

General Conditions of Purchase

Section 1 Applicability / General Conditions

1.1) These purchasing conditions apply to Rheinmetall Protection Systems GmbH as "the Ordering Entity" for all work contracts (Werkverträge), work delivery contracts (Werklieferungsverträge) and purchase contracts (Kaufverträge) with its subcontractors and entities delivering to them, hereinafter "Suppliers". However, these purchasing conditions only apply if the Supplier is a entrepreneur (Section 14 of the German Civil Code [BGB]), a legal entity under public law or a special fund under public law.

1.2) These General Conditions of Purchase shall apply exclusively in such cases. Any Supplier's general terms and conditions that differ, contradict or supplement these General Conditions of Purchase will only be a part of the contract if the Ordering Entity has explicitly consented to them in writing. This requirement of consent applies in every case, including, for example, when the Ordering Entity accepts the Supplier's goods and/or services without objection knowing about the Supplier's general terms and conditions.

Section 2 Notice on export regulations

2.1) Orders are made both in connection with performance of public military procurements as well as based on military export procurements. As a precaution, we are pointing out that a Supplier resident in the Federal Republic of Germany that subcontracts manufacturing of any ordered goods (including parts thereof) abroad (including in EU states) is subject to EU law (EU-dual-use regulation, subject to German law (such as AWG / AWV - the Foreign Trade and Payments Act (AWG) / Foreign Trade and Payments Regulation (AWG), KrWaffKontrG - War Weapons Control Act) and possibly subject to the re-Export-regulations of other countries (in particular of the USA). That applies both to the export or transfer (even temporary) of hardware as well as to the transfer of manufacturing/design drawings and bills of material. Only DIN parts and standardized parts are exempt.

2.2) As a further precaution, the Supplier is also informed that for deliveries from abroad, further restrictions on import and export by various countries may apply and that the Supplier must comply with them without restriction. For each order the Supplier undertakes to complete the Formblatt Fragebogen zur Exportkontrolle in German or the Questionnaire on Export Controls in English (that means Anlage 1 - deutsche Fassung or Anlage 1 - englische Fassung) if re-export rules of third countries (particularly of the USA) are involved.

2.3) The Supplier hereby confirms and shall be solely responsible for meeting all legal provisions of the state where it is resident, respectively of the state from which the goods are delivered. The delivery documents must bear a reference to the general licence or individual licence (Supplier's national law) that is the basis for the delivery.

2.4) The Supplier further undertakes to provide appropriate reexport approvals if reexport rules for third countries (particularly for the USA) are involved. For this purpose, the Ordering Entity will name the end user upon request. The Supplier is fully responsible for complying with reexport rules of other countries.

2.5) The Ordering Entity points out to the Supplier that the export/transfer of nearly all goods (goods, technology, software) with which the Ordering Entity deals, require approval under German export rules. The Supplier therefore undertakes not to pass on goods of any kind that it has received from the Ordering Entity or from third parties on behalf of the Ordering Entity to third parties without the written, legally-binding consent of the Ordering Entity. That applies in particular to information that provides specific technical knowledge about the development, production or use of armaments (Part I Section A of the export list – Annex to the Regulations on Foreign Trade and Payments Act (AWV)) "Technology", regardless of the form in which they are embodied. The Supplier undertakes to obligate all its contractual partners (particularly sub-suppliers) and their contractual partners to which the Ordering Entity's goods are passed on in the same way. In case of doubt, it is requested that the Ordering Entity shall be consulted.

Section 3 Offer, offer documents

3.1) The Supplier's offer must adhere precisely to the request from the Ordering Entity as concerns amounts and qualities and if there are deviations, it must explicitly point them out or inquire about them.

3.2) The Supplier's offer must be made at no cost and is binding.

3.3) Orders, as well as telephonic or oral supplements, modifications and side agreements are only legally binding on the Ordering Entity if they are confirmed in text form. Call-off purchase orders may also be made by data transmission. Waiving this requirement for text form also requires text form. Any order must be checked immediately to determine whether the technical documentation needed to execute the order is complete and available; otherwise, the missing documents must be requested immediately.

3.4) In case the Ordering Entity has an extraordinary right of termination, Section 10 ABBV (General Conditions for Procurement Contracts of the

Federal Ministry of Defense) applies mutandis mutatis, see the home page at <http://www.baainbw.de> > Vergabe > Formulare > Vertragsbedingungen.

Section 4 Order confirmation, acceptance, contract content

4.1) Except for call-off purchase orders, the Supplier is obligated to confirm the order immediately in writing — but no later than 2 weeks from the date of issue. Should the order confirmation not arrive at the Ordering Entity within this period, the Ordering Entity reserves the right to cancel the order. If the Supplier does not receive a written cancellation from the Ordering Entity, the order will continue to be valid. Call-off purchase orders will become binding at the latest when the Supplier does not object to them within two weeks after receipt. In addition to an order confirmation, any order implementation, particularly delivery and partial delivery or acceptance of payments, are considered as unrestricted consent to these General Conditions of Purchase.

4.2) Acceptance requires an explicit statement from the Ordering Entity. Acceptance of a delayed delivery does not form a basis for waiver of further rights and claims. In addition, the statutory provisions concerning material defects and legal defects apply unless provided otherwise in the following. A complaint is considered to be made in a timely manner if it is made within two weeks. The two weeks period is computed from the time of delivery for obvious defects and from the time of discovery for hidden ones. If there is a claim, the Ordering Entity is authorized to withhold payment in an amount that is reasonably related to the defects being claimed.

4.3) For contracts that include software and consulting services or for modifications of such contracts, the Supplier must immediately agree on a functional specification with the Ordering Entity, setting forth in detail the deliveries and/or services that the Supplier is to provide. The Parties will clarify before entering into a contract whether the functional specification in question is to be written before or after the Supplier enters into the contract.

4.4) The Supplier undertakes to surrender the programming documents, particularly the source code, if the application software was developed specifically for the Ordering Entity.

4.5) The Supplier undertakes to issue subcontracts only with explicit written consent of the Ordering Entity. In addition, it undertakes to impose the same restrictions on its subcontractors and their subcontractors.

Section 5 Prices and payment conditions

5.1) The prices indicated in orders are fixed prices unless otherwise agreed. The prices include costs for copyable instructions for operation, maintenance and storage as well as lists of spare parts and other written, visual and electronic documents about the items to be delivered required for use, maintain, repair and catalog these items.

5.2) The Supplier undertakes not to offer the Ordering Entity conditions less favorable than those for other defence technology companies.

5.3) After delivery of good and/or service made in accordance with the contract the Supplier must provide the Ordering Entity with invoices separated by order in triplicate indicating the order number, order date, call-off number, date and a copy of the delivery document and other information indicated in Section 14 para.4 no.1 to 10 of the German VAT Act (UStG). If this information is missing or inaccurate or incomplete, that does not constitute a default in payment by the Ordering Entity.

5.4) Payment is considered made when notification arrives at the banking institution commissioned to do so by the Ordering Entity. Any payment by the Ordering Entity does not constitute acknowledgement that the performance meets contract or that the computations are proper. This is without prejudice to any claims the Ordering Entity may have for defects. Payment will be made by bank transfer to the banking institution commissioned to accept it.

5.5) For efficiency reasons, payment is made on a 14-day payment cycle. In the process, liabilities that fall due within three days after the end of the respective payment cycle are also settled. The Ordering Entity will also avail itself of agreed prompt-payment conditions (discount conditions) if the payment is postponed under this modified mode to the payment term following the prompt-payment deadline.

5.6) Unless the orders indicate conditions about payment conditions saying otherwise, the Ordering Entity will make payments as follows:

After receipt of the goods and invoicing: within 14 days with 3% discount, 30 days with 2% discount or within 60 days without discount.

Section 6 Delivery, delivery deadlines, packaging

6.1) Delivery is at the cost and risk of the Supplier, free of all ancillary costs, particularly customs and transportation insurance costs, and also includes packaging unless otherwise agreed.

6.2) To the extent possible, the items to be delivered under contract must be provided for transport on EURO/DIN pallets. The goods delivered must always be accompanied by delivery documents or a packing list indicating the order number, name/designation, number of items, measurement (if applicable — in liters, kilograms, meters or other units) and the type of packag-

ing; in addition, the Ordering Entity must be provided with dispatch note prepared similarly in duplicate, sent by separate mail no later than the day of delivery. Otherwise, the Ordering Entity is authorized to refuse to accept the goods without obligations to cover the costs resulting from doing so. The outside packages of the parts being delivered must be clearly labeled by the Supplier in two places, if possible, with the Ordering Entity's order number. The Supplier is liable for any damage and for all costs, such as mistakes in storage that arise if this rule is not followed.

6.3) The Ordering Entity reserves the right to postpone the agreed delivery deadline by no more than 6 months. The Supplier undertakes not to assert any additional costs against the Ordering Entity for doing so.

6.4) Set delivery deadlines or specific delivery dates and the delivery location must be complied with precisely under all circumstances. The determining factor for whether the delivery deadline is met is the agreed delivery deadline based on the Incoterms clause agreed upon. If the delivery is agreed to be "EX Works" (EXW), the Supplier must provide the goods on time taking into account the usual time for loading and shipment.

6.5) If the Supplier is not in a position to make a delivery on time, it is obligated to inform the Ordering Entity about that at the earliest possible time (directly). The arrival of the goods at the destination is what determines the timeliness of the delivery.

6.6) Only force majeure events can release from compliance with the agreed delivery time. Any impediments must be reported to the Ordering Entity immediately when they occur or are foreseeable with a simultaneous report of the duration of the delay so that other steps can be taken in a timely manner. Evidence of the reasons for the impediments must be provided to the Ordering Entity immediately upon request.

6.7) Unless otherwise agreed, packaging shall not be remunerated separately. If the costs for packaging are not included in the price, the packaging will be returned freight collect upon request. If packaging is returned, a credit note must be issued for the full amount charged.

6.8) The packaging must correspond to protection of the goods being shipped and the stress exposed along the transport route. An additional function is to make handling simple. The packaging must take into account the most recent knowledge of environmental protection ideas, i.e., for transportation packaging, only reusable, recyclable materials may be used. In addition, the packaging must serve to protect against view by outside third parties.

6.9) Packaging must be fit for purpose and be suited for the type of transportation (truck, air or ocean freight) being used.

Section 7 Ownership priority notice and provision of the items ordered

7.1) The Ordering Entity recognizes only simple retention of title by the Supplier.

7.2) If the item furnished by the Ordering Entity is inseparably mixed with other items not belonging to the Ordering Entity, the Ordering Entity will attain joint ownership under Section 948 para. 1 BGB in conjunction with Section 947 BGB of the new item in the proportion of the value of the furnished goods in relation to the other intermixed items at the time of intermixture. If the intermixture is such that the Supplier's item must be considered the main item, it is stipulated that the Supplier will transfer proportionally joint ownership to the Ordering Entity; the Supplier is obliged to keep safe the solely or jointly owned item for the Ordering Entity.

7.3) Items furnished by the Ordering Entity as well as materials or components furnished for processing and all other materials furnished to the Supplier for preparation and performance of the order as well as the Supplier's know-how embodied therein will remain the sole property of Ordering Entity and shall neither be passed on to any third party without prior written consent of the Ordering Entity nor be used for any purpose other than contractually agreed. They must be kept absolutely confidential and shall be returned immediately upon request of the Ordering Entity. They must be carefully stored and maintained by the Supplier at its own expense and insured against damage and loss. Repairs and modifications require written consent.

Section 8 Liability for defects

8.1) The right to select the type of cure for defects (Nacherfüllung) is generally that of the Ordering Entity; it may, at its discretion, turn the selection over to the Supplier.

8.2) The period for liability for defects begins on the day of delivery of the contracted item to the end user (the Ordering Entity's client) or (if acceptance is required under law) the date of acceptance by the end user and expires 24 months later. In any event, liability for defects expires no later than 36 months after delivery to the Ordering Entity or acceptance by the Ordering Entity (if acceptance is required by law).

8.3) The Supplier is not responsible for any damage caused by following instructions from the Ordering Entity or defects in the Ordering Entity's design. For parts rectified or replaced as part of cure activities, the above deadlines restart when rectification or replacement activities have been performed.

8.4) The Ordering Entity's claims derived from liability for defects are not affected by the military governmental quality assurance (gQA), the establishment or modification of the state of the design, technical notices or other notices. The Supplier is liable for compliance with rules on acquisition and execution and guarantees that its contractual items are of the same type and can be exchanged. The expenses needed to execute cure activities include the costs of installation and removal in regard to the defective contractual item. All contractual items must be brand new.

8.5) If the Supplier fails to meet its obligation to cure defects without undue delay, the Ordering Entity may assert its rights derived from statutory warranty rights without setting any additional period for cure. In urgent cases, the Ordering Entity is authorized to rectify a defective contractual item, have it rectified or acquire a replacement from a third party at the Supplier's cost.

8.6) A notice of defect can be raised even if the goods have already been processed or have been delivered directly to the end user. In case of a legitimate notice of defect, any return of items will be done at the risk and expense of the Supplier, to the extent that there is an obligation to return them at all.

Section 9 Contractual penalty

The Ordering Entity is authorized to assert a contractual penalty of 1.0% of the net price of the part of the delivery in arrears per commenced week of delay, but no more than 5% of the net price. The Ordering Entity is authorized to offset. The Ordering Entity may assert the contractual penalty up to 6 months after delivery of the last contractual item, even if it does not explicitly reserve this right when accepting the delayed delivery. The right to claim further damages for delay remains unaffected.

Section 10 Intellectual property rights

10.1) The Supplier is liable for claims which arise in the course of contractual use of the delivery items resulting from violations of intellectual property rights and intellectual property right application (Property Rights).

10.2) The Supplier shall indemnify the Ordering Entity and the end users against any and all claims arising out of such violations of Property Rights.

Section 11 Environment, the EU-REACH regulation on chemicals

11.1) The Supplier undertakes to provide its performance with continual observation of the applicable environmental provisions and standards and the state of the art. In doing so, it will select environmentally-friendly, recyclable materials with low-emission designs that are low in hazardous materials and are easy to disassemble and dismantle as well as solutions that save energy and resources.

11.2) The Supplier undertakes to meet all the applicable standards in national and EU law, particularly the requirements in Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH).

11.3) The Supplier undertakes to meet all the obligations applicable to it concerning market access and marketability of the materials, mixtures and/or products it delivers. These include, in particular, the obligations concerning registration, restriction and authorization under the REACH regulation. The Supplier makes assurances that it will not deliver any goods to the Ordering Entity that cannot be placed on the market under the REACH regulation. The Supplier is obligated to ensure through suitable contractual rules with its sub-suppliers and subcontractors that they also comply with all respective obligations.

11.4) If the Supplier has not arranged a necessary registration or authorization itself or does not wish to do so, it ensures that the necessary registration or authorization obligations are being met in the proper form and by the proper deadline by another party in its supply chain. The Supplier also undertakes that it will immediately inform the Ordering Entity if it becomes apparent that a material has not been registered or approved within the period applicable to the material in question or that a registration or approval arranged by another party will no longer apply.

11.5) The Supplier will meet its information obligations under Article 31 (Requirements for safety data sheets) or Article 33 (Duty to communicate information on substances in articles) even without a special request to do so and automatically provide the Ordering Entity with the corresponding information, unless otherwise instructed. Notice is explicitly given that the information obligation under Article 33 of the Regulation must be met in regard to the individual subassemblies of the product delivered (ECJ judgment C-106/14, dated September 10, 2015). In addition, every delivery must be accompanied by a current version of the safety data sheet or the Article 33 information, even if this obligation is not mandatory under the REACH regulation.

11.6) The Supplier's obligations in Sections 11.2) to 11.5) are material contract obligations or cardinal obligations, for which compliance is essential for contract performance. If the Supplier does not meet its obligations in this regard at all, does not meet them sufficiently or does not meet them on time,

the Supplier will indemnify the Ordering Entity for all loss and damage the Ordering Entity incurs from the Supplier's failure to meet these obligations.

Section 12 Stocking and testing

12.1) If necessary and if required in the order, the Ordering Entity's department, responsible for quality assurance, will conduct acceptance / first article inspections. This must be done in a timely manner before the delivery date. The Supplier will agree on acceptance / first article inspections with the department responsible for quality assurance no later than one week before the delivery date.

12.2) When in course of processing by externals, any irregularities should be found in regard to identifiability, assignment and/or quality, the Supplier must inform the Ordering Entity immediately about them. That applies to material furnished by the Ordering Entity to the Supplier as well as to material acquired directly by the Supplier, and as to faulty working processes of the Supplier. Manufacturing must then be stopped immediately by the Supplier after coordination with the Ordering Entity. Restart of manufacturing requires approval by the Ordering Entity.

12.3) If applicable, the contractual item will be subject to a military governmental quality assurance (gQA) done by a Bundeswehr quality assurance expert at the Supplier's premises. In such cases, the order will include an explicit note from the Ordering Entity. Goods may be delivered to the Ordering Entity only after a successful gQA procedure in this regard. The time and conduct of gQA test must be agreed upon between the Ordering Entity and the Supplier.

Section 13 Delivery of spare parts

13.1) The obligation to deliver spare parts will end 20 years after delivery of the last contractual item.

13.2) If the Supplier intends to stop the manufacture of these spare parts, it will be obligated to inform the main ordering entity and the Ordering Entity at least 2 years in advance. In such cases, the Supplier is obligated to fill a one-time order intended to cover the need for spare parts until the expected end of the lifetime of the military-technical system. When the order is filled, the Supplier's obligation ends provided that it delivers the drawing and technical documents needed to manufacture the spare parts to the Ordering Entity at no charge.

Section 14 Licenses

14.1) Drawings, models, dies, templates, samples, tools, software and other manufacturing tools as well as confidential information provided by the Ordering Entity to the Supplier or that was paid for in full by the Supplier may only be used for purposes other than performing the contract with the Supplier subject to the prior written consent of the Ordering Entity.

14.2) The Supplier grants the Ordering Entity an exclusive, unrestricted license for the work results that the Ordering Entity has ordered and that the Supplier has created based on drawings, models, dies, templates, samples, tools, software and other manufacturing equipment or confidential information from the Ordering Entity. The Ordering Entity is entitled to use the work results in the manner permitted to the exclusion of all other persons and to grant licenses.

14.3) The rules in Section 14.2 apply mutandis mutatis if the Supplier intermixes drawings, models, dies, templates, samples, tools, software and other manufacturing equipment belonging to the Supplier and a new work result in form of a drawing, model, die, template, sample, tool or software is being created therefrom.

14.4) The Supplier grants the Ordering Entity a simple license in work results that the Supplier creates without drawings, models, dies, templates, samples, tools, software or other manufacturing equipment from the Ordering Entity. The Ordering Entity is entitled to use these work results for purposes indicated in the contract (unless otherwise determined by the Parties: to use the plant for its own products).

14.5) If the Supplier develops a new software program for the Ordering Entity or if it further develops a software program, the Ordering Entity will receive an exclusive, unrestricted license to the new software, including the source codes, from the time the contract is concluded. The Ordering Entity has the right to use the software in the manner permitted to the exclusion of all other persons and to grant licenses.

14.6) Subcontractors of the Supplier must commit to these obligations corresponding to the preceding paragraphs in Section 14.

Section 15 Severability clause / confidentiality / venue / choice of law

15.1) If individual provisions of a contract for goods or services, for which these conditions are an integral part, are or become unenforceable, that will not affect the enforceability of the remaining provisions of the contract in question.

15.2) The Supplier undertakes to treat all non-public business and technical details, of which it becomes aware through the business relationship, as business secrets. The Supplier may only use the business relationship for advertising with the prior written consent of the Ordering Entity.

15.3) The place of jurisdiction for all disputes derived directly or indirectly from this contractual relationship is Düsseldorf.

15.4) For all legal relationships between the Supplier and the Ordering Entity, only the substantive law of the Federal Republic of Germany applies; the United Nations Convention On Contracts For The International Sale Of Goods (CISG) does not apply. If Incoterms have been agreed upon, the Incoterms in their current version apply to the interpretation of delivery clauses.

Section 16 Data protection

16.1) The Ordering Entity will process the personal data of employees provided by the Supplier in connection with the contractual relationship and, if applicable, the personal data of economic beneficiaries of the Supplier and other data ("Data") for the purpose of justification, implementation and termination of the contractual relationship

If necessary, the Ordering Entity transmits the Data to affiliated companies for group-wide procurement purposes. Data transfer to other third parties does not take place.

16.2) Upon termination of the contractual relationship, the Ordering Entity will store the relevant Data to this contractual relationship for the duration of statutory storage obligations and delete them after their expiration. Excluded are the personal data of employees of the supplier stored in accordance with the following section.

16.3) The personal data provided by the Supplier of the Supplier's employees will be stored by the Ordering Entity in a database and used for the purpose of further orders from the Ordering Entity until the Supplier or the Ordering Entity are no longer interested in any further business relationship. The Supplier will inform the Ordering Entity if there is no further interest in a business relationship with the Ordering Entity.

16.4) The Supplier is obliged to inform its employees as well as economic beneficiaries that the Ordering Entity and its affiliated companies store personal data of the Supplier for the initiation, administration and purchase of goods and services and to what extent the data are processed.

If the Supplier as merchant for example, is subject to the protective purpose of the data protection law, this information given herein regarding the handling of personal data also applies on the Supplier personally. The data protection information is available here: https://www.rheinmetall-defence.com/media/editor_media/rm_defence/pdfs/divisions/RPS_Datenschutzinformation_Rheinmetall_Protection_Systems.pdf

16.5) If and in so far as the Supplier, in fulfillment of its contractual obligations, processes personal data that have either been disclosed or given to him by the Ordering Entity for the purpose of processing on behalf of the Ordering Entity, for its own processing or as a result of shared responsibility between the Supplier and the Ordering Entity, separate data protection agreements shall be concluded.

16.6) The Supplier declares to the Ordering Entity that the Supplier fulfills the requirements of the applicable data protection regulations (in particular DSGVO) and in particular, shall demonstrate compliance with the obligations under Articles 32-36 of the GDPR, taking into account the nature of the processing.

Section 17 Supplier Code of Conduct

The Supplier undertakes to observe the Supplier Code of Conduct set forth in Annex 2 to these conditions and to comply with it.

(Status: November 2019)

Annex 1 Questionnaire on Export Controls

The following information is part of the order and is required to enable **Rheinmetall** to comply with the applicable export control laws and regulations of the European Union and the United States.

Please note for your convenience:

Please answer the following questions completely and return the completed form back to us. In case of several delivery items, please complete the Annex I instead.

If you have any questions, please do not hesitate to contact us.

Company, name and address:	
Order number / Request for Quotation and position:	
Item / Good description according to Order / Request :	
Article number (purchaser) :	
Article number (supplier) :	
Customs Tariff Number (HS-Code) :	
Country of origin :	
Net weight :	 kg / piece

Are the goods subject to the German (national) Export Control Regulations?

Yes No

If **yes**, is it:

(1) military good / use? **Export List Part I A No.:**

or

(2) Dual-Use Good? **EU-Dual-Use-Reg. / Export List Part I B No.:**

Is the item / good subject to the **War Weapons Control Act?** Yes No

If yes, **War Weapons List No.:**

Is the item / good subject to the **Weapon Law?** Yes No

Does the item / good contain **explosives?** Yes No

Is the item / good (or components thereof) subject to US export restrictions?

Basic information can be found here:

Yes No

-> https://www.access.gpo.gov/bis/ear/ear_data.html

-> https://www.pmddtc.state.gov/regulations_law/itar.html

If **yes**, it is a:

(1) military good US Munition List (ITAR)

Category:

or

(2) Dual-Use good Commerce Control List (EAR)

ECCN-No.:

If **no**, the US Re-export restrictions do not apply because:

- there are no US goods according to the US Export Administration Regulations (EAR) incorporated in the delivered item / good
- there are goods of US-origin incorporated in the delivered item /good; however, these goods fall under the EAR 99 category of Commerce Control List
- the value of US content incorporated into the item is less than
 - 10 % of the value of the item
 - 25 % of the value of the item

Please **specify the relevant license numbers here**, in the case that the product requires an US Technical Assistance Agreement (TAA), a Manufacturing License Agreement (MLA), a DSP-5-license or a DSP-83-license of the Department of State (DDTC) or any other DDTC-license.

License No.:

.....

Do the export / re-export restrictions of other countries apply to the delivered item?

Yes No

If **yes**, which **country**:

relevant **Restrictions**:

.....

The above mentioned / enclosed information reflects our current knowledge. In case that we become aware of any changes regarding the classification, we will inform you in a separate letter.

.....
 Company, Name, First Name, Function, City and Date

.....
 Signature and Stamp

Supplier Code of Conduct

As a listed stock corporation with its head office in Düsseldorf, Rheinmetall AG is an integrated technology group with solid, internationally successful operations in the markets for environmentally friendly mobility and threat-appropriate security technology.

Rheinmetall AG has a longstanding tradition meaning that for us, sustainability is not just a buzzword but a central component of corporate management. Rheinmetall has around 23,000 employees working for it at over 110 locations in 29 countries on every continent. Respect for the applicable laws and regulations is a priority for Rheinmetall. In addition, social and environmental aspects, such as human rights, working conditions and environmental protection are key pillars.

Rheinmetall expects its suppliers to consider and comply with the following regulations and standards.

1. Human rights

1.1 | Rheinmetall expects its suppliers to comply with internationally recognized human rights such as the United Nations' Universal Declaration of Human Rights.

1.2 | Rheinmetall expects its suppliers to ensure equal opportunity in employment and to refrain from any discrimination unless national law explicitly permits selection being based on certain criteria. Employees may not be treated differently on account of gender, race, skin color, any possible disability, origin, religion, age or on account of sexual orientation (ILO Convention No. 100, No. 111 and No. 159, source: <http://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12000:0::NO::>).

1.3 | Rheinmetall expects its suppliers to forbid any type of forced labor (ILO Convention No. 29 and 105), bonded labor or involuntary work as well as child labor (ILO Convention No. 138 and No. 182). The minimum age of employees shall be based on the respective national law and provisions of contractual arrangements unless these fall short of the minimum employment age specified in ILO Convention No. 138.

1.4 | Rheinmetall expects its suppliers not to engage in any activities associated with human trafficking and not to engage in any kind of human trafficking, not to participate in them or profit from them during the entire recruitment phase and duration of employment.

2. Working conditions

2.1 | Rheinmetall expects its suppliers to acknowledge the right of all employees to appropriate remuneration (ILO Convention No. 100). Pay/remuneration and other benefits (benefits, vacation etc.) shall take account of the principle of fairness and comply at least with the respective national legislation or the level of the national economic sectors / industries.

2.2 | Rheinmetall expects its suppliers to apply and comply with the respective national regulations and agreements on working hours and on regular paid vacations.

2.3 | Rheinmetall expects its suppliers to ensure occupational safety and health protection at the workplace pursuant to the respective national legislation and to ensure continuous further developments to improve working conditions take place.

3. Freedom of association

3.1 | Rheinmetall expects its suppliers to acknowledge the right of employees to freely form or join trade unions of their choice (ILO Convention No. 87 and No. 98). Suppliers shall accept the establishment of workforce or trade union representation of employees and welcome it in a positive manner, unless it conflicts with the respective national legislation.

4. Environment

4.1 | Rheinmetall expects its suppliers to comply with the national environmental legislation, regulations and standards applicable in each case. The supplier shall aim to introduce an environmental management system, which meets the requirements of ISO 14001 (source: <https://www.iso.org/iso-14001-environmental-management.html>), of the EMAS (source: <http://www.emas.de/home/>) Regulation of the European Union or a comparable national standard and the effectiveness of which is demonstrated through an audit or certification system.

4.2 | Rheinmetall expects its suppliers to ensure that the most effective environmental protection measures are in force in their production and environmental impacts are steadily reduced.

4.3 | Rheinmetall expects its suppliers to ensure that all products manufactured along the delivery chain including all materials used meet the relevant environmental production standards applicable in their market segment. In particular, this relates to reducing energy and water consumption, reducing greenhouse gas emissions, making more use of renewable energies and encouraging appropriate waste management.

5. Compliance

5.1 | **Compliance requirement**

Our stakeholders assess us on how Rheinmetall manages its business. Our reputation is therefore critical for the continuity and profitability of the Rheinmetall Group.

No legal violation can be justified on the basis of supposed business requirements. Rheinmetall therefore demands correct business conduct from its suppliers and their employees, subcontractors, intermediaries and consultants in the form of compliance with all applicable legislation, ordinances and industrial standards. Corruption or attempted corruption of any kind and other illegal practices such as fraud, extortion, embezzlement, misappropriation, tax evasion or money laundering will not be tolerated.

Rheinmetall expects the supplier to have put processes in place to monitor compliance with all applicable legislation, ordinances and industrial standards and to maintain them permanently.

5.2 | **Gifts & Benefits** – Rheinmetall expects its suppliers not to have accepted, demanded or received any donations, which could lead to a conflict of interests. These include, in particular, improper donations, bribes and kickbacks or other illegal payments (e.g. to speed up routine administrative tasks) to government officials or other persons in the context of the business relationship). Processes to enforce and monitor these requirements must be introduced and applied.

5.3 | **Dealing with authorities** – Rheinmetall expects its suppliers to comply with the legal regulations in dealing with governments authorities and public institutions. When participating in public tenders, they shall comply with the respective legal regulations and the rules of fair and free competition.

5.4 | **Use of intermediaries and consultants** – Rheinmetall expects its suppliers only to use intermediaries and consultants in compliance with the respective national legislation. In particular, they shall ensure that the remuneration paid is only granted for brokering and consulting services actually supplied and the remuneration is appropriate to the service supplied.

5.5 | **Antitrust** – Rheinmetall expects its suppliers to comply with the applicable antitrust and competition provisions in force. They shall neither reach agreements that violate antitrust law (e.g. to set prices or divide markets) with competitors, suppliers, customers or other third parties nor use any dominant market position that they may have in an inadmissible manner. They must refrain from any actions, which even only give the impression of coordinated action.

5.6 | **Foreign trade legislation** – Rheinmetall expects its suppliers to comply with all applicable legislation for the import and export of goods, services and information including sanctions, embargoes, ordinances, government decrees and directives.

5.7 | **Prevention of money laundering** – Rheinmetall expects its suppliers to counter the channeling of illegally acquired financial resources into the economic system through suitable and reasonable measures.

5.8 | **Tax honesty** – Rheinmetall expects its suppliers to pay the taxes/duties incurred because of the order in their country or third countries in accordance with the regulations and maintain appropriate documentation of this.

5.9 | **Industry standards of the automotive industry** – Rheinmetall expects its suppliers, who supply the companies of Rheinmetall Automotive, to comply with the Guiding Principles of the European Automotive Working Group on Supply Chain Sustainability (source: <https://www.csreurope.org/>) and the AIAG Automotive Industry Action Group (source: <https://www.aiag.org/>).

6. Conflicts of interest

6.1 | Rheinmetall expects its suppliers to make decisions solely on the basis of objective, business-related criteria and not to be influenced by private or financial interests or personal relationships. Each potential or actual conflict of interest with employees of Rheinmetall will be disclosed to Rheinmetall by the supplier.

7. Intellectual property / non-disclosure

7.1 | Rheinmetall expects its suppliers to respect operating and commercial secrets, the expertise and patents of Rheinmetall and third parties. Data/information made available may only be used within the framework of the business relationship for the agreed purpose and to fulfill the services for Rheinmetall unless explicit written consent for other purposes has been given. Confidential information and content must be protected from internal and external misuse and may not be published without authorization, passed to third parties or made available in other form.

8. Responsible commodities procurement

8.1 | Rheinmetall expects its suppliers to comply with the all applicable legal regulations governing conflict materials. In the event that a product contains one or more of the so-called conflict materials (tin, tantalum, tungsten, gold or the corresponding ores), Rheinmetall expects its suppliers to be able, if requested, to ensure its delivery chain is transparent up to the smelting works or refinery (source: <http://www.conflict-minerals.com/deutsch/>).

9. Compliance

For Rheinmetall, compliance with environmental, social and compliance rules in the value chain is of major significance. Together with our suppliers, Rheinmetall aims to improve them continuously.

The Supplier Code of Conduct is an integral part of the order. All suppliers are required to provide evidence of compliance with the Supplier Code of Conduct through a self-assessment process. Rheinmetall reserves the right to review compliance with the requirements subsequently, through audits or other measures seen as suitable by Rheinmetall, for instance, and, if applicable, to define the measures needed for improvement with the supplier.

Rheinmetall expects its suppliers to pass on the expectations and content of the Supplier Code of Conduct to its subcontractors and suppliers, to oblige them accordingly and to ensure compliance.

Each violation against the rules and standards listed in this Supplier Code of Conduct will be considered as compromising the business relationship and the contractual relationship. Rheinmetall expects its suppliers actively to clarify any suspected violations and to cooperate with Rheinmetall unconditionally in this process. Rheinmetall reserves the right to demand information about the matter in question if there is any suspicion of non-compliance (e.g. in the case of negative media reports).

Rheinmetall would like to encourage its suppliers to inform their point of contact at Rheinmetall or – if preferred also anonymously – via Rheinmetall head office of a possible violation against the rules and standards of this Supplier Code of Conduct, which is committed by a third party or a representative of Rheinmetall itself.

The Supplier Code of Conduct is available to download from the website of Rheinmetall AG, of Rheinmetall Automotive and Rheinmetall Defence. Rheinmetall reserves the right to update the content of the Supplier Code of Conduct from time to time, if legislative or regulatory changes require this.