Compliance with applicable laws and regulations on chemicals

The **Supplier** undertakes to perform the activities and supplies covered by this Contract in compliance with applicable laws and regulations on chemicals, including but not limited to: Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("**REACh Regulation**") and its subsequent amendments and/or additions; Regulation (EC) No. 1272/2008 on the Classification, Labelling and Packaging of substances and mixtures ("**CLP Regulation**") and its subsequent amendments and/or additions; Directive (EU) No. 2018/851, amending Directive 2008/98/EC on waste ("**WFD**"), in addition to provide any necessary information to enable Leonardo to comply with the obligations set forth therein.

Furthermore, the **Supplier established outside the EEA**[1] (in case of supply within EEA)**/outside the UK** (in case of supply within UK) undertakes to provide any necessary information so that Leonardo can comply with the obligations imposed by applicable laws and regulations on chemicals (including, among others, REACh and CLP Regulations and WFD), as well as is able to verify the conformity of the supply.

1. Supplier of articles (complex and non-complex)[2]

1.1. The Supplier guarantees that the supplied articles comply with the restrictions set forth in Annex XVII of the REACh Regulation.

1.2. The Supplier shall communicate to Leonardo the information required under Article 33 of the REACh Regulation and any other information necessary to fulfil the obligations set forth by the WFD regarding the activities and supplies covered by this Contract, through Leonardo's "REACh & WFD Compliance" portal managed by ASSENT on behalf of Leonardo; the Supplier will be contacted via e-mail and invited to access the portal through a dedicated link to provide the aforementioned information.

1.2.1. In the event that the supplied goods contain articles with Substances of Very High Concern ("**SVHC**") identified in the REACh Regulation Candidate List ("**CL**") in a concentration exceeding 0.1% by weight[3], the Supplier undertakes to declare the contained SVHC identifying them as a minimum by name and to provide sufficient information for the safe use of such articles, if required.

1.2.2. In case of continuous supply, upon request by ASSENT following the update of the CL (i.e., usually every six months), the Supplier shall transmit the information requested under paragraph 1 of this clause.

1.3. In case of supply of articles containing **substances intended to be released under normal or reasonably foreseeable conditions of use**, the Supplier shall inform Leonardo.

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1 It is hereby understood that, for the purposes of the REACh and CLP Regulations, Northern Ireland shall be deemed part of the EEA.

2 For the purpose of this clause, "complex articles" includes, but is not limited to, equipment, assemblies, sub-assemblies, spare parts, repairs, reworks.

3 In accordance with the judgment of the CJEU C-106/14 of 10 September 2015, such concentration shall be calculated with reference to the weight of the article containing the SVHC within the product.

1.4. Leonardo, also through the company ASSENT, may launch additional initiatives to verify the compliance with applicable laws and regulations on chemicals of the activities and supplies covered by this Contract.

2. Supplier of chemical substances or mixtures

2.1. The Supplier guarantees to comply with the provisions relating to the substances listed in Annex XIV of REACh Regulation.

2.2. The Supplier guarantees to comply with the provisions relating to the restrictions contained in Annex XVII of REACh Regulation.

2.3. The Supplier shall provide Leonardo with a duly completed and updated **Safety Data Sheet** ("SDS"), in accordance with Article 31 of the REACh Regulation or, in the case of suppliers established outside the EEA/outside the UK, with the equivalent applicable laws and regulations on chemicals. The SDS shall:

2.3.1. be delivered, in paper format, together with the supplied goods; and

2.3.2. be sent to the e-mail address: ***reach.msds.nome_divisione@leonardo.com***[4] indicating the Purchase Order number and Leonardo's PN of the supplied good, in subject.

2.4. The Supplier guarantees that the good is classified, packaged and duly labelled in accordance with CLP Regulation or, in case of suppliers established outside the EEA/outside the UK, with the equivalent applicable laws and regulations on chemicals.

2.5. In the event that the SDS needs to be updated for any reason ("**Update Event**"), the Supplier shall promptly carry out such update and transmit the SDS to Leonardo (i.e., within thirty (30) days from the occurrence of such Update Event).

2.6. In case the origin of the supplied good is outside the EEA/outside the UK, the Supplier established within the EEA/within the UK shall assume the obligations incumbent on **the Importer** under REACh and CLP Regulations, guaranteeing Leonardo the role of **Downstream User**, and providing all evidence documenting such assumption of responsibility.

2.7. The Supplier established **outside the EEA/outside the UK** shall communicate the complete composition of the supplied good – also by indicating each substance percentage within an appropriate range (to protect the manufacturer's intellectual property) – in order to enable Leonardo to fulfil the obligations incumbent on the **Importer**, except in the following cases:

2.7.1. The supply is managed through one or more **Only Representatives**. In such case the Supplier shall formally communicate to Leonardo the registered company name of the Only Representatives along with their contact details, including a declaration signed by the Only Representative confirming that quantities supplied are covered by the

[4] Replace with:
reach.msds.aerostructures@leonardo.com for AEROSTRUCTURES
reach.msds.aircraft@leonardo.com for AIRCRAFT
reach.msds.helicopters@leonardo.com for HELICOPTERS
reach.msds.electronics_ita@leonardo.com for ELECTRONICS (BU Airborne – BU Land & Sea)
reach.msds.electronics_ds@leonardo.com for ELECTRONICS BU DEFENCE
reach.msds.electronics_auto@leonardo.com for BU AUTOMATION
reach.msds.cyber@leonardo.com for CYBER & Security Solutions
reach.msds.space@leonardo.com for SPACE

registrations carried out by them. This declaration shall allow the unique identification of the supply.

2.7.2. The substances are sourced from and are registered in accordance with REACh Regulation, have not been altered and come from the same supply chain that carried out the registration. In such case, the Supplier shall provide documentation including the registration numbers of the substances, evidence that the substances have not been altered and confirmation that they come from the same supply chain that carried out the registration.

3. Products that are a combination of an article and a substance or mixture

The Supplier of goods that are a combination of an article and a substance or mixture shall provide to Leonardo the information under paragraphs 1 and 2 above.

4. Tolling material supplied by Leonardo

In the event tolling material is supplied by Leonardo to a Supplier for carrying out a manufacturing process on its behalf, such Supplier shall comply with paragraph 1 above. On its side, Leonardo shall provide all the information and documents required by the REACh Regulation regarding the parts, semi-finished products and chemical materials delivered to the Supplier.

5. Supply chain

The Supplier undertakes to explicitly flow-down the obligations and provisions under this clause to each of its subcontractors (any tier).

6. Non-compliance with REACh and CLP Regulations, WFD and applicable national implementing laws

In the event that any national competent authority for REACh Regulation enforcement imposes a sanction and/or a customer applies penalties to Leonardo due to Supplier's false, misleading, or incomplete information, Leonardo shall have the right to deduct the amount of such sanction or penalty from any payment due or that may become due to the Supplier, or otherwise recover such amount from the Supplier.

7. Non-compliance with the applicable laws and regulations on chemicals. Termination due to force majeure

In the event that the Supplier is unable to continue supplying goods and/or services in compliance with the applicable laws and regulations on chemicals, the Parties agree that they shall enter into negotiations in good faith in order to find a mutually agreeable solution, including the possibility for the Supplier to provide similar goods and/or services compliant with applicable laws and regulations on chemicals. In the event that a mutually agreeable solution cannot be found within a reasonable timeframe, the failure in supplying goods and/or services shall be held to be beyond the reasonable control of the Parties, and the Contract shall be terminated on the grounds of a force majeure event.