

## **Supplier Code of Conduct**

### **Scope of Application**

ROS has developed a Supplier Code of Conduct for its suppliers and service providers, which defines the minimum requirements regarding sustainability and compliance. This Code covers the following areas:

- Human Rights and Working Conditions
- Environmental Protection and Sustainability
- Responsible Sourcing of Raw Materials
- Business Integrity

The Supplier Code of Conduct constitutes an essential contractual element between ROS and its suppliers. ROS maintains long-term relationships only with business partners whose fundamental values and behavioral standards do not conflict with this Code—and who provide written confirmation of their commitment to these principles.

### **1. Fundamental Conduct Requirements**

The supplier must ensure that all requirements set forth in this Code of Conduct are fulfilled not only within their direct sphere of influence but also extended to their own subcontractors.

The supplier should maintain an internal Code of Conduct that serves as a guideline for the behavior of all employees in accordance with the principles of this Code.

The supplier shall implement a management system to monitor and continuously improve all elements of this Code of Conduct. ROS recommends appointing a dedicated Sustainability Officer who reports directly to the executive management of the respective business partner. This officer should develop and implement sustainability objectives and measures within the company and ensure adherence to the Code of Conduct.

At ROS's request, the supplier shall provide information regarding the implementation status of a compliance management system by means of a self-assessment (e.g., Self-Assessment Questionnaire, SAQ).

In the event of violations of this Code of Conduct, the supplier is expected to take proactive corrective measures.

The supplier shall establish an appropriate grievance mechanism that enables both employees and external parties to raise concerns or complaints regarding the supplier's conduct, without fear of retaliation.

The supplier must have comprehensive knowledge of all applicable national and international laws, regulations, and directives relevant to its business practices, and must comply with them. This includes, in particular, laws governing anti-corruption and anti-money laundering, competition and antitrust law, export control regulations, and tax law. In cases where this Code of Conduct conflicts with applicable laws, the legal requirements shall always take precedence.

## **2. Human Rights and Working Conditions**

### **Respect for Human Rights**

Respect for human rights is a core element of our corporate responsibility. ROS expressly adheres to the United Nations' International Bill of Human Rights. As with our own operations, our suppliers are equally expected to treat all individuals with dignity, respect, and fairness, and to foster a business environment free from any form of inhumane or degrading conduct.

### **Rejection of Forced and Child Labour**

Any form of forced or child labour, modern slavery, involuntary prison labour, human trafficking, or other forms of exploitation is strictly prohibited throughout the entire ROS value chain. We require our suppliers to refrain from and not tolerate any such practices within their own operations or supply chains. Materials must not be sourced from supply chains associated with forced or child labour. Appropriate measures must be taken to ensure that all subcontractors likewise adhere to these principles.

### **Non-Discrimination and Equal Treatment**

The supplier must treat all employees with dignity and respect and must reject any form of discrimination. In particular, discrimination on the basis of ethnic or social origin, nationality, skin colour, gender identity, mental or physical disability, age, religion or belief, union membership, or any other personal characteristic must not be tolerated.

### **Harassment and Bullying**

The supplier must prohibit and prevent all forms of physical, psychological, or sexual violence or harassment and must refrain from using humiliating or corporal punishment.

### **Fair Working Conditions and Remuneration**

The supplier acknowledges the right of every employee to fair compensation and complies with all legally mandated minimum wage and working time regulations applicable in the respective labour markets. These standards must also be observed by all subcontractors. The supplier shall provide its employees with information about their working conditions, including benefits, in a language and format they can easily understand—such as a written employment contract.

### **Health and Occupational Safety**

The supplier is responsible for providing a safe and health-conscious working environment and strives to continuously reduce the number of workplace accidents. All applicable legal requirements must be fully observed, and additional company health and safety policies must be implemented where necessary. The supplier must ensure that potential hazards to employees—such as from machinery, equipment, substances, or other chemical, biological, or physical agents—are prevented through proper design, maintenance, and safe working procedures. All chemicals and hazardous materials

used must be appropriately labelled in accordance with legal requirements. Their handling and storage must comply with current regulations.

Safety information must be made accessible to all affected employees to inform and protect them from potential risks. All employees must receive regular training on occupational health and safety, and the supplier must provide personal protective equipment as needed.

Fire protection measures must be reviewed regularly and approved by the relevant local authorities.

### **Freedom of Association**

The supplier respects the rights of employees to freely associate, assemble, and engage in collective bargaining, where permitted by law in the respective country. Employees must be able to communicate openly with management about working conditions and practices and share ideas or concerns without fear of discrimination, intimidation, or retaliation.

### **Freedom of Expression**

The supplier must ensure the right to freedom of opinion and expression for all employees.

### **Social Responsibility**

ROS places great value on the civic and social engagement of its employees in associations or organisations. Accordingly, ROS expects its suppliers to also support and enable their employees to participate in such activities.

## **3. Conduct Towards Business Partners and Third Parties**

Mutual trust among business partners, their employees, and ultimately society as a whole is one of the most important success factors for any long-term business relationship. Therefore, it is the shared responsibility of all business partners to uphold and strengthen this trust through fair and lawful conduct.

### **Fair Competition**

The supplier commits to upholding free and fair competition. All laws protecting competition—particularly antitrust and other competition-regulating legislation of the countries affected by business activities—must be strictly observed. Unlawful agreements on prices or other terms, sales territories, or customers, as well as the abuse of market power, are strictly prohibited.

### **Anti-Corruption**

The supplier shall tolerate no form of corruption. The supplier must ensure that neither its employees, subcontractors, nor representatives offer or grant any advantages to ROS employees or third parties associated with them in order to obtain a contract or gain preferential treatment in the business relationship.

In general, the offering or acceptance of benefits of any kind with the aim of influencing a person, a company, or public officials must be prevented.

Gifts and hospitality may be permissible if they fall within the bounds of customary business practice, are proportionate, and do not influence the recipient's decision-making. Any applicable legal and regional value limits must be respected.

**Prevention of Money Laundering and Terrorist Financing**

The supplier complies with all legal obligations to combat money laundering and terrorist financing. The supplier does not engage in, facilitate, or tolerate any such activities. All financial transactions must be transparent and traceable.

**Avoidance of Conflicts of Interest**

ROS expects its suppliers to make all decisions related to their business relationship with ROS based solely on objective criteria. Conflicts of interest—whether of a personal nature or due to other financial or organizational relationships—must be avoided from the outset. This also includes the actions of family members or other closely associated individuals or organizations.

**Intellectual Property Rights and Confidentiality**

The supplier shall respect the confidential information and intellectual property rights of ROS and its clients, and must protect such assets from misuse, mishandling, forgery, or theft in accordance with applicable laws and the contractual terms with ROS. Confidential information may only be shared with third parties in a manner authorized by ROS.

**Personal Data**

When handling business partner-specific data, the supplier must exercise the utmost care and comply with all applicable data protection laws.

**Data Security**

It is of the highest importance that the supplier meets ROS's and its customers' requirements and expectations regarding data and information security. All information classified as confidential or strictly confidential (e.g., specifications, design and development data, and other critical information) must be appropriately handled and protected.

TISAX (Trusted Information Security Assessment Exchange) and TPISR (Third Party Information Security Requirements) have established industry standards for information protection and evaluation criteria. The supplier is expected to adhere to these or comparable standards, both within their own operations and throughout their supply chain. The supplier commits to obtaining a TISAX certification within a reasonable timeframe.

To meet ROS's information security requirements, the supplier must secure all existing project-related data against unauthorized access, alteration, destruction, or other misuse, in accordance with the latest technical standards. Furthermore, data belonging to ROS and its clients must be strictly segregated from that of other customers.

If a significant breach of information security is identified, ROS Procurement must be notified immediately and in writing.

**Export Controls, Taxes, and Customs**

The supplier ensures compliance with all applicable import and export laws, as well as national and international regulations governing cross-border trade. The supplier guarantees adherence to all current sanctions lists.

The supplier also commits to complying with all relevant tax and customs laws and to cooperating with governmental authorities in an honest and respectful manner.

### **Financial Responsibility**

The supplier adheres to the principles of proper accounting and ensures that all financial records are truthful, accurate, and complete. Where required, the supplier shall provide information on its current financial status. The supplier also commits to full compliance with applicable tax and customs regulations and to transparent cooperation with government agencies.

## **4. Sustainability and Environmental Protection**

ROS expects its suppliers to actively reduce their environmental impact by protecting the environment, conserving natural resources, and continuously working to minimize the ecological footprint of their production processes, products, and services throughout their entire lifecycle. Suppliers are expected to systematically analyze environmental violations and complaints and address them sustainably through appropriate corrective actions.

### **Establishment of an Environmental Management System**

ROS expects its suppliers to establish and maintain an environmental management system in accordance with the international standard DIN ISO 14001 or an equivalent framework.

### **Sustainable Practices and Resource Efficiency**

The supplier is obligated to comply with all applicable environmental laws. The consumption of natural resources—such as water, raw materials, and energy—must be monitored and documented, with the goal of continuous reduction.

### **Emissions and Waste Management**

Likewise, the supplier shall monitor and reduce emissions into air, water, and soil as part of its operational processes.

Waste must be systematically categorized and quantified in order to enable continuous reduction.

Suppliers are encouraged to use reusable packaging wherever possible. If this is not feasible or practical, the packaging must at least be clearly labeled to ensure proper recycling and disposal.

### **Carbon Neutrality**

ROS expects its suppliers to set a realistic goal of becoming a carbon-neutral company within an achievable timeframe.

## **5. Procurement of Raw Materials**

### **Substance Restrictions**

ROS requires its suppliers to comply with all common European and international regulations aimed at limiting hazardous substances. These include, for example, the following EU regulations:

- REACH Regulation 1907/2006 EC
- RoHS Directive 2011/65/EC and 2015/863 EC
- POP Regulation 2019/1021 EC
- End-of-Life Vehicles Directive 2000/53 EC

as well as international standards such as:

- California Proposition 65

Currently applicable substance bans must be strictly observed by the supplier. Compliance must be documented, and appropriate declarations must be submitted to ROS.

### **Labelling / Safety Data Sheets**

The supplier is obligated to deliver only those products that are labelled in accordance with applicable legal requirements. Where necessary, a corresponding safety data sheet must be submitted to ROS Procurement in advance of delivery.

### **IMDS / BOMcheck**

The supplier must disclose the material content of all raw materials contained in products supplied to ROS.

ROS requires correct and complete IMDS entries for 100% of all products used in the automotive sector. For products used in the electrical and electronics industries, suppliers are encouraged to submit material declarations via the BOMcheck platform.

### **Ethical Sourcing of Raw Materials / Conflict Minerals**

The supplier is required to conduct appropriate due diligence in the procurement, extraction, and handling of tantalum, tin, tungsten, gold, cobalt, mica, or any other material or derivative designated as a "conflict mineral" by the U.S. State Department or other recognized national or international institutions, such as the OECD Due Diligence Guidelines.

The supplier must reliably determine the origin and sources of these minerals and be able to disclose the supply chain traceability back to the primary source in connection with any products supplied to ROS that contain conflict minerals. Upon request, the supplier must provide the necessary declarations via the Conflict Minerals Reporting Template (CMRT) and/or the Cobalt Reporting Template (CRT).

Suppliers are obligated to conduct reasonable due diligence on their supply chains to ensure that conflict minerals are sourced from mines and smelters outside of conflict-affected regions and/or from sources certified as conflict-free by an independent third party.

If a supplier does not currently meet these requirements, they are required to submit a clear plan detailing how and by when they will achieve compliance.

## **6. Compliance with the Code of Conduct, Audits**

ROS reserves the right to verify compliance with the requirements of this Code of Conduct using appropriate measures. Such verification may take the form of a self-assessment (e.g., Self-Assessment Questionnaire, SAQ) or an on-site audit. Any such review will be conducted with reasonable prior notice, during regular business hours, and in accordance with applicable laws, particularly with regard to data protection.

The supplier is obligated to assess and independently rectify any identified non-compliance with the Code of Conduct within the supply chain in a timely manner.

ROS reserves the right to charge the supplier for any additional costs incurred due to non-compliance with this Code of Conduct.

A breach of the requirements is considered a material impairment of the business relationship with the supplier. In such cases, ROS reserves the right—without prejudice to further rights—to request clarification, the initiation of corrective actions, and the provision of relevant information. A lack of cooperation, failure to implement appropriate improvement measures within a reasonable timeframe, or the severity of the violation may lead to the termination of the business relationship.

## 7. Agreement to the ROS Code of Conduct for Suppliers

As a ROS business partner, we support the ROS Code of Conduct and will ensure that our company complies with its expectations and requirements. We will also encourage our suppliers to do the same.

By signing this agreement, we acknowledge the ROS Code of Conduct and confirm that we comply with its principles and requirements by applying our own equivalent set of rules within our company.

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Place

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Date

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Name / Position

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Legally binding signature / Company stamp