

## 液化空气供应商行为准则

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.

液化空气集团在经营中坚持执行最严格的标准，并且特别注重对人权和劳动权益的尊重以及对环境的保护。我集团加入了“联合国全球契约”，其 10 项基本原则涵盖人权、国际劳工标准、环境和反腐败等方面。我集团还签署了由化学协会国际理事会发起的全球“责任关怀”章程倡议。签署该项倡议后，液化空气集团承诺致力于改善全球化学工业在维护健康、安全以及环保方面的绩效。

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 and interns thereof, 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”.

为了与集团所做的承诺及其行为原则保持一致，液化空气集团希望每家供应商及其母公司、子公司和关联公司、其长期或临时员工、其自身所使用的供应商和分包商、以及任何与液化空气集团旗下企业有业务关系的单位或个人（以下统称“供应商”），能够遵守本《供应商行为准则》中所述的原则。

## COMPLIANCE WITH LAWS AND REGULATIONS

### 遵守法律法规

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.

液化空气集团的供应商同意，无条件遵守所有适用的法律、法规和国际条约，特别是当涉及以下方面时：

- 人权、社会和劳动权益；
- 环境保护；
- 商业道德实践，包括反腐败、竞争法以及国际贸易合规；
- 资产保护，包括对信息和数据的保护。

## HUMAN, SOCIAL AND LABOUR RIGHTS

### 人权、社会和劳动权益

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.

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液化空气集团依照全球契约原则、世界人权宣言、国际劳工组织的各项公约和建议书以及本集团的道德准则，希望其供应商能够做到：

- 支持并尊重对国际上宣告的人权保护；
- 保证不参与侵犯人权的行为；
- 维护结社自由，确保集体谈判权得到切实有效的承认；
- 致力于消除一切形式的强迫和强制劳动，其中包括非自愿的监狱劳动；
- 致力于切实有效地废除童工。允许建立雇佣关系的年龄或劳动用工的最低年龄不得低于适用法律所规定的完成义务教育的年龄（一般为 15 周岁）；
- 致力于消除在就业和职业发展中的歧视；
- 保证所有员工都能够不存在任何形式性骚扰风险的环境中工作。

**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.

**工作场所的健康与安全：**鉴于所有员工都有权在安全健康的环境中工作，且其人格尊严不受侵犯，因此，液化空气集团的供应商同意，执行旨在保护员工健康和安全的法律法规，并确保液化空气集团的人员在其设施内的人身安全。

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.

供应商同意，制定并维护职业健康和安全管理政策，或建立适当的安全管理体系。各供应商还同意，对损时事故的数量进行记录，并采取一切措施，以减少该类事故的数量。

## RESPECT FOR THE ENVIRONMENT

### 环境保护

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.

为贯彻巴黎协定（COP21 协定），液化空气集团尊重环境、保护自然资源，并力争为建设更具可持续性的世界做出贡献。

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.

因此，液化空气集团希望其供应商能够遵守所适用的环境保护法规，并甄别出其对社会和环境构成的风险，以便与液化空气集团携手努力，共同实现承诺。

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.

为此，液化空气集团的供应商同意，对自身活动和供应链进行合理安排，以保护自然资源和生物多样性，并通过不懈改进其产品、流程和服务，不断向环保目标迈进，从而避免或减少对环境的负面影响（温室气体和污染物排放、废物处置等）。

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BUSINESS ETHICS PRACTICES商业道德实践

**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.

**避免利益冲突：**液化空气集团希望，其旗下公司的员工应避免与液化空气集团利益发生任何形式的利益冲突。对员工而言，若其同时效力于客户、供应商或竞争对手，或在这些企业直接或间接地持有数目可观的股份，这些情况均可能构成其个人利益与集团利益的冲突。液化空气集团希望，供应商在与集团员工接触时能够严格遵守上述原则。

**Preventing corruption:** Employees of Air Liquide companies are prohibited from allocating, offering, or granting unwarranted advantages in any form, directly or through an intermediary, to a private individual or a representative of public policy makers in any country, for the purpose of obtaining favorable treatment or influencing the outcome of a negotiation involving an Air Liquide company.

**防止腐败：**液化空气集团严禁旗下公司的员工在开展业务过程中以谋求便利和优待为目的，或是为了影响公司谈判的结果，而直接或通过中介机构，向任何国家的私人、政府机关或政府执行机构的雇员或代表分配、提供或授予任何形式的不正当利益（包括金钱或其他有价值物）。

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.

此外，液化空气集团旗下公司的任何员工不得向供应商提供或收取任何形式的报偿或酬劳。只有那些目的为加强品牌形象和保持良好业务关系的礼品、邀请或福利可由供应商提供或接收。其价值只能是少而象征性的，且应符合商业惯例，而且不得违反国家的法律或法规。

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

液化空气集团的供应商同意遵守这些原则，并敦促其自己的分包商和供应商同样遵守。供应商同意实施一套合规计划，以发现并防止腐败，包括制定关于杜绝和惩处腐败行为的内部规定、开展提高员工相关意识的宣传活动、组织第三方评估、并建立适当的监控体系

**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.

**遵守国际贸易法规：**液化空气集团希望供应商遵守适用的国际贸易法规，包括出口管制、禁运和制裁方面的相关规定，并披露其提供的产品或服务在出口或再出口时可能受到的任何限制。液化空气集团要求供应商在签署合同或收到订单时确认其交付过程中或服务中哪些部分可能受到出口条例的约束，在出口条例或分类发生变化时对相关信息进行修改，并向液化空气集团提供有关此类适用出口条例的全部信息。

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.

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供应商同意，当使用铝、锡、钨和金等矿物为液化空气集团制造产品时，应尽可能识别这些矿物的来源，并查明监管链。液化空气集团有权要求供应商向其提供关于这些监管措施的信息。

**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.

**遵守竞争法**：液化空气集团要求所有供应商恪守其经营所在国适用的公平贸易/竞争法。作为一般性规则，这些法律禁止一切可能限制或有损竞争或贸易的共识或操纵行为。

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.

特别是达成价格垄断协议、操纵招标程序、与竞争对手串通瓜分市场、区域或客户的行为，以及在无正当理由的情况下抵制或不平等对待某些客户或供应商。此外，禁止交流或披露有关竞争对手、客户或供应商的敏感商业信息。

## ASSETS PROTECTION

### 资产保护

**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.

**保护知识产权**：液化空气集团要求每家供应商遵守与知识产权有关的所有现行国家法律和国际条约，并尊重液化空气集团及第三方的知识产权。

**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.

**使用液化空气的名称或品牌**：未经液化空气集团事先书面同意，供应商不得公开将自身形象与液化空气集团联系在一起，也不得使用液化空气品牌或集团旗下的其他品牌。在获得液化空气集团上述同意的情况下，供应商必须遵守所有相关说明和指示。

**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.

**保护信息和数据**：液化空气集团要求供应商对双方共享的非公开信息/数据的保密，其中包括但不限于遵守有效的保密协议，妥善保护并防止泄露任何由液化空气集团提供的、尚未被公众所知的战略、财务、技术或商业数据或文件。应特别强调的是，液化空气集团的供应商承诺，将根据信息对液化空气集团的价值大小，为液化空气集团的信息设定相应的安全保护级别。同样，为履行相关的地方和国际法规，任何与个人有关的实名信息，职业信息或私人信息也必须采取一切必要的防范措施加以保护，以防止篡改或泄露信息的情况发生。保密义务也适用于液化空气集团的合作伙伴和客户提供的保密信息。当某个事件的发生可能影响到液化空气集团、其合作伙伴或其客

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户的信息机密性和/或完整性时，供应商必须立即将该情况通知到液化空气集团。即便是在供应商与液化空气集团之间的业务关系终止后，以上义务仍然有效。

**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.

**保护资产和资源：** 供应商应负责保护液化空气集团提供的设施和设备等资产和资源。其在使用这些资产和资源时必须以相关业务为目的，并在液化空气集团制定的框架内使用。未经液化空气公司事先同意，不得将这些资产和资源挪作他用。各供应商应保护液化空气集团的资产和资源不受破坏、滥用、遗失或盗窃。

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

#### 遵守《供应商行为准则》并接受审核

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

为免生疑义，供应商应敦促其自己的供应商和分包商遵守《液化空气集团供应商行为准则》的原则和理念。

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.

液化空气集团保留以任何形式检查供应商对本准则遵守和执行情况的权利：包括以调查问卷或审计的形式由液化空气集团或第三方对供应商进行检查。液化空气集团希望供应商提供准确完整的信息，并可以查阅其资料存档，特别是相关的财务文件。

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.

如果发现供应商未遵守本行为准则的任何条款，特别是关于反腐义务的相关条款，液化空气集团保留全权单方终止与供应商之间任何业务关系的权利。

Supplier Name 供应商: \_\_\_\_\_

Signature 签字: \_\_\_\_\_

Chop 盖章: \_\_\_\_\_

Data 日期: \_\_\_\_\_