

- (1) The Supplier warrants that the products supplied by it comply with the requirements and obligations of the relevant national, European and – where applicable – international laws, statutes, regulations, directives and administrative provisions, and conform to other relevant legal requirements and provisions governing the manufacture, export/import, placing on the market, distribution and/or use of the respective product supplied (hereinafter referred to as the “Applicable Regulations”).
- (2) In addition to complying with the Applicable Regulations, the Supplier is obliged to obtain and maintain the necessary approvals, registrations, classifications, labelling and declarations of conformity in relation to the products supplied.
- (3) The Supplier shall ensure that the products supplied by it do not contain any components, materials or substances in a concentration that is impermissible or hazardous to persons, property and/or the environment. Without prejudice to this general obligation, the Supplier warrants that, with regard to the products supplied and the materials and substances contained therein, the following relevant regulations, including their annexes, or the provisions of the legal acts adopted on the basis of these regulations and the respective national implementing acts, in the version current at the time of delivery, are complied with and that the requirements and obligations set out in these regulations are met:
 - a) Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down obligations for Union importers of tin, tantalum, tungsten, their ores and gold from conflict-affected and high-risk areas (*‘Conflict Minerals’*);
 - 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) 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”);
 - 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) Directive 2006/66/EC of the European Parliament and of the Council of 6 September 2006 on batteries and accumulators and waste batteries and accumulators (*“Battery Directive”*);
 - f) Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (“WEEE”);
 - g) Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery (*“Machinery Directive”*);

- h) Council Directive 2013/59/EURATOM of 5 December 2013 laying down basic safety standards for protection against the dangers arising from exposure to ionising radiation;
 - i) Toxic Substances Control Act 1976 (“TCSA”);
 - j) SJ/T 11363-2006 and comparable Chinese regulations (“China RoHS”);
 - k) Regulation (EU) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants (“POPs Regulation”).
- (4) Should specific reporting obligations for THIEN arise from the applicable regulations, and in particular from the provisions listed in paragraph 3 above, in relation to the products supplied, the Supplier shall expressly draw attention to such reporting obligations.
- (5) The Supplier is obliged, upon request, to provide THIEN without delay with all necessary documents, information and other evidence regarding compliance with the obligations set out in the preceding paragraphs, so that THIEN may verify compliance with the Applicable Regulations and other relevant regulations. In particular, THIEN may request the provision of the following documents, information and evidence:
- a) written declarations, data sheets and documentation that comply with the Applicable Regulations, as well as any other necessary information relating to the products supplied;
 - b) insofar as special regulations apply to the delivered products regarding packaging, transport, storage, handling and processing, use, treatment and/or disposal, the Supplier must provide a safety data sheet, a data sheet for resale in Germany and abroad, a transport safety data sheet, and all other information required under the applicable regulations for the safe use and handling of the delivered products;
 - c) written declarations of conformity for the respective products supplied to THIEN, which may also be forwarded by THIEN to customers.
- (6) Unless expressly agreed otherwise between THIEN and the Supplier in individual cases, the Supplier shall provide all documents and declarations referred to in paragraph 5 above, as well as any other documents and information, free of charge and at least in German and English.
- (7) Should any relevant changes occur to the applicable regulations or to the components or ingredients of the products supplied, the Supplier must inform THIEN of such changes in writing without delay. Upon request by THIEN, the Supplier is obliged to provide updated versions of all necessary documents, information and other evidence in respect of the changes. Other obligations and deadlines agreed

between THIEN and the Supplier regarding information on (planned) product changes remain unaffected.

- (8) The Supplier undertakes to conclude agreements with its upstream suppliers and subcontractors in which the Supplier's obligations set out in this section are also imposed on such upstream suppliers and subcontractors, and to monitor compliance with these obligations by the upstream suppliers and subcontractors. In particular, the Supplier shall ensure that it receives all documents, information and other evidence required under the above provisions from its own suppliers and subcontractors as well.
- (9) The Supplier shall fully indemnify and hold THIEN harmless against all damages incurred by THIEN arising from or in connection with a breach by the Supplier of the Applicable Regulations or the obligations agreed in this section. Should the Supplier fail to cease any breaches of the Applicable Regulations or the obligations agreed in this section within a reasonable period following a written warning from THIEN, THIEN shall also be entitled to terminate the supply agreements affected by the respective breach without notice. Any further statutory or contractual claims, in particular claims for damages, to which THIEN is entitled as a result of a breach of the Applicable Regulations or the obligations agreed in this section, remain unaffected.