Standard Terms and Conditions of Purchase

Occupational health & safety and environmental protection and REACH regulations

1. When supplying all products and services, the Contractor shall comply with all applicable health & safety and environmental protection regulations imposed by legislation, regulatory authorities or employer's liability insurance associations.
2. Furthermore, the Contractor shall, when supplying all products and services, comply with the Client's "Safety Requirements for Outside Contractors" applicable at the time of service delivery and, where applicable, the "Manual for Health & Safety and Environmental Protection on External Construction Sites applicable to Contractors/Subcontractors (HS&E Manual)" which is retrievable online from https://www.mtu-solutions.com/eu/de/contact/purchasing/supplier-downloads.html via the link button Standard Terms and Conditions of Purchase Rolls-Royce Solutions Ruhstorf GmbH, Ruhstorf (Germany), and take appropriate account of environmental protection concerns. If the Contractor has any health & safety or environmental protection reservations regarding the manner of execution desired by the Client, the Contractor shall notify the Client of the same in writing without delay.
3. a) When supplying goods/services to the Client, the Contractor shall adopt as an essential contractual obligation compliance with all requirements and implementation of all measures which arise from the version of the REACH Regulations (EC Regulation no. 1907/2006) applicable at the time of delivery of the goods/services.
   b) If the Contractor is domiciled outside the European Union and not itself an importer of the goods supplied, it shall provide the Client as an essential contractual obligation with all the necessary information for notification, registration or maintenance of the licence in accordance with the version of the REACH Regulations applicable at the time of delivery and otherwise appropriately assist the Client with notification, registration or maintenance of the licence. In particular the Contractor shall, when supplying products which contain a concentration of more than 0.1 percent of one or more substances that meet the criteria of Art. 57 of the REACH Regulations and have been determined according to Art. 59 Para 1 of the REACH Regulations, provide all information required for safe use and, if applicable, notification of the ECHA.
   c) Failure to meet the above obligations shall entitle the Client to claim compensation and to withdraw from the Contract. In addition, the Contractor shall indemnify the Client against all third-party claims arising from a breach by the Contractor of the aforementioned obligations. Such compensation/indemnity claims shall also include all expenditure incurred by the Client, in particular such as the costs of legal defence and administration and all costs associated with obtaining a replacement. Where the Contractor is domiciled outside the European Union and notification, registration or maintenance of the licence regarding the goods it supplies cannot be achieved by the Contractor or cannot be achieved on reasonable terms, the Client shall have the right to withdraw from the Contract without being liable for compensation.

Compliance with statutory provisions

1. In the course of fulfilment of its contractual service obligations the Contractor shall be obliged at all times to observe and follow the following requirements:
   a. all applicable statutory requirements including the primary and secondary EU/EC legislation and all national and international, state, local, common law or other legislation, directives, regulations, treaties or agreements and any corresponding supplementary protocols, and
   b. all industry-typical standards including the application of a standard of care which may typically be expected of an experienced Contractor in the same industry under comparable circumstances.
2. The applicable statutory requirements in this context shall include in particular the applicable version in each case of the following or the applicable version in each case of superseding requirements or regulations (including the national implementations thereof):
   a. all applicable US requirements and regulations including the US Code of Federal Regulations ("**CFR**"), especially 49 CFR 171.8,
   b. The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships issued by the International Maritime Organization (IMO) and the corresponding EU Regulation No. 1257/2013 (Regulation on the Recycling of Ships and Amending Regulation (EC) No. 1013/2006 and Directive 2009/16/EC) of 20/11/2013,
   c. EU Directive 2011/65/EU on the Restriction of Hazardous Substances in Electrical and Electronic Equipment ("**RoHS**"),
   d. EU Directive 2012/16/EC on Waste Electrical and Electronic Equipment ("**WEEE Directive**");
   e. Regulation (EU) 2023/1542 ("**EU Battery Regulation**")
   f. and any other statutory provisions relating to the recycling of electrical and electronic equipment, batteries or accumulator (rechargeable) batteries, such as the German Electrical and Electronic Equipment Act (*Elektrogesetz*, ElektroG) and Batteries Act (*Batteriegesetz*, BattG),
   g. the UN Globally Harmonized System of Classification, Labelling and Packaging of Chemicals, ("**GHS**") regarding the classification, identification and packaging of substances and compositions,
   h. Regulation (EC) 1272/2008 (Classification, Labelling and Packaging of Substances and Mixtures, CLP),
   i. all lists of the US Environmental Agency in accordance with the US Toxic Substances Control Act ("**TSCA**"), especially 15 U.S.C. § 2601,
   j. all lists in accordance with the US Federal Hazardous Substances Act, especially P.L. 92-516,
   k. the Montreal Protocol of 16 September 1987 relating to ozone-layer depleting substances,
   l. the US Occupational Safety and Health Act ("**OSHA**"),
   m. the requirements and regulations valid or applicable in each case in the countries of use or transit, such as the US Transport Department provisions regarding the rules for packaging, labelling, shipping and documentation of hazardous materials including hazardous materials as per "**49 CFR**", those of the International Maritime Organization ("**IMO**") and of the International Air Transport Association ("**IATA**"), and
   n. all comparable statutory requirements that apply in the countries of use and transit.

o. the Dodds Frank Act of 22/08/2012. Under the Dodds Frank Act of 22/08/2012, the US Securities and Exchange Commission (SEC) demands a duty of reporting and disclosure in respect of "conflict minerals". The Contractor undertakes to submit a declaration to that effect. That may be done either in the database created for the purpose ("iPoint") or using the EICC/GeSi form. The Contractor may obtain further information at conflict.minerals@ps.rolls-royce.com. The Contractor hereby undertakes to supply conflict-free as of 01/01/2016.

3. Where (a) the term "**hazardous materials**" is used in these Standard Terms and Conditions of Purchase it shall mean all substances or materials which are declared or marked as hazardous materials, all materials or substances, pesticides or hazardous goods which are harmful to health or toxic or any other toxic substance or material which according to the applicable statutory requirements is classifiable as a potential health or environmental hazard and (b) the term "**countries of use and transit**" is used in these Standard Terms and Conditions of Purchase it shall mean all regions or countries in which the goods/services supplied are used or employed or through which they may or are known to be transported according to the information given to the Contractor by the Client or to the knowledge of the Contractor.
4. The Client shall be entitled to examine all of the Contractor's documentation and to carry out inspections of the Contractor's installations to a reasonable degree particularly for the purpose of ensuring compliance on the part of the Contractor with the applicable statutory and other requirements and industry standards as per Sections XXIV and XXV. The Contractor shall give the Client full assistance with the above.
5. The Contractor shall on demand provide the Client with all certificates, certifications, licences, registrations and records or other documentation and files as properly necessary and in sufficient numbers in respect of the applicable statutory requirements.