

1. REACH

1.1. Supplier represents and warrants that all the products, parts of products and/or materials supplied under this Agreement (“the Products”) in the European Economic Area (EEA) (the EEA includes all countries in the European Union or “EU” as well as Norway, Iceland and Liechtenstein) will be supplied in full compliance with the provisions of the European Regulation (EC) n° 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (the “REACH Regulation”).

1.2. Supplier represents and warrants that all the substances in the Products supplied in the EEA, as well as substances manufactured in the EU that are present in the Products supplied anywhere, that require registration by Supplier or by Supplier’s suppliers will be registered within the applicable REACH statutory deadlines and that such registration will cover all the uses identified in due time by Buyer to Supplier. Upon request, Supplier expressly undertakes to appoint (or obtain that the non-EU manufacturers/formulators appoint) an Only Representative to pre-register and register any substance present in the Products imported by Buyer or one of its affiliates or customers in the EEA.

1.3. Supplier shall investigate and communicate to Buyer if there are any substances present in the Products, or in any of the processes used to manufacture, assemble, use, maintain or repair the Products, that are listed: (i) in Annex XIV of REACH for Authorization, (ii) on the “Candidate List” (as published in accordance with Article 59.1 of the REACH Regulation), (iii) for which a REACH Annex XVII restriction exists or is proposed, (iv) in the “CoRAP” list for Substance Evaluation under REACH, or (v) the International Aerospace Environmental Group’s (“IAEG”) AD-DSL (“Aerospace and Defense Declarable Substance List”). Supplier shall provide Buyer for each such substance identified and communicated in (i) through (v) with (a) its chemical identity, (b) its weight/weight percent on a substance by substance basis in each Product type and in each component/part (hereinafter “part”) thereof to the extent such parts are “articles” under REACH, and (c) safe use information. This ongoing obligation also applies to Products already supplied under this Agreement at the time the substances are identified as per (i) through (v) above.

1.4. In order to meet its obligation under Article 1.1.c, Supplier shall complete the Material Declaration Form on the Buyer’s Supplier Portal for all Products supplied under this Agreement. In some cases, Buyer may designate an alternative reporting procedure. Supplier shall provide Buyer with the information required by the Material Declaration Form within six (6) months of the Effective Date of this Agreement or within another mutually agreed timeframe. Supplier shall use best efforts to promptly supplement or update the provided information in the Material Declaration Form as appropriate (for example, as manufacturing processes change and different chemical substances are used in the Products) so that the Material Declaration Form is accurate and complete. Supplier shall also update the Material Declaration Form as soon as, but no later than 30 days from when, a new substance is identified and added to one of the lists set forth in 1.1.c above.

1.5. Supplier undertakes to timely provide Buyer with a safety data sheet (“SDS”) that is compliant with REACH and the European Regulation (EC) n° 1272/2008 of 16 December 2008 on the classification, labeling and packaging of substances and mixtures (the “CLP Regulation”), including providing the SDS in the language of the country or area where the Goods will be delivered, for any Product supplied under this Agreement that meets the criteria of Article 31 of REACH on SDS, and where an SDS is not required, provide Buyer with such other information as set forth in Article 32 of REACH.

1.6. Where the Products or parts thereof meet the definition of “articles” under REACH and contain chemical substances listed on the Candidate List, Supplier undertakes to timely provide Buyer with all relevant information on such Products and parts that Supplier and/or its suppliers are required to communicate down the supply chain under the REACH Regulation, including safe use information compliant with REACH.