



## Competition and Consumer Law Policy Air Liquide Pacific Subcluster

This policy applies to:

- employees, directors and officers of Air Liquide Australia Ltd, Air Liquide Australia Solutions Pty Ltd, Air Liquide Healthcare Pty Ltd, Healthy Workplace Solutions Pty Ltd, and Air Liquide New Zealand Limited (**Air Liquide**); and
- contractors working under our direct supervision at our Air Liquide offices and sites,

collectively referred to here as Air Liquide Personnel.

### Our commitment

This policy entrenches Air Liquide Group's commitment, as stated in the [Air Liquide Group Code of Conduct](#), to competing fairly and in compliance with applicable Competition and Consumer Laws everywhere we operate. In Australia, this means Air Liquide is committed to doing business in accordance with *Competition and Consumer Act 2010* and other fair trading laws in each state and territory. In New Zealand, this includes complying with the *Commerce Act 1986 (NZ)* and the *Fair Trading Act 1986*. Together we refer to these laws as **Competition and Consumer Laws**.

All Air Liquide Personnel are required to be familiar with Competition and Consumer Laws so far as these relate to their role and activities at Air Liquide and to be familiar with this Policy.

Air Liquide in Australia and New Zealand is committed to ensuring there is an appropriate compliance framework in place and that necessary guidance and training is provided to relevant Air Liquide Personnel so that you understand how this policy applies to your activities. In this Policy (refer overpage) we provide further guidance to Personnel on how they should behave in order to act consistently with Competition and Consumer Laws. We also expect Air Liquide Personnel to attend mandatory Air Liquide training with respect to Competition and Consumer Laws which is extended to them from time to time.

Further, to the extent of contract partners we don't control or operate (such as suppliers, agents, franchisees and distributors), we will exert our influence to encourage them to act in a manner consistent with the intent of this policy.

Handwritten signature of Tim Kehoe in black ink.

**Managing Director  
Air Liquide Pacific**

Handwritten signature of Tony Kelly in black ink.

**Vice President - APAC Home  
Healthcare &  
Managing Director - ALH Australia**

Handwritten signature of Natalie Wilford in black ink.

**General Manager  
Air Liquide New Zealand**

## **Dealings with competitors**

In relation to competitors, you should be aware that:

- at Air Liquide, we do not engage in anti-competitive dealings with our competitors, such as price fixing, bid-rigging, limiting production, or agreeing to reduce or limit production capacity, allocating markets, customers, suppliers or geographic territories, or collectively boycotting any customer or supplier;
- anti-competitive dealings are not limited to formal written agreements to collude, but can also include informal or unwritten agreements, understandings, even a pattern of cooperative behaviour or communication which falls short of an understanding but parties are no longer independently responding to market conditions;
- when entering into an agreement with a competitor, all relevant Air Liquide guidelines must be observed and Legal must be consulted and involved;
- we do not discuss or share commercially sensitive information with our competitors unless there is a legitimate and lawful reason, after consultation with Legal and subject to procedural safeguards (such as aggregating and anonymising such information);
- we do not share detailed current and future pricing, cost and volume or forecast volume information, future strategy or investment plans, as this type of information is considered particularly high risk;
- even once-off exchanges, or simply receiving high risk information from a competitor (whether in writing or in conversation) can give rise to a breach of Competition and Consumer Laws, and Legal should be informed if we receive, or are asked to share with a competitor, this type of information;
- suppliers, distributors, customers and even agents of Air Liquide can sometimes also be competitors so you should remain alert to this risk when negotiating “vertical” supply arrangements, such as the purchase or sale of goods or services.

## **Dealings with other parties**

In dealings with parties who are not competitors, agreements are usually permissible, but you should be aware there can sometimes be restrictions or clauses in those agreements which can contravene Competition and Consumer Laws, such as re-sale price restrictions, prohibited types of exclusive dealing or unfair contract terms. In fact, any contract, agreement or understanding with the purpose or effect of substantially lessening competition in a market is prohibited. There should always be a

To mitigate this risk, you should make sure you are using the most recently approved Air Liquide agreement templates and, if negotiating any changes to these agreements or negotiating an agreement which is not one of our approved templates, always be alert to unfair or restrictive provisions, follow our internal contracting processes and consult Legal where you or the other party have concerns that any provisions do not comply with Competition and Consumer Laws.

Even with parties who are not competitors, you should never discuss or share commercially sensitive information relating to Air Liquide’s business and operations unless there is a legitimate and lawful reason to do so.

Further, be aware that if Air Liquide has substantial market power in any market, it must not misuse that in a way which has the purpose or effect of lessening competition (for example, tying or bundling certain products, restricting competitor access to essential inputs or engaging in predatory pricing).

## **Consequences of breach**

Air Liquide does not authorise or condone any Personnel engaging in any conduct in breach of the Competition and Consumer Laws. It is your responsibility to guard against a breach and not to allow or ignore any breach. A contravention of the Competition and Consumer Laws cannot be justified by reason of ignorance, good intentions or a failure to seek advice.

A breach of the Competition and Consumer Laws may have serious consequences for both Air Liquide and you (if you are involved in the breach). Competition and Consumer Laws can impose severe financial and other penalties on companies and individuals and Air Liquide will not reimburse any penalty or legal costs imposed on an individual for their part in any breach.

Breaches of the Competition and Consumer Laws by Air Liquide Personnel will be viewed by Air Liquide seriously and may result in disciplinary action, up to and including termination of employment, or cessation of engagement by Air Liquide.

### **Reporting concerns**

We encourage and expect our employees and contractors to speak openly and raise concerns about possible breaches by Air Liquide or Air Liquide Personnel of this policy, via their manager, through the Legal Department or via [EthiCall](#), Air Liquide Group's whistleblower system. Further details about EthiCall can be found in our Whistleblowing Policy. As outlined in Air Liquide's Whistleblowing Policy, Air Liquide does not tolerate retaliation against personnel on the basis they raise concerns about unethical conduct or potential breaches of this policy or of the Code of Conduct. Our legal team manages investigations into all potential competition law issues, whether these are reported through EthiCall or by other means. We also encourage people to report anti-competitive behaviour of competitors, suppliers or customers, particularly where it has the potential to impact Air Liquide operations or Air Liquide Personnel.