



SAS

Supplier-Code of Conduct

I. Preface

SAS Autosystemtechnik GmbH & Co. KG and all of their subsidiaries (hereinafter collectively referred to as “SAS”) are committed to honesty and integrity with respect to their entire business conduct towards employees, customers, suppliers, competitors and other stakeholders. SAS recognizes that legal and cultural requirements vary in a global market. SAS expects all of its suppliers to act with the same fairness, honesty and responsibility in all aspects of their business. This Supplier Code of Conduct (hereinafter referred to as “Supplier Code”) highlights important standards that are consistent with SAS’ company values and to which each supplier of SAS must strictly adhere.

II. The Rules

1. Application

This Supplier Code applies to any and all suppliers, consultants, vendors, brokers, merchants, dealers, contractors, agents and other providers of other goods and services to SAS worldwide (hereinafter referred to as “Supplier”). While SAS intends to continue the Supplier Code indefinitely, SAS reserves the right to make reasonable modifications or amendments of this Code following current trends and modifications of legal requirements or other circumstances which affect the requirements of this Supplier Code. In such case, SAS expects the Supplier to accept these changes.

2. Compliance with the Supplier Code

The Supplier acknowledges and agrees to comply with the standards of the Supplier Code which is an integral component of the business relationship between the Supplier and SAS and mandatory for the Supplier.

SAS expects from its Supplier to pass on the principles laid out herein to its subsuppliers. Further, the Supplier will take these principles into account when selecting subsuppliers.

The Supplier is expected to work with its subsuppliers towards compliance with the standards of this Supplier Code in particular regarding the protection of human rights, working conditions, anti-corruption and environmental protection, to promote this and to monitor this compliance.

To clarify any issues relating to the Supplier Code, the Supplier will contact the Purchasing department of SAS.

3. Compliance with Laws, Rules and Legal Regulations

The Supplier will comply with any and all applicable laws, rules and legal regulations in the countries in which it operates and will maintain a system to monitor compliance with such laws, rules and legal regulations.

4. Respect for Human Rights

The Supplier will treat all individuals with respect and fairness and will observe basic human rights set forth, for example, in the Universal Declaration of Human Rights of the United Nations and the Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy of the UN International Labor Organization (ILO), including, but not limited to, the prohibition of forced or child labor, and the provision of reasonable wages, social benefits, working hours, freedom of association and other fair working conditions in compliance with applicable laws.

The Supplier complies with the rules stipulated in ILO Conventions 138 and 182 concerning the minimum age of employment for children and will not employ anybody under the age of 15 years. In countries that fall under the classification of developing countries according to the ILO Convention 138 and that are therefore exempt, the minimum age can be reduced to 14 years. In any case, the Supplier shall observe and comply with all applicable national regulations in this regard.

Further, the Supplier will not use any form of forced, bonded or involuntary labor. All labor must be voluntary.

The Supplier will maintain an environment with no retaliation, free of discrimination and harassment on the basis of gender, age, race, skin color,

ethnicity or national origin, citizenship, religion or religious beliefs, physical or mental disability, veteran status, sexual orientation or any other characteristics protected by applicable law.

5. Antitrust and Competition Law Compliance

The Supplier will strictly comply with all applicable antitrust laws, trade practice laws and any other laws, rules and regulations dealing for example with monopolies, unfair competition, restraints of trade and competition, and relationships with competitors and customers. The Supplier will not enter into agreements with competitors and other acts, which may unfairly impact competition, including but not limited to price fixing or market allocations.

6. Anti-Corruption

The Supplier will comply with applicable laws and regulations concerning anti-corruption, including those concerning foreign corrupt practices.

The Supplier will not engage in nor tolerate any form of corruption, bribery, theft, embezzlement, or extortion or the use of illegal payments, including without limitation, any payment or other benefit conferred on any individual, company or government official for the purpose of influencing the decision-making process whether or not in violation of applicable laws.

The Supplier will never offer, grant, demand or accept bribes, illegal payments, payoffs, kickbacks, incentives, gifts, entertainment, favors or other benefit of a value in exchange for business opportunities with or in any way related to the business operations of SAS.

7. Product Safety, Health, and Environment

The Supplier will be committed to manufacture and deliver safe products to SAS and provide a safe working environment that supports accident prevention and minimizes exposure to health risks to the Supplier's employees.

The Supplier will comply with applicable laws and regulations on environmental protection and will preserve resources and protect the environment as much as possible.

Suppliers which are engaged by SAS to fulfill their contractual obligation towards a third party shall comply with the environmental standards set out in the Supplier Code of Conduct of the respective third party if applicable.

SAS will provide the Supplier with the Codex of the respective third party if required.

8. Data Protection, Confidential Information and Intellectual Property

The Supplier will comply with all applicable laws concerning data protection.

It is the Supplier's responsibility to ensure that any confidential business information or trade secrets gained by virtue of the business activities with SAS (hereinafter referred to as "Confidential Information") is held in strict confidence and not improperly used or disclosed to third parties. Furthermore, the Supplier will protect and secure SAS' intellectual property as Confidential Information.

9. Export and Import Regulations

Suppliers will comply with all applicable import and export control laws, including without limitation sanctions, embargoes and other laws, regulations, government orders and policies controlling the transmission or shipment of goods and technology.

10. Breach of the Supplier Code

The provisions of this Supplier Code are essential for the business relationship between SAS and the Supplier.

Any violation of the principles and requirements stipulated in this Supplier Code will be regarded as material breach of contract by the Supplier.

If the Supplier does not comply with the Supplier Code or refuses to implement measures for improving his sustainability performance, after having been given a reasonable period of grace, SAS reserves the right to immediately terminate the

business relationship with the Supplier for cause.

In the event of a culpable violation of the provisions of this Supplier Code, which results in damage, SAS is entitled to demand compensation from the Supplier.

We hereby confirm that we share, respect and adhere to and apply the Supplier Code values as stated in the above Supplier Code.

Company Name: _____

Location: _____

Date and Signature: _____

Function of Signee: _____