

Appendix I: General Terms and Conditions for Product and Material Compliance, Diehl Metering, Status 05/2024

1. Validity of these conditions

These terms and conditions regarding compliance with statutory regulations ("Compliance Terms") shall apply in addition to the General Terms and Conditions of Purchase. They shall become an integral part of all existing and future supply contracts concluded between Diehl Metering GmbH (hereinafter referred to as "DM") and the supplier and shall be expressly regarded as supplements to such contracts, even if the individual supply contract does not contain any reference to these Product Compliance Terms.

2. Regulatory Compliance

The supplier shall ensure at his own expense and responsibility that he or each product delivered by him to DM always complies (in particular also with regard to its intended use) with the requirements and obligations of the relevant national, European and - where applicable - also other international laws, statutes, regulations, directives, administrative regulations and other relevant legal requirements and provisions, including technical implementation and application instructions, requirements of authorities, trade associations and professional organisations, as well as accident prevention, occupational health and safety, environmental and other safety and protective regulations, which apply to the manufacture, export/import, placing on the market, distribution and/or use of the product (hereinafter referred to collectively and uniformly as "Applicable Regulations"). The supplier shall monitor continuously whether additional Applicable Regulations come into force for their products and shall observe them and comply with them in good time.

In addition to compliance with and observance of the Applicable Regulations, the supplier is also responsible at their own expense for any measures that are necessary, in particular:

- a) Approval, registration, classification and labelling of products;
- b) Preparation of safety data sheets and declarations of conformity;
- c) Communication of potential hazards and substance-related application regulations for use to users;
- d) Performance of studies and toxicological tests;
- e) Evaluation of substances; and
- f) Carrying out risk assessments along the supplier's supply chain.

In particular, but not limited thereto, the supplier shall ensure that they comply with the following provisions in all respects and for each product delivered to DM - to the extent applicable - and fulfils all requirements and obligations contained therein and applicable to it.

With regards to **Product Compliance**:

- a) Regulation (EU) 2023/1542 of the European Parliament and of the Council of 12 July 2023 concerning batteries and waste batteries ("**Battery**") ;
- b) Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("**RoHS**") ;
- c) Directive 2014/32/EU of the European Parliament and of the Council of 26 February 2014 on the harmonisation of the laws of the Member States relating to the making available on the market of measuring instruments ("**MID**") ;
- d) Directive 2014/53/EU of the European Parliament and of the Council of 16 April 2014 on the harmonisation of the laws of the Member States relating to the making available on the market of radio equipment ("**RED**") ;
- e) Directive 2014/35/EU of the European Parliament and of the Council of 26 February 2014 on the harmonisation of the laws of the Member States relating to the making available on the market of electrical equipment designed for use within certain voltage limits ("**LVD**") ;
- f) Directive 2014/30/EU of the European Parliament and of the Council of 26 February 2014 on the harmonisation of the laws of the Member States relating to electromagnetic compatibility ("**EMC**") ;
- g) Directive 2014/34/EU of the European Parliament and of the Council of 26 February 2014 on the harmonisation of the laws of the Member States relating to equipment and protective systems intended for use in potentially explosive atmospheres ("**ATEX**") ;
- h) Directive (EU) 2020/2184 of the European Parliament and of the Council of 16 December 2020 on the quality of water intended for human consumption ("**Drinking; Water**"); and
- i) Directive 2014/68/EU of the European Parliament and of the Council of 15 May 2014 on the harmonisation of the laws of the Member States relating to the making available on the market of pressure equipment ("**PED**") ;

as well as with regards to **Material Compliance**:

- a) Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("**REACH**") ;
- b) Regulation (EU) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants ("**POP**") ;
- c) Regulation (EU) No 649/2012 of the European Parliament and of the Council of 4 July 2012 concerning the export and import of hazardous chemicals ("**PIC**") ;

- d) Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures ("**CLP**") ;
- e) Regulation (EU) No 528/2012 of the European Parliament and of the Council of 22 May 2012 concerning the making available on the market and use of biocidal products ("**Biocides**") ;
- f) Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas ("**Conflict Minerals**") ;
- g) European Parliament and Council Directive 94/62/EC of 20 December 1994 on packaging and packaging waste ("**Packaging Waste**") ;
- h) Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment ("**WEEE**") ; and
- i) Directive 2008/98/EC of the European Parliament and of the Council of 19 November 2008 on waste ("**WFD**") ;

each in the version valid at the time of delivery of the products (including the respective amendments and supplements to these legal acts and, if applicable, their transformation/implementation into national law by the member states of the European Union).

3. Declarations, data sheets and other documents

The supplier is obliged at their own expense and responsibility to provide DM immediately at the time of delivery with the following:

- a) Appropriate support, documents, knowledge, and other evidence which DM considers necessary to enable DM to verify the supplier's compliance with the Applicable Regulations; and
- b) Written declarations, data sheets and documents as well as other necessary information and data that comply with the Applicable Regulations, in particular, but not limited to:
 - a. SCIP numbers for the products acc. to "**WFD**"
 - b. Conflict Mineral Reporting pursuant to Section 1502 of Public Law 111-203 ("**Dodd-Frank Act**")
 - c. Information about the quantity of contained PFAS substances acc. to 15 U.S.C. §2601 et seq. (1976) (Toxic Substance Control Act "**TSCA**")
- c) For materials to which special regulations for packaging, transport, storage, processing, use, treatment and/or disposal apply according to the Applicable Regulations due to their composition or their effect on the environment a completely filled out safety data sheet, a data sheet for further distribution abroad, an accident leaflet (transport) as well as any other documents required according to the Applicable Regulations for safe use or safe handling of the corresponding product etc.; and
- d) Corresponding written product-specific declarations of conformity for each individual product delivered by him to DM, which are also valid for DM's customers and can be passed on to them.

The declarations, data sheets and other documents and information referred to in this clause 3 shall be made available to DM free of charge in German and English language and, in addition, but only to the extent available to the supplier, in any other language requested by DM. Insofar as DM requires declarations, data sheets and other documents in another language, DM shall bear the costs of any translation necessary in this respect.

4. Duty of disclosure

In the event of changes to the products in any respect or the legal provisions applicable to them, which are relevant with regard to Applicable Regulations, the supplier shall notify DM of this immediately in writing and provide DM with an updated version of the documents, declarations and information affected by the changes. If the supplier realises that they are not (or no longer) in a position to comply with the Applicable Regulations - e.g. due to a change in the Applicable Regulations or for any other reasons - or that due to a change in the Applicable Regulations changes in e.g. product specifications are necessary, the supplier must immediately notify DM of this in writing.

5. Subcontractor

The Supplier undertakes to impose the assurances and obligations contained in these Product Compliance Terms in the same way on their subcontractors and sub-suppliers and to monitor compliance with them. In particular, the supplier shall ensure that they also receive corresponding documents, declarations and information (in particular, but not limited thereto, declarations of conformity and safety data sheets) from its own suppliers so that these are available along the entire supply chain.

6. Liability

The supplier shall be liable for all damages incurred by DM as a result of or in connection with a breach by the supplier of the Applicable Regulations or the obligations existing under these Product Compliance Terms. If the supplier violates his obligations arising from the Applicable Regulations or from these Product Compliance Terms, DM is also entitled to withhold due payments for deliveries and, after a reasonable deadline set by DM has expired without success, to terminate the supply contract without notice or to cancel indi-

vidual or all open orders in writing. Further legal or contractual claims, in particular claims for damages to which DM is entitled due to a violation of the obligations stated in these Product Compliance Terms by the supplier, remain unaffected; furthermore, the supplier shall indemnify DM from all damages incurred by DM due to a violation of the obligations stated in these Product Compliance Terms or the Applicable Regulations by the supplier, in particular from obligations to or claims of third parties (e.g. customers of DM or authorities) in this respect.