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Change Rules

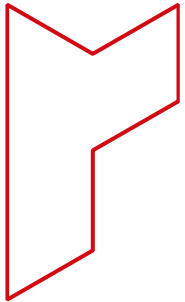
100% Know-How. 0% Nonsense.

CRA: Practical Insights and FAQ from Corporate Practice

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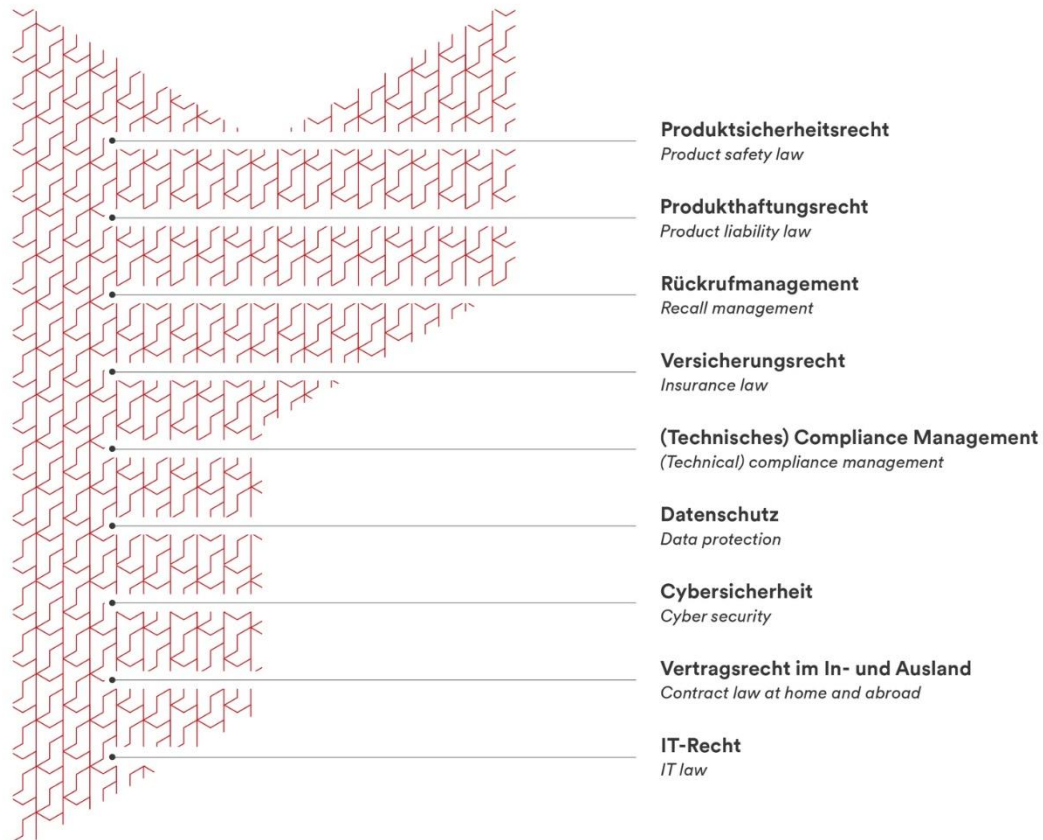
Agenda

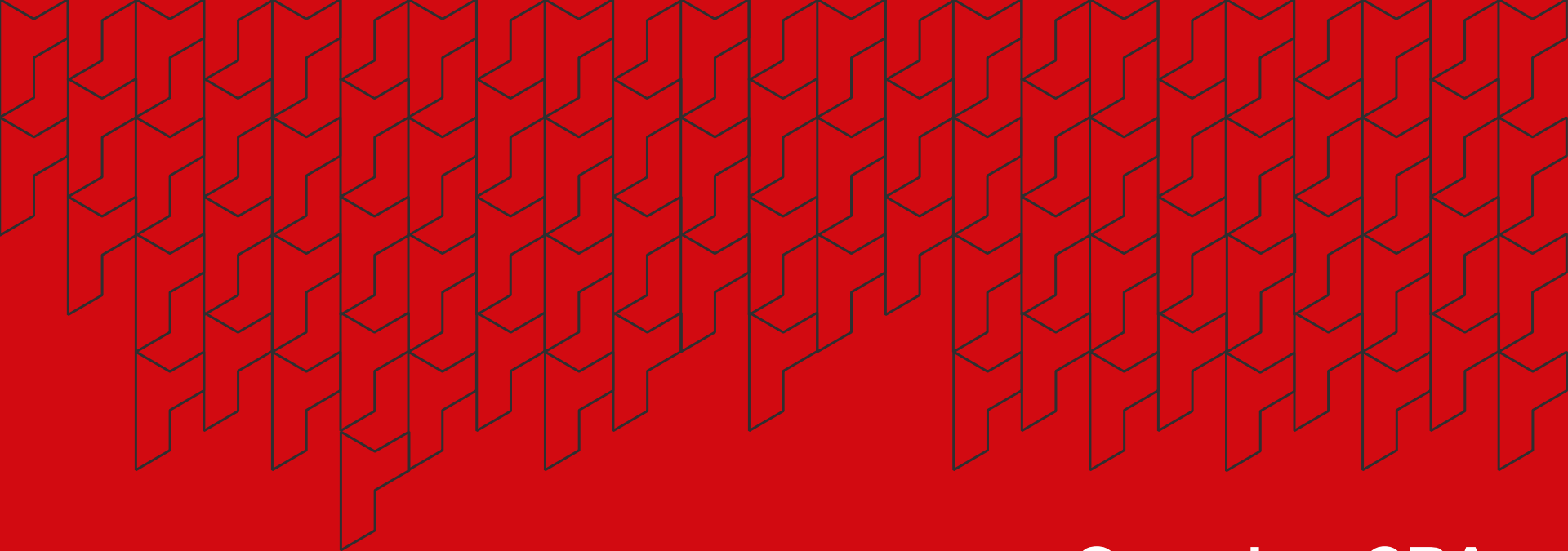
- 1 Overview CRA
- 2 Frequently Asked Questions

What we do

4

Effectiveness is non-negotiable.





Overview CRA

Scope of Application

- **Material scope:** Products with digital elements
 - Software products
 - Hardware products with remote data processing capabilities
 - Software or hardware components placed on the market separately
 - Exceptions for certain regulated products
- **Territorial scope:** Paid or unpaid making available on the Union market in the course of a commercial activity → **Market location principle**



Essential Obligations for Manufacturers

1.

**Conformity of
products with the
requirements of
Annex I**

2.

**Assessment of
cybersecurity risks**

3.

**Provision of (free)
security updates**

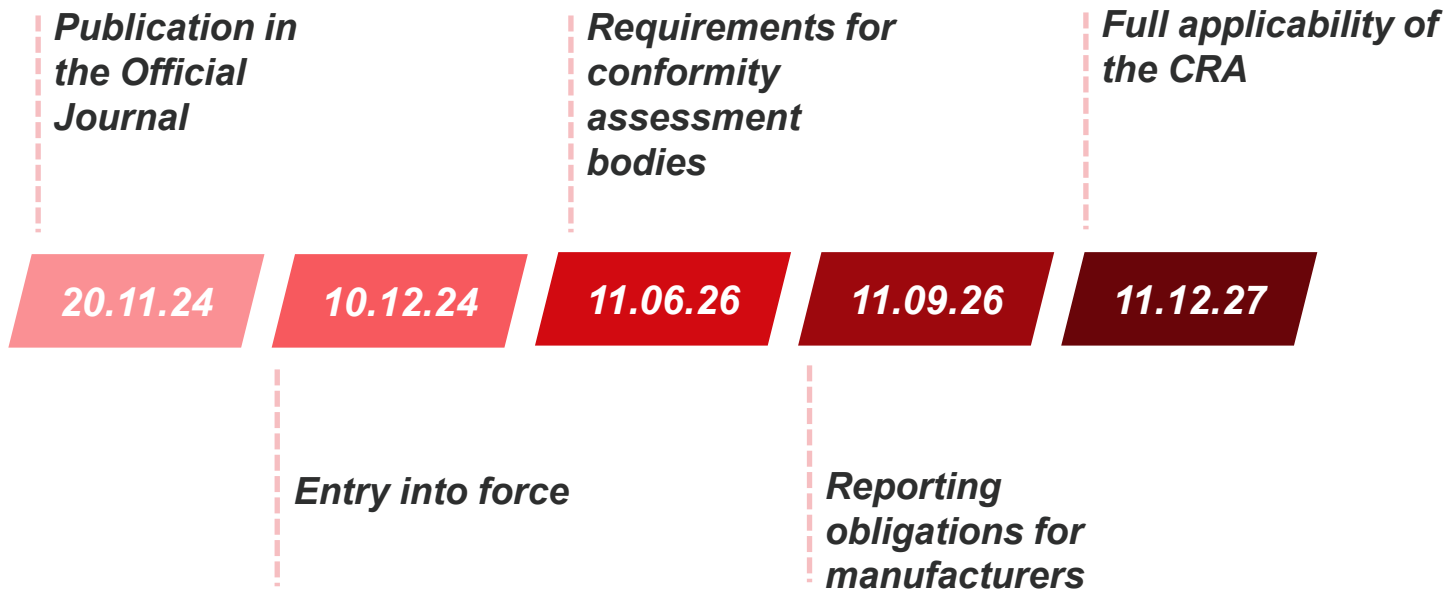
4.

**Reporting
obligations for
vulnerabilities**

5.

**Technical
documentation and
informations and
instructions for the
user**

Timeline CRA





Frequently Asked Questions

Does the CRA apply to a product series or to the individual product?

- The CRA applies to the *individual product*
- Therefore, the relevant point in time for determining **applicability** is not when the product series was placed on the market, but when the *specific product* was placed on the market



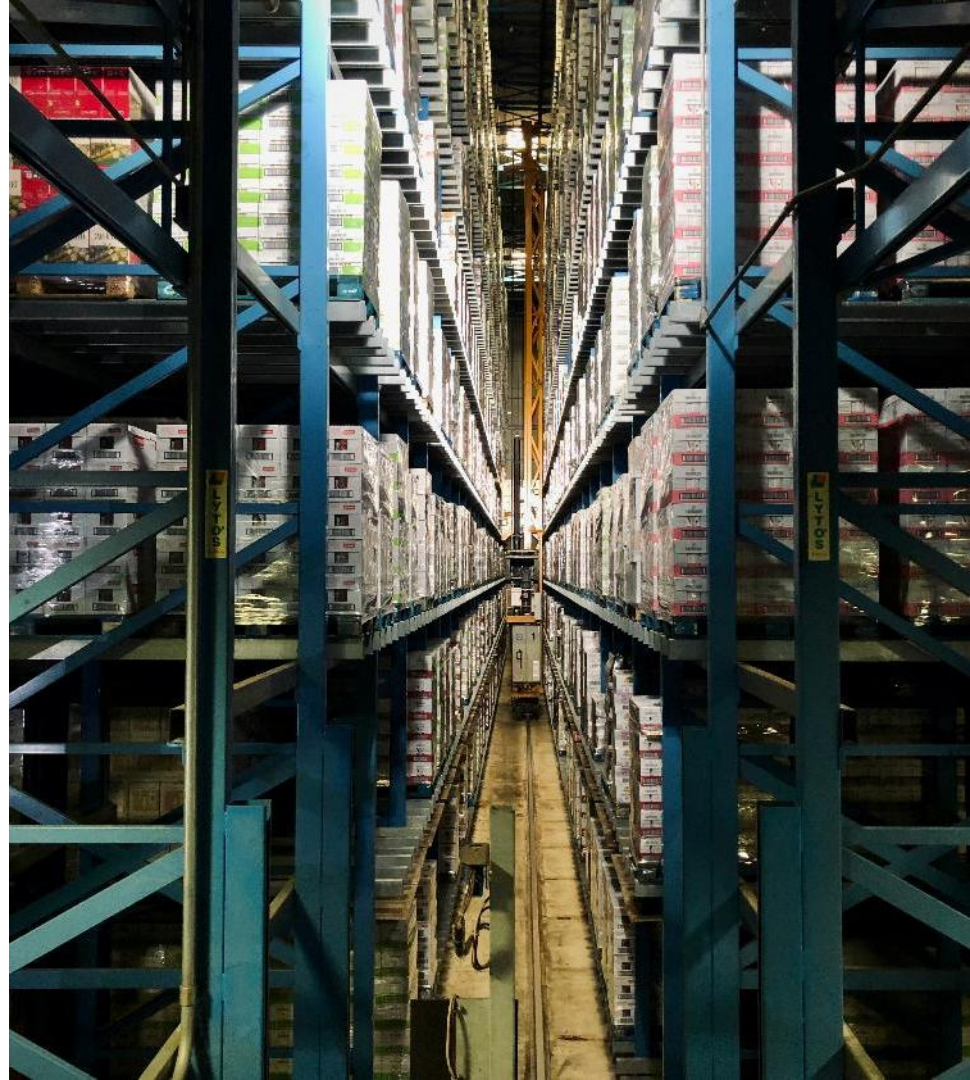


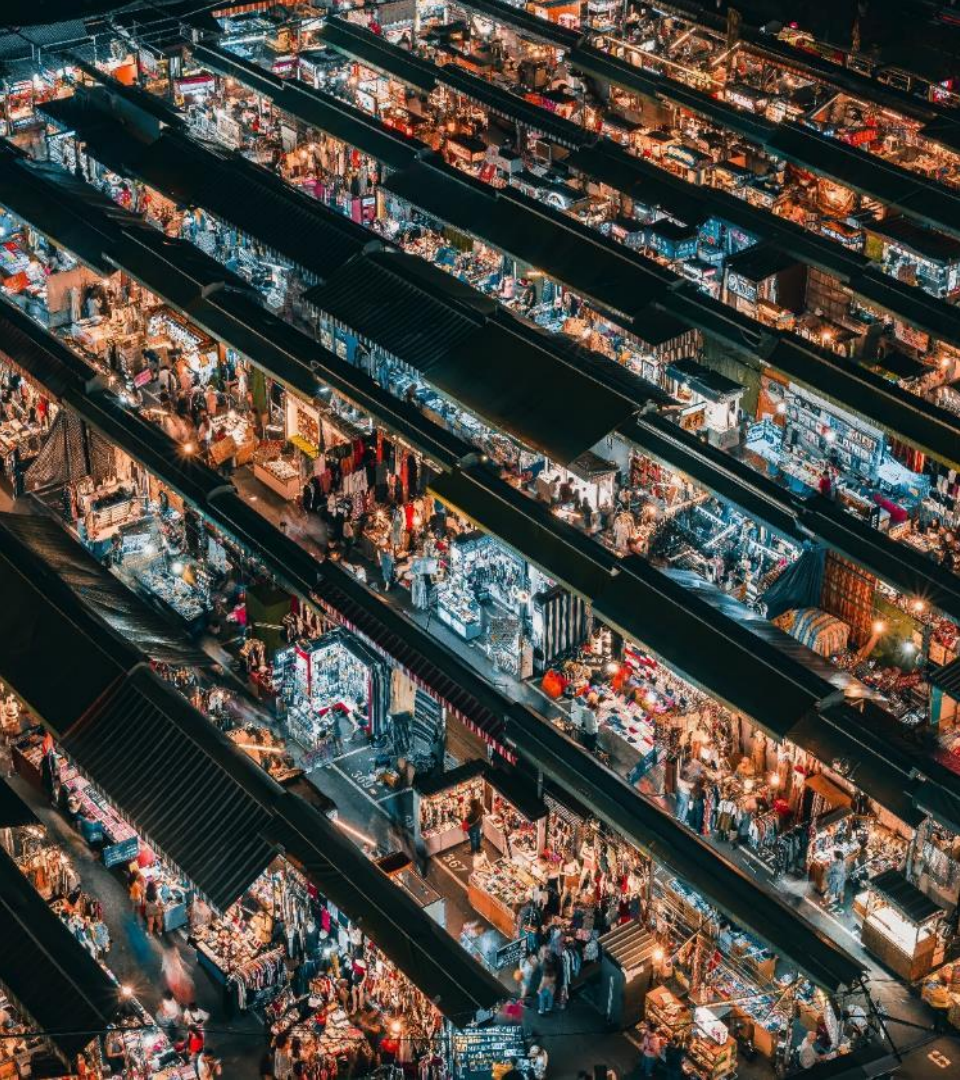
Projects vs. Products under the CRA

- Contracts typically cover entire projects (e.g., the production of multiple coaches), with the project starting before December 2027
- **Some coaches** being completed **before December 2027, and others afterwards**
- Under the CRA, however, the **product** is the individual product with digital elements → in this case, **each individual coach**
- If a coach is placed on the market after December 2027, it falls under the CRA; if placed before, it does not
- This makes **clear contractual management** essential

Are there exceptions for “legacy products”?

- Products **placed on the market *before* full applicability of the CRA** (11 December 2027) do not fall under the Regulation
- This applies **even if they are made available again** at a later point in time
- **Exception:** Subsequent “*substantial modification*” of the product





When is the individual product considered placed on the market?

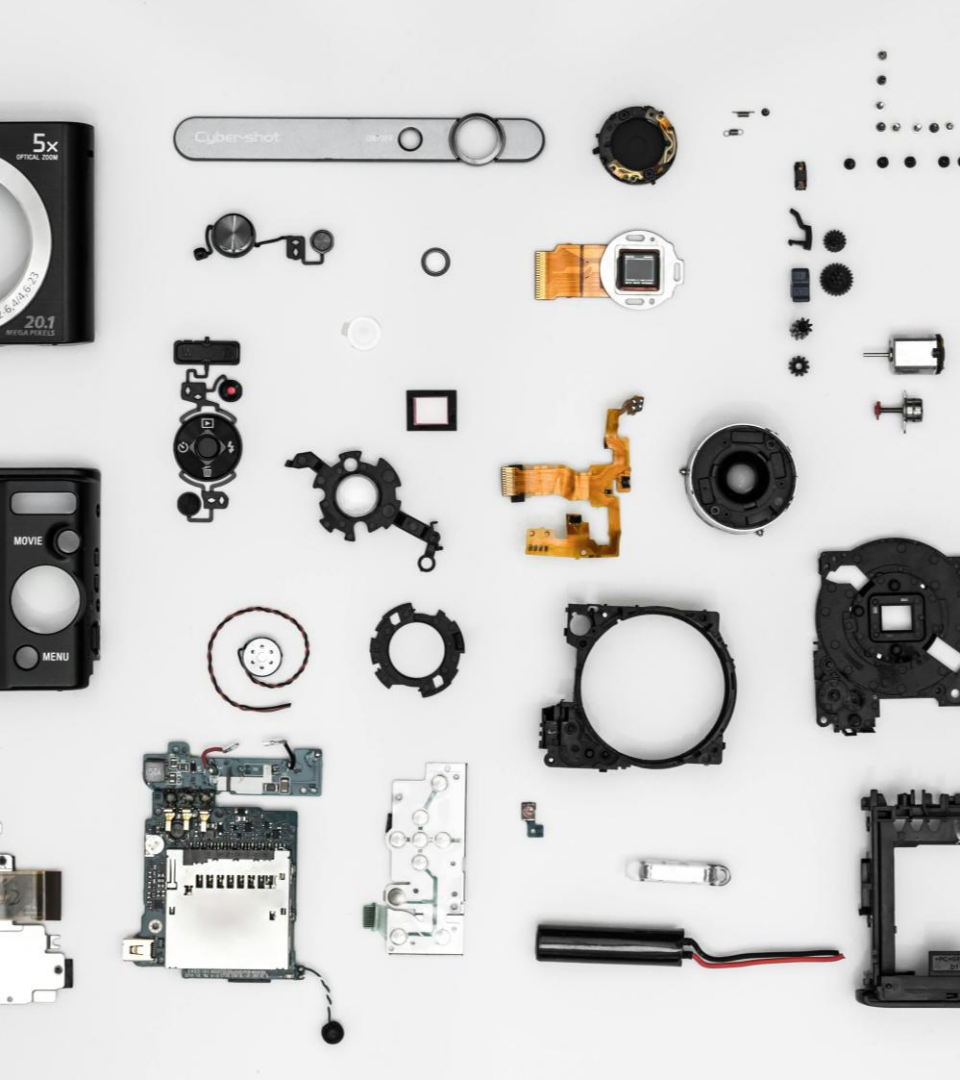
- **Placing on the market** = the first making available of a product on the Union market
- **Making available** = any supply of a product for distribution, consumption or use in the course of a commercial activity on the Union market



Do CRA requirements also apply to tailor-made products?

- Tailor-made products with digital elements are also **subject to the CRA**
- **Two key exemptions** for tailor-made products with digital elements
 - Deviation from the **secure default configuration**
 - Deviation from the obligation to provide **free security updates**
- Requires an individual contractual agreement





Does the CRA apply to spare parts for products with digital elements?

- The CRA does *not* apply to spare parts that are **intended to replace identical components** in products with digital elements and that are manufactured according to the **same specifications as the parts they replace**
- A **practical approach** is needed. For example, in cases of **obsolescence**, a spare part may still be considered identical if it is replaced by a component with the same specifications, provided the replacement does not affect the product's cybersecurity
- **Exception – substantial modification:** If the change affects the product's conformity with the **essential cybersecurity requirements** or **alters its original intended purpose**, the spare part falls under the CRA

How can we ensure CRA compliance when our products contain third-party components?

- The key is **contractual control across the supply chain**
- Typical clauses include:
 - Assurances of cybersecurity compliance (Annex I CRA / essential requirements)
 - Obligations to **support risk management** (documentation, testing, metrics)
 - Binding processes for **security updates and notifications** of vulnerabilities
 - Mandatory **SBOM** (complete software bill of materials)
 - Obligations to **cooperate** with authorities in case of inquiries

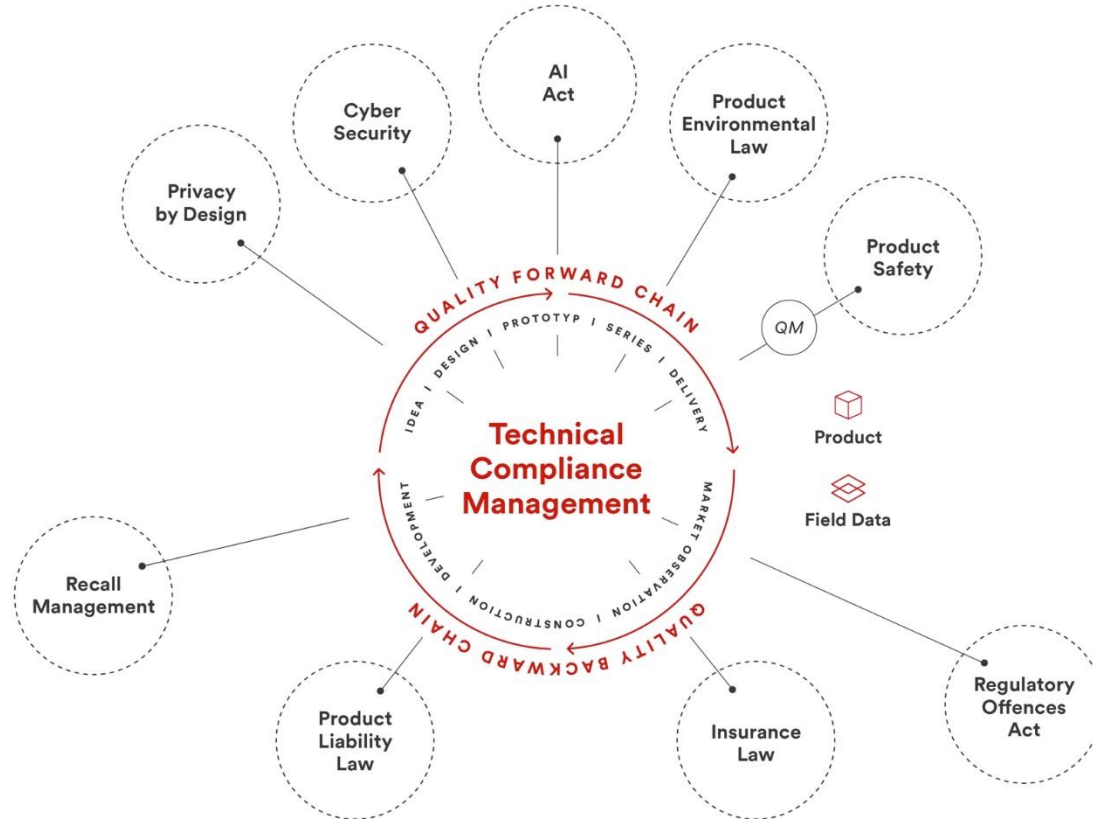




Q&A

What we do

Specialized services, solutions and consulting.



What makes us different.

19

Internationally active. Based in Germany.

**Thanks to our worldwide
partner network covering all
relevant industrial nations,
we're able to offer
professional consulting
in many countries.**



Get in touch with us!



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