

# Code of Conduct for Business Partners



# Purpose and Motivation



At Messer, we strive to always act with a high degree of integrity and reliability in everything we do. Since the founding of Messer, we have valued responsible behavior towards people and the environment, and compliance with the law, as cornerstones of the way we do business. Consequently, we expect that our Business Partners act responsibly and in compliance with all applicable laws, too.

This Business Partner Code of Conduct (“Code”) defines a standardized, globally binding guideline for all Business Partners, based on the ten principles of the United Nations Global Compact, which focus on internationally recognized human rights, labor standards, environmental protection, and anti-corruption standards.

In applying ~~this~~ <sup>these</sup> UN principles and sustainability requirements, we are aware of our responsibility for the economic, ecological, and social impact of our actions. At the same time, we also expect this awareness from our Business Partners, particularly where the environment, human rights, labor standards, health and safety at work, and corporate governance standards are concerned.

Messer takes into account sustainability factors, including environmental, social and governance criteria (ESG) for the selection of our Business Partners. Further, we expect our Business Partners to improve their sustainability performance throughout their business relationship with Messer in support of Messer’s own sustainability goals.

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# 1 Scope and Coverage

*The following sustainability requirements apply to all business relations between Messer and our Business Partners.*

*Moreover, our Business Partners must undertake efforts to encourage compliance with these requirements, not only by their own business partners, but also by others in their supply chain.*

# 2 Definitions

## 2.1 Business Partners

Business Partners are contractual partners of Messer such as natural and legal persons and partnerships with whom Messer intends to conclude, continue, or extend a business contract.

## 2.2 Messer

Messer means Messer SE & Co. KGaA and its subsidiaries.



# 3

## Environment

### 3.1 Environmental Protection

Business Partners must comply with all applicable laws, regulations, and international standards relating to the protection and preservation of the environment.

### 3.2 Commitment to Continuous Improvement of Environmental Protection

Each Business Partner shall undertake to avoid, or keep to a minimum, any negative impact on the environment, or the health of employees, in all its activities throughout the entire lifecycle of the products and services it provides. Business Partners shall make best efforts to minimize air emissions that pose a risk to the environment and health, including greenhouse gas emissions and illegal waste disposal. In order to improve environmental key-performance indicators for its products and services, Business Partners shall proactively manage the most important environmental indicators, including the reduction of energy consumption, waste generation, and greenhouse gas emissions along the entire supply chain.

### 3.3 Resource-Efficient Products and Processes

Business Partners shall consider the efficient use of energy, water, and raw materials as well as the use of renewable resources and the minimization of environmental and health impacts during development, raw material extraction, manufacturing, product life cycle, recycling stages, and other activities.

### 3.4 Registration, Evaluation, and Restriction of Substances and Materials

Business Partners shall avoid the use of substances and materials that have adverse effects on the environment or human health. To this end, Business Partners shall identify alternative, environmentally friendly solutions that are effective in the long term. Business Partners are required to register, declare, and, if applicable, obtain authorization for substances pursuant to legal requirements in the relevant markets.



### 3.5 Waste Prevention and Recycling

Business Partners shall consider the prevention of waste, the reuse of resources, and the recycling and environmentally friendly disposal of residual waste, chemicals, and wastewater in the development, production, product life cycle, and subsequent end-of-life recycling of products, as well as in other activities.

## 4 Social

### 4.1 Occupational Health and Safety

Business Partners shall comply with all applicable laws and regulations on occupational health and working safety. Business Partners shall implement or establish an occupational health and safety management system, which is reasonable and appropriate, with regard to the size of the Business Partners' business. They shall commit themselves to continuous improvement of occupational health and safety by, inter alia, establishing a process that enables the continuous reduction of work-related health hazards and improvement of occupational health and safety. All occupational health and safety measures shall be free of charge for employees.

### 4.2 Human Rights

Messer adheres to internationally recognized human rights and the general ethical principles against child labor and forced employment. At Messer, respect for internationally recognized human rights forms the basis of all our business relationships. We expect our Business Partners to respect fundamental human rights in their operations. Our Business Partners must undertake to respect the rights of employees and other stakeholders and to treat them according to the rules of the international community.

### 4.3 No forced Labor

Business Partners shall not tolerate any form of forced or compulsory labor, including forced prison labor, indentured labor, bonded labor, slave labor, or any form of human trafficking. Employment is voluntary and may be terminated at the employee's discretion with reasonable notice in accordance with applicable law and, if applicable, the employee's legally valid employment contract.

### 4.4 No Child Labor

Business Partners must comply with minimum-working-age requirements set by national laws and international agreements. Child labor is prohibited. The minimum age for admission to employment as defined by government regulations must be observed. Convention C138 of the International Labor Organization (ILO) shall apply in the absence of such government regulations. Under the terms of this Convention, no child under the age of 15 years may

be employed or work directly or indirectly, unless otherwise exempted according to the Convention. Business Partners shall ensure that young employees under the age of 18 years do not work overtime or night shifts and are protected from working conditions that are harmful to their health, safety, morals, or development.

### 4.5 Non-Discrimination and Fairness

Business Partners shall reject any form of discrimination and harassment. Business Partners shall not discriminate against any employee based on, for example, ethnic origin, skin color, gender, religion, sexual orientation, social background, age, physical or mental disability, marital status, pregnancy, trade union membership, or political affiliation. In general, employees shall be selected, employed, and supported based on their qualifications and capabilities. Business Partners shall provide a harassment-free work environment. They shall promote a social environment that fosters respect for the individual. Business Partners shall ensure that employees are not subjected to physically or psychologically inhumane treatment, corporal punishment, or threats.

### 4.6 Wages and Benefits

Business Partners shall provide wages and benefits as required by applicable national law, including minimum wage law, and in accordance with industry and local labor-market practices. In the absence of statutory provisions or collective bargaining agreements, wages and benefits shall be based on industry-specific, local customary wages and benefits that ensure an appropriate standard of living for employees and their families.

### 4.7 Working Hours

Business Partners shall comply with applicable law and industry-specific labor regulations concerning working hours, including overtime laws. In the absence of legal requirements or minimum standards, the ILO international standards for maximum working hours and days shall apply.



#### *4.8 Freedom of Association and Collective Bargaining*

Business Partners shall recognize the right of employees to freedom of association and collective bargaining, as far as permitted by law. In countries where this right is restricted by local law, alternative legitimate means of employee participation shall be supported.

#### *4.9 Due diligence on Conflict Materials (Substances)*

Business Partners shall make continuous efforts to improve transparency along the upstream supply chain.

##### **Raw materials**

Suppliers are required to exercise due diligence with respect to relevant raw materials. This includes implementing appropriate measures to identify, prevent, and mitigate risks, including those related to direct or indirect financing of armed conflicts and violations of human rights, such as child labor, forced labor, and slavery.

Suppliers shall disclose to Messer all information regarding smelters or refineries used by them and their sub-suppliers upon request. We expect Suppliers to avoid using raw materials from smelters or refineries that do not meet the requirements of the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

The due diligence requirements set forth in this section are in addition to all the other requirements set forth in this Code, including environmental protection, human rights, and employee labor rights, health and safety, legal compliance, and integrity, all of which are essential parts of the due diligence process.

# 5

## Governance

### 5.1 Competition and Antitrust Law

Business Partners must conduct their business in compliance with all applicable competition/antitrust laws and regulations. In particular, they shall not enter into any anti-competitive arrangement or agreement with any competitor, supplier, customer, or other third parties, and shall not abuse any actual or potentially dominant market position. Business Partners must ensure that there is no exchange of competitively sensitive information or any other conduct that improperly restricts or may restrict competition.

### 5.2 Confidentiality

Business Partners shall not misappropriate Messer's tangible or intellectual property. Business Partners shall, both during and subsequent to the term of any agreement with Messer, retain, in confidence and protect, any Confidential Information or data which is of a confidential or secret nature communicated to our Business Partner or acquired by our Business Partner. Furthermore, data must be managed in line with its classification. Business Partners must also ensure that sensitive data, in particular personal data, is properly collected, processed, stored, and





deleted. Confidential Information may not be published, disclosed to any third party, or otherwise made available without prior proper authorization. Business Partners shall process all personal data relating to employees, customers, and other individuals in accordance with applicable data protection legislation. Business Partners may disclose the Confidential Information ~~only to those of their employees, agents and consultants whose work for the sole purpose set forth above requires such disclosure and who are legally required to maintain such Confidential Information in confidence.~~

### *5.3 Commissioning Business Partners*

Business Partners and Messer shall each bear responsibility for their own actions and for selecting their own business partners. Therefore, we at Messer conduct risk-based, integrity-focused due diligence with regard to our Business Partners. Business Partners shall act with integrity and protect the reputation of Messer. They shall ensure that they only maintain business relations with appropriately checked business partners that act in compliance with rules and regulations. They shall also take appropriate actions to remediate identified violations and prevent them in the future.

### *5.4 Prohibition of Corruption*

Business Partners will not tolerate corrupt practices and shall reject and prevent all forms of corruption. Business Partners must ensure that their employees, subcontractors, and agents do not grant, offer, or accept bribes, kickbacks, facilitation payments, improper donations, or other improper payments or benefits to or from customers, government officials, or other third parties.

### *5.5 Avoiding Conflicts of Interest*

Business Partners shall avoid any conflict of interest or situation that gives the appearance of a potential conflict of interest in their dealings with Messer or third parties. Decisions shall be made solely on the basis of objective criteria and shall not be influenced by financial or personal interests or relationships.

### *5.6 Prohibition of Money Laundering and Terrorist Financing*

Business Partners have to ensure compliance with the applicable laws against money laundering. Business Partners shall not conduct business with any person who has been found to be involved in terrorist activities or who belongs to or is associated with terrorist groups or organizations.

### *5.7 Compliance with Sanctions and Embargoes*

Business Partners must strictly comply with all applicable national, multinational, and supranational foreign trade regulations and laws for the import and export of goods, services, and information, including the applicable sanctions lists. Business Partners shall not conduct business in embargoed countries or with embargoed persons or embargoed organizations unless such activity has been approved by the appropriate authorities.

# 6

## Organization and Processes

*Business Partners are expected to integrate the values embodied in this Code in their day-to-day business operations through appropriately structured organizations and processes. The Business Partners' management must identify and assess legal and other requirements and train employees to ensure compliance with these requirements.*

### 6.1 Policy statement

We at Messer recommend our Business Partners to create an internal policy statement (e.g., a code of conduct) which sets forth their commitments to social, ethical, and ecological standards. This statement shall be written in languages understood by their employees.

### 6.2 Documentation

Business Partners shall keep records of the relevant documents to prove compliance with the provisions of this Code for a period of at least five years, or more if required by applicable law. This includes keeping records of necessary permits and licenses.

### 6.3 Training

Business Partners shall develop training programs to improve the understanding of guidelines, the implementation of processes, and the communication of expectations regarding this Code. Business Partners shall continually qualify their employees and encourage them to act according to rules and regulations.

### 6.4 Responsibility

We at Messer recommend each Business Partner to appoint a sustainability officer or a similar officer who reports to management. This officer shall develop and implement sustainability targets and measures within the company and ensure compliance with a code of conduct.

### 6.5 Messer's right to verify compliance

Messer reserves the right to verify compliance with these requirements using appropriate means. This verification may take the form of questionnaires or involve the deployment of experts on-site.

An on-site audit shall only be carried out following prior notification to, and in the presence of representatives of, the Business Partner during regular working hours and in accordance with applicable laws, in particular with regard to data protection.

The verification/on-site audits described above may also take place prior to commissioning of the Business Partner and are then mandatory for the contract. Any identified non-compliance with the sustainability requirements in the supply chain of a Business Partner will be addressed by the Business Partner within a reasonable period of time; our Business Partner is responsible for remedying such non-compliance at no additional cost to Messer.

### 6.6 Reporting and Dealing with Misconduct

We at Messer expect our Business Partners to enable their employees as well as relevant stakeholders to speak up in the event of non-compliance with the requirements set out in this document.

Business Partners must promptly identify, address, and remedy any misconduct. This requires a willingness to point out possible serious regulatory violations based on evidence. Of course, we also value information of this nature from other Business Partners, customers, and other third parties.

Critical questions, concerns, and serious violations of the law are always listened to at Messer, in particular when such violations can significantly harm the reputation or the financial interests of Messer. Messer ensures that all reported concerns are investigated and resolved. To this end, all Business Partners have various options for reporting, which may include, for example, by email, telephone, letter, or online.

For more information, please visit:

<https://corporate.messergroup.com/web/guest/compliance-management-system> or the websites of the Messer subsidiaries.



Our Business Partner shall ensure that reporters can decide for themselves whether they wish to provide their names or remain anonymous when making a report. Messer will not tolerate and strictly prohibits retaliation against anyone who reports issues or concerns in good faith.

### *6.7 Improvements and Consequences of Violation*

We at Messer expect our Business Partners to steadily improve their ESG performance throughout their business relationship with Messer in support of Messer's own sustainability goals. To this end we engage in a dialogue with our Business Partners seeking improvement not only on price and quality but also sustainability factors.

Messer reserves the right to take reasonable and appropriate action if Business Partners seriously violate the requirements of this Code. In particular, Messer shall be entitled to terminate any contract with the violating Business Partner with immediate effect and without any liability whatsoever due to such termination. The final decision lies with us at Messer as to whether we are willing to forgo such consequences and instead take alternative action if

our Business Partner can credibly assure and prove to Messer that it has implemented immediate countermeasures to prevent comparable violations in the future.

### *6.8 Contractual Obligations*

In those cases where obligations have been agreed with the Business Partner under individual contracts, which diverge from the principles in this document, such divergent obligations prevail.

