

General Conditions of Purchase Chile

1/ Preamble

The following General Conditions of Purchase (GCP) define the terms and conditions applicable to the Purchase Orders (PO), between Air Liquide Chile S.A. (AIR LIQUIDE) and the party to whom the purchase order is addressed (the Supplier), for the provision of goods and/or services. Both are jointly referred to as "the Parties" or individually "the Party".

In case of conflict in the interpretation and/or in case of inconsistency with the particular conditions that may eventually be agreed upon, the latter shall prevail over those of this PO, except for the clauses corresponding to CSR, Data Protection and Integrity and Transparency, which in all cases shall prevail over any particular condition, unless expressly agreed otherwise in writing by both parties.

In the event that the Supplier includes its own general terms and conditions in its offer, the AIR LIQUIDE GCP shall prevail in case of inconsistency, contradiction and/or conflict with respect to those of the Supplier.

2/ Scope

The provision of products, materials, equipment, studies, works, and services ("Products/Service/s") are defined in the PO and the documents that may be attached to it, including possible drawings and/or specifications provided by AIR LIQUIDE. The Products/Services shall be delivered with the necessary documentation for their use, storage, and maintenance.

3/ Purchase Order (PO)

The acceptance of a PO must be understood as the acceptance of these GCP, as well as all the provisions contained in the PO.

In case of disagreement with the terms of the PO, the Supplier must inform AIR LIQUIDE of the same within (three) 3 business days after receiving the PO. All POs without acknowledgment of receipt within (three) 3 business days will be considered accepted by the Supplier.

Any modification to the terms of the PO will not be accepted unless AIR LIQUIDE declares acceptance in a "PO Revision" sent to the supplier by AIR LIQUIDE. Any other form of modification or attempt to modify by the Supplier will be considered null and void.

4/ Price

The prices established in the Purchase Order (PO) are fixed, firm, total, invariable, and not subject to adjustment or indexation of any nature for any cause, including, but not limited to, exchange rate fluctuations, increases in raw material costs, changes in tax or labor legislation, or any other circumstance. Said prices include all costs, expenses,

taxes (present and future), duties, insurance, packaging, freight, and any other concept necessary for the delivery of the Products/Services at the place and under the conditions stipulated in the PO. Any attempt by the supplier to modify, increase or adjust the agreed prices will be null and void by operation of law and will be considered a serious breach of this agreement, empowering AIR LIQUIDE to immediately terminate the PO, without prejudice to its right to claim for damages caused by said breach.

5/ Invoicing - Payment Terms

Unless otherwise indicated in the PO, the original invoice must be sent to the AIR LIQUIDE department that requested the Product/Service. All invoices must indicate the PO number(s) and delivery note(s), all Product reference information and the Product code.

The payment condition will be 60 days from the receipt of the invoice, provided that the Products/Services have been received to the satisfaction of AIR LIQUIDE and all required documentation, including delivery notes and certificates, has been presented completely and correctly.

In case of non-conformity or lack of documentation, the payment term will be suspended until the irregularity is remedied. All this, unless a different condition is indicated in the PO, in which case the latter shall prevail.

Any modification of the tax status must be sent to the AIR LIQUIDE Tax Department, otherwise, returns of undue withholdings will not be taken into account.

6/ Penalty Clause for Non-Compliance

6. The default in the fulfillment of the Supplier's obligations will occur automatically, by the mere expiration of the term stipulated in the PO, without the need for any judicial or extrajudicial request.

6.1. Penalty for Delay in Delivery:

For each day of delay in the delivery of the Products/Services in accordance with the date agreed upon in the PO, the Supplier will be liable for a daily and cumulative fine equivalent to two percent (2%) of the total value of the PO. Said penalty may be up to 30% of the total PO and will accrue until the effective delivery and acceptance of the Products/Services.

6.2. Penalty for Quality Non-Compliance:

In the event that the Products/Services do not comply with the technical or quality specifications, at the exclusive discretion of AIR LIQUIDE, a penalty of thirty percent (30%) of the total value of the PO will be applied, regardless of AIR LIQUIDE's right to reject the entire delivery and demand its immediate replacement.

6.3. Application:

AIR LIQUIDE is empowered to deduct the amount of the accrued penalties from any sum owed to the supplier, without prior notice. The application of penalties does not exempt the supplier from fulfilling its obligations or limit AIR LIQUIDE's right to claim the totality of the damages suffered or to terminate the PO for non-compliance.

7/ Transportation - Delivery

The supplier is solely responsible for the packaging, appropriate conditioning, and delivery of the Products/Services, and will assume all risks of loss or damage to the Products/Services until their conforming receipt by AIR LIQUIDE at the address indicated in the PO. It is the supplier's responsibility to have the Products it transports insured for their total replacement value and to cover any damage that may occur during transport, regardless of the cause.

The Products/Services must include transportation to the address indicated in the PO, therefore it is the Supplier's responsibility to comply with all regulations inherent to transportation. The Products/Services must be accompanied by all information related to the PO, supplier name, PO number, item number, quantity of units, description of the Products/Services, and all technical and administrative documentation declared in the PO and annexes.

The delivery date is specified in the PO. The acceptance of the PO implies a contractual commitment to the delivery date, which constitutes an essential clause of the PO. In the absence of a specific date for the shipment or fulfillment of the PO, it will be a reasonable time not exceeding thirty (30) days from the date of issuance of the PO.

AIR LIQUIDE reserves the right to reject any surplus delivery related to the PO.

All return of surplus items will be at the supplier's risk and cost.

Unless special arrangements are declared in the PO, no truck delivery will be received outside the following days and hours: Monday, Tuesday, Wednesday, Thursday, and Friday, from 8:00 a.m. to 4:00 p.m. The Supplier must inform the date and time of delivery to the person responsible for the reception indicated in the PO with an advance notice of no less than 48 hours.

The supplier must keep AIR LIQUIDE informed of the progress of the PO, and in particular, of any event that could compromise the fulfillment of the delivery agreement and of any measure to minimize the consequences of a possible delay.

Partial deliveries and/or deliveries made before the date declared in the PO without prior express written acceptance by AIR LIQUIDE will not be accepted. In the event that a delivery is made before the date declared in the PO, without authorization from AIR LIQUIDE, the storage and handling costs associated with said anticipated delivery

will be assumed by the Supplier, and the invoice payment date will be calculated from the delivery date declared in the PO.

8/ Acceptance, Verification, and Absolute Right of Rejection

The totality of the Products/Services will be subject to inspection and final approval by AIR LIQUIDE at destination, even if advance payments have been made. AIR LIQUIDE reserves the exclusive, absolute, and unappealable right to determine the conformity of the Products/Services with the PO, the technical specifications, and its own quality standards. AIR LIQUIDE may reject all or part of the delivery at its sole discretion and without stating a reason. The signature of a delivery note or any other reception document will not imply conformity or acceptance and will only attest to the physical receipt of the packages. The notification of rejection will be communicated to the Supplier, who must withdraw the rejected Products/Services at their exclusive cost and risk within a peremptory term of forty-eight (48) hours. Once said term has expired without the withdrawal being made, AIR LIQUIDE may freely dispose of them, including their destruction, without this generating any right to claim or compensation for the supplier. The rejection of a delivery will not release the Supplier from its obligation to replace the Products/Services immediately.

Title Reversion. The title of ownership of any Product/Service rejected by AIR LIQUIDE for failing to comply with the PO requirements will immediately and automatically revert to the supplier upon notification of rejection. AIR LIQUIDE will have no responsibility for the custody, loss, or damage of said products once the rejection has been notified.

9/ Drawings - Models - Tools

All drawings, models, tools, formulas, etc. that were given to the Supplier (and/or created at the time of the PO) are and must remain the property of AIR LIQUIDE and must be returned to AIR LIQUIDE at the supplier's cost after completing the PO, or at the request of AIR LIQUIDE. In any case, drawings, models, and tools belonging to AIR LIQUIDE cannot be used for any other purpose than executing the PO.

All items listed in this paragraph that are not returned will be invoiced.

Any damage or failure to return a material will be subject to compensation equal to the purchase value of the material without prejudice to the rights to action that AIR LIQUIDE may pursue.

The supplier must have adequate maintenance or renewal instruments, as well as appropriate damage insurance.

It is presumed that the supplier, in its capacity as an expert in the matter, has exhaustively analyzed the PO and all its annexed documents. Any omission, error, or ambiguity in the PO will not exempt the supplier from its obligation to deliver the Products/Services according to the highest industry standards and the purposes

foreseen by AIR LIQUIDE. The supplier has the inescapable obligation to notify AIR LIQUIDE in writing and immediately of any error, ambiguity, or discrepancy it identifies. Failure to comply with this notification obligation will make the supplier entirely responsible for all costs, expenses, and damages arising from such non-compliance.

10/ Modifications

The supplier must not make any modifications to the Products without prior written acceptance by AIR LIQUIDE of the new modified Products.

Modifications do not obligate AIR LIQUIDE, unless it confirms the modifications and officially accepts them by modifying the PO.

11/ Warranty

11.1 The supplier guarantees that the delivered product can perform all specified functions and services, is free from defects in design, materials, and workmanship, and complies with all applicable laws, regulations, and norms. Otherwise, in the absence of a specification, the Products must fulfill the function for which they were conceived. As part of the product warranty and in case of defect, the supplier must immediately take the necessary measures to replace it as required by AIR LIQUIDE. Otherwise, the supplier must repair the product so that it can fulfill the function for which it was conceived, without AIR LIQUIDE incurring expenses of any kind.

Unless otherwise specified in the PO, the Products must be warranted for three (3) years from the delivery date. During the warranty period, the Supplier will be responsible for all costs associated with the repair or replacement of defective products, including transport, labor, and materials. In case of defects that appear after the warranty period but are attributable to a hidden defect or manufacturing defect, the Supplier will assume responsibility in accordance with applicable legislation. Notwithstanding the foregoing, AIR LIQUIDE at its sole discretion may carry out the repairs itself and the Supplier will be obliged to reimburse the cost.

11.2 Performance Guarantee. When so specified in the PO, the supplier must deliver to AIR LIQUIDE, within ten (10) days of the PO being issued, an irrevocable, unconditional, and on-demand bank guarantee ("On Demand Bank Guarantee") for the amount and validity indicated in the PO. Said guarantee must be issued by a first-rate banking entity acceptable to AIR LIQUIDE and its text must be previously approved by AIR LIQUIDE's legal department. All costs associated with obtaining and maintaining said guarantee shall be the exclusive responsibility of the supplier. Failure to present the guarantee in a timely manner will empower AIR LIQUIDE to terminate the PO by right and without any penalty.

12/ Spare Parts

For a period of ten (10) years, from the delivery date, the Supplier assumes to provide spare parts and/or consumables related to the product and indicate the availability of

the original parts. If they are not available, the Supplier must supply equivalent parts and carry out any necessary adaptation study at no additional charge to AIR LIQUIDE.

13/ Work Site

All personnel assigned to the tasks carried out under a PO will be under the exclusive dependency of the Supplier, who assumes full responsibility for compliance with the official regulations and rules in force on the date and place of intervention, and with the general and particular provisions related to discipline, regulations and safety, occupational health and environment applicable at the site, including, but not limited to, the use of personal protective equipment (PPE) and the training of its personnel in emergency procedures.

Therefore, the Supplier must ensure that its employees and/or personnel under its charge strictly comply with said rules.

For entry to the establishments where AIR LIQUIDE operates, the Supplier must deliver monthly to AIR LIQUIDE or to whomever it designates (such as a provider designated for such purposes) the documentation required by AIR LIQUIDE to verify compliance with all labor, social security, legal, and all other obligations provided for according to the general and particular conditions, as well as those inherent to its activity.

Any failure observed regarding the provision, instructions and requests, regardless of the damage that may result from this, or any non-compliance with safety, occupational health, or environmental regulations by the Supplier's personnel, will empower AIR LIQUIDE to stop the work immediately and to exclude said personnel from work at the site, without this resulting in any claim for compensation against AIR LIQUIDE. The costs derived from said detention and/or exclusion will be the exclusive responsibility of the Supplier.

The Supplier will be responsible for all actions taken by its employees (and/or people acting under its charge) and for the risks associated with the equipment provided by the Supplier for the contracted tasks.

14/ Transfer of Ownership - Transfer of Risk

The transfer of ownership is at the time of delivery and the transfer of risk is after the Product is received.

15/ Retention of Title

No retention of title clause can be used against AIR LIQUIDE. These clauses are considered unwritten.

16/ Subcontracting - Assignment

The Supplier may not subcontract or assign the PO partially or totally without prior express written agreement from AIR LIQUIDE. Said authorization will be subject to AIR LIQUIDE's approval of the technical, financial, and CSR suitability of the proposed

subcontractor. The Supplier must provide AIR LIQUIDE with all the information it requires about the subcontractor. Having subcontracted does not release the Supplier from any of its obligations to AIR LIQUIDE.

Once agreed upon by AIR LIQUIDE, the Supplier must inform the subcontractors of all regulations and safety requirements that apply to the PO. Should it deem it necessary, at its sole discretion, AIR LIQUIDE may assume the rights and obligations of the Supplier under said subcontract through simple notification.

The supplier is responsible for the subcontractor performing the tasks correctly and complying with all the obligations of the PO. The supplier will represent the subcontractor and must impose its own obligations. The Supplier will be jointly and severally liable for all acts and omissions of its subcontractors and their respective employees, as if they were its own acts and omissions, and must hold AIR LIQUIDE harmless against any legal action, claim, or liability that the subcontractor may make or that results from its action.

17/ Insurance Policies

The Supplier is responsible for all damages to people, property damage (including damage to Products/Services), and consequently damages caused by the Products/Services sold and must hold AIR LIQUIDE harmless and free from any legal action that may be carried out for these damages. The Supplier undertakes to obtain insurance from a first-rate company for all-risk coverage that it may incur or cause within the scope of the performance of its obligations, without this going against AIR LIQUIDE, its employees, or insured parties. At the request of AIR LIQUIDE, the Supplier must provide evidence of its coverage.

18/ Corporate Social Responsibility (CSR)

AIR LIQUIDE is committed to respecting human and labor rights as well as legislation that protects the environment; and gives increasing relevance to the capacity of its suppliers to accompany AIR LIQUIDE with its Sustainability policy.

The "Supplier Code of Conduct" of AIR LIQUIDE is attached as an Annex and/or is available on the AIR LIQUIDE website at the following URL <https://www.airliquide.com/group/our-suppliers>. AIR LIQUIDE expects the Supplier to carry out its commercial responsibility with integrity and transparency, and asks the Supplier to comply with the rules of said "Supplier Code of Conduct". The Supplier, for its part, undertakes to comply with and ensure compliance with the "Supplier Code of Conduct" with respect to all its own suppliers and subcontractors, subsidiaries and affiliates, employees, and any third party that provides goods and/or services to an AIR LIQUIDE Group company.

The Supplier undertakes to establish, during the duration of this Agreement, an action plan to:

- -register the number of its employees and the number of those who enter and leave each facility;
- -register the number of lost-day accidents and the number of non-lost-day accidents as well as the accident frequency rate of its employees, subcontractors, and temporary workers;
- -measure and optimize water and energy consumption;
- -measure and optimize greenhouse gas (GHG) emissions;
- -measure and reduce atmospheric discharge of nitrogen oxide (NOx), sulfur oxide (SOx), and volatile organic compounds (VOC);
- -measure and reduce discharge to water of oxidizing matter and suspended solids;
- -etc.

The Supplier agrees to be evaluated at its own cost and expense on its CSR performance by AIR LIQUIDE or by a third party designated by AIR LIQUIDE.

If the total score obtained is less than or equal to 24/100: The Supplier undertakes to implement a Corrective Action Plan within 1 month. After a period of 12 months, the Supplier undertakes to be evaluated again by AIR LIQUIDE or by a third party designated by AIR LIQUIDE, at its own cost and expense.

If the total score obtained is between 25/100 and 44/100: The Supplier undertakes to implement a Corrective Action Plan. After a period of 3 years, the Supplier undertakes to be evaluated again by AIR LIQUIDE or by a third party designated by AIR LIQUIDE, at its own cost and expense.

For greater clarity, any violation of the commitments contained in this article by the Supplier or any of its subcontractors will be considered a substantial breach of this Agreement, which may lead to the termination of the same at AIR LIQUIDE's discretion.

19/ Authorizations

At its own cost, the supplier must obtain the authorizations for its factories, premises, processes, tools, as well as process certifications by an authorized person and, in general, everything necessary to comply with the PO. The Supplier must also guarantee that this same applies to any possible subcontractor.

20/ Medical Product

For Medical Products, the Supplier guarantees conformity with the regulations of the corresponding controlling health authority. The Supplier is responsible for the Medical Products and they must be registered with the corresponding regulatory authorities as such and send AIR LIQUIDE the respective certificates. All Medical Products must be labeled and traced by unit.

The traceability of Medical Products must be encoded in a barcode system on each unit.

In relation to Medical Products, the supplier must carry out all necessary actions to comply with its obligations in terms of traceability and techno-vigilance. The supplier must, in case of any warning or recall of a Medical Product, provide AIR LIQUIDE as soon as possible, the list of affected Products/Services, as well as the corresponding references.

For the Products requested in this purchase order, the supplier must inform if there are restrictions on the storage temperature of said Products in the range of -20°C to 50 °C.

All costs related to any product recall from the market, including the costs of AIR LIQUIDE's customers, must be assumed by the supplier.

21/ Industrial Property

The Supplier guarantees AIR LIQUIDE that the Products/Services do not infringe, misappropriate, or violate any patent, copyright, trademark, or other intellectual property right of a third party.

The Supplier also declares that it has all the rights to use, manufacture, and sell the Products that AIR LIQUIDE will have the right to use and resell.

The Supplier must protect AIR LIQUIDE from any claim, lawsuit, action, or obligation that the Product infringes or violates any intellectual property right (patent, copyright, or trademark) or a third party. The Supplier must indemnify AIR LIQUIDE against any damage or expense that may be incurred by or on account of AIR LIQUIDE as a result of the infringement by the Products/Services or parts provided under this agreement, of any patent or other intellectual property right of a third party.

In the event that the Supplier's services under the PO include studies; all results and industrial and/or intellectual property rights resulting from the study will be the property of AIR LIQUIDE as soon as their creation or production begins.

All technical documents, including drawings, bills of materials, diagrams, and specifications based on the PO and prepared by the supplier, and in general, all documents delivered to AIR LIQUIDE, will be the property of AIR LIQUIDE and henceforth will have the rights of free use.

22/ Confidentiality

During the entire period of the PO and for five (5) more years, the Supplier undertakes to maintain in strict confidentiality any information, in particular, technical and commercial, that it may receive to carry out the PO or during the performance of the same. All AIR LIQUIDE items or documents must be returned to AIR LIQUIDE at the Supplier's expense after completing the PO.

Regardless of their nature or format, all documents, including those downloaded from the internet, that AIR LIQUIDE discloses to the Supplier must remain the property of AIR LIQUIDE. These cannot be reproduced, transmitted, or disclosed, totally or partially, without the prior written consent of AIR LIQUIDE.

The Supplier undertakes not to use any confidential document or information for anything other than the execution of the PO.

To ensure compliance with this clause, the supplier undertakes to follow the appropriate steps with its employees and subcontractors.

23/ Data Protection

For the purposes of this PO, the terms used have the meaning established in the applicable regulations on the processing of personal data, which include:

- (i) The Personal Data Protection Law: Law 19.628 (Protection of Private Life until November 2026) and Law 21.719 on Personal Data Protection, which will come into force in December 2026, and its complementary and modifying laws, directive 2002/58/EC of the European Parliament and of the Council of July 12, 2002, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("the General Data Protection Regulation"), and
- (ii) Any other applicable future legislation that may complement or replace them.

(Hereinafter "Data Protection Regulation").

The Parties undertake to comply with their respective obligations under the Data Protection Regulation.

Each Party guarantees to the other Party that it complies with the Data Protection Regulation, particularly in terms of security and confidentiality of personal data.

The Parties undertake to implement appropriate technical and organizational measures to protect personal data against any accidental destruction, loss, alteration, unauthorized disclosure, or access to personal data transmitted, stored, or processed, taking into account the nature of the processing, as well as the risk of varying probability and severity for the rights and freedoms of natural persons.

To perform the Services offered in the PO, each Party may collect and process personal data related to the employees and/or clients of the other Party, or any other category of persons relevant to the performance of the Services as provided in the PO.

Each Party acknowledges that it acts as a controller in relation to the collection and processing of said personal data carried out for the provision of the [Services] as

provided in the PO. Therefore, each Party undertakes to comply with all the requirements of the Data Protection Regulation that are imposed on the controller.

The Parties undertake to comply with this article throughout the term of the PO and beyond when the obligations established in this article survive the termination of this agreement in accordance with the Data Protection Regulation and, in particular, the obligation of security and confidentiality.

The Supplier undertakes to notify AIR LIQUIDE without undue delay and, in any case, within a period not exceeding 24 hours from when it becomes aware of any personal data security violation that affects AIR LIQUIDE's or its clients' data. Said notification must include all relevant information about the incident and the measures taken or proposed to mitigate its effects.

The Supplier undertakes to submit to audits, including inspections of its facilities and data processing systems, carried out by AIR LIQUIDE or a third party designated by AIR LIQUIDE, to verify compliance with the Data Protection Regulation. The costs of such audits will be assumed by the Supplier if non-compliance is detected.

The Supplier undertakes to hold AIR LIQUIDE harmless from any sum of money that the latter may be ordered to pay due to the Supplier's non-compliance with the Data Protection Regulation.

24/ Early Termination

In the event that the Supplier fails to comply with all or part of the contractual obligations resulting from the PO, including any obligation contained in these GCP, and especially those related to CSR, Data Protection, and Integrity and Transparency, which are considered essential clauses of the contract, AIR LIQUIDE may, without penalty of any kind, and after notifying the Supplier:

a) Reserve the right to have the PO executed by a third party at the Supplier's cost. The supplier will not have the right to limit or exclude its own contractual liability based on the fact that a third party has executed part or all of the PO.

b) Cancel the PO by reliable communication and after acknowledgment of receipt, following a formal notification, that it has been rendered null and void and claiming the reimbursement of payments made in advance, plus the corresponding interest at the legal rate from the date of payment until the date of effective return.

In the event that a force majeure event delays the execution of the PO for more than thirty (30) days, AIR LIQUIDE may terminate the PO without penalty of any kind; without prejudice to exercising any other right and/or remedy available to it.

25/ Force Majeure

A case of force majeure is understood as events that exceed the control of the Parties, such as wars, revolutions, floods, earthquakes, or other unforeseen and unavoidable events that absolutely prevent the fulfillment of the Supplier's obligation and that cannot be mitigated by reasonable measures of the Supplier. Strikes or labor disputes, transportation problems attributable to the Supplier, equipment failures under the Supplier's control, or generalized raw material shortages that do not affect the industry as a whole, will not be considered causes of force majeure. The case of force majeure will be immediately communicated in writing to AIR LIQUIDE. In all events, the provisions of the Civil Code of the Republic of Chile regarding unforeseeable circumstances or force majeure will apply.

26/ Integrity and Transparency

The Parties undertake that, on the effective date of the PO, neither they, nor their directors, officers, or employees will have offered, promised, delivered, authorized, requested, or accepted any undue advantage, economic or otherwise (or hinted that they will or could do so at some future time) related in any way to the PO and that they will have adopted reasonable measures to prevent subcontractors, agents, or any other third party that is subject to their control or to their determining influence from doing so.

Each Party has adopted its own code of conduct that includes the principles of anti-corruption behavior (direct access link to the [Air Liquide Code of Conduct](#)), and has taken reasonable and customary measures to ensure that its employees implement these principles when carrying out any activity related to this Contract.

Each of the Parties declares that it has implemented and will continue to implement policies and procedures to encourage compliance with the laws and regulations applicable to it against corruption and bribery.

26.1 Declarations and Guarantees:

26.1.1 The Supplier declares and guarantees that for the purposes and during the validity of this Agreement, it will comply and will ensure that each Controlled Person complies with:

- The Air Liquide Supplier Code of Conduct;
- Anti-Corruption Laws, Anti-Money Laundering Laws, and Sustainability Laws;
- All applicable Sanctions and the Supplier will not carry out (and will ensure that each Controlled Person does not carry out) any trade, business, or other activities with, for the benefit of, or on account of, any Sanctioned Person or that, in any other way, could result in any of the parties breaching any Sanction, being subject to any sanction or restrictive measure imposed under Sanctions or being designated as a Sanctioned Person.

26.1.2 The Supplier declares and guarantees that during the validity of this Agreement it has established, and will maintain in force and will enforce, adequate internal control systems, policies, and mechanisms (including due diligence processes to identify, prevent and remedy any actual or potential adverse impact on human rights and the environment), which are appropriate for the size of the business, the nature and context of its operations and value chain, to ensure compliance with Anti-Corruption Laws, Anti-Money Laundering Laws, Sustainability Laws, and applicable Sanctions, by it and by its Controlled Persons.

26.2 Reports, Representations, and Warranties

During the validity of this Agreement, the Supplier must immediately notify AIR LIQUIDE in writing when it becomes aware of any suspicion or evidence of non-compliance with this Ethics and Compliance Clause by the Supplier or any Controlled Person. The notification must include the factual circumstances surrounding the violation, including a description of the violation and the investigation and correction that has been carried out or that is planned by the Supplier and/or the relevant Controlled Person.

26.3. Right to Audit

AIR LIQUIDE will have the right to carry out audits at its own cost, with prior written notice to guarantee the compliance of this Ethics and Compliance Clause by the Supplier, either by itself and/or through an external auditor designated by AIR LIQUIDE. The Supplier will provide AIR LIQUIDE and/or the auditor with all data, documents, and other information, including accounting data, as well as any assistance that is reasonably requested for the audit. AIR LIQUIDE will treat (or ensure that said auditor treats) all information disclosed by the Supplier to it (or to said auditor) during said audits in accordance with the applicable confidentiality provisions.

27/ Indemnity

The Supplier must hold AIR LIQUIDE, its affiliates, directors, employees, and agents (hereinafter, the "Indemnified Parties") harmless, assuming responsibility for any judicial or extrajudicial claim by its dependents and/or third parties, of a labor, civil, commercial, social security, criminal nature, for damages, taxes or any other nature or species, committing to lift at its expense any precautionary measure taken against it originating from contractual or extracontractual obligations and/or any other sum that the latter has had to pay as a consequence of claims promoted by third parties and/or dependents of the Supplier. This includes, but is not limited to, the costs of legal defense, attorney fees, and any sum that AIR LIQUIDE is obliged to pay as a consequence of said claims, including the costs of said incidents, which arise directly or indirectly from this PO.

The mere verification by AIR LIQUIDE of non-compliance with labor, tax, civil, commercial, social security, and/or social security obligations, or of any other nature or species, in relation to the same, and/or the reception by AIR LIQUIDE of any claim by any employee, officer, worker, or dependent of the Supplier or third parties and/or

public tax collection agencies, and/or social security contributions, will empower AIR LIQUIDE to withhold the payment of any sum that it owes to the Supplier for any reason, until the amount that it may be obliged to pay for all reasons is compensated, plus its interest to the date of effective payment by the Supplier. This is without prejudice to AIR LIQUIDE's right to terminate this PO by right, without the need to previously request its fulfillment.

For the purposes of this clause, the term "Third Party" will mean any person or entity that is not AIR LIQUIDE, its affiliates, its other suppliers, the supplier and its subcontractors, as well as the respective personnel of each of them.

The obligation of indemnity established here is broad and unconditional and will survive the termination or expiration of the PO. AIR LIQUIDE will have the right to withhold payments owed to the supplier to cover any contingent amount or amount owed under this clause.

28/ Waiver

The waiver by either of the Parties of the violation by the other of any commitment, obligation, or provision included or implied herein will not operate as a waiver of another violation of the same or another commitment, obligation, or provision included or implied herein.

29/ Jurisdiction and Competence

These GCP are subject to the laws of the Republic of Chile. In case of controversy, for the resolution of conflicts, the Parties submit to the Civil Courts of Santiago, Republic of Chile, waiving any other jurisdiction and/or venue.

30/ Limitation of Liability

Except in cases of willful misconduct, gross negligence, non-compliance with confidentiality obligations, violation of intellectual property rights, or with respect to the indemnity obligations contained in Clause 27, and without prejudice to the penalties for delay established in Clause 6, in no case will AIR LIQUIDE be liable to the supplier for indirect damages, loss of profit, loss of income, or loss of business opportunities arising of the execution of the PO.

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