



VENDOR GUIDE 2024

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TRANSNATIONAL FOODS

With several distribution centers located throughout the U.S., **Transnational Foods** offers leading supermarkets, wholesalers, dollar stores, convenience stores and distributors a wide range of products, either through its own brands or through private labels

OUR VISION

“Be the most reliable global sourcing company providing the US market with cost competitive quality foods products.”

OUR MARKET

We market our products through five distribution channels:

- Club Stores
- Mass & Grocery Supermarkets
- Pharmacy
- Distributors
- Food Banks

Through these channels, we offer more than 350 skus under our “**Pampa**”, “**So Natural**”, “**Della Natura**” brands. Pampa products are represented across food categories including, canned seafood, canned vegetables, peanut butter and preserves, canned meats, olives and peppers, dry cereal and breakfast bars, tomatoes, vegetable oil, Olive oils, blended oils among others. We are Kosher Certified on most of our products.

Transnational Foods offers more than 35 private label programs to top US retailers.

Transnational Foods is proud to be a vendor partner to many of the top Mass & Grocery Supermarkets, Club Stores, Pharmacy, Distributors and Foodbanks throughout the U.S.

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I. LISTING OF CONTACTS

Miami, USA (Headquarters)

1110 Brickell Ave suite 808
 Miami, FL 33131
 Corporate Phone Number +1 (305) 365-9652
 Fax Number +1 (305) 860-9334

VENDOR PERFORMANCE - Guide

Name	Title	Phone	E-mail
Sean Callahan	CFO	305) 365-9652 Ext: 211	scallahan@tfinc.com

LOGISTICS - Ocean Freight

Name	Title	Phone	E-mail
Juan Carlos Serio	BA - Office Manager	(305) 365-9652 Ext: 237	jcserio@tfinc.com

LOGISTICS – Imports

Name	Title	Phone	E-mail
Patricio Canalda	Operations Manager	(305) 365-9652 Ext: 215	pcanalda@tfinc.com

LOGISTICS - US Domestic Transportation

Name	Title	Phone	E-mail
Michael Gleicher	Transportation Supervisor	(305) 365-9652 Ext: 226	mgleicher@tfinc.com

Merchandising

- To contact your Representative, Call Corporate Office 305-365-9652

Product Development

Name	Title	Phone	E-mail
Ignacio Sangronis	President	(305) 365-9652 Ext: 203	isangronis@tfinc.com
Juan Pablo Caderosso	VP Sourcing	(305) 365-9652 Ext: 2021	jpc@tfinc.com

Accounts Payable

Name	Title	Phone	E-mail
Tamara Rodriguez	Accounts Payables	(305) 365-9652 Ext: 209	trodriguez@tfinc.com

Food Safety / Quality & Reg. Compliance

Name	Title	Phone	E-mail
Daniela Innamorato	QA Director	(305) 365-9652 Ext: 228	dinnamorato@tfinc.com
Nichollee Grady	QC Manager	(305) 365-9652 Ext: 249	ngrady@tfinc.com

Purchasing

Name	Title	Phone	E-mail
Oscar Perez-Zabala	VP Supply Chain	(305) 365-9652 Ext: 224	opzabala@tfinc.com
Guillermo Gomez	Supply Chain Analyst	(305)365-9652 Ext: 283	ggomez@tfinc.com

Certificate of Insurance

Name	Title	Phone	E-mail
Sean Callahan	CFO	(305) 365-9652 Ext: 211	scallahan@tfinc.com
Tamara Rodriguez	Accounts Payables	(305) 365-9652 Ext: 209	trodriguez@tfinc.com

EDI Contact

Name	Title	Phone	E-mail
Yelitza Rodriguez	Accounts Receivables	(305) 365-9652 Ext: 223	yrodriguez@tfinc.com

Category Managers

Name	Title	Phone	E-mail
Ignacio Sangronis	President	(305) 365-9652 Ext: 203	isangronis@tfinc.com
Francisco Young	Executive VP	(305) 365-9652 Ext: 206	fyoung@tfinc.com
Americo Preneste	CEO	(305) 365-9652 Ext: 205	apreneste@tfinc.com

You will be contacted by any of the category Managers above depending on the product supplied.

DISTRIBUTION CENTERS

Hours of Operation 7:00 AM – 4:30 PM Local Time Mon – Fri

Location	Landlord	Address	Contact	Phone #	Email
Houston	Lone Star Integrated Distribution	960 Pleasentville Road, Houston, TX 77029	Sam Garcia	713.227.2381	sam@lsid.com
Los Angeles	Alameda Distribution	1820 E 48 th Place Unit B, Los Angeles, CA 90058	Roger Hernandez	562.776.5206	roger@rhservicesinc.com
Laredo	Latin Foods Logistics, LLC	8430 San Gabriel Drive, Laredo, TX 78045	Shelby Lopez	956.724.4877	shelby.lopezl@latinfoodslogistics.com
Miami	Gambit Logistic	12480 NW 25 th Street, Suite 100, Miami, FL 33182	Graciela Barndiaran	305.477.5102	gbarandiaran@gambitusa.com
Chesapeake	TF Warehouse	2034 Atlantic Ave. Suite 103-104 Chesapeake, VA 23324	Luke Speno	757.827.6962	lspeno@tfinc.com
Suffolk/ Norfolk	Calcartage	375 Kenyon Road, Suffolk VA 23434	Jammie Faiz	757.538.3201	jfaltz@calcartage.com

II. TRANSNATIONAL FOODS GLOSSARY

ETA (Estimated Time of Arrival) - The date the merchandise is expected to arrive at the appropriate Transnational Foods distribution center.

Core - Items are carried every day in Transnational Foods' product line and are reordered monthly.

EDI - Electronic Data Interchange, an electronic method of exchanging information such as purchase orders and invoices.

Domestic Purchases Only-Freight Terms - 1) FOB Collect – Transnational Foods is responsible for transportation coordination, content, and cost, 2) Freight Prepaid – The vendor is responsible for the transportation coordination, content, and cost.

Non-Core - Items such as seasonal or closeouts not carried in the Transnational Foods daily product line

Order Date - The date the purchase order was issued.

Perishable Items - Items that require date coding.

Purchase Order Number - A unique binding number assigned by Transnational Foods sent to a supplier for an order.

Ship date - Date that the vendor is expected to ship product.

Ship Point - Vendor address from which the shipment will originate.

Ship to Address - The name and address of the port in the US to which merchandise is to be shipped.

SKU - Stock Keeping Unit, a six-digit number assigned to all Transnational Foods merchandise.

FSP - Food Safety Plan.

REPOSITRAK - provides Internet-based solutions for food, drug, and dietary supplement retailers, wholesalers, and suppliers. It focuses on offering compliance management, to track and trace solutions for food safety.

NIF - New item form.

IFS – Importing Security Filling

NEW PRODUCTS

I. NEW VENDOR FORM (NVF)

Will be sent to vendors and will need to be filled out. The form needs to be sent when:

- starting the business relationship

The NVF includes the following sections:

1. Vendor Business Information
2. Actual Manufacturing Facility Information
3. Prop 65 acknowledgement
4. Bank & Customer References

NOTE

- *The NVF form fully completed needs to be returned 1 week or less, after receiving it.*
- *If the question does not apply to your situation, please enter "N/A", showing that the cell was not left blank by omission.*

II. NEW PRODUCT/ LABEL AND VENDOR QUESTIONNAIRE:

- **New Item Form (NIF)** will be sent to be fully completed. The form needs to be sent or resent in any of the following circumstances:
 - starting the business relationship (one per product)
 - when new products are presented
 - if there are changes in the product formula or in regulations.

The NIF includes the following fields:

1. Vendor/ Facility Information
2. Product Characteristics
3. FDA Facility Information
4. Product Characteristics
5. Nutrition Facts (From a Nutritional Analysis)
6. Label Information (claims – warnings – etc.)
7. Food Safety Compliance
8. Microbiological Values
9. Physical and Chemical Characteristics
10. Shelf life, Storage & Cooking recommendations.
11. (**) Packing Details & Vendor logistics Information.
12. Vendor Approval.

NOTE

- *The NIF form **fully** completed needs to be returned 1 week or less, after receiving it.*
- *If the question does not apply to your product you must enter "N/A" showing that the cell was not left blank by omission.*
- *If an updated NIF is not received within 7 days of changes to previous one on file, you may be subject to penalty (see appendix of charges)*

Important. () Packing Details & Vendor logistics Information.**

The container optimization is performed based on the measurements and weights supplied by the Vendor on the NIF. If the measurements and/or weights are wrong or inaccurate, the result will be poor

load optimization, and consequently, vendor's company will be assessed an "Incorrect NIF Information Fee" of **\$3,000**.

- **Label Specifications** (Label and Packing Dieline & Print Specification)
 - *It will be sent together with the NIF. It needs to be returned 1 week or less after receiving it.*
- **Samples** All vendors are expected to provide samples (2 cases) of a new product to the Transnational Foods Buyer. These samples should meet the size, weight and pricing requirements as negotiated with the Buyer. For example, if the Buyer negotiates with a vendor to purchase 12-ounce cans of tomatoes priced 2 for a dollar, the sample should be a 12-ounce can of tomatoes priced 2 for a dollar, not a 6-ounce can of tomatoes priced fifty cents. If you have any questions regarding product samples, please contact your Buyer.
- **Product Images** All vendors are expected to provide live samples of a new product to our image-processing department. These samples should reflect the exact dimensions and packaging of the final production product. All items submitted for imaging must include UPC code and the Transnational Foods lot number clearly identified on the bottom of the sample. It is particularly important that samples submitted reflect the packaging that is planned to be shipped to Transnational Foods. Mock-ups must be identical in size to the production product; Mock-ups must reflect the packaging look of the production product; Production product must be sent to Transnational Food's offices to replace the mock-up as soon as feasible.

If you have any questions or need information regarding product imaging, please contact **Dolores Ruiz Ferrero** at: drferrero@tfinc.com Phone Number: **(+54) 11 4806-5928 / +1 (305) 365-9652 ext. 236**.

- **Nutritional Analysis Lab Testing:** the Nutritional Analysis Lab Testing (NALT) confirms that the values provided in the product specification or packaging (Nutritional Facts Panel) are correct. The NALT must be sent prior to printing the final packaging. Every new food item requires a NALT, and it must be renewed biannually (for continuing items). Lab tests shall be performed at a 3rd party food testing laboratory. The laboratory report will be sent to TF to be archived.
- **Product Laboratory Testing:** To demonstrate product safety, quality and compliance, all items supplied to Transnational Foods require laboratory testing. The results will be written in or attached to the Packing List that arrives with every shipment. (Please See. *XI SHIPPING DOCUMENTATION REQUIRED*). TF will randomly take samples of all items at least once a year and send them out for laboratory testing.
- **Product Laboratory Testing Failures:** laboratory testing failures will be communicated and managed with TF's QA Department.

NOTE: When product samples are required

- Please ensure that samples are shipped in sturdy boxes to maintain product and packaging integrity.
- **If the products are perishable:** Package all products in dry ice for shipping.

- **If the products are breakable:** Package each product in bubble wrap, peanuts, shredded paper, etc.

III. CERTIFICATE OF LIABILITY INSURANCE

All Vendors shall keep in force and effect Comprehensive General Liability Insurance, including product liability and contractual liability coverage with minimum primary policy limits of not less than one million dollars (\$1,000,000) per occurrence, and with a minimum aggregate limit of not less than two million dollars (\$2,000,000). In the event the general liability policy has a limit of less than \$1,000,000 per occurrence, \$2,000,000 aggregate, the requested sum may be provided via an umbrella or excess liability policy.

The insurance policy must be written by a carrier with an A. M. Best's rating of at least A-VIII. Some exceptions may apply, and additional limits may be requested for certain products. If A. M. Best's rating is not available, a similar rating by a credible rating organization will be considered.

The policy should be in effect for no less than 18 months after the arrival date on which the last product is provided to Transnational Foods. In the event the policy expires after the order is placed, but before delivery, the policy must be renewed with similar terms and conditions as the expiring policy. Vendor shall provide Transnational Foods with current certificates of insurance, and policies shall contain a provision that there will be no cancellation, reduction or non-renewal in coverage without first giving Transnational Foods 30 days' prior written notice.

Transnational Foods must be named as certificate holder or additional insured in the policy.

Vendors failing to submit a certificate of insurance will be considered non-compliant and risk the interruption of orders or being discontinued as a Transnational Foods vendor.

Please send all proof of insurance to:
Tamara Rodriguez: trodriquez@tfinc.com and
Sean Callahan: SCallahan@tfinc.com

VENDORS LIABILITY – Vendor's insurance shall in no way limit Vendor's liability or obligation to indemnify completely the indemnities.

IV. INVOICING

Lack of adherence to invoicing standards and incorrect information results in lost time for Transnational Foods and delayed payment of invoices for our Vendors. Transnational Foods requires vendors to comply with the invoicing guidelines set forth below to ensure timely and accurate payment of invoices by Accounts Payable. Failure to comply with these guidelines will be considered a deterioration in vendor performance and may result in a reduction in payment or a chargeback.

Mail invoices to:

**Transnational Foods, LLC.
1110 Brickell Ave suite 808
Miami, FL33131**

Or alternatively, invoices may be sent via email to: AP-TF@tfinc.com

All invoices must have the following information:

- Vendor name and address
- Invoice number
- Invoice date
- Transnational Foods purchase order number
- Ship to Transnational Foods Port
- Terms and due date
- Cash discount on invoice gross, when applicable
- Invoice amount detail:
 - a. UPC
 - b. Item description
 - c. Quantity shipped in selling units
 - d. Cost per selling unit
 - e. Extension of cost times quantity
 - f. Invoice amount detail
- Total amount
- Net total with applied discounts where applicable

Do not bill for merchandise prior to physical shipment of merchandise.

Transnational Foods strives to pay vendors in a timely manner. Exceptions may be the result of discrepancies between the purchase order and the invoice: pricing, quantity, and/or terms.

Transnational Foods performs a 3-way match: purchase order, warehouse receipt, and invoice. Payment is based on the match and driven from the terms and conditions of the purchase order.

To ensure prompt and accurate payment, it is imperative that the information on the purchase order is verified prior to the shipment of the product. Contact the Transnational Foods Customer Representative for resolution of any purchase order discrepancies prior to shipment.

Inquiries should be addressed in writing with as much supporting documentation attached to the inquiry as possible. Inquiries will be addressed in the order received, regardless of how the documentation is delivered (U.S. mail, overnight mail, fax, e-mail).

If a satisfactory response to inquiries is not received within 60 days, contact the Accounts Payable Supervisor. (Please reference the section titled **Introduction** for the Listing of Contacts.)

V. CREDIT INFORMATION

We look forward to doing business with your company. To facilitate the set-up process, we are providing you with our company and bank information.

Company Information

Transnational Foods, LLC.

Phone: (305)-365-9652

Fax: (305) 860 -9334

Type of Business: Importer and Distributor of Food products for Retailers, Wholesaler and Distributors

Address: 1110 Brickell Ave, Suite 808, Miami, FL 33131

Type of Ownership: Limited Liability Company (LLC)

D&B reference number: 12-524-4009

Federal Tax.ID: 47-4351781

Years in Business: 22

E-Mail: info@tfinc.com

Web site: www.transnationalfoods.com

Trade / Credit References (Domestic)

Company Name	Contact Name	Phone Number	Doing Business for
CH Robinson	Andy Hutson	(800) 428-5377	19 years
John Steer	John Sherman	(305) 858-1110	19 years

Banking Information

Company Name	Contact Name	Phone Number	Doing Business for
Amerant Bank N.A.	Alexis Pascual	(786) 805-6584	11 years

Trade / Credit References (International)

Company Name	Contact Name	Phone Number	Doing Business for
Agd/Niza	Alejo Holzer	(+54) 11 4310-1837	18 years
Multifoods	Michael Debakey	(+511) 251-2617	10 years
Blue Bird S.A	Marcelo Sheppard	(+59) 82-200-1001	16 years
Oligra S. A	Christian Anacondio	(+54) 11 4115-6700	15 years
Catoex	Nicasio Muguira Mason	(+52 271) 714 4644	10 years

For any additional information needed, please contact:

Sean Callahan-CFO

SCallahan@tfinc.com

(305) 365-9652; Ext: 211

III. DOCUMENTS FOR FOREIGN SUPPLIERS' VERIFICATION PROGRAMS

1. General

As Food Importers we are responsible for the food safety of the products sold throughout the United States. To better reflect our responsibility and commitment to food safety along the supply and distribution chain, we evaluate suppliers for their: Food Safety Plan (FSP), Certificates of Analysis (COA's) (where applicable), and by requiring specific documentation to evidence compliance with the regulations.

To fulfill this activity, TF hired a Qualified Individual in Preventive Controls and Foreign Supplier verification Programs, who, in addition to other activities, evaluates that the manufacturing and other companies of the supply chain (including, primary production, delivery and deposit), comply with the FSMA requirements and other complementary requirements.

While FSMA rules include and recognize safety programs such as HACCP for Fish / low acid canned food regs. / Juices / NCIMS dairy), in TF we extended the requirement for risk analysis based on preventive controls.

FSMA exceeds and covers other regulations of the Code of Federal Regulations (CFR), which in some cases have been amended to observe compliance with the law, for example: 21 CFR Part 101 - Food Labeling: Revision of the Nutrition and Supplement Facts Labels (CFR, Title 21, Parts 70 to 82 sections 601,706- 201,402 and others, for color additives.

2. FSMA Documents

To work with TF, all companies including *juices*, *fish* and *dairy* processors shall:

A. Upload to Repositrak a food safety plan in English with the following contents:

- a. Facility Information
- b. Preliminary Steps (Company overview – Food Safety Team – Product and process description)
- c. Good Manufacturing Practices (GMP) & Prerequisite Programs
- d. Hazard Analysis & Preventive Controls Determination
- e. Process Preventive Controls
- f. Food Allergen Preventive Controls
- g. Sanitation Preventive Controls
- h. Supply-Chain Preventive Controls
- i. Recall Plan
- j. Reanalysis of Food Safety Plan
- k. Record Keeping Procedures
- l. Signature and Date

Notes:

- The food safety plan (FSP) is **one per facility** and **one per product**, except when the products can be grouped, and the manufacturing processes are the same or very similar.
- Also keep in mind that the FSP, Hazard Analysis and the control activities must specifically identify the products.
- During the FSP review, support documents or records, for example: "pesticide-free" certificates of analysis, pasteurization validation studies, industrial sterilization, as well as records of allergen verification controls or other to prove the food safety might be request.

B. Upload to Repositrak a Food Defense Plan with the following sections:

- a. Facility Information
- b. Product/Process Descriptions
- c. Vulnerability Assessments
- d. Mitigation Strategies
- e. Food Defense Monitoring Procedures
- f. Food Defense Corrective Actions Procedures
- g. Food Defense Verification Procedures
- h. Supporting Documents

i. Food Defense Plan Signatures

C. Information for labelling:

According with FDA's labeling guidance, to fully comply with 21 CFR 101, a Nutritional Certificate of Analysis (NA) together with "claims" evidence are required.

To start the labeling design TF's team, must have received the following information:

- NIF
- Nutritional Analysis
- All the applicable claims with the 3rd party evidence (ie. GMO lab. Certificate, Organic USDA 3rd party certification – Kosher certification, etc.)

Note:

The new nutritional panel and labeling rules (including claims and warnings statements) took effect January 1st, 2020.

List of all documents that must be uploaded in English to Repositrak:

- FDA Registration, by Facility.
- Food Safety Plan
- Food Defense Plan
- HACCP Flow Chart
- Third Party Food Safety Audit Certificate
- Third Party Food Safety Final Audit Report
- PFAS Compliance Statement
- California Proposition 65
- Certificate of liability Insurance
- Food Canning Establishment (FCE) Registration #
- DUNS Number
- Emergency Contact Number
- Intentional Adulteration ID & Mitigation Individ Training Cert.
- Kosher Certification
- Non- GMO 3rd Party Certification
- PCQI Preventive Control Qualified Individual Certification
- Organic If applicable
- Social and Ethical Compliance Statement

D. Notifications, Information Letters with Regulatory Updates or other.

You will be receiving notification letters, mostly related to regulatory updates, new quality requirements or other. You are expected to read, and when applicable, you will check your products and processes and will make sure that you comply with the requirements mentioned. Once you sign the acknowledgment, you will either need to upload the note to Repositrak or to send it.

Note:

In case of a dispute, claim or similar, TF will use the signed document as evidence in its favor.

E. Changes Communications

If the product, processes, ingredients, recipes, specifications, and packaging change, you shall communicate to **TF Quality Director (Daniela Innamorato- dinnamorato@tfinc.com)** within **72hours of the change.**

The changes that are important are those related to Food Safety Hazard Analysis, Social and Ethical Compliance or other regulations.

IV. MERCHANDISE ON HOLD/ WITHDRAWS/ RECALLS/ RETURNS/ CORRECTIVE ACTIONS

1. Non-Compliance

- If the vendor realizes their released product does not comply with food safety, quality or other specifications, an immediate notification needs to be sent to Food Safety, Quality & Regulatory Compliance Department (*please see contact information in Page 4*).
- If Transnational Foods receives overages, incorrect merchandise, mislabeled merchandise, incorrectly packed, loaded, or damaged merchandise, the Vendor will be immediately notified, and TF will act accordingly to the scope of the failure impact extension.
- If Transnational Foods receives a notification/ detention/ import rejection letter or similar, from a Regulatory Agency (FDA/USDA) the Vendor will be immediately notified, and TF will act accordingly to the scope of failure impact extension.
- In case of a recall, Transnational Foods will immediately notify the vendor's first contact to make sure that the failure's extension is well defined, and also to ensure the correct implementation of the Recall Procedure.

Transnational Foods will put on HOLD, all food safety or other compromised products and will do one or more of the following:

- In case of USDA/FDA intervention, will notify the actions required such as 3rd party sampling / inspection / analysis or other.
- Notify of the alternatives for product final disposition, including among others: returns, disposal, re- importation etc.
- Notify of the costs involved as well as the impacts and possible consequences.
- Send a Corrective Action Form defining the scope of the failure, which will include pictures and /or other evidence found.

**** In Exhibit B of this guide, you will find the fee and charges applicable if non compliances are found.**

IX. SHIPPING DOCUMENTATION REQUIRED

It is very important to follow the instructions below when completing and submitting shipping documents.

- All data/documents (invoices, food safety and legal documents) must be completed in English.
- Complete your company name and address.
- A full description of goods must be printed (no abbreviations will be accepted). The description of the goods that can be used is included on the PO sent to you by TF.

- Our PO number must be included in all documents.
- FDA Registration Number and Address (This address and number should be of the production plant). Please note that even if the plant address is on the letterhead, it should also be included under the FDA registration number.
- FDA additional data if applicable (SID, FCE#'s, Item Dimensions corresponding to the SID)
- Packing List: each PO must be accompanied by a Packing List containing the applicable test results (Physical, Chemical and/or Microbiological). The test results placed in the Packing list shall be used to support the food safety and quality of each lot in the shipment. (Please see the example below)

The references are all in accordance with FDA/USDA guidelines and protocols as well as the applicable regulation to ship food within TF Specifications.

- The descriptions on the invoice and B/L must be the same.
- Packing list must include Purchase Order number, batch code/lot number, expiration and production date.

Packing list form example:

(Please Print on your company letter head)									
Shippers Info Company Name: Address: Phone:			Invoice #:				Date:		
PACKING LIST									
Consignee: Transnational Foods Inc 1110 Brickell Ave. Suite 808 Miami, Florida 33131 Phone: (305) 365-9652							Shipment Data: Vessel: ETD: POL: POD:		
P.O.#	Container #	Item Code	Batch No.	No. Pallets	Quantity	Expiration Date	Unit	Analysis	
								Chemical - Physical (Spec's. Unit)	Micro (Spec's. Unit)
Name and Signature		Notes					Name and Signature		
Shipping Supervisor	Date						Food Safety & Quality Manager (PCQI)		Date

A copy of all documents must be submitted to the import department for approval. If documents are incomplete and/ or do not meet all the above requirements, we will refuse them and ask for revisions. Original documents (if needed) must be sent upon reception of TF approval. Please surrender B/L and instruct telex release if possible.

NOTE: In Exhibit B of this guide, you will find the charges applicable for non-conformities found.

X. RECEIVING REQUIREMENTS

1. General

Transnational Foods performs quality checks on every item. To maintain product flow and accurate payment of invoices, all products must conform to purchase order agreements, and the requirements listed below.

When an item does not meet purchase order agreements and below requirements, a CAPA (Corrective Action Preventive Action) Report will be sent to the vendor representative to be completed according to the non-conformity. Please note that each non-conformity is reviewed and depending on the severity and/or reoccurrences, applicable charges will apply.

Live Loads

Transnational Foods requires appointments. If the driver does not have a confirmation number and appointment time or if the confirmation number and appointment times are invalid, the driver will be directed to call his or her dispatcher.

Failure to meet the appointment time assigned/requested or failure to obtain an appointment prior to delivery creates additional administrative work and can deteriorate receiving performance. Due to this, failure to meet the appointment time assigned/requested or failure to obtain an appointment prior to delivery may result in a charge back.

Bills of Lading and Packing Lists

Transnational Foods requires the carrier or vendor to provide in English, a legible bill of lading consigning a shipment to the proper Transnational Foods destination for each shipment. Complete and accurate bill of lading and packing list information is critical for productive and accurate receipt of product at the Warehouse and timely payment of invoices by Accounts Payable.

Vendors that do not supply a complete and accurate bill of lading and packing list will be subject to a charge back.

The bill of lading must list the following information:

1. Vendor Name and Address
2. The complete Transnational Foods Destination Address
3. Total weight and carton count
4. Transnational Foods Purchase Order Number with the associated
5. Description/Item and UPC
6. Number of cases and/or selling units shipped per SKU per P.O.
7. Ship Date
8. Total Number of Cartons on Container

Note: *If it is not possible to indicate all this information on the bill of lading, vendors must attach a copy of the packing list (please see above sample packing list) with this information to the bill of lading.*

However, your bill of lading must include the Transnational Foods department and purchase order numbers.

Shortages/Overages

Vendors are required to ship all purchase orders as written with exact quantities requested.

Incorrect quantities slow down, and in some cases, stop the receiving process, and cause delays in payment. In addition, incorrect quantities make it difficult to maintain proper in-stock levels for our

customers and maintain excellent inventory turns. Failure to ship the quantity stated on the purchase order may result in a vendor charge back.

Correct port

Transnational Foods has many ports of discharge. Failure to send the product to the appropriate port of discharge results in lost sales, decreased turns, increased labor, and increased transportation costs. It is imperative that purchase orders are shipped to the correct port.

Documents

The following are the documents required for products to be admitted into the United States by USCBP. Vendors need to prepare and send them to the e-mails referenced below.

- ISF (Importing Security Filing) – sent to: TenPlusTwo@tfinc.com
- Commercial invoice
- Packing list
- HBL
- MBL
- Certificate of Analysis
- Certificate of Orig
- Health Certificate if applicable
- Phytosanitary Certificate if applicable

Documents@tfinc.com

Note: ISF must be filled **48 hours** before vessel departure at origin. Late ISF filling can be fined up to \$10,000 by US Customs.

Pallet and Slip Sheet Loads

All loads whether floorloaded, palletized or slip sheet, must be shipped with sufficient proper bracing and desiccant bags and/or container liners.

Loads arriving without and/or improper desiccant bags results in condensation (see below). This causes damage to products upon receipt, resulting in additional labor and delayed production.



Shipping labels are to be facing out with 2 to 4 labels per master case, opposite one another.

Transnational Foods recommends a stacking height of 62 inches. Product should not extend over the edge of the pallet and should have only one SKU per pallet. Pallet loads should not exceed 2500 pounds.

Loads with more than one sku per container, each sku must be segregated. This can be done by placing indicators, for example a thin slip sheet, wrap, net, etc. Purchase orders and lots must not be mixed up on a pallet or slip-sheet. *See: Exhibit B of this guide, you will find the charges applicable for non-conformities found*

To ensure load stability and eliminate confusion at check-in, consistent interlocking pallet patterns are preferred. Column stacked loads should be stabilized with shrink-wrap and have consistent layers. The use of bands to stabilize loads is discouraged due to the increased work and safety hazards they present in the warehouses. If there is void space in the container, fill void space with air bags and/or secure load locks to secure the load.

Pallet Loads- The following pallets are **NOT** accepted. See below:

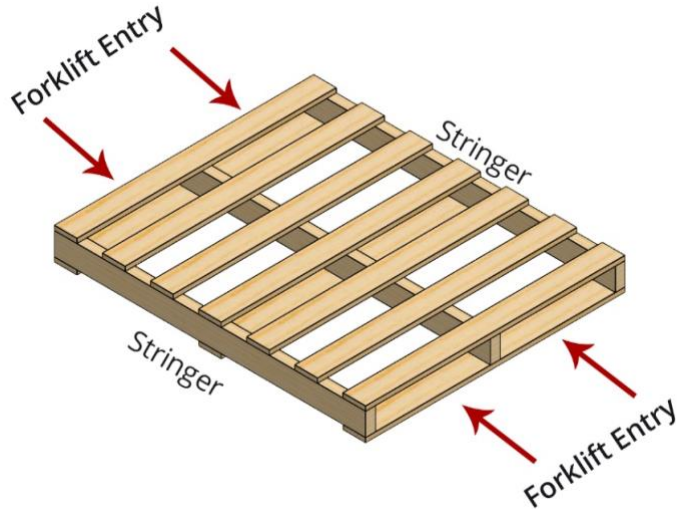
Block Pallets



Plastic Pallets



2-way Pallets



All pallets must be 40 X 48 inch, universal 4-way GMA standard pallet. Pallets must have both the front and rear running boards on top and bottom, no missing slats on top, and must not have been repaired more than once.

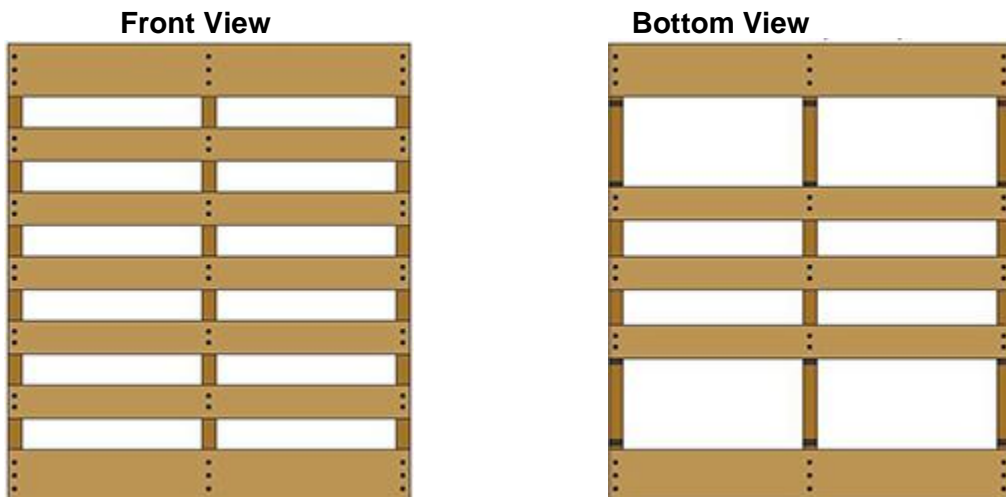
The pallets provided must be Class "A" or better.

Any damaged or under class "A" pallets received into our warehouses must be restacked on good pallets prior to completion of the delivery. A charge of \$25 per bad pallet, may be deducted from the purchase order invoice at the time of payment.

Slip-sheet loads- must be secured by shrink-wrap or tape to maintain load stability when product is slipped off.

Protective sheets should be placed on the pallet for bagged or baled products and on top when products are doubled stacked.

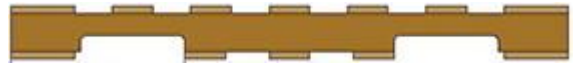
Acceptable Pallet: 4-way 40x48 GMA Pallet



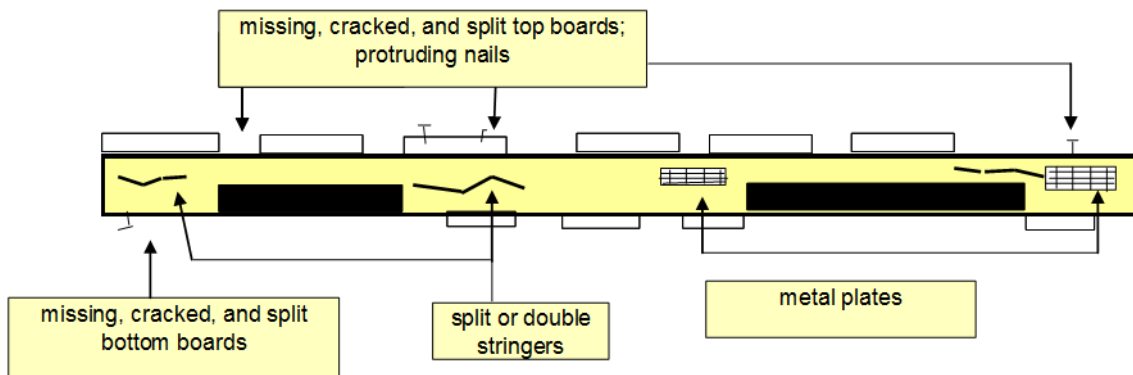
End View



Side View



Example of a bad pallet
(Reasons to reject a pallet)





Floor Loads

Floor stacked product must be tied in, or column stacked and secured with some form of bracing (plywood with 4x4 or straps) and/or air bags to prevent movement and damage. Loads must be properly and neatly stacked. Loads that are in a mess or disarray, bent or crushed cartons resulting from improperly loaded product often results in damages and/or loss of sales. These non-conformities may result in refusal of load and/or subject to penalties.

Correct Merchandise

The merchandise received must be the same merchandise described on the purchase order.

Shelf Life

All products received must have at least 80% of their shelf life at the time it is received into our DC. The time will start counting from the moment we open the container at destination (any warehouse in the US, Mexico, or Canada)

All cases will be checked at receiving and suppliers will be notified if any product is short dated. From that moment the product will be available for the supplier and kept in our facility for a reasonable time waiting for supplier's instructions.

All storage and disposal charges if applicable will be charged to the supplier.

Bracing

When loading, the merchandise should be placed in a secure manner. The load should be secured with a strong netting, plywood with 4x4. Airbags or similar may be used as fillers. All bracing must withstand the weight of the product upon impact.

Labels

As mentioned in this guide, all products received must bear the last version of the label approved by our QA Department. Failure to comply with this requirement will lead to a “Wrong Label / Wrong Barcode Fee” **See:**

Transnational Foods may opt to return the product to the vendor if a solution may not be possible or the final re-worked product does not meet the minimum TF’s standards of quality.

These are a few examples of wrong labeling:

- a- Label fails to bear all/some claims (health, allergens, ingredients, weight, etc).
- b- Label is not readable due to poor printing (words fading, wrong ink colors, etc.)
- c- Barcode is not readable by barcode scanners.
- d- Barcode reads but does not correspond to the product.

Glass Jars Vertical Load Resistance

Despite any other characteristics, the final glass containers have to ensure the integrity of the product during normal handling. The following standards applies for Glass Jar packaged products, your company supplies to Transnational Foods:

Minimum Glass Jar Resistance: 1,000lbs to vertical load (tested under ISO 8113:2004 Method)

Suppliers will be held responsible for any damage and other expenses resulting from supplying products in glass jars that do not meet this minimum standard.

Cases Vertical Load Resistance (2 load resistance cases)

The boxes and trays from the master case should have the strength to maintain their structure during normal handling and storage. The product will be stored on pallets, up to 90in, and should be able to double stack without compromising the integrity and quality of the Product. Upon Receipt of product, if box construction is found to not meet minimum packaging specifications, then Corrective Action will be submitted, and product may require to be re-boxed at the expense of the Supplier.

Note: Vendor should notify Transnational Foods, if due to the nature of product, double stacking is not recommended.

XI. TRANSPORTATION

All purchase orders must be shipped completely as ordered by Transnational Foods. Any deviation may result in a charge back.

Full Containers (FCL) Mode

The product will need to be loaded securely to prevent any damage from occurring while in transit by using air bags, or other packing material to brace the product tightly inside the container. Protective netting/plywood bracing is required and when container moves will be "Shipper Load & Count". Transnational Foods will not be responsible for shortages, but instead, the charges will be deducted from the vendor's invoice.

To avoid boxes from getting wet or moisture, silica gel bags will be required in number and size suitable to the load and container.

Examples of Transportation Violations **

The following will be considered deterioration in vendor performance and may result in charge backs.

- **Failure to ship a purchase order complete** as written charges for logistic inefficiencies will be applied
- **Failure to ship on time** charges for Loss sales will be applied
- **Carton or product mislabeled:** additional labor, administrative, or freight charges to re-label cases. All of these will be charged back to vendor
- **Failure to properly secure and load the product** may cause a PO to be refused. If refused, a charge back will apply for any additional transportation costs. If not refused, a charge back will apply for additional labor

TIMELY RECEIPT OF SHIPMENTS **

To maintain in-stock levels for our customers and sustain distribution center flow, Transnational Foods requires all shipments be received no later than the Delivery Date indicated on the purchase order. To avoid time-consuming follow up, research, and the possibility of a charge back, please comply with these dates.

All vendors should notify Transnational Foods via electronic mail no later than one month in advance of a shutdown including vacation, holidays, etc.

PO confirmation

All vendors should confirm via email the receipt of each purchase order no later than 24 hours from receipt date. Confirmation implies agreement with price, quantities, ship dates, payment terms and incoterms. Any objection should be notified at this time

Important Note: Orders should not be confirmed by phone or by fax.

XII. LEGAL TERMS AND CONDITIONS FOR SALE OF GOODS TO TRANSNATIONAL FOODS

- Purchase Orders constitute a binding contract between the Vendor and Transnational Foods for the sale and purchase of the goods referenced in such Purchase Orders ("Goods") unless rejected in writing by Vendor within three (3) business days as from the order date contained in such Purchase Orders.
- Transnational Foods is under no duty to inspect the Goods before resale, and payment shall not be considered acceptance and shall not bar Transnational Foods' right to revoke the Goods. Unless a signed agreement to the contrary exists, all Goods deemed for reason by Transnational Foods to be defective shall, at the option of Transnational Foods, be deemed revoked and may be returned to Vendor and Vendor agrees to fully reimburse Transnational Foods for all costs and expenses, including Goods costs, freight costs (inbound and outbound) and any other handling charges incurred. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of the trademarks, trade names and other identifying information of Transnational Foods and its affiliates from all revoked Goods; and Vendor further agrees that

it will not use, resell or otherwise transfer any revoked Goods to any third party without the express prior written consent of an officer of Transnational Foods.

- iii. Transnational Foods shall have no obligation to compensate Vendor for or return to Vendor any goods shipped to Transnational Foods in excess of or different from those Goods referenced in the Purchase Order, and Transnational Foods shall take title to any goods in the same manner in which it takes title to those Goods specifically ordered pursuant to the applicable Purchase Order. The per unit price of the Goods ordered under such Purchase Order shall be automatically reduced to account for all such excess or different Goods received by Transnational Foods.
- iv. In efforts to maintain solid relationships with our partners, Transnational Foods will provide a courtesy of 5 days window where ship dates can be modified at no fee. All of our partners will have 5 days from the date the PO is sent to request modifications of ship date and/or order quantities. After this period, if a PO is dropped off at the port after the requested Ship Date, the following deductions/chargeback may be enforced:

Days Late	Fee
5-7 days	1% of FOB value (maximum charge of USD1,000)
8-14 days	3% of FOB value (maximum charge of USD3,000)
> 14 days	5% of FOB value (maximum charge of USD3,000)

- v. Transnational Foods shall have the right, upon notice to Vendor, to offset and/or deduct from any monies due to Vendor (related to past or future invoices) any necessary adjustments that, at the sole discretion of Transnational Foods, may be applicable for Goods deemed by Transnational Foods to be defective, in excess of or different from those Goods referenced in the applicable Purchase Order.
- vi. Vendor warrants that all Goods comply in every respect with all laws, rules and regulations of the United States of America ("USA") and each state of the USA, and were produced, manufactured, packaged and labeled in compliance with all such laws, rules and regulations. Vendor further warrants that none of the articles of food shipped or sold by it are or will be adulterated, mishandled or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, and the Nutrition Labeling and Education Act of 1991, as amended.
- vii. Labels and any other Transnational Foods marks and logos, including without limitation, the following trademarks or tradenames: *So Natural*, *Transnational Foods*, *Tummy Treats*, *Della Natura*, *Pampa* and *Ali's*, are trademarks and service marks of Transnational Foods (the "Transnational Foods Marks") and are for use for and on merchandise for sale by Transnational Foods in accordance with its instructions and specifications. Any use of any Transnational Foods Marks without the prior, express, written consent of Transnational Foods is prohibited. The Vendor acknowledges Transnational Foods' exclusive rights to use the Transnational Foods Marks and agrees not to display or use them in any manner without the prior written consent of Transnational Foods.
- viii. Vendor shall indemnify, defend (at Transnational Foods' sole option) and hold harmless Transnational Foods and its affiliates from any and all liabilities, damages, costs, expenses, penalties, claims and/or suits (whether actual or alleged), including, without limitation, attorneys' and experts' fees, arising from: (a) acts or omissions of Vendor or Vendor's agents; (b) product liability claims, or claims a product causes damage or injury; or claims a

product, or the product's packaging, damages the environment; (c) recall of the Goods, (d) personal injury resulting from the consumption of the Goods; (e) breach of Vendor's warranties or the terms of the applicable Purchase Order or of this Vendor Guide; (f) infringement of a third party's Intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, patents and copyrights, in connection with the use, manufacture, distribution, advertising, use, sale or offer for sale of the Goods; (g) infringement of Transnational Foods' intellectual property or proprietary rights, including, but not limited to, the Transnational Foods Marks, in connection with the use, manufacture, distribution, advertising, use, sale or offer for sale of the Goods.

- ix. Transnational Foods shall have the right, without notice to the Vendor, to offset and/or deduct from any monies due to Vendor all fees and charges not expressly agreed upon in a writing signed by Vendor and Buyer and all amounts due in connection with Buyer's right to receive indemnification from Vendor.
- x. Transnational Foods being a leader in importing food products from around the globe. Many of our products are for the USA market. By signing this document, you agree to that. All the product shipped to the USA will be in compliance with the USA Regulatory Agencies i.e. US Custom, FDA and USDA STATES and cities. Your product authenticity can be subjected for Verification/ validation by either or all of the US Government Agencies. As much as all the regulatory agencies aim to do all the inspections within the normal and expeditious manner, at times, further verification of the authenticity of the content of the product may require batteries of testing. This extended testing protocol could delay the release of the product. This delay could also impose additional costs i.e. TF - QA and logistics team members representing and communicating with regulatory agencies. Providing additional product testing to support the authenticity of your product. All the charges for cargo on hold. Moving cargo on hold due to the space constraints. All the potential loss of sales due to delays in product release will be charged back to the vendor's account.
- xi. For the failure of the Vendor to provide documentation in a timely manner (i.e. 5 business days from date of BL), TF shall apply a \$500 fine to the vendor. Such a fine shall be \$1,000 after the ship's arrival date, and \$250 for every day thereafter.
- xii. For invoicing errors, whether in price or quantities, TF shall apply to the Vendor a \$250 fine. In case of delay, the fines set forth in the previous paragraph shall apply.
- xiii. For general errors in documents (such as BL, etc.), TF shall apply to the Vendor a \$250 fine.
- xiv. For failure of Vendor to send invoices, TF shall apply a \$250 fine.
- xv. THIS GUIDE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA. ALL DISPUTES ARISING UNDER THE PURCHASE ORDERS OR RELATED TO THE GOODS SHALL BE SETTLED IN A COURT OF COMPETENT JURISDICTION LOCATED IN MIAMI-DADE COUNTY, FLORIDA, USA. VENDOR HEREBY IRREVOCABLY WAIVES ALL OBJECTIONS TO AN INCONVENIENT FORUM AND LACK OF PERSONAL JURISDICTION.
- xvi. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY.

ADDITIONAL LEGAL PROVISIONS

Confidential and Proprietary Information.

While working with Transnational Foods, Vendor may become aware of confidential or proprietary information from Transnational Foods. This information includes, without limitation, sales projections, sales results, strategic plans, pricing information, product category development plans, personnel issues or similar information. Vendor agrees to maintain the confidentiality of such information.

Non-Circumvention

Vendor agrees that during its relationship with Transnational Foods, Vendor may learn the names and telephone numbers of manufacturers, investors, customers, vendors, clients, distributors, or buyers of Transnational Foods (hereinafter called "Contacts"). Vendor hereby acknowledges, accepts and agrees that the identities of the Contacts will be recognized by Vendor as exclusive and valuable contacts of Transnational Foods, and will remain so for the term of the Parties' contractual relationship and for a period of 3 years thereafter.

Vendor agrees to keep confidential the names of the Contacts introduced or revealed by Transnational Foods, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the Contacts without first obtaining Transnational Food's prior written permission.

In case of circumvention, Vendor agrees and guarantees that it will pay a legal monetary penalty that is equal to the loss incurred by Transnational Foods due to such circumvention. If Transnational Foods commences legal proceedings to interpret or enforce the terms of this agreement, Transnational Foods shall be entitled to recover court costs and reasonable attorney fees.

Social and Ethical Compliance

The United States Government has prohibited the import into the United States of goods "mined, produced, or manufactured wholly or in part" by convict, forced, or indentured labor.

As per the Trade Facilitation and Trade Enforcement Act (TFTEA), which entered into force in 2016, the US has eliminated the consumptive demand exception. This amendment of US law was motivated by significant attention to the importation and sale in the United States of forced labor—produced goods such as seafood, cocoa, and cotton.

To comply with US Law requirements, we need all our vendors to upload in Repositrak, either i) an Ethical and Social Accountability Compliance certificate, like for example: Global SA8000 or SMA Certifications; or, ii) complete and upload the form named Social & Ethical Compliance provided by Transnational Foods.

XIII. REGULATORY AGENCIES DETENTION OR REJECTION

United States of America Regulatory Agencies are the ultimate authorities to accept or reject any shipment, based on Public Safety concerns and lack of established quality metrics implemented set by US Regulatory Agencies. The acceptance criteria of any product are established by the FDA and USDA and can be viewed on their respective websites. In the event your-shipped product does not meet the

regulatory established criteria, and to get a release from the regulatory agency, the product may be required to be reconditioned or simply sent back from the US. In the event your product is determined to be reconditioned or shipped back, all the associated charges in the reconditioning or reshipping will be charged back to your account, including but not limited to all the applicable charges because of Regulatory Compliance Verifications Delays as stated in RCVA section. *Please see Exhibit B of this guide, you will find a list fee charges applicable.*

XIV. GUIDANCES & REGULATIONS

The following guidances and regulations shall comply at all times, when applicable.

1. Proposition 65 Notice.

Proposition 65, officially known as the Safe Drinking Water and Toxic Enforcement Act of 1986, was enacted in California 1986. The proposition protects the state's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm, and requires businesses to inform Californians about exposure to such chemicals.

Under Proposition 65 businesses are required to provide a "clear and reasonable" warning before knowingly and intentionally exposing anyone to a listed chemical, unless the business can show that the anticipated exposure level will not pose a significant risk of cancer or is significantly below levels observed to cause birth defects or other reproductive harm. Food vendors are required to label the products accordingly. Therefore, Vendor must inform Transnational Foods if the products sold to Transnational Foods contain any of the listed products. For a complete list of products refer to:

<https://oehha.ca.gov/proposition-65/proposition-65-list>

Failure to inform shall be considered by Transnational Foods as a breach of express warranties by Vendor.

<https://oehha.ca.gov/proposition-65/about-proposition-65>

2. Color Additives

FDA has regulatory oversight for color additives used in foods, drugs, cosmetics, and medical devices. FDA lists new color additives or new uses for listed color additives that have been shown to be safe for their intended uses in the Code of Federal Regulations (CFR), conducts a certification program for batches of color additives that are required to be certified before sale, and monitors the use of color additives in products in the U.S., including product labeling.

Color additives used in foods, drugs, cosmetics, and medical devices must comply with individual listing regulations issued by FDA.

- **Color Additives Listed for Use in Food: Exempt form Certification (21 CFR73, Subpart A):**

<http://www.ecfr.gov/cgibin/textidx?SID=79a76b1d7e7a98ae9459d88005ab7058&mc=true&node=pt21.1.73&rgn=div5>

- **Color Additives listed for use in Food: Subject to Certification (21 CFR73, Subpart A):**

http://www.ecfr.gov/cgi-bin/textidx?SID=79a76b1d7e7a98ae9459d88005ab7058&mc=true&node=pt21.1.74&rgn=div5#_top

3. FSMA

<https://www.fda.gov/food/guidanceregulation/guidancedocumentsregulatoryinformation/default.htm>

21 CFR 117

<https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfCFR/CFRSearch.cfm?CFRPart=117>

21 CFR 121

<https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfCFR/CFRSearch.cfm?CFRPart=121>

21 CFR 101

<https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfCFR/CFRSearch.cfm?CFRPart=101>

4. Acidified and Low-Acid Canned Foods

Food Canning Establishment Registration (Guidance for Industry):

<https://www.fda.gov/downloads/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/UCM464906.pdf>

Food Canning Establishment Registration (Form FDA 2541):

<https://www.fda.gov/downloads/AboutFDA/ReportsManualsForms/Forms/UCM076778.pdf>

5. BE Disclosure

U.S. Secretary of Agriculture Sonny Perdue announced the National Bioengineered Food Disclosure Standard on December 20, 2018. The National Bioengineered Food Disclosure Law, passed by Congress in July of 2016, directed USDA to establish this national mandatory standard for disclosing foods that are or may be bioengineered.

The Standard defines **bioengineered foods as those that contain detectable genetic material that has been modified through certain lab techniques and cannot be created through conventional breeding or found in nature.**

The implementation date of the Standard is January 1, 2020, except for small food manufacturers, whose implementation date is January 1, 2021. The mandatory compliance date is January 1, 2022. Regulated entities may voluntarily comply with the Standard until December 31, 2021.

The Standard requires food manufacturers, importers, and certain retailers to ensure bioengineered foods are appropriately disclosed.

<https://www.ams.usda.gov/rules-regulations/be>

XV. SUMMARY

By signing this Vendor Guide, you agree and accept when applicable all terms and conditions of it in all Purchase Orders.

Vendor Guide

VENDOR (you), HEREBY WARRANTS THAT HAVE READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS GUIDE, WITHOUT MODIFICATION

XVI. ACKNOWLEDGMENT AND RECEIPT



Vendor Guide

ACKNOWLEDGMENT AND RECEIPT

I acknowledge that I have received a copy of TF's *Vendor Guide*. I agree to read it thoroughly, including the statements describing the purpose and effect of the policy. If there is anything I do not understand or agree with, I will seek clarification from Transnational Foods. I agree to abide by and observe all the procedures explained therein.

Please sign and date this receipt and return it to Tamara Rodriguez: trodriguez@tfinc.com

Date: _____

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Thank you very much for all your cooperation in this matter.

Truly yours,

Sean Callahan CFO

Exhibit A
Social
&
Ethical Compliance

(Ref/ Trade Facilitation & Trade Enforcement Act)

VERIFICATION LIST

Instructions

After reading carefully the Glossary (Pages 39-40), please answer or mark (v) the questions and/or statements listed below. If your answer is “no” you must explain in observations.

Note that:

- If TF concludes there might be a non-conformity with Trade Facilitation and Trade Enforcement Act (TFTEA), we will require your organization to provide a Corrective Action and in case of non-compliance, we may suspend business.
- We reserve the right to verify your answers and request supporting documents as evidence of completion or to enforce an audit.

CHILD LABOR			
	YES	NO	OBSERVATIONS
1.1 The company does not engage in or support the use of child labor.			
1.2 Has the organization established, documented, maintained and effectively communicated to personnel and other interested parties, written policies and procedures for remediation of child laborers?			
1.2.1 Has the organization provided adequate financial and other support to enable such children to attend and remain in school until no longer defined as a child?			
1.3 The organization has not employed young workers, that are subject to compulsory education laws?			
1.3.1 Do they work only outside of school hours?			
1.3.2 Does the company have a mechanism to assure that under no circumstances any young school workers, between work and transportation time exceed a combined total of 10 hours per day?			

1.3.3 The company does not allow young workers, to work during night hours?			
1.4 The organization does not expose children or young workers to any situations – in or outside of the workplace – that are hazardous or unsafe to their physical and mental health and development.			
2. FORCED OR COMPULSORY LABOR RELEVANT			
	YES	NO	OBSERVATIONS
2.1 Does the organization engage in or support the use of forced or compulsory labor, including prison labor, as defined in Convention C 29 International Work Organization (IWO)?			
2.1.1 The organization does not retain original identification papers and require personnel to pay ‘deposits’ to the organization upon commencing employment			
2.2 The organization nor any entity supplying labor to the organization does not withhold any part of any personnel’s salary, benefits, property or documents in order to force such personnel to continue working for the organization.			
2.3 The organization ensures that no employment fees or costs are borne in whole or in part by workers.			
2.4 Do personnel have the right to leave the workplace premises after completing the standard workday and be free to terminate their employment provided that they give reasonable notice to their organization?			
2.5 The organization nor any entity supplying labor to the organization does not engage nor support human trafficking.			
3. HEALTH AND SAFETY			
	YES	NO	OBSEVATIONS
3.1 Does the organization provide a safe and healthy workplace environment take effective steps to prevent potential health and safety incidents and occupational injury or illness arising out of, associated with or occurring in the course of work?			

<p>3.1.1 Does the organization minimize or eliminate, the causes of all hazards in the workplace environment, based upon the prevailing safety and health knowledge of the industry sector and of any specific hazards?</p>			
<p>3.2 Does the organization assess all the workplace risks to new, expectant and nursing mothers including those arising out of their work activity, to ensure that all reasonable steps are taken to remove or reduce any risks to their health and safety?</p>			
<p>3.3 If hazards remain after effective minimization or elimination of the causes of all hazards in the workplace environment, does the organization provide personnel with appropriate personal protective equipment (PPE) as needed at its own expense?</p>			
<p>3.3.1 In the event of a work-related injury does the organization provide first aid and assist the worker in obtaining follow-up medical treatment?</p>			
<p>3.4 Does the organization appoint a senior management representative to be responsible for ensuring a safe and healthy workplace environment for all personnel and for implementing this Standard's Health and Safety requirements?</p>			
<p>3.5 Does the organization maintain an established Health and Safety Committee, comprised of a well-balanced group of management representatives and workers ?</p>			
<p>3.5.1 Unless otherwise specified by law, is there at least one worker or representative of the union that is part of the health and safety committee?</p>			
<p>3.5.2 In cases where the union(s) does not appoint a representative or the organization is not unionized, do workers appoint a representative(s) they deem appropriate?</p>			
<p>3.5.3 Are the above mentioned decisions effectively communicated to all personnel?</p>			
<p>3.5.4 Does the organization conduct formal, periodic occupational health and safety risk assessments to identify and then address current and potential health and safety hazards?</p>			
<p>3.5.5 Are records of these assessments and corrective and preventive actions taken and kept?</p>			

3.6 Health and safety training is done and repeated for new and reassigned personnel, where incidents have occurred, and when changes in technology and/or the introduction of new machinery present new risks to the health and safety of personnel?			
3.7 Has the organization established documented procedures to detect, prevent, minimize, eliminate or otherwise respond to potential risks to the health and safety of personnel?			
3.7.1 Does the organization maintain written records of all health and safety incidents that occur in the main workplace and in all locations and property provided by the organization, whether it owns, leases or contracts the residences or property from a third party providers?			
3.8 Does the organization provide, for use by all personnel, free access to: clean toilet facilities, potable water, suitable spaces for meal breaks, and, where applicable, sanitary facilities for food storage?			
3.9 Does the organization ensure that any dormitory facilities provided for personnel are clean, safe and meet their basic needs, whether it owns, leases or contracts the dormitories from a third party provider?			
3.10 Does all personnel have the right to remove themselves from imminent serious danger without seeking permission from the organization?			
4. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING			
	YES	NO	OBSEVATIONS
4.1 Do all personnel have the right to form, join and organize trade union(s) of their choice and to bargain collectively on their behalf with the organization?.			
4.1.1 Does the organization respect this right and effectively inform personnel that they are free to join a worker organization of their choosing without any negative consequences or retaliation from the organization?			
4.1.2 The organization does not interfere in any way with the establishment, functioning or administration of workers' organization(s) nor collective bargaining.			

4.2 In situations where the right to freedom of association and collective bargaining are restricted under law, does the organization allow workers to freely elect their own representatives?			
4.3 Does the organization ensure that union members, representatives of workers and any personnel engaged in organizing workers are not subjected to discrimination, harassment, intimidation or retaliation for being union members, representative(s) of workers or engaged in organizing workers, and that such representatives have access to their members in the workplace?			
5. DISCRIMINATION			
	YES	NO	OBSERVATIONS
5.1 The organization does not engage nor support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, national or territorial or social origin, caste, birth, religion, disability, gender, sexual orientation, family responsibilities, marital status, union membership, political opinions, age or any other condition that could give rise to discrimination.			
5.2 The organization does not interfere with the exercise of personnel’s rights to observe tenets or practices or to meet needs relating to race, national or social origin, religion, disability, gender, sexual orientation, family responsibilities, union membership, political opinions or any other condition that could give rise to discrimination.			
5.3 The organization does not allow any behavior that is threatening, abusive, exploitative or sexually coercive, including gestures, language and physical contact, in the workplace and in all residences and property provided by the organization, whether it owns, leases or contracts the residences or property from a third party provider.			
5.4 The organization does not subject personnel to pregnancy or virginity tests under any circumstances.			
6. DISCIPLINARY PRACTICES			
	YES	NO	OBSERVATIONS
6.1 Does the organization treat all personnel with dignity and respect?			

6.1.1 Does the organization does not engage in or tolerate the use of corporal punishment, mental or physical coercion or verbal abuse of personnel.			
6.1.2 Harsh or inhumane treatment is allowed?			
7. WORKING HOURS			
	YES	NO	OBSERVATIONS
7.1 Does the organization comply with applicable laws, collective bargaining agreements (where applicable) and industry standards on working hours, breaks and public holidays?			
7.1.1 The normal work week, including overtime, does not exceed 48 hours?			
7.2 Personnel is provided with at least one day off following every six consecutive days of working.			
7.3 All overtime work is voluntary.			
7.3.1 12 hours per week, overtime exceed is not requested on a regular basis.			
7.4 In cases where overtime work is needed in order to meet short-term business demand and the organization is party to a freely negotiated collective bargaining agreement representing a significant portion of its workforce, does the organization require such overtime work in accordance with such agreement?			
7.4.1 Does such agreement comply with the other requirements of this Working Hours element?			
8. REMUNERATION			
	YES	NO	OBSERVATIONS
8.1 Does the organization respect the right of personnel to a living wage and ensure that wages for a normal work week, not including overtime? Does it always meet at least legal or industry minimum standards, or collective bargaining agreements (where applicable)?			
8.1.1 Are wages sufficient to meet the basic needs of personnel and to provide some discretionary income?			

8.2 The organization does not make deductions from wages for disciplinary purposes.			
8.2.2 Is there a freely negotiated collective bargaining agreement is in force that permits this practice?			
8.3 Does the organization ensure that personnel’s wages and benefits composition are detailed clearly and regularly to them in writing for each pay period?			
8.3.1 Does the organization lawfully render all wages and benefits due in a manner convenient to workers, and in no circumstances in delayed or restricted forms, such as vouchers, coupons or promissory notes?			
8.4 Is all overtime reimbursed at a premium rate as defined by national law or established by a collective bargaining agreement?			
8.4.1 In countries where a premium rate for overtime is not regulated by law or there is no collective bargaining agreement, personnel are compensated for overtime at the organization’s premium rate or at a premium rate equal to prevailing industry standards, whichever is higher?			
8.5 Does the organization use labor-only contracting arrangements, consecutive short-term contracts and/or false apprenticeship or other schemes to avoid meeting its obligations to personnel under applicable laws and regulations pertaining to labor and social security?			
9.1 POLICIES, PROCEDURES, AND RECORDS			
	YES	NO	OBSERVATIONS
9.1.1 Are policies, procedures and statements written in all appropriate languages?			
9.1.2 Does Social & Ethical Program policy include the organization’s commitment with the program and with IWO agreements?			
9.1.3 Does the policy statement also commit the organization to comply with: national laws, other applicable laws and requirements to which the organization subscribes?			
9.1.4 Is the policy statement prominently and conspicuously displayed, in appropriate and comprehensible form, in the workplace and in residences and property provided by the organization, whether it owns, leases or contracts the residences or property from a third party provider?			

9.1.5 Does the organization develop policies and procedures to implement the Social and Ethical Program ?			
9.1.6 Are these policies and procedures effectively communicated and accessible to personnel in all appropriate languages?			
9.1.7 Are these communications clearly shared with customers, suppliers, sub-contractors and sub-suppliers?			
9.1.8 Does the organization maintain appropriate records to demonstrate conformance with Social & Ethical Program (SEP) implementation?			
9.1.9 Does the organization regularly conduct management reviews of its policies and procedures ?			
9.1.10 Does the organization make its policy statement publicly available in an effective form and manner to interested parties, upon request.			
9.2 IDENTIFICATION AND ASSESSMENT OF RISKS			
	YES	NO	OBSERVATIONS
9.2.1 Does the Social and Ethical Program (SEP) team conduct periodic written risk assessments to identify and prioritize the areas of actual or potential non-conformance?			
9.2.2 Are recommend actions given to Senior Management to address these risks?			
9.2.3 Are actions to address these risks prioritized according to their severity?			
9.2.4 Does the SEP team conduct these assessments based on their recommended data and data collection techniques and in meaningful consultation with interested parties?			
9.3 COMPLAINT MANAGEMENT AND RESOLUTION			
	YES	NO	OBSERVATIONS
9.3.1 Does the organization have an established written grievance procedure that is confidential, unbiased and non-retaliatory.			
9.4 CORRECTIVE AND PREVENTIVE ACTIONS			
	YES	NO	OBSERVATIONS
9.4.1 Does the organization have procedures for the prompt implementation of corrective and preventive actions.			
9.4.2 Does the organization provides adequate resources for the implementation of corrective and preventive actions?			

9.4.3 Does the SEP team maintain records, including timelines and lists of non-conformances related to the SEP, their root causes, the corrective and preventive actions?			
9.5 TRAINING AND CAPACITY BUILDING			
	YES	NO	OBSERVATIONS
9.5.1 The organization has implemented a training plan for all personnel to effectively implement the Social and Ethical Program.			
9.5.2 During the training the organization reports the results of risk assessments.			
9.5.3 Does the organization periodically measure the effectiveness of training and record their nature and frequency?			
9.6 MANAGEMENT OF SUPPLIERS AND CONTRACTORS			
	YES	NO	OBSERVATIONS
9.6.1 Does the organization conduct due diligence on its suppliers/subcontractors, private employment agencies and sub-suppliers' compliance with the Social and Ethical Program?			
9.6.2 If the organization have home workers, is there an established level of protection offered that is equivalent to that of in-house workers?			

Organization Social and Ethical Program

Senior Manager: _____

Name: _____

Signature: _____

Date: _____

Organization Social and Ethical Program

Workers Representative: _____

Name: _____

Signature: _____

Date: _____