rules relating to the international sale of goods, in particular the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG), shall not apply.
- 30.6 These Terms and Conditions of Purchase have been drawn up in French and in English. Should there be any differences between these documents, the French version shall prevail over the English version, which is a translation provided for information purposes only.