

Code of Conduct for Business Partners of the Rail Cargo Group

The Rail Cargo Group¹ as one of the leading logistics and transport specialists in European rail freight transport attaches the highest importance to compliance with the highest ethical and moral standards as well as to the applicable rules and laws in its business activities.

The ethical standards and general principles according to which business activities of RCG are aligned, are cornerstones of the corporate culture and are laid down in the RCG Code of Conduct². In order to ensure the sustainable implementation of these standards, RCG expects from its business partners to comply with the principles postulated in this “Code of Conduct for Business Partners of RCG”.

Generally, it is expected from all Business Partners of RCG to comply with all applicable local and international laws and provisions.

It is explicitly referred to the fact that all employees of RCG are office holders according to the Criminal Law on Corruption and are therefore subject to particularly strict legal regulations.

1 | Measures against Corruption

The Business Partner takes all necessary actions to prevent corruption and implements all necessary organizational and personnel measures in order to secure compliance with all relevant criminal law provisions relating to the fight against corruption in the course of business by the Business Partner itself and by all persons and companies acting on its behalf.

2 | Granting and Accepting Benefits

All employees of the ÖBB Group, and therefore those of RCG, are office holders according to the provisions of the Austrian Criminal Code. When conducting business with RCG special legal provisions apply which have to be respected by Business Partners without exceptions. Offering, promising or granting of a benefit in favor of a RCG’s employee results in criminal sanctions. Referring to this RCG follows a zero tolerance policy and every violation and every attempt of a violation will be sanctioned without exceptions.

The granting and accepting of benefits in this context refers to tangible and non-tangible valuables of any kind to which no legal claim exists if the office holder received those due to his professional position. Such benefits include money gifts and material gifts as well as everything that can be useful to the person receiving the advantage and that makes the recipient better off. Even granting low-value benefit is prohibited if the recipient has requested the benefit or if the recipient should be unduly influenced with this benefit.

Also invitations to events are undue benefits if there is no justified professional interest in participating regarding the invitee.

Business Partners of RCG commit themselves to comply strictly with these (criminal) provisions.

3 | Behaviour in Competition

The Business Partner commits itself not to infringe any anti-trust provisions or other regulations that aim to protect unrestricted competition. In particular, through price fixing agreements, illegal price recommendations or through participation in agreements about offering or not-offering quotes as well as market or customer allocation agreements.

¹ Rail Cargo Group comprises Rail Cargo Austria AG and those companies in which Rail Cargo Austria AG holds at least fifty percent of the equity held stationary in the sole ownership of ÖBB Group companies, or more than fifty percent of the share rights in all other companies directly or indirectly.

² More information <https://www.railcargo.com/en/company/compliance>

4 | Trade Restrictions

The Business Partner commits itself to comply with all relevant trade-related provisions; this concerns in particular export and import of goods that require official permissions, including so called dual-use-goods. For potential damages occurring to RCG resulting from an infringement of trade restrictions the Business Partner warrants to hold RCG harmless and to indemnify any such damages. The Business Partner has to implement adequate measures to prevent infringements of international sanction regulations.

5 | Conflicts of Interest

The Business Partner commits itself in connection to the business relationship with RCG to avoid situations in which its interest could conflict with the interests of RCG. RCG expects from its Business Partners to inform RCG of potential or actual conflicts of interest.

6 | Occupational Health and Safety

The Business Partner takes care for a healthy and secure working environment. The Business Partner establishes measures concerning the organization and implementation of occupational health and safety and ensures continuous improvements in this field.

7 | Working and Employment Conditions

The Business Partner complies with all relevant laws and other applicable legal provisions and pays its employees appropriate wages.

8 | Ensuring Environmental Protection

RCG as a climate friendly rail freight company expects from its Business Partner a pronounced environmental awareness and a commitment to sustainable corporate behavior. The Business Partner is urged to identify all applicable regulations concerning the environment (e.g. laws, norms, decisions, etc.) and to steadily monitor compliance with these rules. Furthermore the Business Partner has to evaluate its processes and products permanently as regards negative environmental impacts and to implement measures if necessary. The Business Partner permanently works on the improvement of its environmental performance.

9 | Quality

The Business Partner considers quality and working on the continuous improvement of its products and services as one of its core competencies. RCG expects from its Business Partners continuous improvement of those products and services that are sourced by RCG.

10 | Subcontractors

RCG considers itself as integral part of an international value-added-chain and therefore expects from its Business Partner to promote compliance with the principles of this Code of Conduct for Business Partners also for its own Business Partner accordingly.

11 | Sanctions

In the case of violations against the requirements elaborated above for which the Business Partner is accountable (particularly breaches of the obligation to implement measures against corruption and against restriction of competition, violations of applicable laws and legal provisions concerning working and employment conditions as well as failing quality criteria which can be agreed in a separate quality agreement) RCG reserves the right to react accordingly. This includes the immediate termination of all business relations as well as claims for damages.