

Supplier Code of Conduct



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Tank & Rast Group

Supplier Code of Conduct

This Supplier Code of Conduct summarizes the values and self-image of Autobahn Tank & Rast Gruppe GmbH & Co. KG and within the meaning of Sections 15 ff. AktG affiliated companies ("**Tank & Rast Group**") - respect, appreciation, openness, and trust have formed the basis of the successful cooperation with their suppliers for many years.

As part of long-term partnerships, the Tank & Rast Group, together with its suppliers, would like to contribute to the responsible treatment of human rights and the environment as part of its social responsibility.

This Supplier Code of Conduct forms the basis for the partnership and is intended to further sharpen our shared awareness and help us to make the right decisions and comply with applicable laws and internal guidelines.

We look forward to deepening our partnership on this basis.

Peter M. Loew
CEO

Lutz Scharpe
CFO

Peter Krosta
COO

Introduction

The Tank & Rast Group is committed to its social responsibility in the context of its business activities - regardless of the company's location - and to ethical, socially responsible, ecological and economical corporate management.

This commitment also extends to the composition of our supply chain. Therefore, in addition to legal, economic, technical and procedural criteria, we also take social and environmental aspects such as human rights, working conditions, corruption prevention and climate and environmental protection into account in our procurement activities. For this reason, we have firmly integrated responsible conduct into our procurement processes and developed this Supplier Code of Conduct, which clearly formulates our expectations of our direct suppliers as contractual partners (hereinafter "**Suppliers**").

Applicable laws on supply chain due diligence obligations such as the German Supply Chain Due Diligence Act ("**LkSG**") serve to increase the social responsibility of companies towards the protection of fundamental human rights and to encourage them to include environmental concerns in their procurement activities, provided to protect human health. This is another reason why the Tank & Rast Group believes it is necessary to take a holistic view of its supply chains and make ongoing efforts to constantly optimize them with regard to the aforementioned aspects.

We have corresponding expectations of our suppliers in terms of trusting and sustainable cooperation. The Tank & Rast Group strives for long-term and resilient relationships with its suppliers that are characterized by mutual understanding and support. Against this background, the following regulations should govern the cooperation between the companies of the Tank & Rast Group and their suppliers in a binding manner.

The Supplier Code of Conduct applies as long as the supplier has a business relationship with one or more companies of the Tank & Rast Group.

The Tank & Rast Group reserves the right to change the terms and conditions of the contract if there is an objective reason (such as changed legal requirements or a significantly changed or significantly expanded risk situation) to unilaterally and bindingly adapt the Supplier Code of Conduct during the collaboration. The Tank & Rast Group will inform the supplier of this in a timely and appropriate manner.

The requirements of this Supplier Code of Conduct are aligned with applicable laws, in particular on supply chain due diligence obligations, and take appropriate account of international conventions and frameworks such as the United Nations Universal Declaration of Human Rights, the core labor standards of the International Labor Organization (ILO), the UN Guiding Principles on Business and Human Rights, the Organization for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises and the UN Global Compact.

A) Principles

- This agreement is the basis for cooperation between a supplier and the Tank & Rast Group. The Tank & Rast Group expects its suppliers and their employees to behave in accordance with the applicable laws and this Supplier Code of Conduct. Suppliers shall take appropriate measures to ensure that their employees are made aware of the content regulated herein and the resulting obligations.
- The supplier undertakes to adequately fulfil its social responsibility in all its business activities.
- In cases where local/national regulations and/or laws are stricter than this Supplier Code of Conduct, we expect the supplier to fully comply with these laws and regulations.
- Contracts must be honoured, and business partners must be treated fairly.
- These principles apply both to the supplier's activities and to its own supply chains. Suppliers will address the requirements of this Supplier Code of Conduct appropriately through suitable contractual agreements with their own suppliers.
- The supplier is obliged to report any violation of the Supplier Code of Conduct to us - without prejudice to its further notification obligations under the following sections of the Supplier Code of Conduct. The notification is made while safeguarding the legitimate interests of the supplier (or, if applicable of its supplier), the rights of employees, data protection and the protection of business secrets.

Violations of this Supplier Code of Conduct and the obligations regulated therein can be reported via the Tank & Rast Group's whistleblower system: <https://sicher-melden.de/tankundrast>

B) Corporate due diligence obligations and human rights and environmental obligations

The protection of human rights and the environment is a high priority for the Tank & Rast Group. The supplier respects and supports compliance with internationally recognized human rights in accordance with the United Nations Universal Declaration of Human Rights in its dealings with stakeholders (e.g. communities, employees, suppliers, customers).

1. No child labor

Any form of child labor or other exploitation of children and young people is rejected and condemned by the Tank & Rast Group. The supplier shall ensure that no children under the age of 15 or of compulsory school age are employed in its company or by its own suppliers (ILO Convention No. 138). In particular, young workers under the age of 18 may not be assigned to work that is harmful to their health, safety or morals (ILO Convention No. 182). Other forms of the worst forms of child labor are also not permitted. The supplier shall take appropriate and suitable measures to ensure that these requirements are met (e.g. through age checks).

The supplier complies with applicable child protection regulations (in particular against exploitation and abuse) and monitors this in an appropriate manner.

2. No forced labor or slavery

The Tank & Rast Group does not tolerate any form of forced labor (ILO Convention No. 29), slavery, slavery-like practices, servitude, human trafficking or any other form of domination or oppression in the workplace (International Covenant on Civil and Political Rights of December 19, 1966 and ILO Convention No. 182). We expect our suppliers not to use or benefit from any form of forced labor, slavery, slavery-like practices, servitude, human trafficking or any other form of domination or oppression in the workplace. In particular, employees may not be forced into employment either directly or indirectly through violence or intimidation.

The supplier will not demand any fees or other payments from employees for taking up or maintaining their employment. This also applies to personal documents such as passports or ID cards.

The supplier's employees must be able to terminate the employment relationship by giving reasonable notice in accordance with the applicable statutory provisions.

3. Health and safety in the workplace (occupational health and safety)

A safe and healthy working environment is very important to the Tank & Rast Group.

The supplier shall comply with the applicable statutory regulations on occupational safety and health and fire protection at the place of employment, in order to prevent the risk of accidents at work or other work-related health hazards as far as possible. Industry standards are considered appropriately.

Appropriate measures by the supplier may include:

- Analysis, evaluation and corresponding minimization of potential hazards,
- Implementation of appropriate safety standards for the workplace, the workstation and the work equipment as well as regular maintenance and servicing,
- Implementation of suitable measures to protect against the effects of chemical, physical or biological substances,
- Implementation of measures to prevent excessive physical and mental fatigue (work organization) and
- Appropriate training and instruction of employees on risks and protective measures in the area of occupational health and safety.

In the context of work organization, it must be taken into account that,

- the regular weekly working time does not exceed 48 hours, unless there are stricter laws or industry standards,
- overtime is only worked voluntarily and does not exceed 12 hours per week, and
- appropriate rest periods are observed. The guideline is (at least) one day off within 7 days.

4. Protection of freedom of association

The suppliers of the Tank & Rast Group guarantee freedom of association, including the free activity of employees in this context, in accordance with the law at the place of employment. This includes the right to form, join and participate in trade unions as well as the right to strike and the right to collective bargaining (ILO Convention No. 87 and 98 as well as the International Covenant on Civil and Political Rights of December 19, 1966 and the International Covenant on Economic, Social and Cultural Rights of December 19, 1966).

The supplier will not unfairly discriminate against or take retaliatory measures against its employees because of the formation, joining or membership of a trade union.

The supplier makes reasonable efforts to maintain an open and constructive relationship with employees and trade unions.

5. No discrimination

The supplier does not treat employees unequally on the basis of national and ethnic origin, social origin, nationality, caste, skin color, health status, disability, sexual orientation, age, gender, marital status, political opinion, religion, belief or trade union membership, unless this is justified by the requirements of employment (ILO Convention No. 111 as well as the International Covenant on Civil and Political Rights of December 19, 1966 and the International Covenant on Economic, Social and Cultural Rights of December 19, 1966). Unequal treatment includes, in particular the payment of unequal remuneration for work of equal value.

6. Adequate living wage

The supplier shall pay its employees an appropriate wage (International Covenant of December 19, 1966 on Economic, Social and Cultural Rights) that is at least equal to the minimum wage provisions of the applicable law. If the respective statutory minimum wage does not cover the cost of living or if it is not possible to earn additional disposable income, the supplier is required to provide its employees with appropriate remuneration to meet these needs.

7. No harmful effects on the environment

Environmental protection is an important asset for the Tank & Rast Group.

The supplier does not cause harmful soil changes, water and air pollution, noise emissions or excessive water consumption that could damage a person's health, significantly impair the natural basis for food production or prevent a person's access to safe drinking water or sanitary facilities (International Covenant on Civil and Political Rights of December 19, 1966 and International Covenant on Economic, Social and Cultural Rights of December 19, 1966).

8. No unlawful eviction and deprivation of land

The supplier does not violate the legitimate rights of third parties - in particular of indigenous peoples - for example through unlawful eviction, deprivation of land, forests and waters in the acquisition, development or other use of land, forests and waters whose use secures the livelihood of a person (International Covenant on Economic, Social and Cultural Rights of December 19, 1966).

9. No uncontrolled deployment of security forces

The supplier shall only deploy private or public security personnel after appropriate training and effective monitoring so that it can be ruled out that they will

- torture employees or third parties or treat them in a cruel, inhuman or degrading manner,
- injure life or limb or
- impair the freedom of association and union (International Covenant on Civil and Political Rights of December 19, 1966 and International Covenant on Economic, Social and Cultural Rights of December 19, 1966).

10. Responsible handling of hazardous substances and waste

When suppliers encounter hazardous and/or harmful substances and waste, they handle them with care. This includes, as far as possible and appropriate, the minimization of such hazardous substances. It is adequately ensured that these hazardous substances are transported, stored and disposed of safely. This applies in particular to the handling of mercury, persistent organic pollutants and hazardous waste (see the Minamata Convention of October 10, 2013, the Stockholm Convention of May 23, 2001 as amended by Regulation (EU) 2019/1021 and the Basel Convention of March 22, 1989, as amended).

11. Governance und Compliance

i. Compliance with applicable laws, regulations and guidelines

The supplier undertakes to comply with all applicable laws, regulations and guidelines regarding business integrity.

ii. Avoidance of conflicts of interest

The supplier and its employees avoid any conflicts of interest and make decisions on an objective basis. The private interests and other activities of employees, their relatives and other related parties should not play a role. Suppliers of the Tank & Rast Group disclose any conflicts of interest in good time.

iii. Avoidance of impermissible gifts and benefits

The Tank & Rast Group attaches great importance to conducting business with integrity. There is a zero-tolerance policy on corruption and bribery of public officials and in business dealings.

The supplier does not offer or hold out the prospect of offering any unauthorized gifts or other benefits as a personal advantage to public officials or employees of the Tank & Rast Group. This applies in particular in close temporal connection with business decisions (such as the placing of orders or the conclusion or extension of contracts) or official decisions.

Bribes, kickbacks, inadmissible donations or other inadmissible payments are prohibited.

Gifts or hospitality may not be used to unfairly influence a business relationship and may not violate applicable laws or ethical standards.

iv. Fair Competition

The Tank & Rast Group is convinced that free and fair competition is worth protecting. Suppliers therefore comply with the applicable antitrust laws and laws for the protection of fair competition. This means in particular:

- no unlawful agreements on prices, customers, territories, production volumes or other parameters relevant to competition;
- no unauthorized exchange of information;
- no abuse of market power.

v. Trade secrets and protection of intellectual property rights

As an innovative company, the Tank & Rast Group is aware of the importance of intellectual property in the field of technology and design.

The supplier shall safeguard and protect business secrets and intellectual property rights of the Tank & Rast Group by taking appropriate measures. The supplier shall use trade secrets and intellectual property rights of the Tank & Rast Group only within the scope of the respective contractual provisions. Business secrets and intellectual property rights may only be disclosed to third parties with the prior consent of the Tank & Rast Group.

vi. Data protection and information security

The supplier complies with all applicable laws and regulations on data protection and data security and handles personal data responsibly and transparently. This includes the data of employees, customers, suppliers and business partners. To this end, the supplier shall take appropriate measures in accordance with the current state of the art.

vii. Money laundering prevention

The supplier shall take appropriate measures and organizational steps to comply with applicable regulations for the prevention of money laundering and terrorist financing. Any risks will be identified and minimized.

viii. Sanctions and embargos

Supplier agrees to comply with applicable legal licensing requirements and restrictions on exports and commercial transactions, including prohibitions on exports to a sanctioned country, prohibitions on imports from a sanctioned country, or prohibitions on transactions involving goods originating in a sanctioned country, travel to or from a sanctioned country, investments in a sanctioned country, or financial transactions and dealings involving a sanctioned country or certain persons, companies and/or entities affected by sanctions.

12. Complaints procedure

The Tank & Rast Group encourages its employees, suppliers and indirect suppliers as well as their respective employees and those who are otherwise directly affected by economic activities along the supply chain, to report violations of applicable laws or this Supplier Code of Conduct.

The suppliers of the Tank & Rast Group maintain a culture of open discussion with their employees and inform them via the Tank & Rast Group's reporting channels. Neither the Tank & Rast Group nor its suppliers will take reprisals for any information provided as long as it is given in good faith.

The Tank & Rast Group offers the following reporting channels and also accepts anonymous reports:

- T&R whistleblower system <https://sicher-melden.de/tankundrast>;
- By letter: Autobahn Tank & Rast Gruppe GmbH & Co.KG, Dept. Compliance (confidential), Andreas-Hermes-Str. 7-9, 53175 Bonn;
- By E-Mail: compliance@tank.rast.de;

In addition, the supplier shall set up its own equivalent complaints mechanism. It should, as far as legally possible, treat reports received confidentially, investigate them and, if necessary, take necessary measures.

The supplier shall inform the Tank & Rast Group - to the extent permitted by law - of any violations of this Supplier Code of Conduct, legal proceedings, official investigations or criminal proceedings, insofar as these may have an impact on the business activities of the Tank & Rast Group.

13. Risk management processes

Suppliers support the Tank & Rast Group in the implementation of legally prescribed due diligence processes, such as those under the German LkSG, through appropriate, active and truthful participation and cooperation.

The supplier shall implement appropriate processes and procedures to ensure the accountability of the supplier's management for compliance with applicable laws and regulations, including this Supplier Code of Conduct and, in particular, including the human rights and environmental expectations set forth herein. This can be achieved through an appropriate risk management, either compliance management system.

The supplier shall anchor this Supplier Code of Conduct in relevant processes through appropriate organizational measures. This includes the creation of clear responsibilities and regular, risk-based control measures.

The supplier shall inform the Tank & Rast Group of any significant change in the risk situation, and in particular any significant expansion of the risk situation (e.g. through new subcontractors or suppliers or new own production facilities in high-risk countries or areas).

14. Contractual transfer of the requirements from the Supplier Code of Conduct

The supplier shall address the requirements of this Supplier Code of Conduct appropriately through suitable contractual agreements with its own suppliers.

The supplier shall make reasonable and necessary efforts to verify compliance with the Supplier Code of Conduct by its business partners and suppliers.

15. Information and regular training for employees

The Tank & Rast Group will support the implementation of training and further education of direct suppliers and their employees on human rights and environmental expectations and this Supplier Code of Conduct by taking appropriate measures. (e.g. through in-house training or through third parties or industry initiatives). The direct supplier undertakes appropriate measures to ensure that employees participate in these training courses.

16. Documentation and information obligations

The supplier documents the measures taken to fulfil the Supplier Code of Conduct and keeps these records for at least seven years from the date of creation. Upon request, the supplier shall submit these records and provide the Tank & Rast Group with further information on compliance with the law and the Supplier Code of Conduct.

17. Cooperation on preventive and remedial measures (esp. for human rights and/or environmental violations)

The supplier shall cooperate with the Tank & Rast Group in investigating and remedying/preventing (imminent) violations of this Supplier Code of Conduct or applicable legal regulations. This applies in particular to (imminent) violations of human rights and environmental obligations.

The supplier shall immediately take measures to remedy (imminent) violations or to avoid. The Tank & Rast Group is entitled to set the supplier a reasonable grace period in order to bring its conduct into line with these regulations. The grace period shall be at least four weeks, unless a shorter period is required to protect the life, limb or health of a person or to prevent other serious violations of high-ranking legal interests.

If a remedy is not possible in the foreseeable future, the supplier must notify Tank & Rast immediately and, together with the Tank & Rast Group, draw up a concept including a timetable for ending or minimizing the infringement. The Tank & Rast Group will support the supplier in the implementation in an appropriate manner to the extent permitted by law.

In the event of a serious violation of human rights or environmental law, the Tank & Rast Group reserves the right to suspend business relations with the supplier until the violation has ended.

In the event of a temporary interruption of the business relationship, the contracting parties are not obliged to fulfil their obligations arising from the contract in question. The Tank & Rast Group must inform the supplier in writing of the interruption of the business relationship.

18. Audit and information rights (audits)

The Tank & Rast Group is entitled to review the supplier's compliance with the law and this Supplier Code of Conduct on a regular annual basis and/or for justified reasons (e.g. if there are sufficient factual indications of violations of the Supplier Code of Conduct). As a rule, such an inspection is carried out at the supplier's premises after prior notification and within normal business hours. The Tank & Rast Group may carry out the inspection itself or have it carried out by third parties in writing or on site in accordance with the applicable statutory provisions. A review can also be carried out several times for the same facts. In the event of serious violations, these audits may also be unannounced. The legitimate confidentiality interests of the supplier must be taken into account in every inspection. Business processes should not be impaired as far as possible.

19. Legal consequences (termination rights and claims for damages)

In the event of a breach by the supplier of the principles set out in this Supplier Code of Conduct, the Tank & Rast Group reserves the right to request the supplier in writing (or in another form specified in an appropriate contract) to take remedial action within a reasonable period of time set by the Tank & Rast Group.

If the breach is not remedied within this period or other remedial action is not taken and this is proven to the Tank & Rast Group, the Tank & Rast Group may terminate the relevant contract with immediate effect.

Notwithstanding the foregoing, the Tank & Rast Group shall be entitled to terminate any contract with the supplier with immediate effect and to break off the entire business relationship with the supplier if

- a) it considers the violation of a protected legal position or an environmental obligation to be very serious,
- b) the implementation of the measures developed in the concept in accordance with item 17 does not remedy the situation after the time specified in the concept has expired,
- c) no other softer measures are available and
- d) an increase in influence does not appear promising.

Any other contractual or statutory rights of termination remain unaffected.

Following such termination, the supplier shall not be entitled to any remuneration for services not yet rendered. In all other respects, claims for damages or other claims by the supplier arising from or in connection with such termination are excluded.

The right of the Tank & Rast Group to assert claims for damages remains unaffected.
