

Heliox Competition Law Policy



We believe that taking care of people and the environment is fundamental to the success of our business.

MICHAEL COLIJN, CEO

Dears,

Heliox¹ (or “we”) have a strong focus on Compliance and Corporate Social Responsibility. We care about the impact we have on our customers, suppliers, our people, our environment and future generations to come.

Heliox is committed to respect and to comply with the applicable laws and regulations as the legal basis of our business activity.

This Heliox Competition Law Policy (“Policy”) clearly states the expectations for how Heliox operates and applies to all Heliox companies. Besides, this Policy applies to all Heliox-employees, consultants, (sub)contractors, temporary staff, (higher) management and the board of directors.

Heliox's other policies can be found on our Website.

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¹“Heliox” means Chargeco Holding B.V. and its Affiliates, being entities that are directly or indirectly controlled by or are under common contract with Chargeco Holding B.V.

1. Competition Law

Competition rules are meant to ensure and promote healthy competition, as well as to protect commercial interests and consumers from unfair and overly aggressive practices. Competition law prohibits agreements that restrict competition between companies, such as:

- price agreements
- agreements about dividing markets/areas or customers (market sharing)
- agreements about the amount of bids
- agreements about the way of acting against a third competitor.

Competition law is directed against anti-competitive behaviour. Not only the intention, but also the consequences of conduct are important. Agreements or commercial practices that have unintended adverse effects on competition may also be prohibited. It is therefore important that you ask yourself the question in good time whether a certain agreement or conduct makes it impossible or considerably more difficult for competitors to operate in the market.

Competition law has special rules for economically dominant companies. Such companies must be even more careful in their market behaviour than other companies.

This Policy will show that you must be especially careful in contacts with competitors or distributors.

2. Competition Law Do's & Don'ts

2.1

The following topics may be discussed with competitors (horizontal agreements):

- educational and scientific developments
- general market developments
- public information (e.g. CBS or CPB figures)
- calculation schedules
- historical information that does not affect future behaviour (preferably data that is at least one year old)

- aggregate data (at least from three companies) which cannot be traced back to individual companies
- bad debtors

2.2

The following topics may not be discussed with competitors (horizontal agreements):

- prices, pricing policy, sales policy, cost prices, discounts, commissions, margins, revenue, costs, capacity utilization, or other price items
- market shares, production capacity (quantities), sales territories or customers (including customer quotes)
- products and/or services to be offered (new)
- terms of sale or purchase and information on specific orders and deliveries
- marketing and advertising strategies
- patented technologies (insofar as not publicly available) and (internal) developments in the area of intellectual property
- intended investment strategies or investments
- views on market conditions
- joint boycotts of competitors or joint actions against competitors
- intended bidding behaviour and offers in tenders (including whether or not to tender)
- caution (!) when sharing information and responding to messages, in forums and private groups via social media

2.3

Prohibited Agreements with resellers (vertical agreements):

- determining minimum resell prices, fixed prices and discounts
- price-related bonus terms, bonus/promotion depending on resell price level
- suspension, delay, sanction related to resell price
- territorial restriction of resell

2.4

Don'ts Examples

Prices - Do not

- discuss or make any agreements with competitors about prices
- impose on resellers a price at which they can sell to third parties.

Tenders - Do not

- discuss or make any agreements with competitors about whether or not to participate in a tender
- disclose to your competitor the amount you want to tender
- participate in meetings with competitors prior to a tender in which the tender is discussed (the only exception to this is meetings of companies that will bid as a combination/consortium).

Market allocation - Do not

- discuss or make any agreements with competitors about the areas in which each will sell
- discuss or agree with competitors on the customers to which each will sell
- discuss or agree with competitors not to supply certain customers.

Information Exchange - Do not

- provide any information about your market share, costs or prices to competitors (competitively sensitive information)
- participate in meetings with competitors where information is exchanged about the level of costs, prices (including more general information about "the price level"), market shares or market position of particular competitors.

Dominant companies - Do not

- offer products below cost price, selling below cost in order to eliminate a competitor from the market is always prohibited
- refuse to deliver a product if the customer does not also purchase another product
- ask excessively high prices
- give discounts that are not justified by (for example) cost savings on your side.

3. Combinations / Consortiums are allowed

Heliox is allowed to bid for a tender jointly with a competitor in a combination, even if Heliox would actually be able to perform the contract individually.

The requirement is that the agreements on combination must be made on a project-by-project basis; do not make a structural agreement with competitors to always work together in tenders.

4. Language Use

Be careful in your language use. Be aware that your e-mails, WhatsApp- or Signal-messages could form the main prove of Competition law infringement. Competition authorities attach great importance to internal documents (including e-mails) and their wordings. Also bear in mind that competition authorities have software at their disposal to easily retrieve deleted e-mails.

Take the following recommendations into account:

- Avoid aggressive language (e.g. "put pressure on competitors").
- Do not speculate in written documents about whether a particular strategy is lawful. If it later turns out that the strategy is unlawful, the doubt you expressed may constitute an aggravating factor in the determination of sanctions. If you are in doubt as to whether a particular practice is lawful, you should first seek advice.
- Never include text in documents that could give the impression that what is stated there is prohibited (for example, "destroy immediately after reading").
- If you provide information about competitors, always cite the source.
- Never give the false impression that your company does not make its commercial decisions independently.
- If you are approached by a competitor with a request to make a prohibited agreement, always make it clear that you do not agree. If you remain silent or - worse - indicate that you agree, this can lead to sanctions. This applies even if you never intended to keep the "agreement" at any time. It is important to explicitly distance yourself from this and also to put it in writing.

5. Sanctions & Fines

Competition authorities can impose high fines for the violation of the Competition Law:

- Companies: up to 10% of the worldwide group turnover
- Persons (managers & principals): up to 900.000 euros

Next to the fines which can be imposed by the Competition authorities (local as well as European Commission), there are other risks linked to the violation of Competition Law, such as:

- claims for damages by aggrieved parties (customers who find to have suffered damages due to non-compliant agreement between the competitors)
- reputational damage for Heliox
- nullity of contractual provisions
- private damage actions.

6. Compliance Reporting & Measures

Questions regarding this Policy or practices that do not comply with this Policy should be promptly reported to your line manager and Heliox Legal.

Any breaches of the rules of the Heliox Competition Law Policy shall constitute a contractual breach. Heliox reserves the right to suspend and/or terminate the contractual relationship with the employee or business partner who does not meet the requirements of this Policy and to take further legal actions needed.



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