

## HENSOLDT Group Provisions on Employee Protection, Health, Environment and Hazardous Materials

To be acknowledged and observed by all suppliers ("Suppliers") of HENSOLDT Group companies in connection with all orders issued by a HENSOLDT Group company as purchaser ("Purchaser") under the General Purchasing Conditions of a HENSOLDT Group company or a frame-contract with an HENSOLDT Group company.

1. The Purchaser (depending on the legal entity of the purchasing HENSOLDT Group company) has been certified in accordance with the international standards DIN EN ISO 14001, BS OHSAS 18001 and DIN EN ISO 50001, respectively DIN EN 16247. Bound by orders of its customers, the Purchaser is obliged to observe these standards and to oblige its Supplier(s) to observe them as well. Therefore, the Supplier shall, in case applicable, comply with the aforementioned standards and, on request of the Purchaser, also provide certificates demonstrating the Supplier's business activities are in accordance with the requirements 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 chooses energy efficient equipment, products and/or services. The Purchaser expects from the Supplier and/or Service Provider to support him in optimizing its energy consumption and efficiency during the planned lifetime of products respectively equipment, facilities and services.

2. In case the Purchaser has informed the Supplier about the intended use of the Deliveries and/or 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/or Services are unsuitable for that purpose of use.

3. The Supplier must ensure at any time and at his own expense that he, also with regard to its Deliveries and Services, complies with the statutory and regulatory requirements applicable in the countries in which the Parties have their registered offices, operate businesses or in which the parties render Deliveries and/or Services, concerning health, safety and environment, including the regulations concerning hazardous substances, prevention of accidents and other industrial safety and to all other applicable European or national legislation as amended.

This concerns, but is not limited to, the following Regulations and Directives:

- Directive 2012/19/EU on waste electrical and electronic equipment („WEEE-Directive“)
- Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment („RoHS-Directive“)
- Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals („REACH-Regulation“)
- Regulation (EC) No. 1272/2008 on classification, labelling and packaging of substances and mixtures („CLP-Regulation“)
- Regulation (EU) No. 528/2012 concerning the making available on the market and use of biocidal products („Biocidal Product-Regulation“)
- Council Directive 2013/59/EURATOM laying down basic safety standards for protection against the dangers arising from exposure to ionising radiation

- Regulation (EC) No. 1005/2009 on substances that deplete the ozone layer („ODS-Regulation“)
- Regulation (EU) 2019/1021 on persistent organic pollutants („POP-Regulation“)
- Regulation (EU) Nr. 517/2014 on fluorinated greenhouse gases („F-Gas-Regulation“).

This obligation applies, even in case of amendments to the applicable legislation, until the end of the term of the Contract. The Supplier warrants that it is aware of all applicable laws and regulations.

The Supplier shall especially fulfill all duties imposed upon him regarding the market access requirements and the marketability, including any necessary registration, notice and notification as well as comply with all information obligations with regard to delivered substances, mixtures and/or articles as well as their packaging. 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 to their intended or agreed purpose.

Moreover, the Supplier shall advise the Purchaser about any special, not generally known handling and disposal requirements for delivered products and equipment and shall, as far as foreseen, provide for each delivered product a manufacturer's certificate and/or an EU Declaration of Conformity within the meaning of the applicable Directives of the European Union or other statutory provisions. Finally, the Supplier has to mark the delivered products with a CE label, as far as foreseen in the applicable legislation.

4. The Supplier shall comply with the requirements of WEEE-Directive and RoHS-Directive and their respective implementations into national law as amended (Remark for Italy: EN 50581 is part of the Italian RoHS-Act).

With regard to the substance restrictions in Article 4 in conjunction with Annex II of the RoHS-Directive, the Supplier shall inform the Purchaser whether, and if so, in which concentration, restricted substances are contained in the products and equipment supplied, even if these may not themselves fall within the scope of the RoHS-Directive. In case the Supplier makes use of exemptions from the substance restrictions under Article 4 in conjunction with Annex II, Annex III and Annex IV of the RoHS-Directive, the Purchaser shall be informed thereof and of any change in this context, stating the exemption and the justification for making use of the exemption.

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 of electronic and electrical equipment according to WEEE-Directive and shall bear any related cost.

5. For all products delivered to the Purchaser (substances, mixtures and articles), the Supplier shall fully comply with the requirements of the REACH-Regulation. This applies in particular to the registration of substances as such, in mixtures and in ar-

titles, the pro-active information in accordance with Articles 31 et seq. REACH-Regulation and compliance with the relevant authorization obligations and restrictions. If necessary, the Supplier shall fulfill the requirements by appointing an only-representative in accordance with Article 8 REACH-Regulation.

In addition, if the SVHC list is amended, the Supplier shall update an existing supplier declaration for all deliveries up to 12 months prior the change, provided that the products are still delivered to the Purchaser or another HENSOLDT Group company by the Supplier after the SVHC list has been amended.

The Supplier shall enclose the current version of the safety data sheet in accordance with Article 31 REACH-Regulation with each delivery in the language of the ordering HENSOLDT Group Company and in English.

Any supplier, which is located outside the European Union shall fulfill the requirements of the regulation as importer of goods into the European Union.

6. The Supplier shall classify, label and package substances and mixtures to be delivered to the Purchaser in accordance with CLP-Regulation and shall fulfill notification requirements according to Articles 39 to 42 CLP-Regulation. As far as necessary and upon prior written consent of the Purchaser the Supplier shall ensure notification by the appointed representative for a group of manufacturers including the Purchaser.
7. For all biocidal active substances, biocidal products and treated articles in the sense of the Biocidal Product-Regulation delivered to the Purchaser, the Supplier shall ensure that all necessary permits, authorizations and notifications exist or have been carried out and that legally prescribed labels have been affixed. In addition, in case the supplied goods contain biocidal active substances, biocidal products and/or treated articles, the Supplier shall inform the Purchaser of the name of the (used) biocidal active substance, the product type (PT) and its use and shall provide all documents and information in accordance with the Biocidal Product-Regulation.
8. The Supplier shall be well aware of Directive 2013/59/EURATOM and its respective transposition into national law as amended from time to time on basic safety standards for protection against the dangers arising from exposure to ionising radiation and shall have a full understanding of the obligations arising therefrom. Further information is available via: <https://ec.europa.eu/energy/en/topics/nuclear-energy>

The Supplier shall apply three principles (Avoidance, Justification and Optimization) in the following order:

- Avoidance - The Supplier shall avoid using radioactive sources in Items delivered to the Purchaser, and
- Justification - Supplier shall justify the use of any radioactive source in Items delivered to the Purchaser (e.g. by demonstrating the lack of alternatives), and
- Optimization - ALARA (As Low As Reasonably Achievable) approach shall be applied (further details can be retrieved via the website of the German Federal Office for Radiation Protection, i.e. <https://www.bfs.de/SharedDocs/FAQs/BfS/EN/ion/ion/alara.html>)

In case a radioactive substance, or a mixture or an article containing any radioactive substance will be supplied, the Supplier shall provide the Purchaser with the name of the radioactive substance, the level of radiation, and provide all documentation

and information in accordance with Directive 2013/59/EURATOM and its respective transposition into national law of the countries of the Parties.

The Supplier has the obligation to recover at his own costs without condition and on simple request of the Purchaser or its Customer, any radioactive sources as well as all other delivered products containing radioactive radiation sources, which are no longer of use or which are out-of-date.

9. The Supplier shall ensure that all its Deliveries are free of ODS (ozone depleting substances) in the sense of the ODS-Regulation. In the exceptional case that any ODS is contained in the delivered goods the Supplier shall notify the Purchaser and provide the name of the ODS and a specific reason for the use of the ODS prior to the respective delivery. In such cases, the Supplier shall provide sufficient information as to where exactly, in what aggregate state and in what concentration ODS are contained in the delivered goods, as well as all information necessary to enable the Purchaser to comply with his own obligations under the ODS-Regulation. The Purchaser is entitled to reject goods containing ODS.
10. Any information subject to these HENSOLDT GROUP PROVISIONS at hand shall be sent by the Supplier immediately after signing the contract by both Parties or upon receipt of the purchase order by the Supplier or after any relevant change/modification to Contract or purchase order unless the Purchaser expressly specifies otherwise. The information shall, as far as practicable and appropriate with regard to the documents to be submitted, be sent in electronic form to the following e-mail address:
  - In case Purchaser is **HENSOLDT Sensors GmbH** or **HENSOLDT Optronics GmbH**:  
→ [supply.management@hensoldt.net](mailto:supply.management@hensoldt.net)
  - In case Purchaser is another HENSOLDT legal entity:  
→ Please align with the HENSOLDT procurement contact person

The relevant contract number and the full name of the Supplier must be indicated in the subject line.

In the event that any applicable environmental laws and regulations could prevent the delivery of the product and/or the performance of the service (obsolescence case), the Supplier shall immediately inform the Purchaser and support to identify an alternative solution to ensure the continuity of supply of the product/service to Purchaser in compliance with applicable regulatory requirements, these HENSOLDT Group Provisions at hand and any other contractual terms agreed between the Parties.

11. The Parties agree that the obligations of the Supplier stipulated in these HENSOLDT Group Provisions at hand 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 in particular indemnify the Purchaser against each and any damages which the Purchaser may incur therefrom unless the Supplier is not responsible therefore.