

HENSOLDT GROUP PROVISIONS ON EMPLOYEE PROTECTION, ENVIRONMENT AND HAZARDOUS MATERIALS

To be acknowledged and observed by all suppliers of HENSOLDT Group companies in connection with all orders issued under the General Purchasing Conditions of HENSOLDT Group companies.

- 1 The Purchaser (depending on the purchasing legal entity of HENSOLDT Group) has been certified in accordance with the international standards DIN EN ISO 14001, BS OHSAS 18001 and DIN EN 16247. Bound by orders of its customers, the Purchaser is obliged to observe the terms and conditions of these standards. The Supplier shall comply with all applicable regulations and requirements regarding Health, Safety and Environmental Protection as well as on request of the Purchaser with the provisions of the standards mentioned above. One mission of the Purchaser is to reduce the use of resources. Therefore the Purchaser evaluates the use of energy and energy consumption of offered equipment, products and services and will choose energy efficient equipment, products and services. The Purchaser expects from the Supplier and Service Provider to support him in optimizing its energy consumption and efficiency during the planned lifetime of equipment, products, facilities and services.
- 4 The Supplier shall fulfill at any time all requirements according to applicable national and European law, especially but not limited to Regulation (EC) No. 850/2004 on persistent organic pollutants ("POP"), Regulation (EC) No. 1005/2009 on substances that deplete the ozone layer ("ODS"), the Regulation (EC) No. 517/2014 concerning fluorinated greenhouse gases and Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH").

- 2 The Supplier must ensure at his own expense that its Deliveries and Services match up to the requirements of the applicable regulations concerning health, safety and environmental regulations, including the regulations concerning hazardous materials, prevention of accidents and other industrial safety and to all other applicable legal regulations which are relevant in the countries of the respective contractual parties taking into account any changes until the end of the contract. The supplier assures to have knowledge of the applicable rules and regulations.

The Parties agree that the obligations of the Supplier stipulated in this Section 4 shall be considered as material contractual obligations (so called "cardinal duties") which are essential for the execution of the contract. In the event, that the Supplier does not fulfill, does not sufficiently fulfill or does not fulfill in time the aforementioned obligations, the Supplier shall indemnify the Purchaser against each and any damages, which the Purchaser may incur from the non-fulfillment of the aforementioned obligations by the Supplier unless the Supplier is not responsible for the non-fulfillment.

- 3 The supplier shall comply with the requirements of WEEE Directive 2012/19/EU and RoHS Directive 2011/65/EU and their respective implementations into national law (Note for Italy: EN 50581 is part of RoHS national law). As far as not otherwise agreed in the Purchase Order or Statement of Work, the Supplier shall be responsible for the take-back and disposal obligations according to these regulations and shall bear any related cost.

Furthermore the Supplier shall advise the Purchaser about any special, not generally known handling and disposal requirements and shall provide for each delivered good a manufacturer's certificate or Declaration of Conformity (CE) within the meaning of the applicable Directives of the European Union or other statutory provisions. Especially by applying RoHS standards, the Supplier has to actively inform, if there is a change to the conformity because of change by the exemptions in annex III and IV or because of change by restricted substances in annex II.

- 5 The Supplier shall especially fulfill all duties imposed upon him regarding the market access requirements and the marketability, including any necessary registration as well as compliance with all duties to inform with regard to delivered substances, mixtures and/or articles as well as their packaging. Where necessary the Supplier shall fulfill the requirements by appointing an Only Representative according to Article 8 REACH.

Even without any specific request the Supplier shall provide all information which the Purchaser needs to receive in order to use the Deliveries by the Supplier according, especially but not limited to information according to Articles 31 to 33 (incl.) REACH.

A current version of the safety data sheet in accordance with the article 31 of REACH in the language of the purchasing legal entity of HENSOLDT Group and in the national language of the delivery address shall be included with each delivery.

For the purpose of fulfillment of the communication duties defined by article 33 of REACH, suppliers are requested to provide said information by using the REACH-Questionnaire "Supplier Information on Articles containing SVHC", available on the HENSOLDT website, section "Supplier Information" (www.hensoldt.net), and return this signed and in electronic form.

Independent of the agreed Incoterms, any supplier located outside the European Union shall fulfill the requirements of the regulation as importer of articles into the European Union.

- 6 The Supplier shall fulfill at any time all requirements according to Regulation (EC) No. 1272/2008 (CLP Regulation). Inter alia, Suppliers must classify, label and package substances and mixtures to be delivered in accordance with the CLP Regulation and shall fulfill notification requirements according to Articles 39 to 42 CLP Regulation. Where necessary and upon prior written consent of the Purchaser the Supplier shall ensure notification by the appointed Only Representative for a group of manufacturers including the Purchaser.
- 7 If the Purchaser has informed the Supplier about the intended use of the Deliveries and Services, or if the Supplier can recognize such purpose in use without being expressly advised of it, the Supplier shall be obliged to inform the Purchaser immediately in the event that the Supplier's Deliveries and Services are unsuitable for that purpose of use.

8 The Supplier shall fulfill at any time all requirements according to Regulation (EU) No. 528/2012 ("Biocidal Products Regulation" – "BPR"). The Supplier shall notify any active substance included for biocidal use in the delivered substances, biocidal products, and/or treated goods as well as their packaging. If its deliveries contain any, the Supplier shall indicate the nature of the active substance and the product type (PT) and use and provide all documentation and information in accordance with BPR.

9 The supplier shall be informed about the regulation 2013/59/EURATOM concerning the Definition of principle Safety Standards for the protection from the dangers of ionising radiation exposition and be aware of the duties resulting from this regulation.

Further information can be obtained on the following

EC-Commision website:

<https://ec.europa.eu/energy/en/topics/nuclear-energy>

The supplier shall follow the the following principles in this order:

- Prevention - the supplier shall prevent the use of radioactive sources in goods to be delivered to the customer, and

- Justification - the supplier shall justify the use of radioactive sources in goods to be delivered to the customer (i.e. due to unavailability of alternative technologies), and

- Optimisation - the concept of ALARA shall be used (As Low As Reasonably Achievable). (ref. also to

<https://www.bfs.de/SharedDocs/FAQs/BfS/DE/ion/ion/alara.html>)

Should a product or mixture contain a radioactive substance, the supplier shall state and provide the substance type and radioactive activity as well as all pertinent documentation and information in accordance to the regulation and its implementation into national law of the respective customer's country.

No longer required or obsolete radioactive sources:

The supplier is responsible for taking back any radioactive materials (no longer required or obsolete) or any goods containing such radioactive sources which the customer has received from the supplier.

Upon simple request of the customer or their clients, the supplier is obliged to unconditionally take back any radoactive material which is no longer required or obsolete.

10 The Supplier is responsible for compliance with the regulation (EC) Nr. 1005/2009 concerning ozone depleting substances (ODS). The supplier has to ensure, that his deliveries do not contain ODS. However, should any delivered goods do contain ODS, their use has to be justified by the supplier to the customer. In such cases, the supplier has to communicate pertinent information as to where the OSD is contained in the supplied goods respectively to provide all necessary information so the customer can comply with his duties defined by the ODS regulation.

11 Unless otherwise specified by the customer, all the data and information concerning the HENSOLDT Group required by the above regulations are to be provided by the supplier directly after contract agreement, purchase order receipt or after amendment of relevant contracts or purchase orders.

Should the delivery of goods and/or rendering of services actually or potentially be endangered (obsolescence), the supplier has to inform the customer immediately. In such

cases the supplier has to actively support the customer in finding alternative solutions in order to ensure the continued availability of goods and services in compliance with current laws, regulations required by HENSOLDT Group and any further contractual agreement between the parties.