



Standard Terms & Conditions of Purchase

ATTACHMENT E

STANDARD TERMS AND CONDITIONS OF PURCHASE

ATTACHMENT E

Environmental, Social, and Governance (ESG) Requirements

This Attachment E is incorporated into Kidde Global Solutions' STANDARD TERMS AND CONDITIONS OF PURCHASE ("**Terms**") and any Agreement entered into by and between (**Customer Legal Name**) ("Customer") and (**Supplier Legal Name**) ("Supplier").

1. PURPOSE AND SCOPE

1.1 The purpose of this Attachment is to set out the Parties' expectations and respective obligations regarding environmental, social, and governance (ESG) matters in connection with the performance of the Agreement.

2. ESG LAWS AND STANDARDS COMPLIANCE

2.1 Supplier shall, at all times during the Term of the Agreement, comply with all applicable environmental, social, labor, and governance laws and regulations in the jurisdictions in which it operates, including, where applicable, obligations that support Customer's compliance with applicable reporting regulations.

2.2 Without limiting the generality of Section 2.1, Supplier shall:

- a) Prohibit and actively prevent the use of forced labor, child labor, and any other labor practices in violation of internationally recognized human rights and labor standards;
- b) Use best efforts to identify and mitigate adverse impacts on the environment, human rights, and worker safety throughout its operations and supply chain;
- c) Maintain policies, procedures, and controls reasonably designed to detect and prevent noncompliance with ESG-related obligations; and
- d) Adopt and maintain a responsible minerals sourcing policy and due-diligence program consistent with the OECD Due Diligence Guidance.

2.3 Supplier represents and warrants that ESG information, certifications, and disclosures provided under this Attachment are true, accurate, and complete in all material respects as of the date provided, and Supplier will promptly notify Customer and correct any material inaccuracy upon discovery.

3. ESG INFORMATION AND REPORTING

3.1 Upon reasonable request of Customer, Supplier shall provide data and documentation necessary to support Customer's reporting obligations under applicable ESG-related laws, including but not limited to:

- a) Greenhouse gas (GHG) emissions data related to Supplier's operations (Scope 1 and Scope 2, and Scope 3 where applicable);
- b) Product substance disclosures and certifications necessary to comply with CARB, REACH, RoHS, or equivalent regulations;
- c) Information regarding Supplier's policies, due diligence, or audit findings related to labor rights, environmental compliance, or business ethics;
- d) Waste and circular economy data relevant to the materials or products supplied under the Agreement;
- e) Reasonable cooperation with Customer's third-party assurance providers, consultants, or auditors in connection with ESG disclosures subject to regulatory assurance or audit requirements; and
- f) Responsible Minerals Initiative Conflict Minerals Reporting Template (CMRT)—or a reasonably acceptable equivalent—identifying smelters/refiners and due-diligence status.

3.2 Supplier shall, to the extent practicable, provide the foregoing information timely and accurately and in the format reasonably specified by Customer. The Parties acknowledge that reporting capabilities may differ by geography and industry and will work cooperatively to resolve any practical limitations.

4. AUDIT RIGHTS

4.1 Customer and/or its authorized representatives may, upon reasonable advance written notice, request supporting documentation or conduct a coordinated review to assess Supplier's compliance with this Attachment. Where practicable, the Parties will consider remote reviews before on-site visits.

4.2 Supplier will make relevant records, documentation, or personnel reasonably available, subject to confidentiality, privilege, and data-protection obligations, to support such review.

4.3 Any such audit shall be conducted during normal business hours and in a manner that minimizes disruption to Supplier's operations and maintains appropriate confidentiality of proprietary information.

4.4 Each Party shall process personal data and protect trade secrets obtained in connection with reviews or disclosures under this Attachment in accordance with applicable data-protection and confidentiality laws (including, where applicable, the GDPR and CCPA). Information obtained will be used solely for verifying compliance with this Attachment or applicable law.

5. ESG RISKS AND REMEDIATION

5.1 In the event that either Party identifies a material ESG-related risk connected to the products or services provided under the Agreement, the Parties shall:

- a) Promptly notify the other Party in writing;
- b) Cooperate in good faith to investigate and assess the issue; and
- c) Develop and implement a corrective action plan within a mutually agreed timeframe, taking into account the severity of the issue, applicable regulatory requirements, and alignment with internationally recognized due-diligence frameworks (e.g., UN Guiding Principles on Business and Human Rights, OECD Guidelines).

5.2 Termination of the Agreement for ESG-related noncompliance shall only occur where:

- a) A material breach of this Attachment has occurred; and
- b) The breaching Party has failed to undertake reasonable remediation efforts following written notice and an opportunity to cure within thirty (30) days (or such longer period as may be reasonably required, subject to mutual agreement), consistent with the principles of responsible disengagement as outlined in the OECD Guidelines for Multinational Enterprises. The Parties agree to act in good faith and cooperate in identifying appropriate mitigation actions prior to termination.

6. ESG GOVERNANCE

6.1 Supplier acknowledges receipt of the Supplier Third Party Code of Conduct, which is incorporated herein by reference. Supplier will take reasonable steps to align its operations and practices with the principles contained therein.

6.2 Supplier will maintain internal governance mechanisms reasonably designed to:

- a) Promote ethical conduct and anti-corruption;
- b) Ensure accuracy of ESG data and disclosures;
- c) Monitor compliance with applicable ESG-related obligations;
- d) Implement grievance or whistleblower mechanisms, where appropriate, to identify ESG concerns in its operations or supply chain; and
- e) Maintain records of conflict minerals due diligence, including supplier outreach, responses, and smelter/refiner validation, in accordance with Section 7.

6.3 Supplier will use commercially reasonable efforts to require its own suppliers and subcontractors to comply with standards substantially similar to those set forth in this Attachment and will seek to flow down such obligations through its supply chain where feasible.

7. SURVIVAL

7.1 All rights and obligations set forth in this Attachment that by their nature extend beyond the Term of the Agreement will survive for a period of three (3) years following the expiration or earlier termination of the Agreement.

8. CONFLICT MINERALS COMPLIANCE

8.1 Supplier will:

- a) Not knowingly procure Conflict Minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or adjoining countries, or any other regions designated by applicable law;
- b) Implement and maintain supply-chain due-diligence processes consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas;
- c) (c) Identify and disclose to Customer, upon request, the smelters and refiners in its supply chain that process 3TG minerals contained in products supplied under this Agreement;
- d) (d) Provide timely and accurate information, upon Customer's request, including CMRTs or a reasonably acceptable equivalent; and
- e) (e) Promptly notify Customer if Supplier becomes aware that any Conflict Minerals in its supply chain are not responsibly sourced.

8.2 Supplier will use commercially reasonable efforts to require its own suppliers and subcontractors to comply with due-diligence and reporting obligations substantially similar to those set forth in this Section and will seek to flow down such requirements through its supply chain.

8.3 Customer may, upon reasonable notice, request supporting documentation to verify Supplier's conflict-minerals due diligence. If a gap is identified, the Parties will cooperate in good faith to develop and implement a remediation plan within a mutually agreed timeframe. If Supplier does not implement agreed remediation, such failure may constitute a material breach of this Attachment and result in proportionate remedies in accordance with Section 5.2.

9. CHEMICALS AND PRODUCT REGULATORY COMPLIANCE

9.1 Supplier will comply with applicable chemicals and product regulations, including without limitation: EU REACH (including SVHC Article 33 obligations and SCIP reporting), EU RoHS,

California Proposition 65, U.S. TSCA (including reporting obligations such as TSCA §8(a), where applicable), state or national PFAS restrictions and reporting, EU WEEE and Batteries requirements, and packaging/producer-responsibility obligations where applicable.

9.2 Upon Customer's reasonable request, Supplier will provide composition or article-level information sufficient for Customer to assess, label, register, or report, and will notify Customer within ten (10) business days of any material change affecting such information.

9.3 Supplier will disclose, where required by applicable law, the known presence of per- and polyfluoroalkyl substances (PFAS) in products, components, or packaging supplied under this Agreement.

9.4 Supplier will use commercially reasonable efforts to require sub-suppliers to provide information necessary to meet the obligations in this Section.

10. ORDER OF PRECEDENCE (ESG MATTERS)

If a conflict arises between this Attachment and any other provision of the Agreement with respect to ESG matters, this Attachment will prevail.