



# Stephenson's

RENTAL SERVICES

## Forced Labour in Canadian Supply Chains Report

Date: August 20, 2025

Financial Year: January 1, 2024 to December 31, 2024

Entity: Stephenson's Rental Services Inc. ("Stephenson's")

Stephenson's rents construction equipment to general contractors, commercial trades, home and condominium builders, institutional and industrial customers and do-it-yourself customers in Canada. Stephenson's also sells related consumable products to support the rented equipment.

The company has developed a Vendor Code of Conduct and requires all vendors to acknowledge receipt of the Code of Conduct and comply with all provisions. Within the Code of Conduct, there are specific sections on Forced Labour and Child Labour (see enclosed Vendor Code of Conduct):

**Forced Labour:** Vendors shall not use any form of forced, bonded, indentured, trafficked, slave or prison labour, with the exception of government approved programs that utilize convicts or prisoners on parole, supervised release or on probation or in any penal or reformatory institution. All work must be voluntary and workers shall be free to leave work or terminate their employment with reasonable notice. All workers must not be required to surrender any government-issued identification, passports or work permits as a condition of employment.

**Child Labour:** Child labour is strictly prohibited. The minimum age for employment shall be the higher of 16 years of age, the minimum age for employment in that country or the minimum age for completing compulsory education in the country of manufacture.

### **The company will not do business with any vendor that does not comply with the Code of Conduct.**

Stephenson's only purchases equipment and supplies from well established vendors with permanent physical establishments in Canada, the United States of America and the European Union.

Stephenson's has not identified any of its suppliers that carry a risk of forced labour or child labour being used. Stephenson's has put in place procedures to ensure all vendors comply with the Code of Conduct. These procedures are reviewed annually to ensure they remain effective.

### **Approval and Attestation:**

In accordance with the requirements of BILL S-211 ("Act"), and in particular section 11 thereof, I attest that I have reviewed the information contained in this report for the entity listed above. Based on my knowledge, and having exercised reasonable diligence, I attest that the information in the report is true, accurate and complete in all material respects for the purposes of the Act, for the reporting year listed above and this report has been approved by the Board of Directors.

I have the authority to bind Stephenson's Rental Services Inc.

Guy Manuel  
Executive Chairperson  
August 20, 2025



## VENDOR CODE OF CONDUCT

This Vendor Code of Conduct (“Code of Conduct”) applies to all vendors (“Vendors”) who provide services and goods to Stephenson’s Rental Services Inc., Centre de Location G.M. Inc. and 9393-6573 Quebec Inc. (Équipement G.M.), collectively (“Stephenson’s”).

Vendors must be committed to the highest standards of ethical conduct when dealing with employees, suppliers and customers. This Code of Conduct sets forth the basic requirements that all Vendors must comply with in order to do business with Stephenson’s. If Stephenson’s believes that any Vendor has violated this Code of Conduct, Stephenson’s has the right to terminate its business relationship with the Vendor and to proceed to secure any and all other rights and remedies available to it. Stephenson’s reserves the right to reasonably change the requirements of the Code of Conduct and, in such an event, expects the Vendor to accept such reasonable changes.

1. **Compliance with Laws and Stephenson’s Policies:** Vendors must fully comply with all applicable national and/or local laws and regulations and Stephenson’s policies. To the extent that Stephenson’s policies impose a higher standard than what is required by applicable national and/or local laws and regulations on its Vendors, such higher standard will prevail.
2. **Forced Labour:** Vendors shall not use any form of forced, bonded, indentured, trafficked, slave or prison labour, with the exception of government approved programs that utilize convicts or prisoners on parole, supervised release or on probation or in any penal or reformatory institution. All work must be voluntary and workers shall be free to leave work or terminate their employment with reasonable notice. All workers must not be required to surrender any government-issued identification, passports or work permits as a condition of employment.
3. **Child Labour:** Child labour is strictly prohibited. The minimum age for employment shall be the higher of 16 years of age, the minimum age for employment in that country or the minimum age for completing compulsory education in the country of manufacture.
4. **Compensation:** Vendors shall pay all workers at least the minimum wage and benefits required by applicable laws and regulations. Workers shall be compensated for overtime hours at the premium rate required by applicable laws and regulations.
5. **Freedom of Association:** Vendors must respect the rights of all employees to lawfully associate or not to associate with groups of their choosing, as long as such groups are permitted by law. Vendors should not unlawfully interfere with, obstruct or prevent legitimate, lawful employee associations and related activities.
6. **Employment Practices:** Vendors must have hiring practices that verify accurately age and ability to work legally.
7. **Sourcing:** If any subcontracting occurs, the performance of such subcontractors, consultants, agents or representatives (“Subcontractors”) must be consistent with Vendors’ performance of their contracts with Stephenson’s.
8. **Acceptance of Gifts and Benefits:** Stephenson’s prohibits giving or accepting gifts exceeding nominal value to or from any of its Vendors unless applicable law prohibits the giving or accepting



of gifts of nominal value. This applies to Stephenson's employees, agents, contractors, and each of their immediate family members. This policy does not change during traditional gift-giving seasons.

9. **Health and Safety:** Vendors shall provide all workers with a safe work environment and shall provide all workers with appropriate personal protective equipment and workplace health and safety information and training.
10. **Environment:** Vendors must comply with all national and local environmental laws applicable to air emissions, waste handling and disposal, water use, wastewater discharges, and hazardous and toxic substances. Vendors shall also validate and maintain records demonstrating that source materials were harvested in accordance with all international treaties in addition to national and local laws.
11. **Conflicts of Interest:** Vendors shall not engage in any activity with an employee of Stephenson's which could create a real or perceived conflict of interest.
12. **Subcontractors:** If permitted by the terms of its agreement with Stephenson's, Vendors shall not retain any Subcontractors without a thorough documented examination of the Subcontractors' person, reputation and integrity. Stephenson's and its employees will not move/handle/unload products that are brought into our yards/facilities by third party carriers unless it is products/materials we have purchased. Any and all items that will not remain in our facilities are not to be handled/loaded/unloaded. No exceptions. Stephenson's requires that only trained and competent equipment operators of our vendors, including drivers, deliver products and materials to our yard/facilities, handle such products and materials. Stephenson's reserves its right to request documented certification of operators and/or drivers if product needs to be moved, handled, or unloaded at our yard/facilities. In addition, Vendors shall not retain any Subcontractors in connection with their provision of services or goods to Stephenson's unless the Subcontractors comply with the Code of Conduct. Vendors must remain responsible for ensuring that their Subcontractors comply with the Code of Conduct.
13. **Anti-Corruption:** Vendors must not tolerate, permit, or engage in bribery, corruption or unethical practices whether in dealings with public officials or individuals in the private sectors. Vendors must conduct business in compliance with all applicable laws and shall avoid engaging in any activity which could be deemed a corrupt and/or unethical practice. Vendors must maintain integrity, transparency and accuracy in all records of matters relating to their business with Stephenson's. For the purpose of obtaining or retaining business for the benefit of Stephenson's, Vendors must not make or receive, offer to make or receive, or cause another to make or receive, payments or anything of value, to or from any public or private officials.
14. **Confidentiality and Intellectual Property:** All Vendors and their representatives are expected to maintain the confidentiality of information entrusted to them by Stephenson's or its customers. Vendors must respect and protect Stephenson's intellectual property rights and maintain the confidentiality of trade secrets and other Stephenson's proprietary information which includes any information that is nonpublic or not easily obtained or determined. Vendor shall not use stolen or misappropriated technology.

December 2024

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