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OneRobotics (Shenzhen) Co., Ltd.

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c/o

Guotai Junan Capital Limited

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Huatai Financial Holdings (Hong Kong) Limited

62/F, The Center 99 Queen's Road Central Central, Hong Kong

(the "Addressees")

Rödl GmbH Rechtsanwaltsgesellschaft Steuerberatungsgesellschaft

Äußere Sulzbacher Str. 100, 90491 Nürnberg

Friedrichstraße 6 70174 Stuttgart

18 December 2025

Legal Opinion - OneRobotics (Shenzhen) Co., Ltd.

Dear Sir or Madam,

We, Rödl GmbH Rechtsanwaltsgesellschaft Steuerberatungsgesellschaft, are a German limited liability company (Gesellschaft mit beschränkter Haftung) consisting of attorneys, tax advisors and auditors practicing under the laws of the Federal Republic of Germany ("Germany"). We have been engaged to render and deliver this legal opinion ("Opinion") under the laws of the European Union ("EU") and German law in relation to the preparation of the listing of the shares of OneRobotics (Shenzhen) Co., Ltd. ("OneRobotics", together with its subsidiaries, the "Group") on The Stock Exchange of Hong Kong Limited ("IPO").

1. CERTAIN TERMS

1.1 In this Opinion we express our "opinion" as to certain matters referred to herein. Any reference to such terms means that our assessment is based upon our professional expertise and the relevant legal sources, if any are available. Any such expression is to be understood as an assessment based on our analysis of the law as it is currently applied

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itz

Nürnberg, AG Nürnberg, HRB 22282

Geschäftsführer

Prof. Dr. Christian Rödl, LL.M., RA, StB Dr. Isabel Bauernschmitt, Dipl.-Kffr., StB Dr. Heidi Friedrich-Vache, Dipl.-Kffr., StB Horst Grätz, RA Maurus Groll, Dipl.-Kfm., WP, StB Ronald Hager, RA, WP Dr. Dirk Halm, RA Prof. Dr. Bernd Keller, Dipl.-Kfm., WP, StB Dr. Alexander Kutsch, RA, StB Christian Landgraf, Dipl.-Kfm., WP Dr. Rolf Leuner, Dipl.-Kfm., WP, StB Nicola Lohrey, RA Dr. Felix Madeja, Dipl.-Kfm., StB Markus Mainka-Klein, RA, WP Jörg Schielein, LL.M., RA Dr. Oliver Schmitt, RA Martin Wambach, Dipl.-Kfm., WP, StB Dr. Hans Weggenmann, Dipl.-Kfm., StB Michael Wiehl, RA



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Page 2/21

and interpreted by German courts and legal sources (to the extent published).

2. DOCUMENTS EXAMINED AND SEARCHES

- 2.1 For the purpose of rendering this Opinion, we have examined (to the extent necessary for the purpose of this Opinion) and relied upon, the following documents and information:
 - 2.1.1 a "product name list for sale" provided by OneRobotics;
 - 2.1.2 a document named "HS CODE" provided by OneRobotics, which lists the name, function and HS codes of the products exported by the Group from China to EU;
 - 2.1.3 EU Representative Agreement between WONDERLABS LIMITED and XDH Tech valid for the period from February 2, 2025 to February 1, 2026;
 - 2.1.4 registration confirmations issued by the stiftung elektro-altgeräte register with the registration number DE 84383976;
 - 2.1.5 Notice of First-Time Registration under Section 9 VerpackG (Packaging Act) issued by the Stiftung Zentrale Stelle Verpackungsregister on March 1, 2022;
 - 2.1.6 electronic copy of the written confirmation signed by Mr. Zhichen Li in its capacity as legal representative of OneRobotics, dated December 15, 2025 ("Confirmation").

(the abovementioned documents are collectively referred to as the "Documents").

2.2 Unless otherwise explicitly stated, as to any facts relevant to the Opinion expressed below in section 5 we have, without independent investigation, relied solely upon the Documents and we have not considered any facts, circumstances or any other issues outside the Documents.

3. SCOPE OF THE OPINION

3.1 Our role has been confined to reviewing the Documents from the point of view of statutory laws of the Federal Republic of Germany (with



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Page 3/21

exclusion of German tax law, German insolvency law, and German banking and investment regulatory law) and its interpretation by German courts and as enacted and applied at the date hereof to the extent necessary for the purpose of this Opinion ("German Law").

- 3.2 Furthermore, this Opinion is rendered under the laws of European Union ("EU Law"), which do not include any national laws of the member states of the European Union except the German Law. The German Law and EU Law include the summary as attached in Annex 3.1 hereto.
- 3.3 In this Opinion, German legal concepts are expressed in English terms, to which certain of the original German terms have been added in parenthesis. The concepts may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions. This Opinion may, therefore, only be relied upon under the express condition that any issues of interpretation or liability arising hereunder will be governed by German Law and be brought before a German court.
- 3.4 We have examined German Law and EU Law as currently applied by German courts and the Court of Justice of the European Union and as far as in our judgement this was necessary for the purpose of this Opinion. We do not purport to be qualified to express an opinion and we express no opinion in this Opinion as to the laws of any jurisdiction other than Germany.

4. ASSUMPTIONS

For the purpose of giving this Opinion, we have, except as stated otherwise herein, without any further independent investigation or verification made the following assumptions:

- 4.1 the genuineness of all signatures and seals;
- 4.2 the authenticity and completeness of all documents submitted to us as originals;
- 4.3 the conformity to original documents and the completeness of all documents submitted to us as copies, facsimile transmission or in electronic form (PDF) and the authenticity of the originals where



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Page 4/21

copies, facsimiles or electronic copies (PDF) have been submitted to us:

- 4.4 the conformity to the data, information and documents as stored electronically (together the "Electronic Information") in the relevant internet-based registers and databases and the authenticity and completeness of all Electronic Information as of today;
- 4.5 that since the date of our research in the relevant internet-based registers and databases until the date of issuing this opinion, no entry has been made in which is not yet reflected therein;
- 4.6 that the Documents are true, correct, complete, not rescinded and up-to-date as to all their particulars on and as of the date hereof and that no other documents that contravene or replace the Documents have been established;
- 4.7 that the person who has signed the Confirmation,
 - 4.7.1 is factually the person who is appointed as the legal representative of OneRobotics;
 - 4.7.2 was of unimpaired mental capacity and under no undue influence, duress or error with regard to the content of the Confirmation and in full possession of his legal capacity (unbeschränkte Geschäftsfähigkeit); and
 - 4.7.3 has issued a statement of intent (Willenserklärung) which
 (a) is not rescindable (nicht anfechtbar) under sections 119
 et seqq. of the German Civil Code (Bürgerliches
 Gesetzbuch "BGB"), (b) is not void (nichtig) due to a
 mental reservation (geheimer Vorbehalt) within the
 meaning of section 116 BGB, (c) is not void (nichtig) in
 terms of a sham transaction (Scheingeschäft) within the
 meaning of section 117 BGB and (d) does not suffer from a
 lack of seriousness (Ernstlichkeit) pursuant to section 118
 BGB;
- 4.8 that the Confirmation has not been amended, revoked or declared void and remains in full force and effect and that all statements contained in the Confirmation are true and correct in all respects on the date of this Opinion;



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Page 5/21

- 4.9 there are no dealings or agreements between the parties outside the contracts and/or agreements that affect any of the Documents provided to us;
- 4.10 contracts/agreements/statements/certificates submitted to us as a copy of a signed document (i) have been validly concluded or issued, including as to the form, (ii) signatures reproduced therein are genuine and (iii) the documents are authentic and complete and maintain valid;
- 4.11 that no laws other than the German Law and the EU Law affect any of the conclusions stated in this Opinion;
- 4.12 that no other facts are relevant to this Opinion that do not appear from the Documents;
- 4.13 that all products sold directly or indirectly by the Group in the EU have been disclosed to us;
- 4.14 that WONDERLABS LIMITED is during the Track Record Period (as defined below) and will remain as a subsidiary indirectly wholly owned by OneRobotics (Shenzhen) Co., Ltd..

5. OPINION

Based upon and subject to the assumptions and qualifications set out herein, we are of the opinion that as of 30 June 2025 ("Cut-Off Date") except where explicitly indicated below, during the period from 1 January 2022 until and including the Cut-Off Date ("Track Record Period"):

Background

- 5.1 According to the Documents, during the Track Record Period, the Group has exported the products as listed in Annex 5.1 ("Products") to the EU. According to the Confirmation issued by OneRobotics, all Products are manufactured and exported from China; the Group has not exported any Products from EU to other countries. We are given to understand that the Group's general business operation in the EU consists also of the online sale of the Products to end users on a business-to-consumer (B2C) basis.
- General Business Operation and Compliance (Including Product Liability and Consumer Protection)



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Page 6/21

- 5.2 Except for the mandatory certifications and the registration duties with respect to specific Products described in Section 5.4 below, the Group is not required to obtain any licences, permits, approvals and certificates ("Authorizations") for its business operation (online distribution of household robots) in the EU and in Germany.
- 5.3 The Group is not required to establish a branch or subsidiary in the EU to conduct its business operation (online distribution of household robots) in the EU and in Germany. However, for regulatory compliance purposes, the Group must:
 - a) Appoint an Authorised Representative established in the EU (e.g., in Germany or another Member State), as the Products are subject to CE marking obligations under applicable EU product safety legislation and the requirements of Article 4 of Regulation (EU) 2019/1020 (see also Section 5.4); according to the Documents provided, the Group has appointed the said Authorised Representative through WONDERLABS LIMITED;
 - b) Appoint a WEEE Authorised Representative established in Germany, pursuant to Section 8 of the German Electrical and Electronic Equipment Act (ElektroG), as a condition for lawfully placing electrical and electronic equipment on the German market; according to the Documents provided, the Group has appointed the said WEEE Authorised Representative through WONDERLABS LIMITED;
 - c) Appoint a responsible economic operator established in the EU, in accordance with Article 16 of the General Product Safety Regulation (EU) 2023/988 (GPSR). This obligation applies to all consumer products—regardless of whether they are subject to CE marking—and is particularly relevant for products sold (online) to end users within the EU. Since the Group has already appointed an Authorised Representative under Article 4 of Regulation (EU) 2019/1020 for CEmarked products, such operator may also fulfil the role of responsible economic operator under the GPSR, provided all legal obligations under both frameworks are fully met;



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Page 7/21

- d) Comply with the requirements of the German Packaging Act (Verpackungsgesetz), which applies to any party that first places packaging filled with goods on the German market on a commercial basis, including through importation from abroad. As the Group distributes packaged products directly to German consumers, it qualifies as a "producer" under the German Packaging Act and must therefore:
 - i. personally register with the LUCID Packaging Register maintained by the Central Packaging Register (Zentrale Stelle Verpackungsregister – ZSVR);
 - enter into a system participation agreement with a licensed dual system for packaging subject to system participation (i.e., packaging that typically ends up as waste with private end users); and
 - iii. regularly report packaging volumes to the system operator in accordance with the agreed reporting intervals.
 - While the Group may appoint an authorised representative to manage its ongoing obligations under the Packaging Act, the initial LUCID registration must be completed by the Group itself and cannot be delegated. According to the Documents provided, the Group has conducted the said initial LUCID registration through WONDERLABS LIMITED in Germany.
- 5.4 Sale of the Products by the Group in the EU shall be subject to mandatory product compliance and certification requirements, as well as registration duties, as the case may be.
 - As household robots generally qualify as electrical and electronic equipment, and in some cases as "machines" within the meaning of EU product safety legislation, the Products must, at a minimum:
 - a) comply with the <u>relevant</u> CE marking requirements and be affixed with the CE mark before being placed on the EU market;
 - b) undergo a conformity assessment procedure under applicable EU directives and related German implementation laws, including, where relevant:



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Page 8/21

- the Machinery Directive (2006/42/EC), and as of 14 January 2027 the Machinery Regulation (EU) 2023/1230
- the Electromagnetic Compatibility (EMC) Directive (2014/30/EU),
- the Low Voltage Directive (2014/35/EU),
- the Radio Equipment Directive (2014/53/EU) (if wireless communication is used), and
- the RoHS Directive (2011/65/EU);
- be supported by an EU Declaration of Conformity issued by the manufacturer, and
- d) be accompanied by technical documentation that demonstrates compliance with all applicable essential safety and environmental requirements.

Products without proper CE marking may not be placed on the market (Articles 4, 6 and 41 of Regulation (EU) 2019/1020).

Furthermore, user manuals and safety information must be provided in the language(s) of the respective target markets, and the product labelling must meet the formal requirements under EU law.

Furthermore, the Products are subject to the General Product Safety Regulation (EU) 2023/988, insofar as there are no specific EU provisions which regulate the safety of the products concerned.

This Regulation sets out overarching safety obligations for all consumer products, including CE-marked devices, and introduces additional requirements related to product traceability, risk communication, recall procedures, and the appointment of a responsible economic operator within the EU (see Section 5.3 lit. c).

These obligations apply irrespective of the CE marking regime and must be observed alongside the sector-specific conformity requirements listed in above and in the following.

The Products might be subject to other EU consumer protection laws, including both general and sector-specific regulations, such as:



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Page 9/21

- Regulation (EU) 2023/1542 concerning batteries and waste batteries
- WEEE Directive (2012/19/EU)
- European Accessibility Act (Directive 2019/882)
- Al Act (Regulation EU 2024/1689)
- Unfair Commercial Practices Directive (2005/29/EC)
- Consumer Rights Directive (2011/83/EU)
- 5.5 According to our search on the EU Safety Gate (RAPEX) system¹ and the Confirmation issued by OneRobotics, during the Track Record Period, there has been no product recall of any Product sold by the Group in the EU, including specifically in Germany.
- 5.6 According to the Confirmation issued by OneRobotics, none of the entities within the Group is currently, or has been during the Track Record Period, involved in any governmental investigation, administrative proceedings, civil or criminal litigation, arbitration, other judicial proceedings, judgments, fines, penalties, or other dispute resolution processes due to violation of applicable laws and regulations in relation to product liability and consumer protection under the German Law and the EU Law.
- 5.7 Based on the foregoing analysis, the Group has complied with applicable laws and regulations for its business operation in the EU in respect of product liability and consumer protection in material aspects under the German Law and the EU Law subject to the qualification that our scope of review does not include whether the Group has complied with all of its obligations as described in Section 5.4 above.

• Import/Export Control

5.8 Under the German Law and the EU Law, there is no prohibition for import of the Products from China. There would be a prohibition if the CE-Identification is missing or CE-Identification is used in a wrong way.

¹ We've conducted a research on the English as well as the German version of the Safety Gate portal (<u>Safety Gate: the EU rapid alert system for dangerous non-food products</u>) using the terms "OneRobotics", "Robot", "Robot-vacuum", "Haushaltsroboter", "Roboter", "Roboter-staubsauger". No results for any OneRobotics products were found using these terms for the research in the Safety Gate portal.



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Page 10/21

- 5.9 According to the Confirmation issued by OneRobotics, the Group has not exported any Products from EU to other countries outside EU. Therefore, legal provisions related to export control under the German Law and the EU Law are not relevant the Group's business operation in the EU.
- 5.10 According to the Confirmation issued by OneRobotics, none of the entities within the Group is currently, or has been during the Track Record Period, involved in any governmental investigation, administrative proceedings, civil or criminal litigation, arbitration, other judicial proceedings, judgments, fines, penalties, or other dispute resolution processes due to violation of applicable laws and regulations in relation to import/export control under the German Law and the EU Law.
- 5.11 Based on the foregoing analysis, the Group has complied with applicable laws and regulations for its business operation in the EU in respect of import/export control in material aspects under the German Law and the EU Law.

6. QUALIFICATIONS

Our Opinion is subject to the following qualifications:

- 6.1 For the purpose of this Opinion, "China" shall refer to the mainland China and exclude Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan.
- 6.2 We have not been engaged to and we have not reviewed the individual product certification the Group has obtained for its Products as well as whether the Group has complied with all of its obligations as described in Section 5.4 above. Therefore, our opinions expressed in Section 5.7 shall not be interpreted to include any opinion regarding the Group's compliance on the aspects described in Section 5.4.
- 6.3 We do not express or imply an opinion on laws other than the German Law and the EU Law.
- 6.4 Where a person is vested with a discretion or a matter is to be determined by reference to person's opinion, German Law may require



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Page 11/21

that such discretion is exercised reasonably or that such opinion is based on reasonable grounds.

- 6.5 The authenticity or completeness, and, therefore, the value as evidence, of any message or data in electronic form (even if saved on a medium of data storage) is in principle capable of being challenged as evidence in courts on, inter alia, the grounds that:
 - 6.5.1 its content;
 - 6.5.2 the sender;
 - 6.5.3 the date and time of its issue; or
 - 6.5.4 may have been altered or manipulated and cannot be certified.
- 6.6 where opinions expressed in Section 5 refer to the term "according to the Confirmation", we have solely relied on the information given in the Confirmation without performing any further research and without independent investigation and have not considered any facts, circumstances outside the Confirmation, including other Documents, unless explicitly stated herein.
- 6.7 this Opinion refers only to the date hereof. We have no obligation to advise you (or any third party) of any changes in the law or facts that may occur after the date of this Opinion.

7. BENEFIT OF THE OPINION

- 7.1 This Opinion speaks as of its date and is given solely in connection with the Documents and is addressed to and is solely for the benefit of the Addressees. Therefore, this Opinion is not intended to create third party rights pursuant to section 328 et seq. BGB (Vertrag zugunsten Dritter oder Vertrag mit Schutzwirkung für Dritte). It may not, without our prior written consent, be relied upon for any other purpose or be disclosed to or relied upon by any other person save that it may be disclosed on a strictly non-reliance basis without such consent to:
 - 7.1.1 its legal and professional advisors being subject to professional obligations to maintain the confidentiality of this Opinion (but solely in connection with the preparation of the IPO); or

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Page 12/21

7.1.2 any person to whom disclosure is required to be made by applicable law or court order or pursuant to the rules or regulations of any supervisory or regulatory body or in connection with any judicial proceedings;

provided that (in each case) the Addressees take reasonable steps to procure that such person maintains the confidentiality of this Opinion (except if the recipient is otherwise bound by requirements of confidentiality, and except in the case of disclosure required by law or regulation in which case the disclosing recipient shall only be required to notify the relevant person that this opinion is confidential and request that it maintains confidentiality), and provided further that this Opinion shall not be relied upon by any such person and provided further that any person intended to receive this Opinion pursuant to section 7.1.1 above signs, in a legally binding form, a non-reliance letter in the form attached as **Annex 7.1** and we receive the original of such signed and legally binding non-reliance letter prior to the disclosure of this Opinion.

- 7.2 We accept no liability in respect of this Opinion to any person other than the Addressees. By accepting the Opinion, you accept that any liabilities arising from simple negligence (einfache Fahrlässigkeit) and any and all claims vis-à-vis Rödl GmbH Rechtsanwaltsgesellschaft Steuerberatungsgesellschaft or any of its employees or directors arising from such liabilities are capped at a total amount of EUR 10,000,000.00 (in words: Euros ten million). This limitation shall not apply to liability for gross negligence (grobe Fahlässigkeit) and wilful misconduct (Vorsatz).
- 7.3 This letter and the Opinion expressed herein are issued under and shall be governed by and interpreted solely in accordance with German Law. All non-contractual obligations and any other matters arising out of or in connection with this letter and the opinions expressed herein are governed by German Law. By accepting this Opinion, you are deemed to also accept that any disputes in relation hereto shall be subject to the exclusive jurisdiction of the courts in Nuremberg, Germany.

Yours faithfully,

Dr. Barbara Klaus Rechtsanwältin Aleksangra Wisnioch Rechtsanwältin



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Page 13/21

Annex 3.1

GERMANY AND EUROPEAN UNION LAWS AND REGULATIONS

This section sets out a summary of certain aspects of laws and regulations of Germany, which are relevant to the business and operations of our Group.

Laws and Regulations relating to Product Safety and Product Liability

Product Safety

Pursuant to applicable product-related laws in the European Union and Germany, all products must be designed, manufactured, and used in a manner that does not pose unacceptable risks to users. In particular, electrical and electronic equipment must comply with specific technical standards, environmental protection requirements, waste disposal regulations, eco-design and energy labelling rules, and electromagnetic compatibility standards. The specific regulatory requirements vary depending on the nature and specifications of each product.

Relevant (non-exhaustive) regulations for our products include:

- Directive 2014/35/EU (Low Voltage Directive)
- **Directive 2014/30/EU** (EMC Directive)
- Directive 2014/53/EU (Radio Equipment Directive)
- Directive 2011/65/EU (RoHS Directive)
- Directive 2012/19/EU (WEEE Directive)
- Regulation (EU) 2023/1542 on batteries and accumulators
- Directive 2009/125/EC (Eco-design Directive)
- Regulation (EU) 2017/1369 (Energy Labelling Regulation)
- **Directive 2006/42/EC** (Machinery Directive), replaced by **Regulation (EU) 2023/1230** (already partially applicable)
- General Product Safety Regulation (in force since 13 December 2024)
- Regulation (EU) 2019/1020 (Market Surveillance Regulation)

German equivalents include, in particular, the **German Product Safety Act** (Produktsicherheitsgesetz – *ProdSG*) and other national



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Page 14/21

implementing or supplementary provisions that transpose, apply, and further define EU legal requirements.

The above-mentioned regulations generally provide for:

- Product properties including restrictions on certain substances, construction and design requirements, technical standards, radio or electromagnetic frequency compliance, and other essential product characteristics.
- 2. **Product labelling** such as manufacturer/importer identification, CE marking (where applicable), and energy efficiency labels.
- 3. **Registration and notification obligations** e.g. registration of electrical and electronic equipment or batteries/accumulators in public registers, and participation in authorised recycling systems.
- 4. **Take-back obligations** including end-of-life take-back for electronic equipment and batteries/accumulators.
- 5. **Technical documentation** e.g. testing reports, expert opinions, design drawings, and declarations of conformity for CE marking (where applicable).
- User information and instructions provision of user manuals in the official language(s) of the country of sale (i.e.in German), and affixing necessary warnings directly to the product.

Under the **German Product Safety Act** (*Produktsicherheitsgesetz* – ProdSG), distributors may only place products on the German market if, when used as intended or in a reasonably foreseeable manner, they do not pose any risk to health or safety. In general, product-related EU and German laws apply when a product is **placed on the market** (*Inverkehrbringen*), **made available on the market** (*Bereitstellen*), or **imported** (*Einführen*) into the German or EU market.

Compliance must be demonstrated through a conformity assessment. Where the product falls under EU harmonisation legislation requiring CE marking, compliance must be evidenced by the CE marking and supported by comprehensive **technical**



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Page 15/21

documentation, typically including a risk assessment, user and maintenance instructions, and safety and disposal guidelines.

If a product does **not** fall within the scope of CE marking requirements, the manufacturer (or other responsible economic operator) must nevertheless ensure compliance with **all applicable national and EU product safety rules**. In such cases, conformity is generally demonstrated by preparing and maintaining appropriate **technical documentation** showing compliance with relevant national or EU requirements (e.g. General Product Safety Regulation, sector-specific rules).

If a product is found to be non-compliant, authorities may impose enforcement measures such as prohibition of sale or display, mandatory product recall or withdrawal, or confiscation and destruction of the product. Non-compliance with product safety requirements may result in administrative fines of up to EUR 100,000 per violation, or criminal penalties, including imprisonment of up to one year in serious cases. In circumstances involving harm to individuals, more severe penalties may apply.

Product Liability

Product liability in Germany is primarily governed by the German Product Liability Act (*Produkthaftungsgesetz* — *ProdHaftG*), which transposes the EU Product Liability Directive (85/374/EEC) into national law. The *ProdHaftG* establishes a strict (no-fault) liability regime for damages caused by defective products. Under this regime, manufacturers, importers, distributors, or any party presenting itself as the producer (e.g. by affixing a trademark or name on the product), may be held liable for personal injury or damage to privately used property resulting from product defects, regardless of fault or negligence.

A product is considered defective if it fails to provide the level of safety that a person is entitled to expect, taking into account all circumstances, including the product's presentation, its intended use, and the time it was placed on the market (Section 3 *ProdHaftG*). Defects can arise from design flaws (*Konstruktionsfehler*), manufacturing issues, or inadequate instructions and warnings (*Instruktionsfehler*).



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Page 16/21

If a defective product causes harm, the injured party may claim compensation. The *ProdHaftG* provides for a standard limitation period of three years from the date on which the claimant becomes aware of the damage and the liable party, and an absolute limitation period of ten years from the date the product was first placed on the market. The maximum amount for personal injuries caused by a product or by identical products with the same defect is EUR 85 million. (Section 10 *ProdHaftG*). This limitation applies exclusively to personal injuries and refers to one and the same event. There is no statutory limitation of liability for property damage. Multiple liable parties may be held jointly and severally liable.

The *ProdHaftG* does not contain any explicit requirements regarding the place of residence or the place of purchase. The decisive factor is that the damage concerns the legal interests specified in Section 1 *ProdHaftG* (life, body, health, or certain property damage) and that a product defect is present. Pursuant to Section 4(2) *ProdHaftG*, a manufacturer is also deemed to be anyone who, in the course of business, imports or brings a product into the territory of the European Economic Area (EEA). As a result, the Act is generally applicable in practice when the defective product enters the EEA—particularly Germany—and is used here as intended, regardless of the place of manufacture.

Specifically, the *ProdHaftG* applies when:

- the injured party resides in Germany and the defective product was placed on the German market;
- the product was purchased in Germany and placed on the German market; or
- the harm occurred in Germany and the product was placed on the German market.

It is sufficient that the producer could have reasonably foreseen that the product may be made available in Germany by a third party, such as a customer or distributor. Importantly, liability under the *ProdHaftG* cannot be contractually excluded or limited in advance.

In addition to strict liability, according to Section 15(2) *ProdHaftG*, claims arising from other statutory bases of liability remain unaffected, in particular tort liability under the German Civil Code



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Page 17/21

(Sections 823 et seq. *Bürgerliches Gesetzbuch* — *BGB*) may apply where damage is caused by a producer's negligence or wilful misconduct. This includes liability for breach of legal duties to ensure product safety, which may encompass obligations to monitor the market and to take corrective measures (e.g. product recalls or safety warnings) if new risks arise after the product is marketed. As a result, tort claims can be asserted alongside product liability claims. This can be relevant for enforcing claims, as tort law does not provide for maximum liability amounts and in some cases applies different limitation rules. The scope of tort liability is generally unlimited.

Furthermore, under contractual warranty rules in the *BGB*, sellers are obliged to deliver defect-free products. In the event of a defect, the buyer may be entitled to remedies such as repair, replacement, price reduction, or contract rescission. Sellers may seek recourse against the producer where contractually or legally permitted.



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Page 18/21

Annex 5.1 Products

Product	EU HS Code		
Bot	8536500500		
Meter/Meter Plus/Outdoor Meter/Meter Pro/Meter Pro(CO ₂)	9025190090		
Plug/Plug Mini	85365080000		
Hub Mini /Hub 2	8517620000		
Humidifier	8479600000		
Humidifier water purification box	8509900000		
Humidifier filter	8509900000		
Humidifier Antibacterial Box	8509900000		
Curtain	8543900000		
Add on	3506990000		
remote	8536500500		
Solar Panel	8504402000		
Motion Sensor	9031808000		
Contact Sensor	8531900000		
Indoor Cam	8525890000		
Pan/Tilt Cam	8525890000		
Outdoor Spotlight Cam	8525890000		
NFC Tag	8523520000		
Color Bulb	8539520000		
strip light	9405423990		
Smart Lock	8301409000		
Keypad/Keypad Touch	8537101090		
SwitchBot Card	8523520000		
Blind Tilt	8537109500		
Ceiling Light	9405114090		
Robot Vacuum Cleaner	8508190000		
Sweeping machine Replacement Kit	8508700090		
Sweeping machine Replacement Part Mopping Pads	8508700090		
Sweeping machine Replacement Part Dirt Disposal Bags	8508700090		
Sweeping machine Replacement Part Sweeping Brush	8508700090		
Sweeping machine Replacement Part Filter	8508700090		
Sweeper cleaning solution	3402509000		
Sweeping machine water tank	8421991000		
Circulator Fan	8414510090		
power bank	8504406010		
Lock Pro battery	8507600090		
Lock Pro Adapter-Magnet	8505119010		
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Product	Page 19/21 EU HS Code		
Adapter 5V1A/5V2A	8504409510		
Finder Card	8526912000		
Roller Shade	8543900000		
Water Leak Detector	8531900000		
Universal Remote	8526920090		
Plastic display rack	3926909790		
Air Purifier	8421398590		
Air Purifier Filter	8421398590		
65W charger	8504409510		
Hub2 Charging cable	8544499510		
Relay Switch 1/1PM	8536500500		
Floor Lamp	9405299090		



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Page 20/21

Annex 7.1 Form of Non-Reliance Letter

[Letterhead of recipient of legal opinion]

To: Rödl GmbH Rechtsanwaltsgesellschaft Steuerberatungsgesellschaft

[Place], [Date]

Legal Opinion - OneRobotics (Shenzhen) Co., Ltd.

Dear Sir or Madame,

We refer to our discussions with $[\cdot]$ in respect to the legal opinion you have prepared on the certain aspects of the legal status of $[\cdot]$ ("**Opinion**").

Terms defined in the Opinion shall have the same meanings herein unless the context requires otherwise and subject to any contrary indication.

We hereby request you to make available to us a copy of the Opinion. In view thereof we hereby enter into the following undertakings towards you:

- 1. Neither we nor any of our affiliates (*verbundene Unternehmen*), nor any of our own or any of our affiliates' employees, advisors or other representatives will rely on the Opinion or its contents and neither we nor any of the persons and entities referred to before will hold you or any of your directors, officers or employees liable in connection with the delivery of the Opinion or its contents. You do not owe us any duty of care in respect of the Opinion or its preparation, or give any warranty express or implied as to the accuracy of the Opinion or any part thereof or as to any underlying assumptions upon which the Opinion is based.
- We will treat the Opinion and its contents as confidential and shall not distribute copies of the Opinion, or otherwise use or disseminate the contents of the Opinion, to any person or entity without your prior written consent, with the exception of (a) disclosure on a confidential basis to such of our legal and professional advisors being subject to professional obligations to maintain the confidentiality of the Opinion or, if not, have entered with you in advance into a written confidentiality agreement with the contents stated in this section 2 without any qualifications or restrictions who need to consider the matters set out in the Opinion for



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Page 21/21

the purpose described in the introductory paragraph of this letter; or (b) disclosure to the extent required to be made by applicable law or court order or pursuant to the rules or regulations of any supervisory or regulatory body or in connection with any judicial proceedings, to the extent permitted by law after prior consultation with you. We will return or destroy the copy(ies) of the Opinion provided to us immediately upon your request, save to the extent that we are required to retain a copy by applicable mandatory law or by a binding order issued by any competent supervisory or regulatory authority.

This letter and the undertakings and agreements set out herein shall be governed by German law. The exclusive place of venue for all court proceedings which may arise out of or in connection with this letter or the Opinion shall be Nuremberg.

This letter shall take effect as soon as we have executed it. We hereby waive to receive from you a declaration of acceptance of this letter.

[insert name/position of recipient]

Name:	Name:
Title:	Title: