

The Air Liquide Group adheres to the highest standards in conducting business and is particularly committed to respecting human and labour rights and to protecting the environment. It is a signatory of the *UN Global Compact*, whose 10 founding principles cover human rights, international labour standards, the environment and corruption. It has also signed the worldwide *Responsible Care* Charter initiative run by the International Council of Chemical Associations, whose signatories give their commitment to improve the global chemical industry performance in terms of health, safety and environmental protection.

In accordance with these commitments and its principles of action, Air Liquide expects that each of its suppliers, their parent companies, subsidiaries and affiliated entities, employees, temporary or not, suppliers' own suppliers and subcontractors, as well as anyone who has a business relationship with an Air Liquide company, hereinafter referred to as "Suppliers", comply with the principles described in this "Supplier's Code of Conduct".

## COMPLIANCE WITH LAWS AND REGULATIONS

Air Liquide Suppliers agree to comply without exception to all applicable laws, regulations and international treaties concerning in particular:

- Human, social and labour rights;
- Respect for the environment;
- Business ethics practices including anti-corruption, competition law and international trade compliance;
- Assets protection, including information and data.

## HUMAN, SOCIAL AND LABOUR RIGHTS

In accordance with the Global Compact principles, the Universal Declaration of Human Rights, the International Labour Organization, and its own ethical principles, Air Liquide expects its Suppliers to:

- support and respect the protection of internationally proclaimed human rights;
- make sure that they are not complicit in human rights abuses;
- uphold the freedom of association and the effective recognition of the right to collective bargaining;
- contribute to the elimination of all forms of forced and compulsory labour including involuntary prison work;
- contribute to the effective abolition of child labour. The age of admission to employment or the minimum working age may not be lower than the compulsory schooling age under applicable laws (generally 15 years of age);
- contribute to the elimination of discrimination in respect of employment and occupation;
- guarantee that all of their employees are able to work in an environment where they are free from the risk of harassment in any form.

**Health and safety in the workplace:** Considering that all employees have the right to a safe and healthy work environment, free of the risk of violations to their personal integrity, Air Liquide Suppliers agree to enforce laws and regulations aimed at protecting the health and safety of their employees, and to ensure the safety of Air Liquide personnel at their facilities.

Suppliers agree to put in place and maintain an occupational health and safety policy or when appropriate a safety management system. Each Supplier also agrees to track the number of lost time accidents and implement any and all measures aimed at reducing this number.

## RESPECT FOR THE ENVIRONMENT

In the frame of the COP21 Agreement, Air Liquide strives to contribute to a more sustainable world, respectful of the environment while preserving natural resources.

That is why Air Liquide expects its Suppliers to contribute to the efforts and commitments of Air Liquide by complying with applicable environmental protection regulations and by identifying their societal and environmental risks.

Consequently, Air Liquide Suppliers agree to preserve natural resources and biodiversity, structuring their activities and their supply chain, so as to avoid or minimize negative environmental impacts (greenhouse gas

and pollutants emissions, wastes...) by endeavoring to continuously improve their products, processes and services with the goal of making them more environmentally friendly.

### **BUSINESS ETHICS PRACTICES**

**Avoiding conflicts of interest:** Employees of Air Liquide companies are expected to avoid any situation that involves a conflict between their personal interests and the interests of Air Liquide. Working simultaneously for a customer, supplier, or competitor could constitute a conflict of interest for an employee, as could directly or indirectly holding significant interests in such companies. Air Liquide expects its Suppliers to strictly respect these principles during their contact with Air Liquide employees.

**Preventing corruption:** Employees of Air Liquide companies are prohibited from directly or through an intermediary, allocating, offering or granting to a private individual or a employee or representative of a government entity or instrumentality in any country, unwarranted advantages in any form (including monies or other things of value) for the purpose of obtaining favorable treatment, an advantage in the conduct of business or influencing the outcome of a negotiation involving an Air Liquide company.

Furthermore, no employee of an Air Liquide Company may offer or accept any form of payment or remuneration to or from a Supplier. Only those gifts, invitations, or benefits given to or received from a Supplier whose sole aim is to strengthen their brand image and maintain good business relationships may be accepted. Their value must be nominal and consistent with customary business practices, and must not violate the laws or regulations of the country.

Suppliers of Air Liquide Companies agree to comply with these principles as well as cause their sub-contractors and suppliers to do so. They agree to implement a compliance programme aiming at detecting and preventing corruption, including internal rules prohibiting and sanctioning corruption practices, instituting an employee awareness-raising campaign and third parties assessment and appropriate control systems.

**International Trade Compliance:** Air Liquide expects its Suppliers to be compliant with applicable international trade regulations including export controls, embargoes and sanctions, and to disclose any restrictions that may be imposed on the export or re-export of their supplies of products or services. Air Liquide requires its Suppliers to identify any part of the delivery or service that is subject to export regulations at the time of the signature of a contract or the receipt of an order, to provide amendment to such information in the event of a change in export regulations or classifications, and to provide Air Liquide with all information concerning such applicable export regulations.

Suppliers agree to identify the source and trace the chain of custody, insofar as this is possible, of certain minerals such as tantalum, tin, tungsten, and gold used in the manufacture of products supplied to Air Liquide. These control measures will be made available to Air Liquide on request.

**Competition law Compliance :** Air Liquide requires all of its Suppliers to adhere strictly to the fair trade/competition laws applicable in the countries in which they operate. As a general rule, these laws forbid understandings or maneuvers that could limit or distort competition or trade.

In particular, price-fixing agreements, the manipulation of tender processes, collusion with respect to markets, territories or clients between competitors, as well as the boycotting or unequal treatment of certain clients or suppliers without valid cause. Moreover, the exchange or disclosure of sensitive business information concerning competitors, clients, or suppliers is forbidden.

### **ASSETS PROTECTION**

**Protecting Intellectual Property:** Air Liquide requires each of its Suppliers to respect all national laws and international treaties in force pertaining to intellectual property and to respect the intellectual property rights of Air Liquide and third parties.

**Use of the name or brands of Air Liquide:** Suppliers may not make their involvement with Air Liquide public or use the brand AIR LIQUIDE or other brands owned by Air Liquide, without the prior written consent of Air Liquide. If consent is given, Suppliers must comply with all related instructions and directions.

**Protecting Information and Data:** Air Liquide requires its Suppliers to respect the confidentiality of shared

non-public information/data, which includes, without limitation, respect of non-disclosure agreements in effect, and to properly protect and refrain from disclosing any strategic, financial, technical, or commercial data or documents communicated by Air Liquide and not in the public domain. In particular Air Liquide Suppliers commit to protect Air Liquide information with a level of security proportionate to the value of the information for Air Liquide. Likewise, any nominative, professional or private information pertaining to individuals must be protected by all necessary precautions to prevent alteration or disclosure and in respect of the local and international regulations. The obligation of confidentiality also applies to information provided in confidence by the partners and customers of Air Liquide. In case of an incident impacting Air Liquide, its partners, or its customers information in terms of confidentiality and/or integrity, the Supplier must inform Air Liquide promptly without delay. These obligations remain in effect even in the event that business relations between the Supplier and Air Liquide are terminated.

**Protecting assets and resources:** Air Liquide Suppliers are responsible for protecting the assets and resources provided to them by Air Liquide, such as installations and equipment. These assets and resources must be used in accordance with their business purpose and within the framework established by Air Liquide. They may not be used for other purposes without the prior consent of Air Liquide. It is up to each Supplier to protect the assets and resources of Air Liquide against any and all deterioration, fraud, loss, or theft.

### **COMPLIANCE WITH THE AIR LIQUIDE SUPPLIER'S CODE OF CONDUCT AND AUDIT**

For avoidance of doubt, it is required that Suppliers cause their own suppliers and subcontractors to comply with the principles and concepts of Air Liquide Supplier's Code of Conduct.

Air Liquide reserves the right to verify compliance with the rules set forth in this code of conduct with each Supplier in any form it chooses: a questionnaire or an audit by Air Liquide or a third party. Air Liquide expects its Suppliers to provide complete and accurate information, including access to their documentation, notably relevant financial documentation.

In case of non-compliance by a Supplier with any of the terms of this Code of Conduct, and in particular as concerns obligations concerning anti-corruption, Air Liquide reserves the right to terminate at its sole discretion any business relationship with the Supplier.