

Product Compliance (REACH, RoHS, Conflict Minerals), Diehl Gas Metering GmbH, Status 12/2020

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 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") In addition to compliance with and observance of the Applicable Regulations, the supplier is also responsible at its own expense for any necessary approval, registration, classification and labelling of products, preparation of safety data sheets and declarations of conformity, communication of potential hazards and substance-relevant application regulations with users, performance of studies and toxicological tests, evaluation of substances and similar.

3. Conflict Minerals, REACH, RoHS u.a.

The supplier ensures that his products do not contain any substances in a concentration that is not permitted. In particular, but not limited to this, the supplier assures that in every respect and for every product delivered to DM as well as the materials and substances contained therein, the supplier complies with the following provisions, as far as applicable, and fulfils respective requirements and obligations:

- a.) Regulation (EC) No 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"); and
- b.) 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'); and
- c.) 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") (""); and
- d.) 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"); and
- e.) 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;

each in the version valid at the time of delivery of the product to DM (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).

4. Declarations, data sheets and other documents

The supplier is obliged at his own expense and responsibility to immediately

- a.) provide 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.) provide or pass on written declarations, data sheets and documents as well as other necessary information and data that comply with the Applicable Regulations. 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, the supplier shall provide 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
- c.) provide 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 4 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.

5. Duty of disclosure

In the event of changes in the composition or the components of the products 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 on request. If the supplier realises that he is 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.

6. Subcontractor

The Supplier undertakes to impose the assurances and obligations contained in these Product Compliance Terms in the same way on its subcontractors and sub-suppliers and to monitor compliance with them. In particular, the supplier shall ensure that it also receives corresponding documents, declarations and information (in particular declarations of conformity and safety data sheets) from its own suppliers so that these are available along the entire supply chain.

7. 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 individual 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.