



 TriMark® SUPPLIER CODE OF CONDUCT



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BACKGROUND

TriMark USA, LLC and its affiliates (referred to collectively as “**TriMark**”) are committed to offering high quality foodservice equipment and supplies to our customers. As part of TriMark’s customer service commitment, we also strive to ensure each of our Suppliers (i) complies with all applicable laws, rules, standards, and regulations and (ii) maintains a high standard of business ethics and regard for human rights.

This Supplier Code of Conduct sets forth the minimum standards for our Suppliers and is designed to ensure TriMark has visibility into our supply chain and other third-party relationships to ensure these objectives are met. Any defined terms used herein have the meaning set forth in the relevant section or [Section 15](#). In addition to this Supplier Code of Conduct, TriMark expects its Suppliers to align their behaviors with the values and principles outlined in [TriMark’s Code of Business Ethics and Conduct](#).

In connection with the foregoing and as a condition prerequisite of providing Products or Services to TriMark, each of TriMark’s Suppliers agrees to the following:



1. LAWS, RULES, AND REGULATIONS

Suppliers must observe and comply with all applicable laws, ordinances, statutes, rules, and regulations of any federal, state, or local governmental body or unit applicable to the Supplier's operations, Services, Products, and activities. This requirement includes but is not limited to laws related to employment, discrimination, the environment, safety, and health.

TriMark does not knowingly contract with any ineligible, [specially designated](#), or blocked individuals and companies who are sanctioned, suspended, debarred, or otherwise [excluded](#) from participating in U.S. State or Federal contracting activities. Any Suppliers must notify TriMark if the Supplier or any of Supplier's employees or third parties who are providing Products or Services to TriMark become ineligible, specially designated, blocked, sanctioned, suspended, debarred, or otherwise excluded from participating in U.S. State or Federal cContracting activities.

Where applicable, Suppliers must also comply with relevant international laws such as those related to import of Products, international trade (including export controls, sanctions, and reporting obligations), data protection/data transfer rules, and antitrust competition laws. In countries where local laws, ordinances, statutes, rules, or regulations are in conflict with the laws of the United States, Suppliers should seek ways to abide by the principles that provide the highest protection to the workers and environment while complying with applicable laws and regulations. In the event TriMark requires any action, information, documentation, or resources in order to comply with any laws, ordinances, statues, rules, or regulations applicable to TriMark, Supplier shall promptly assist TriMark with any such requests.

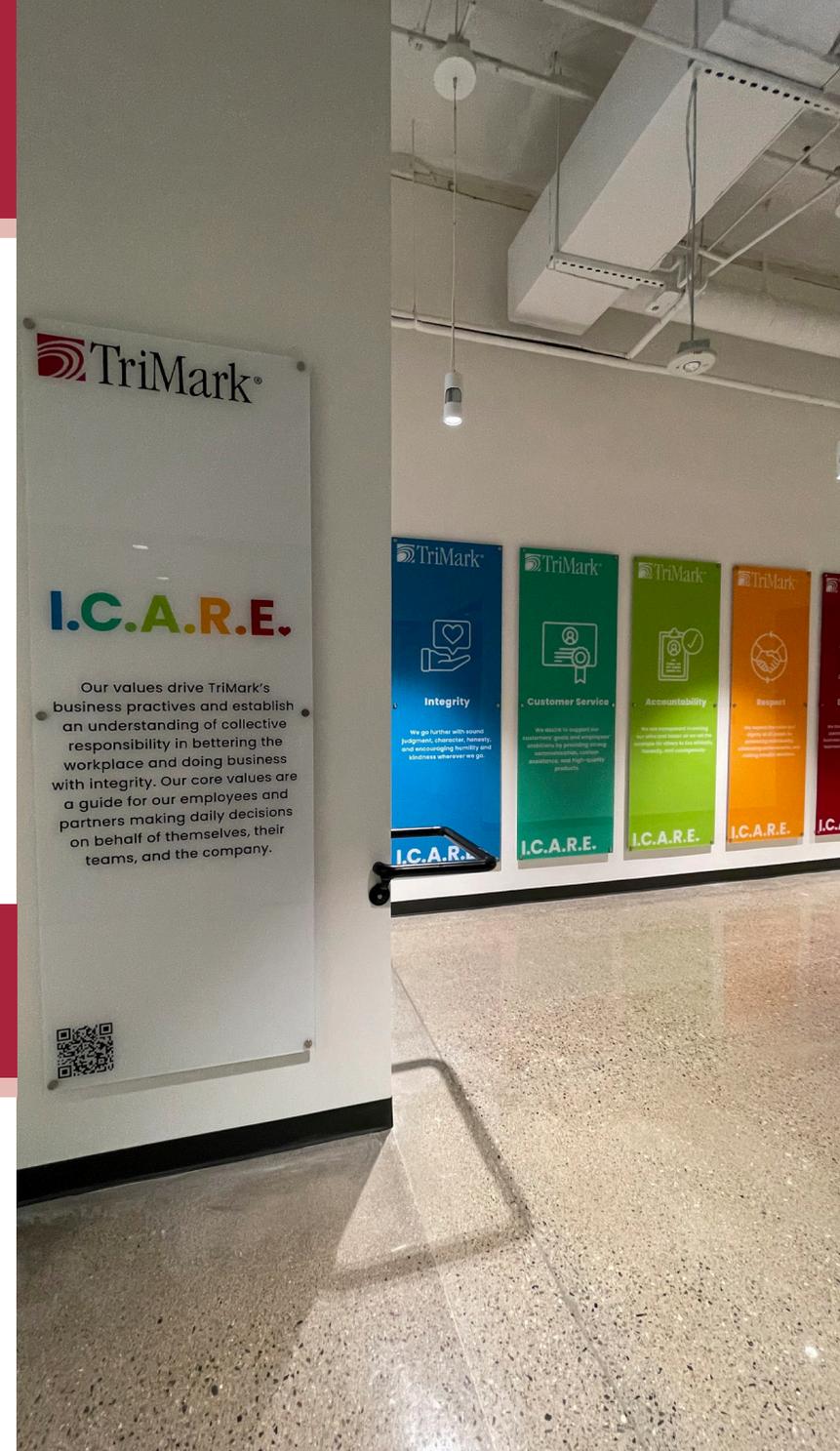


2. ANTI-BRIBERY AND ANTI-CORRUPTION

TriMark has zero tolerance for bribery and or corruption of any kind and in any form. Directly or indirectly offering, authorizing, promising, giving, accepting, soliciting, or receiving anything of value to improperly influence someone or gain an improper or unlawful advantage can be considered a bribe and is prohibited by law. This prohibition extends to Government Officials, and under some laws to which TriMark is bound applies to commercial relationships. Even the appearance of impropriety should always be avoided and under all circumstances. Suppliers must act with utmost integrity, honesty, and transparency, and comply with all applicable anti-bribery and anti-corruption laws including, but not limited to, the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act.

3. CONFLICTS OF INTEREST

All Suppliers should inform TriMark of any actual, perceived, and/or potential conflicts of interest that come up from business or personal relationships with our customers, suppliers, business associates, employees, or competitors.



4. EMPLOYMENT MATTERS

Suppliers must treat their employees fairly and with dignity and must observe the following specific requirements:

Collective Bargaining and Freedom of Association: Suppliers must respect the legal rights of personnel or employees to freely associate, organize, form, or join or not join trade unions of their choice without fear of reprisal, intimidation, or harassment. Employers where there is a forming or formed union should allow participation freely and bargain in good faith.

Compensation: Employees and personnel shall be paid and provided benefits in compliance with all requirements applicable to the Supplier. Suppliers shall ensure that wage and benefit information is detailed clearly and regularly for workers. Wages paid for regular working hours, overtime hours and overtime differentials shall meet or exceed applicable legal minimums. Suppliers must keep complete, ongoing, and accurate records of employee compensation and time worked in accordance with applicable law. Illegal or punitive deductions from wages shall not be made.

Child Labor: Suppliers shall not employ directly or indirectly, children below the minimum age of 15 (or 14 where applicable laws permit). Suppliers shall comply with all local child labor laws and applicable international standards. TriMark does support the use of legitimate workplace apprenticeship programs that comply with all applicable laws and regulations. Any forms of exploitation of children are forbidden, including working conditions resembling slavery or that are harmful to a child's health. Suppliers must establish robust age-verification mechanisms as part of the recruitment process, which may not be in any way degrading or disrespectful to the worker. This principle aims to protect children from any form of exploitation.



4. EMPLOYMENT MATTERS

No Human Trafficking and Forced Labor: TriMark respects human rights in accordance with the [UN Guiding Principles on Business and Human Rights](#) and the [International Labour Organization's Declaration on Fundamental Principles and Rights at Work](#). Suppliers shall not engage in any form of forced or bonded labor or human trafficking, including indentured, and involuntary prison or slave labor. Only voluntary employment may be utilized, and workers must be allowed to terminate employment at any time upon reasonable notice. Suppliers will risk allegations of complicity if they benefit from the use of such forms of labor by their business partners. Suppliers shall act with special diligence when engaging and recruiting migrant workers both directly and indirectly. Suppliers shall ensure that workers are not subject to inhumane or degrading treatment, corporal punishment, mental or physical coercion and/or verbal abuse. TriMark prohibits the assessment of recruitment or other fees by Supplier and the surrendering of identification as a condition of employment. Any fees incurred by TriMark suppliers when using employment agencies in the hiring or recruiting of workers must be paid by TriMark suppliers and such fees cannot later be assessed against workers.

No Precarious Employment: Suppliers shall ensure that (a) their employment relationships do not cause insecurity and social or economic vulnerability for their workers and (b) work is performed based on a recognized and documented employment relationship, established in compliance with applicable legislation or, in the absence of applicable legislation, custom, practice or international labor standards.



4. EMPLOYMENT MATTERS

Diversity and Inclusion: No discrimination based on gender, age, religion, race, caste, social background, disability or perceived disability, ethnic and national origin, nationality, membership in workers' organizations including unions, political affiliation, sexual orientation, gender identity, transgender status, genetic information, pregnancy, veteran status, marital status and expression, or any other personal characteristic protected by law will be tolerated in hiring, remuneration, access to training, promotion, termination, or any other term or condition in employment. No employee shall be subjected to any physical, sexual, psychological, written, or verbal harassment. TriMark also strongly encourages our Suppliers to expand their own diversity and inclusion efforts by expanding their sourcing efforts with small businesses, minority-owned, women-owned, veteran-owned, LGBTQ+-owned and other diverse organizations.

Protecting the Rights of Young Workers: The rights of young workers (under 18) must be protected. Suppliers shall ensure that young people do not work throughout the night and that they are protected against conditions of work which are prejudicial to their health, safety, morals, and development.



4. EMPLOYMENT MATTERS

Working Hours: Suppliers shall follow all applicable laws on working hours, vacation time, holiday and leave periods, including maximum allowable working hours and days, and payment for overtime hours at a premium rate.

Workplace Health and Safety: Suppliers shall adhere to all applicable laws and regulations on occupational health and safety. A clear set of procedures must be established and followed regarding occupational health and safety, including the provision and use of personal protective equipment, clean toilets, access to potable water, Material Safety Data Sheets and, if appropriate, sanitary facilities for food storage. Employees shall receive adequate training to ensure that they can perform their duties in a safe manner. Workplace practices that violate basic human rights are forbidden.



5. ENVIRONMENT AND SAFETY ISSUES

Suppliers shall take the necessary measures to avoid environmental degradation. Suppliers should assess significant environmental impacts of their operations and (i) establish effective policies and procedures that reflect their environmental responsibility and (ii) meet or exceed legal requirements.

Conflict Minerals: Suppliers shall ensure that parts and Products provided to TriMark are “Democratic Republic of Congo (DRC) conflict-free.” Suppliers must disclose to TriMark in advance if parts and Products contain metals derived from columbite-tantalite (tantalum), cassiterite (tin), gold, wolframite (tungsten), or their derivatives and originated from the DRC or adjoining countries. Suppliers must produce documentation tracing the origin of these minerals to confirm they are conflict-free. All materials incorporated into Products provided to TriMark must comply with laws regarding slavery and human trafficking, general use of labor, and working conditions, among other considerations.

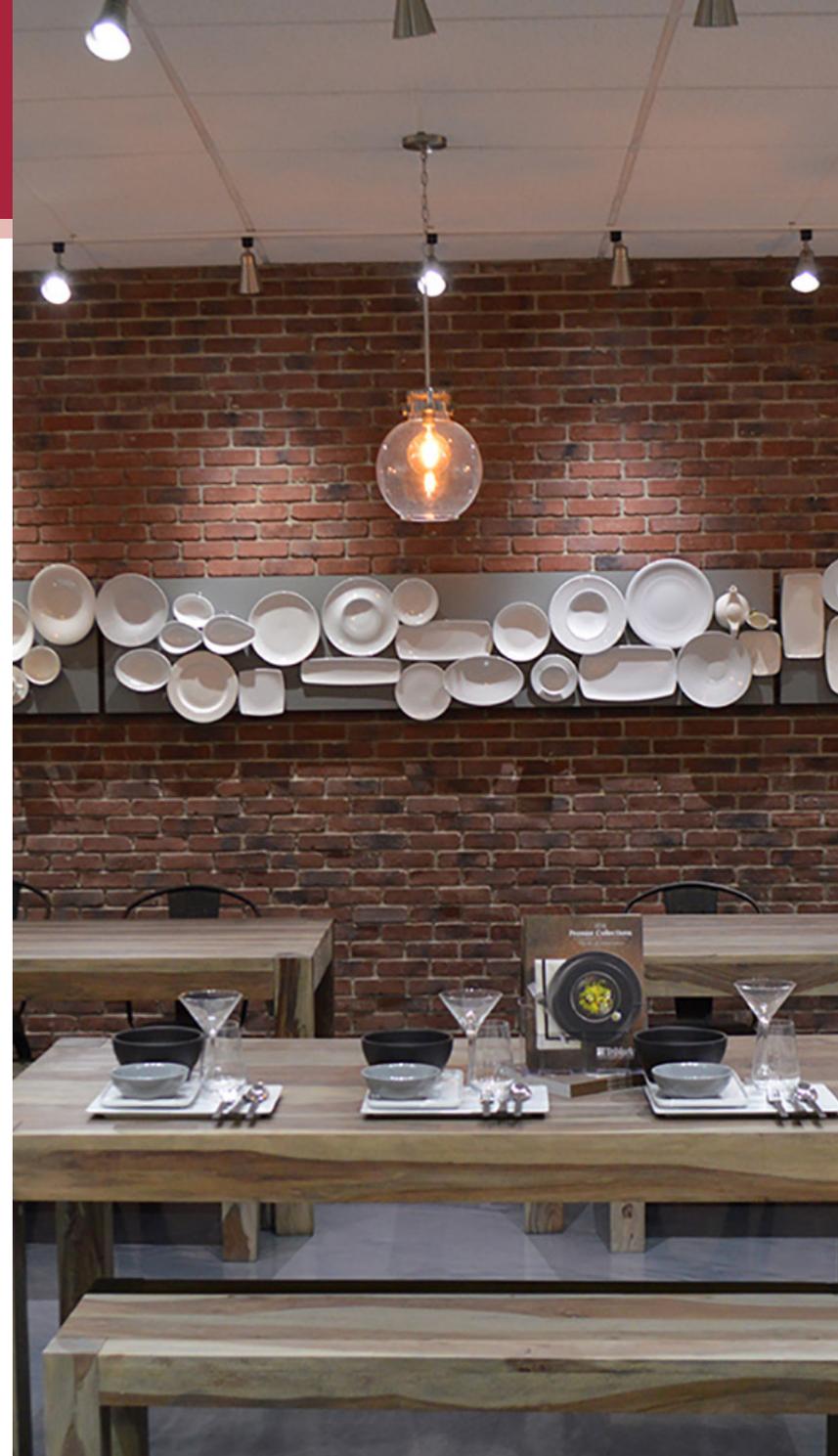
Proposition 65: Suppliers shall not include in the Products provided to TriMark any substance regulated by the California Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health & Safety Code section 25249.5 et seq., or “Proposition 65”) unless adequate warning, as required by Proposition 65, is provided, regardless of whether Supplier is an exempt entity under Proposition 65. If a Product is subject to a Proposition 65 60-Day Notice Violation, TriMark, in its sole discretion, has the right to return all affected units to Supplier, at Supplier costs. Supplier shall immediately notify TriMark if it is in receipt of any 60-Day Notice of Violation concerning any Products provided to TriMark. Supplier shall reimburse TriMark for any losses, fines, or penalties resulting from a Proposition 65 violation caused by Supplier.



6. FOOD AND MEDICAL DEVICE SAFETY AND QUALITY ISSUES

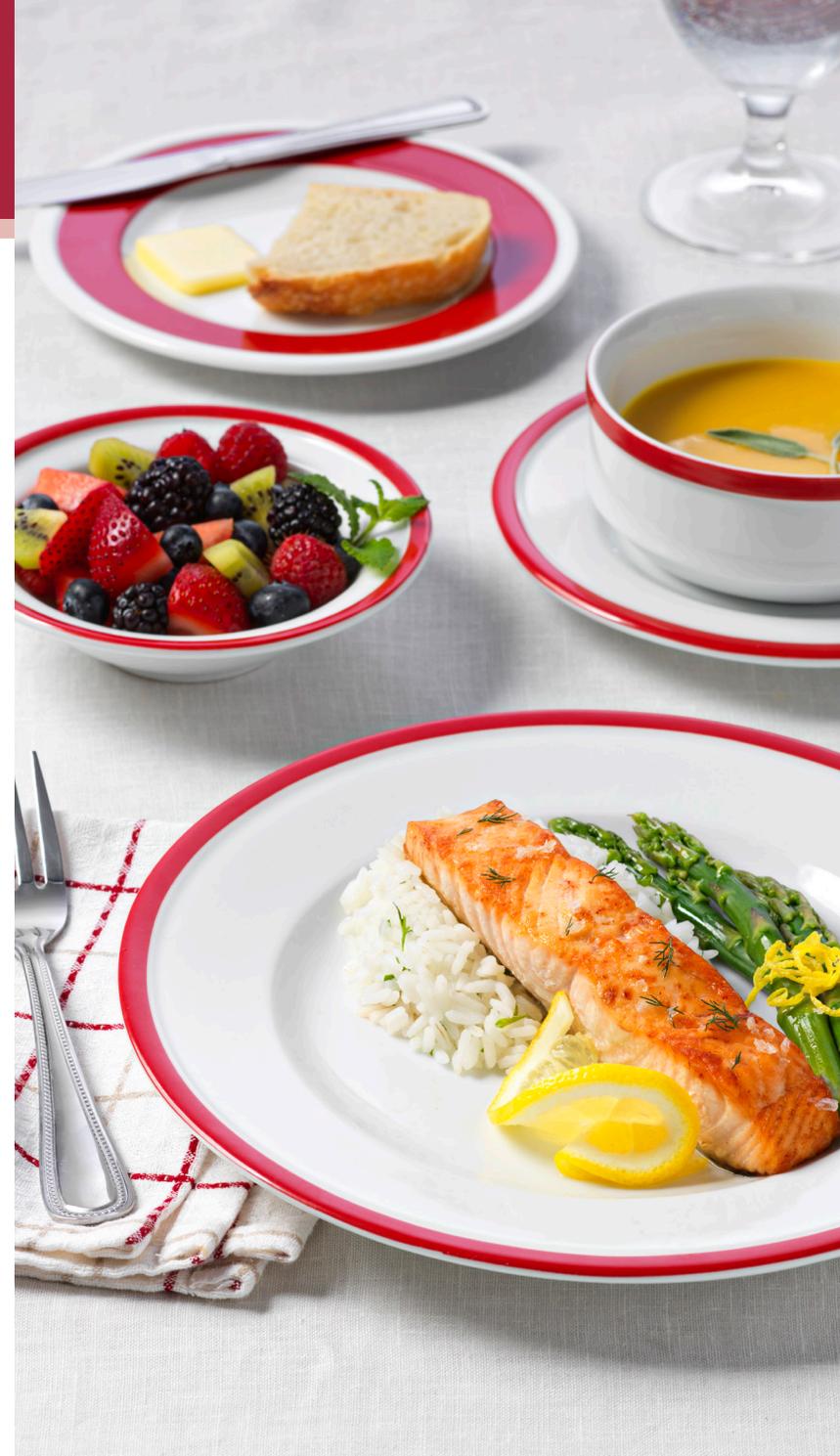
Suppliers shall be solely responsible for compliance with all laws applicable to the manufacture, marketing, distribution, or commercialization of supplied food (including food contact items), drugs, medical devices, or consumer health or medical other products. Supplier shall ensure compliance with all applicable laws and regulations of the relevant Government Authority in the countries in which the Supplier distributes or markets its Products, including but not limited to (i) the requirement for and the terms of all necessary permits, including, without limitation, approvals, clearances, exemptions, and licenses, (ii) current Good Manufacturing Practices (cGMP), (iii) establishment registration and product listing requirements, (iv) labeling, promotion, and advertising requirements, (v) payment of all application, product and establishment fees, and (vi) recordkeeping and reporting requirements other than those applicable to cGMP.

Supplier represents and warrants that it holds all material registrations, clearances, approvals, licenses, authorizations, or permits required by or issued under applicable law, and has made all declarations, submissions, filings, and listings that are necessary to conduct its business and comply with applicable law. Supplier further represents and warrants that Supplier has not received any written notice or communication from any Governmental Authority of any actual or threatened investigation, inquiry, or administrative, judicial, or regulatory action, hearing, or enforcement proceeding against Supplier regarding any violation of applicable law.



6. FOOD AND MEDICAL DEVICE SAFETY AND QUALITY ISSUES

Supplier has no knowledge of any material obligation arising under an investigation, inquiry, or administrative, judicial, or regulatory action, hearing, recall, or enforcement proceeding by or on behalf of the U.S. Food and Drug Administration (FDA) or other Governmental Authority related to or affecting the Products Supplier provides to TriMark. To the knowledge of the Supplier, no officer, employee, or agent of the Supplier has been, or has been threatened to be: (a) debarred under FDA proceedings under 21 U.S.C. § 335a; (b) disqualified under FDA investigator disqualification proceedings; (c) subject to FDA's Application Integrity Policy; (d) subject to any enforcement proceeding arising from materially false statements to FDA pursuant to 18 U.S.C. § 1001 or (i) any enforcement action or legal proceeding related to or arising from the Products Supplier provides to TriMark.



7. PROTECTION OF INFORMATION AND DATA PRIVACY

Suppliers shall comply with all relevant laws and regulations governing sensitive, confidential, and proprietary information and safeguard all information received and provided by TriMark—whether it is TriMark’s employees’ or customers’ information—by ensuring that such information is used only for authorized purposes, only shared with authorized persons, and is properly and securely maintained. Suppliers with access to such information or any other information that is determined to be confidential information or personally identifiable information shall consult with their TriMark business representative with any questions regarding appropriate uses of such TriMark information.

Suppliers shall comply with applicable privacy and information security laws and associated regulatory requirements as well as with TriMark privacy and security policies when personal information is collected, stored, processed, disclosed, transferred, and/or shared.



8. OBSERVING ETHICAL BUSINESS BEHAVIOR

Suppliers shall observe ethical business behavior and practices. Suppliers will take the necessary measures to avoid any act of corruption, extortion, or embezzlement, nor engage in any form of bribery including but not limited to the promising, offering, giving, or accepting of any improper monetary or other incentive. Suppliers are required to uphold fair business standards in their advertising, sales, and competition. Suppliers must comply with applicable antitrust and competition laws that prohibit agreements between competitors that affect prices, costs, terms, or conditions of sale. Suppliers are expected to keep accurate records regarding their activities, structure, and performance, and should disclose these in accordance with applicable regulations and industry benchmark practices. Suppliers shall neither participate in falsifying such information nor in any act of misrepresentation in the supply chain.

9. SUBCONTRACTING

If a Supplier engages a Subcontractor in connection with providing Products or Services (including any materials incorporated into the Products or Services) to TriMark, the Supplier shall cause the subcontractor to comply with this Supplier Code of Conduct.



10. COOPERATION, PROVIDING INFORMATION AND ACCESS

Suppliers are required to inform TriMark of (i) (changes of) the location of their operations or any information relevant thereto, and (ii) (changes of) the location of operations of their subcontractors involved in the production process or any information relevant thereto. Suppliers must also provide information and access necessary for TriMark to establish effective oversight of the business practices employed by its Suppliers and to monitor or validate compliance with this Supplier Code of Conduct.

11. COMPLIANCE MONITORING AND DOCUMENTATION

All Suppliers must maintain necessary documentation to demonstrate their compliance with this Supplier Code of Conduct and provide such evidence to TriMark upon request. TriMark and/or its designated agents maintain the right to take certain actions, such as inspection of production facilities or review of the applicable documentation, to ensure compliance with this Supplier Code of Conduct.



12. RIGHT TO AUDIT AND NON-COMPLIANCE

TriMark reserves the right to audit our Suppliers' compliance with this Supplier Code of Conduct, including review of records or on-site visits to Supplier facilities. If a Supplier fails to comply with the requirements of this Supplier Code of Conduct, the Supplier must take corrective actions without delay. TriMark, in its sole discretion, shall determine whether such actions as well as the timing for their implementation are adequate and sufficient to correct the non-compliance. Failure to comply with this Supplier Code of Conduct will be deemed a material breach of any agreements or contracts that it may have with TriMark, and TriMark will have all rights and remedies under such agreements or contracts, including termination for cause. TriMark reserves the right to immediately terminate its relationship with any Supplier in the event of violations of this Supplier Code of Conduct by such Supplier or any of its Subcontractors, including with respect to the prohibitions on child labor, bonded labor, and life-threatening occupational health and safety violations.

If TriMark terminates its relationship (including one or more of its contracts) with a Supplier due to failure to meet the requirements of this Supplier Code of Conduct, no damages shall be payable by TriMark in connection with such termination. Supplier agrees to indemnify, defend and hold harmless TriMark and its affiliates, officers, directors, members, shareholders, employees, agents, volunteers, and other representatives (collectively, the "TriMark Indemnitees") from and against any and all expenses, losses, penalties, fines, damages, judgements, settlements or liability (including attorneys' fees and costs of investigation) incurred by the TriMark Indemnitees and defend the TriMark Indemnitees against all third party claims, suits proceedings and actions that arise out of or relate to Supplier's violation or failure to abide by this Supplier Code of Conduct.



13. REPORTING MECHANISM

Suppliers are expected to establish adequate complaint reporting mechanisms for employees or personnel who believe they have been mistreated, and to ensure no retaliation against employees who raise complaints in good faith.

TriMark has also established a confidential reporting channel to allow its employees, Suppliers, or members of the public to report concerns about potential violations of this Supplier Code of Conduct without fear of retaliation. TriMark's confidential reporting channel can be reached at (844) 719-1425 or online at [TriMarkUSA.ethicspoint.com](https://www.trimarkusa.com/ethicspoint).

14. MANDATORY LAW EXCEPTION

In the event that mandatory law in a specific market precludes the application of one or more of this Supplier Code of Conduct in a specific supply relationship, Supplier must notify TriMark to request an exemption. TriMark and the relevant Supplier will redefine the requirements such that it comes as close as possible to the original requirement without contravening the relevant mandatory law. All other requirements set forth herein shall remain in full force and effect.



15. DEFINED TERMS

Good Manufacturing Practices (GMP) – a system of processes, procedures and documentation set forth by the World Health Organization to ensure that manufacturing goods such as food, cosmetics, and pharmaceutical products are consistently produced and controlled according to set quality standards.

Government Authority – means any federal, state, or local government body exercising executive, legislative, judicial, regulatory, or administrative functions. Government Authority shall include any agency, branch or other governmental body charged with the responsibility and/or vested with the authority to administer and/or enforce applicable laws and regulations, such as the U.S. Food and Drug Administration (FDA).

Government Official – means (1) an officer or employee of a government or any department, agency, or instrumentality thereof including state-owned or controlled companies (e.g., hospital, radio station, bank); (2) an officer or employee of a public international organization such as the United Nations, World Bank, etc.; (3) a person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, or public international organization; or (4) a political party, political party official, or candidate for political office.

Products – means any foodservice equipment, fixtures, furniture, supplies, food (including food contact items), drugs, medical devices, or consumer health or medical product and any other products provided by Supplier to TriMark.

Services – means any functional service ancillary to the supply of goods, such as transportation and foodservice design and build, and any other incidental services, such as installation, technical assistance, training, maintenance services provided by Supplier to TriMark.

Supplier – means any individual or entity producing or providing Products for TriMark, producing, or providing components that TriMark uses in its Products, and/or performing Services for TriMark.

Subcontractor – means any individual entity utilized by Supplier on its behalf to provide Services or Products to TriMark.

TriMark – means collectively or as applicable TriMark USA, LLC and/or its affiliates: Adams-Burch, LLC; CBA Workforce Solutions, LLC; Chefs' Toys, LLC; Gill Group, Inc.; Hockenbergs Equipment and Supply, LLC; R.W. Smith, LLC; S.S. Kemp & Co., LLC; TriMark Canada Holdings Corp.; TriMark Canadian Supply ULC; TriMark ERF, LLC; TMK Global Holdings, LLC; TriMark Marlinn, LLC; TriMark Private Brands Ltd., LLC; TriMark Raygal, LLC; TriMark Supply Chain, LLC; TriMark United East, LLC; TMK Workforce Solutions, LLC.





Acceptance and Agreement to TriMark's Supplier Code of Conduct

I hereby confirm that I am authorized to obligate the supplier indicated here ("Supplier") to abide, and shall cause the Supplier's affiliates, subcontractors, employees, and agents to abide by the terms of [TriMark's Supplier Code of Conduct](#) (the "Code").

I acknowledge and agree that failure by Supplier or Supplier's affiliates, subcontractors, employees or agents to comply with this Code may be sufficient cause for TriMark to revoke Supplier's approved status and may be considered a breach or violation of any agreements TriMark has with the Supplier. I also agree to sign and provide to TriMark each year the Annual Compliance Certificate attached as Exhibit A.

Accepted and agreed to on behalf of:

Supplier Name: _____

Printed Name and Title of Authorized Signer: _____

Signature: _____

Date: _____



Exhibit A

TriMark Supplier Code of Conduct Annual Compliance Certification

I hereby confirm that I am authorized to sign this Annual Compliance Certification on behalf of the Supplier indicated here ("Supplier"). In accordance with TriMark's Supplier Code of Conduct (the "Code"), the undersigned hereby certifies that Supplier has reviewed its operations and the operations of its affiliates, subcontractors, employees, and agents with respect to goods and services provided to TriMark during the past 12 months and, based on that review, the following statements are true and correct:

- 1) Supplier has complied with all provisions of the Code, including wage and hour and nondiscrimination laws and other laws and regulations governing treatment of its own employees; and
- 2) Supplier is in compliance with all laws and regulations applicable to its business.

Supplier Name: _____

Printed Name and Title of Authorized Signer: _____

Signature: _____

Date: _____



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