

AIRBUS DEFENCE AND SPACE PROVISIONS ON EMPLOYEE PROTECTION, ENVIRONMENT AND HAZARDOUS MATERIALS (ENVIRONMENTAL ANNEX)

to be acknowledged and observed by all suppliers of AIRBUS Defence and Space in connection with any and all purchase orders issued and/or contracts entered into regardless of the project/program which this contract or purchase order relates to.

1 - Business Units of AIRBUS Defence and Space (hereinafter referred to as the Purchaser) are certified according to the international environmental norm ISO 14001 and BS OHSAS 18001. With regard to fulfilment and processing of contracts for the final customer, Purchaser is obliged to follow these standards. The Supplier shall comply with the relevant provisions concerning employee protection, environment and hazardous materials as well as on request of the Purchaser with the provisions of the standards mentioned above. The environmental goals and the environmental policy of the Purchaser are available on request.

2 - The Supplier must ensure at his own expense that the delivered Goods, Work and/or Services conform to all applicable regulations and laws, especially laws and regulations of the countries of the Parties as well as comply with the amendment hereof occurring during the term of the Contract.

The Supplier warrants that it is aware of such laws and regulations. The parties agree that the obligations of the Supplier stipulated in this annex 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 fulfil, does not sufficiently fulfil or does not fulfil in time the afore-mentioned obligations, the Supplier shall indemnify the Purchaser against each and any damages, which the Purchaser may incur from the non-fulfilment of the afore-mentioned obligations by the Supplier unless the Supplier is not responsible for the non-fulfilment.

3 - The Supplier shall comply with the requirements of WEEE Directives 2012/19/EU and RoHS Directives 2011/65/EU and their respective transpositions into national laws (Note for Italy: EN 50581 is part of RoHS national law).

Unless otherwise agreed in the Contract or the Purchase Order the Supplier shall be responsible for the collection 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. The Supplier shall provide for each delivered good a manufacturer's certificate or an EU declaration of conformity (and labelling the product with the CE marking) 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 due to changes to the exemptions as provided in annex III and IV or due to change in restricted substances in annex II of RoHS Directive).

4 - The Supplier shall fulfil at any time all requirements arising from the EU Regulation No. 1907/2006 ("REACH") as amended. In particular, Supplier shall especially fulfil 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, preparations/mixtures and/or articles as well as their packaging. Where necessary the Supplier shall fulfil the requirements by appointing an Only Representative according to Article 8 REACH.

Even in the absence of any specific request the Supplier shall provide the Purchaser with all information needed to be received to use the Deliveries by the Supplier accordingly, especially but not limited to information provided for in Articles 31 to 33 (incl.) of REACH.

Any information subject to this clause 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, via email to Regulations.AirbusDS@airbus.com and to the Purchaser.

Any Supplier, which is located outside the European Union, shall fulfil the requirements of the REACH regulation as importer of goods into the European Union, regardless of the Incoterms chosen for the purchase.

The Supplier shall fill out and return the REACH Supplier questionnaire, which is available at the homepage of Airbus (www.airbusgroup.com) in the section "Be an Airbus supplier" in electronic form as well as signed by a duly authorized representative. On request, the Purchaser shall provide the Supplier with a printed copy of the questionnaire.

A current version of the safety data sheet in accordance with the EU Commission Regulation (EC) No. 1907/2006 ("REACH Regulation") in English and in the national language of the delivery address shall be included with each delivery.

5 - The Supplier shall fulfil at any time all requirements arising from the Regulation (EC) No. 1272/2008 (CLP Regulation). Inter alia, the Suppliers must classify, label and package substances and mixtures to be delivered in accordance with the CLP Regulation and shall fulfil notification requirements according to Articles 39-42 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.

6 - 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 is obliged to inform the Purchaser immediately in the event that the Supplier's Deliveries and Services are unsuitable for that purpose of use.

7 - The Supplier shall fulfil at any time all requirements arising out of the 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 articles 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 via E-Mail to the following E-Mail address:
Regulations.AirbusDS@airbus.com.

8 - The Supplier shall be fully informed of the Council Directive 2013/59/EURATOM and shall have a full understanding of the obligations arising therefrom. Further information on this Council Directive may be obtained on the Website (www.euratom.org).

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 (i.e. by demonstrating the lack of alternatives), and
- Optimization - ALARA (As Low As Reasonably Achievable) approach shall be used, based on research of the minimum necessary exposure and dose limitation.

In case that a preparation or an article contains any radioactive element, the Supplier shall indicate the nature of the radioactive element and the level of radiation, and provide all appropriate documentation and information in accordance with the Council Directive and its respective transposition into national laws to Regulations.AirbusDS@airbus.com.

Radioactive Sources at the end of their use or out-of-date

The Supplier is responsible for ensuring the recovery of any radioactive source or Item containing a radioactive source delivered to the Purchaser once it ceases to be usable.

The Supplier has the obligation to recover without condition and on simple request of the Purchaser or End-User, any radioactive source which is no longer of use or which is out-of-date. A radioactive source is considered as out-of-date at the latest 10 years after the delivery date as referenced on the Delivery Note.

9 - The Supplier shall ensure its compliance and the compliance of each supplied item with the Regulation (EC) No. 1005/2009 concerning Ozone Depleting Substances (“ODS”).The Supplier shall ensure that all its Deliveries are ODS free. In case any ODS is included in the delivered item the Supplier shall notify the Purchaser and provide enough information to allow the identification and localization of the ODS inside the item as well as all information necessary for Purchaser to full its own obligations under ODS. Any information in relation with this clause shall be send to the Purchaser and to Regulations.AirbusDS@airbus.com.

10 - In the event that the application of any environmental applicable laws and regulations could prevent the delivery (obsolescence case) of the product and/or the performance of the service, the supplier shall immediately inform the purchaser and support to identify alternative solution to ensure the continuity of supply of the product/service to purchaser in compliance with applicable regulation requirements, this Article and any other contractual terms agreed between the Parties.