



Vendor/Supplier Guidelines

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7-Eleven Inc. and certain of its subsidiaries (“7-Eleven”) owns and operates, franchises, and licenses convenience stores, or restaurants throughout the United States and Canada conducting business under various brands including but not limited to Speedway, Stripes, Laredo Taco Company, and Roost Chicken and Biscuits (collectively “stores”). 7-Eleven is committed to conducting business in a responsible and ethical manner. 7-Eleven expects all its business partners, vendors, suppliers, and service partners to behave with integrity and to preserve 7-Eleven’s collective commitment to human rights and safety in the workplace.

7-Eleven expects each vendor and supplier of any product or service to share our commitment to conducting business honestly and transparently. This means that they must follow all applicable laws and regulations in the manufacture and distribution of merchandise or services provided to 7-Eleven. All vendors/suppliers are strongly encouraged to exceed 7-Eleven’s guidelines and promote continuous improvement throughout their operations.

If vendors or suppliers suspect unethical or illegal business practices, they must report it to 7-Eleven. If there are any questions about the 7-Eleven guidelines, please ask questions or email Compliance@7-11.com.

All vendors/suppliers must be able to demonstrate compliance with the requirements set forth in these guidelines at the request of 7-Eleven. 7-Eleven reserves the right to update, modify or replace these guidelines in its sole discretion from time to time, with or without notice to you. By continuing to do business with 7-Eleven, you agree to any updates or modifications. It is your responsibility to stay up to date on all applicable vendor/supplier requirements and guidelines.

These guidelines introduce the minimum requirements that all vendors/suppliers must meet in order to conduct business with 7-Eleven.

These Vendor/Supplier Guidelines are not intended to replace or revise additional, more specific, or more stringent requirements contained in vendor/supplier contracts or otherwise agreed to in writing by vendors/suppliers as a condition of doing business with 7-Eleven.



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Basic Requirements

Laws and Regulations

Vendors/suppliers must comply with all applicable federal, state, local, provincial, and foreign laws, statutes, rules, regulations, codes, constitutions, treaties, common laws, governmental orders, and other requirements of any governmental authority, as amended from time to time (collectively, “laws”), including the U.S. Foreign Corrupt Practices Act and all anti-corruption laws.

No Child Labor

7-Eleven will not knowingly work with vendors/suppliers who employ child labor.

No Forced Labor

7-Eleven will not knowingly work with vendors/suppliers who use forced labor or tolerate the use of human trafficking in the manufacture of products or services for 7-Eleven. Vendors/suppliers must: (1) not use forced labor, which includes, but is not limited to, trafficked, slave, prison, indentured, or bonded labor (collectively, “Forced Labor”), and (2) ensure their supply chains and materials comply with all laws that prohibit Forced Labor.

No Harassment and Abuse

Vendor/suppliers must treat all workers with dignity and respect and foster an inclusive work environment that is free of harassment and discrimination.

Compensation

Vendors/suppliers must meet or exceed the minimum wage and compensation requirements as defined under applicable labor laws, applicable agreements and local regulations for regular work, overtime work, production rates and other elements of compensation and employee benefits.

Reasonable Hours of Work and Overtime

Vendors/suppliers must ensure that, except in extraordinary business circumstances, on a regularly scheduled basis, workers shall not be required to work more than the lesser of (a) sixty (60) hours per week, including overtime or (b) the limits on regular and overtime hours allowed by all applicable rules, regulations, and laws of the country of manufacture. In addition, except in extraordinary business circumstances, all workers shall be entitled to at least one day in seven days off.



No Discrimination

7-Eleven respects cultural differences. Workers should be employed based on their abilities, rather than their race, gender, personal characteristics, or beliefs and encourage our vendors/suppliers to eliminate discrimination in their workplaces. Vendors/suppliers must comply with Title VII of the Civil Rights Act of 1964, or their country's equivalent law.

Health and Safety

Vendors/suppliers must provide a safe and healthy working environment in accordance with applicable laws and regulations.

Product Safety and Quality

Vendors/Suppliers must comply with all applicable laws, rules, and regulations related to product safety, quality, and labeling for any products supplied to 7-Eleven.

Environment

7-Eleven seeks vendors/suppliers whose factories operate in compliance with environmental laws and that work to minimize their impact on their surroundings and global resources. Vendors/suppliers must comply with environmental laws and should, to the extent practicable, use materials or processes in their factories and in the performance of the services that reduce the environmental impact.



Vendor/Supplier Obligations

Conflict of Interest

Vendors/suppliers are required to avoid conflicts of interest and any activities that could give the appearance that a vendor/supplier has improperly influenced a 7-Eleven employee in order to receive favorable treatment. No portion of any payment to a vendor/supplier by 7-Eleven pursuant to an agreement will be used (a) as a bribe, kickback, rebate, or illegal political contribution to obtain political influence, or (b) in violation of applicable foreign exchange control regulations, tax laws or regulations, or other laws or regulations of any jurisdiction.

Vendors/suppliers are required to avoid actions that may result in conflicts of interest which include offering, providing, or reimbursing personal gifts, favors, personal travel expenses, lodging or other housing, services of any kind, excessive meals or entertainment, or any other thing of value to 7-Eleven employees.

Gifts should be rare and provided only to reflect professional esteem or gratitude and with a nominal value of \$100 or less.

Money or anything equivalent to money like gift cards or gift certificates is prohibited.

Confidentiality, Security & Privacy

Vendors/suppliers working with 7-Eleven on occasion have access to confidential information. Vendors are expected to protect the information as if it was their own. Vendors are expected to comply with all applicable security and privacy laws, regulations and retention requirements, and to ensure that they have appropriate technical and security controls in place to protect 7-Eleven's information.

Confidential information means all non-public 7-Eleven data, including but not limited to: business plans, retail pricing strategies, marketing plans, team members personal information, guest personal information and intellectual property. Vendors/suppliers may not outsource, disclose, share, or use this confidential information except to the limited extent specifically permitted in their contractual or non-disclosure agreement with 7-Eleven if applicable. Unauthorized disclosure could harm 7-Eleven, breach the vendor contract, or may even be illegal.

Office Visits

Vendor/supplier visitation with a 7-Eleven employee should be by appointment only.

Vendor/suppliers are not allowed to visit 7-Eleven Information Technology hiring managers regarding sale solicitations as solicitations should be discussed with the 7-Eleven Relationship Management team.

Vendors/suppliers are responsible for following 7-Eleven's security procedures when visiting any 7-Eleven office.

Reporting Violations

Reporting Violations

Vendors are expected to follow the law and promptly report any actual or suspected violations, including violations by any team member or individual acting on behalf of 7-Eleven or one of our vendors.

HOW TO REPORT

- Call the EthicsLine 1-800-711-ASKS (2757)
- Send an email to Compliance@7-11.com
- Write to: 7-Eleven Inc. Compliance
P.O. Box 711
Dallas, TX 75221-0711



Information Technology and Maintenance Addendum to the Vendor/Supplier Guidelines

Contracts/Service Agreements

7-Eleven strives to have a fully executed signed agreement with vendors prior to the commencement of such services to 7-Eleven. All “Time & Material” and “Resource Tracking” vendors/suppliers must have an active assignment in 7-Eleven contracting tool prior to start date. Vendors/suppliers will not be paid for work performed without an active assignment in the 7-Eleven contract tool.

For IT positions, subcontracting is NOT permitted. Candidates must be direct employees of the supplier. Any exceptions must be reviewed and approved by the CIO.

Time Sheets/Invoicing

It is the responsibility of each vendor/supplier to ensure accurate and timely timesheet submission.

All invoices and or timesheets must be submitted within the time period set forth in the agreement with 7-Eleven. 7-Eleven shall have no liability to pay invoices and or time sheets which are not submitted for approval or disputed within such time period.

H1B Client Letters

7-Eleven will only sign and approve client letters for active contractors that are direct employees of our suppliers. We will not sign letters on behalf of subcontractors.

Equipment/Intellectual Property

It is the responsibility of the vendor/supplier to make sure that their contractors understand the importance of Confidentiality and that all intellectual property (“IP”) created by the vendor while on assignment belongs to 7-Eleven. If there is a Non-Disclosure Agreement or Confidentiality Agreement the terms and conditions contained in the document apply.

7-Eleven provided laptops and/or 7-Eleven virtual machines must be used for all work on 7-Eleven Intellectual Property (i.e., software code). Vendors/suppliers should not copy, email, or send in any other manner work outside of their 7-Eleven laptop or 7-Eleven managed environment.

Vendors/suppliers or contractors will not use software or collaborative sites to transfer 7-Eleven IP without prior written approval from 7-Eleven’s Information Security Department.

Vendors/suppliers are responsible for ensuring equipment is returned at the end of a contractor’s assignment.

Proprietary Product Suppliers Addendum to the Vendor/Supplier Guidelines

In addition to the Vendor/Supplier Guidelines set forth above, these requirements (these “Supplier Requirements”) apply to each supplier of Fresh Food Products, Private Brand Products, or ingredients, components, or packaging for Fresh Food Products or Private Brand Products and supplement any requirements set forth in any written agreement between 7-Eleven and a supplier. These Supplier Requirements are an overview of 7-Eleven’s supplier standards and may not include all requirements and processes that 7-Eleven’s suppliers must follow. 7-Eleven may update these Supplier Requirements from time to time.

Definitions

The following terms are used throughout these Supplier Requirements:

- “Authorized Distributors” means 7-Eleven’s authorized wholesalers, exporters, commissaries, bakeries, combined distribution centers, and associated distribution centers to which suppliers ship or deliver Products.
- “Facility” means a facility in which a Product (or an ingredient, component, or packaging of a Product) is manufactured, processed, packed, or held. All Facilities must be disclosed in writing by suppliers to 7-Eleven.
- “Fresh Food Product” means a food or beverage product that is ready-to-eat, ready-to-cook, or otherwise prepared in bakeries, commissaries, or 7-Eleven stores.
- “Private Brand Product” means any product (other than a Fresh Food Product) that is sold under 7-Select, 7-Eleven, or other trademarks owned by or licensed to 7-Eleven.
- “Products” means Fresh Food Products, Private Brand Products, and ingredients, components, or packaging for Fresh Food Products or Private Brand Products provided by suppliers to 7-Eleven (whether directly to 7-Eleven stores or to the Authorized Distributors).
- “Specifications” means the specifications that 7-Eleven and a supplier agree upon for a Product that a supplier develops for or sells exclusively to the stores or other agreed-upon specifications for a Product. For non-proprietary products, “Specifications” also means the specifications for a Product provided by a supplier to 7-Eleven.

Compliance with Laws

Suppliers are responsible for operating their businesses in compliance with all applicable laws, including ensuring that all Products, and the sourcing, harvesting, manufacturing, packaging, labeling, processing, storage, transportation, distribution, and sale thereof, comply with all applicable laws, including, but not limited to, the laws, statutes, rules, and regulations promulgated by or under the United States Food and Drug Administration (FDA), the United States Federal Trade Commission (FTC), the United States Department of Agriculture (USDA), the Environmental Protection Agency (EPA), and the Food Safety Modernization Act (FSMA), each as amended from time to time. Suppliers must also comply with all import- and export-related laws applicable to their Products, and any suppliers operating outside of the United States must comply with all laws that apply to their operations or activities performed in such foreign jurisdictions.

Product Ingredients and Raw Materials

Suppliers are responsible for sourcing and obtaining all ingredients, raw materials, packaging materials, and other components used to produce Products and for ensuring the ingredients, raw materials, packaging materials, and other components comply with the Specifications and all applicable laws. Suppliers must promptly provide any information that 7-Eleven requests regarding raw material and ingredient sourcing and testing. Suppliers must promptly notify 7-Eleven if they experience any problems with sourcing ingredients or raw materials or expect to have any problems complying with the Specifications.

Suppliers must verify the safety and quality of all raw materials and packaging in accordance with applicable law. Incoming raw material inspections (visual, sensory, labeling, weight/volume, foreign materials) must be conducted to determine compliance. If raw ingredients are received with a Certificate of Analysis, the testing must be performed by a certified laboratory for such analysis. 7-Eleven must be made aware of any imported Products; however, 7-Eleven will not be the importer of such Products.

Suppliers must maintain written supplier approval and verification programs that include procedures for conducting annual supplier evaluations and terminating relationships with any material or ingredient suppliers who are determined to be noncompliant with law or who may pose other risks to Product safety or quality. Suppliers must maintain current lists of all material or ingredient suppliers approved under such programs and provide such lists to 7-Eleven upon request. Suppliers who source materials or ingredients from foreign suppliers must also maintain a documented foreign supplier verification program (FSVP) in compliance with the FDA's FSVP Rule and perform the required verification activities for such foreign suppliers if the FDA's FSVP Rule is applicable.

Prohibited Ingredients

7-Eleven may, in its sole discretion, prohibit the use of certain ingredients in certain types of Products for any reason, including controversial, questionable, or unlawful ingredients. 7-Eleven may update or add to the list of prohibited ingredients from time to time. Some ingredients may be prohibited in one type of Product but permissible for use in others. Suppliers are responsible for identifying potentially prohibited ingredients. 7-Eleven may direct the stores to stop selling Products with prohibited ingredients at any time without prior notice, and suppliers will be liable for such Products.

The following ingredients are prohibited in foods, dietary supplements, beverages, and any other Products intended for human or animal consumption:

- any ingredient that is not an approved food additive or that is not Generally Recognized as Safe (GRAS) in the amount and for the use intended;
- any ingredient that is not allowed by the FDA or any other applicable governmental authority (e.g., state Health Departments or Departments of Agriculture);
- any new dietary ingredient (NDI) for which a supplier has not followed the FDA's regulatory notification requirements and related guidance;
- drug ingredients (i.e., ingredients intended to provide a therapeutic purpose or to treat or prevent any disease or medical condition), unless used in OTC drug Products subject to an FDA OTC monograph or other FDA approval;
- cannabidiol (CBD) in any ingestible Product;
- Δ -8 or Δ -9 tetrahydrocannabinol (THC) or any other cannabinoid or derivative of the cannabis plant that is not expressly allowed by the FDA; and
- any ingredient included on the then-current World Anti-Doping Agency (WADA) Prohibited Substance List.

7-Eleven also prohibits the following ingredients in personal care products (e.g., cosmetics):

- unapproved color additives; and
- any ingredient that is not allowed by the FDA or any other applicable governmental authority, including, but not limited to, the following ingredients prohibited by the FDA in cosmetics (unless allowed by the FDA under an exception): bithionol, chlorofluorocarbon propellants (in aerosols), chloroform, halogenated salicylanilides, hexachlorophene, mercury compounds, methylene chloride, vinyl chloride (in aerosols), zirconium-containing complexes (in aerosols), and certain prohibited cattle materials.

Microbiological Information and Testing

Suppliers must provide microbiological information and raw material specifications for ingredients and finished Products. To ensure Product quality and safety, suppliers must perform (or have a reputable and experienced third-party testing agency perform) all testing of ingredients, raw materials, and finished Products that is necessary or advisable or that 7-Eleven requests. 7-Eleven may also choose to separately perform its own testing, and suppliers are responsible for sending samples to any testing facilities selected by 7-Eleven upon request.

Ingredients, raw materials, and finished food and beverage Products must meet 7-Eleven's microbiological standards set forth below unless an exception is granted by 7-Eleven's Quality Services Manager. The testing must include initial, midpoint, end of shelf life, and end of shelf life plus three days. All tests must be performed on samples held at 45°F. Only pathogenic organisms may be tested initially and at end of shelf life plus three days; these include Salmonella, coagulase positive Staphylococcus, Listeria monocytogenes, and E. coli (including O157:H7). The tests and methods used for analysis must be appropriate for the type of Product and conform to the FDA, USDA, and industry-specific standards and recommendations, as applicable. All tests must be performed by a USDA-recognized laboratory for Salmonella and Listeria testing.

Standards at End of Shelf Life		
	Target	Upper Limit
Total Plate Count	<25,000/gram*	100,000/gram*
Coliform	<10/gram*	<100/gram*
E. coli (including O157:H7)	Negative	Negative
Coagulase positive Staphylococcus	Negative	Negative
Listeria monocytogenes	Negative	Negative
Salmonella	Negative	Negative
Yeast	<10/gram*	<100/gram*
Mold	<10/gram*	<100/gram*

* Product formulations with certain ingredients such as natural cheese and pepperoni may be allowed a deviation from the standard due to naturally occurring microorganisms with written approval from 7-Eleven's Quality Services Manager.

If a Product (which, for the avoidance of doubt, includes an ingredient provided by a supplier that is incorporated into a finished Product) provided by a supplier tests presumptively positive for one of the organisms listed above: (1) the result is treated as if the result is positive; (2) the Product specific to the lot or potentially affected other lots will no longer be used by 7-Eleven; (3) any other product containing the Product will be pulled and destroyed if already in transit to or on retail display in any stores; and (4) the supplier will be financially responsible and liable for all losses, costs, and expenses incurred by 7-Eleven, the Authorized Distributors, and 7-Eleven stores in connection with the removal and destruction of the affected Product.

Other Testing

Suppliers will permit 7-Eleven to make such inspections and conduct such tests and will furnish such documents and information as 7-Eleven may deem necessary to ensure the Products conform in all respects to all applicable Specifications, the terms and conditions of a written agreement, and applicable law. Suppliers must have procedures in place to prevent the shipment of nonconforming Products that include the entire hold, release from hold, and disposition process and describe roles, responsibilities, and communication. 7-Eleven may designate one or more inspection services, laboratories, or other

third-party representatives to inspect or test any Product, sample, or Facility. Suppliers will send Products or samples to any location directed by 7-Eleven for testing. Suppliers are solely responsible for the costs of (1) any testing 7-Eleven deems necessary to investigate or address, to 7-Eleven's satisfaction, any nonconformity or defect in Products; and (2) any corrective actions needed (or requested by 7-Eleven) to correct such nonconformity or defect.

New Product Development

Suppliers are responsible for covering all costs associated with developing new Products, including costs related to research and development, sampling, design, formulation, pilot batching, stability and shelf-life testing, and “best by” or expiration dating. Suppliers will work with 7-Eleven's research and development team and other personnel in developing and evaluating new Private Brand Product and Fresh Food Product concepts.

Product Packaging and Labeling

Suppliers are responsible for designing and providing all Product labeling and packaging, but 7-Eleven may designate third parties with whom suppliers must work for such purposes. 7-Eleven may, at its discretion, choose to review and suggest revisions to packaging and labeling. If 7-Eleven requests any revisions to packaging or labeling designs for Products, suppliers are responsible for cooperating with such requests by making and paying for the requested revisions. Regardless of 7-Eleven's review of or contributions to the design and development of packaging and labeling of a Product, suppliers are solely liable and responsible for all packaging and labeling.

Suppliers must ensure that all Product labeling and packaging is compliant with all applicable laws. Suppliers must understand and include all information that must appear on a Product's label, which may include a mix of information required by law and additional information required by 7-Eleven, such as allergen disclosures, country of origin details, UPCs, required warnings (e.g., Proposition 65 warnings, choking hazard warnings), safe handling or use instructions, and “Best By” and expiration dates. Suppliers must continually ensure that no labeling is false, deceptive, or misleading in any manner and that each Product fully conforms to all attributes expressed on its label. Suppliers are responsible for all costs associated with correcting improper labeling, including, without limitation, costs to relabel or replace affected Products and costs associated with conducting any retrievals or Recall Events involving such Products.

Suppliers must provide accurate and complete formula and ingredient information for each Product. Without limiting other information that may be required by 7-Eleven or by law, all food and beverage Product labels must: (1) contain supplier establishment identification and the date of production in accordance with FDA and USDA regulations, if applicable; (2) meet all labeling requirements as defined in 21 CFR 101, 9 CFR 317, and 9 CFR 381 Subpart N, as applicable; and (3) use a lot or batch identification system that is clearly defined and understandable. Suppliers cannot make any changes to Product formula or ingredient information without the prior written consent of 7-Eleven; provided, however, that suppliers of ingredients that are incorporated into Products may make changes to formula or ingredient information upon 14 days' prior written notice to 7-Eleven. Suppliers must clearly identify the effect of any changes on the ingredient statement, nutrition labeling, or functionality of the Products and must keep records documenting the changes.

Suppliers must ensure that all packaging materials are compliant with all applicable laws, appropriate for the Products they are intended to hold, and of types that will protect the safety and quality of such Products. Suppliers must provide a heavy metals warranty certifying that heavy metals have not been intentionally introduced into the packaging or packaging components for Products, Product ingredients, or Product packaging. Where packaging must be tested or certified to ensure that it is safe for use with a certain Product (e.g., testing to ensure that packaging is safe for contact with food Products), suppliers are

responsible for conducting and paying for such tests and certification processes.

Packaged Products must meet the following packaging requirements:

- Major allergens must be declared as required by law.
- Food contact packaging must be approved for use with food Products and adhere to all applicable laws.
- Products must be packed in sealed or tamper-evident, undamaged packaging. No glass packaging is permitted unless otherwise agreed to in writing by 7-Eleven.
- Lot codes must appear on the smallest pack size (such as on each 5-pound bag within an 8-bag, 40-pound case).
- Any packaging changes must be communicated to 7-Eleven if they could affect the safety or quality of the Product.

Products must be in good condition and meet the Specifications. Any damaged containers are subject to rejection at the time of receipt. All claims for unacceptable Product will be referred to the Authorized Distributor, carrier, or supplier. 7-Eleven will not be responsible or liable for damaged, rejected, or nonconforming Products.

Product Claims

Where Product labels or advertisements will feature express or implied claims about the Products, suppliers are responsible for ensuring that such claims are accurate, truthful, supported by appropriate documentation (i.e., substantiated), and comply with all laws. This applies to all claims, including, but not limited to, those affixed or related to a Product. No Product may have express or implied claims that indicate an unlawful or unapproved use (e.g., no food Product may claim to treat disease). Suppliers must remove or revise any claims that 7-Eleven, in its discretion, determines are unacceptable.

Suppliers must ensure that Products do not contain any ingredients or substances that require a warning under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), or, if a warning is required or advisable, suppliers must notify 7-Eleven of the need for a warning and the ingredient that requires a warning before including the warning on a Product label. Suppliers are responsible for determining whether a Proposition 65 warning is required or advisable and for placing the warning on a Product’s label.

Facilities

Suppliers may only use facilities that comply with all applicable laws and that are properly licensed, permitted, and registered. Suppliers must maintain their Facilities and vehicles in compliance with industry standards for cleanliness, safety, and sanitation. Suppliers must install and maintain equipment to ensure the safe and sanitary production of Products and to reduce the risk of Product contamination (e.g., with pathogens) or safety or quality problems (e.g., contamination with foreign objects). Suppliers must also maintain adequate sanitation, pest control, and waste removal protocols to ensure that Facilities remain in safe and sanitary conditions and to protect the safety of Products, ingredients, and raw materials.

Co-Packers and Third-Party Manufacturers

Suppliers must notify 7-Eleven in writing of any Products that are produced in a plant not wholly owned or operated by the suppliers. Co-packers or third-party manufacturers may only be used with 7-Eleven’s prior written consent, must meet the same criteria outlined in these Supplier Requirements, and may be audited by 7-Eleven. Suppliers must also retain records documenting the use of co-packers or third-party manufacturers and their activities to ensure that such co-packers and third-party manufacturers are meeting these Supplier Requirements and all applicable laws. 7-Eleven reserves the right to approve or deny the use of any co-packer or third-party manufacturer and may revoke its approval at any time; provided, however, that

7-Eleven's approval will not be unreasonably withheld. Suppliers will remain primarily responsible and liable to 7-Eleven for all Products manufactured, produced, packaged, or delivered by co-packers or third-party manufacturers to the same extent as if the Products were manufactured, produced, packaged, or delivered by the suppliers themselves.

Manufacturing Practices and Food Safety

Suppliers must ensure that all manufacturing, storage, handling, and transportation practices are designed to ensure the safety of Products, ingredients, and raw materials. Suppliers must ensure their Facilities, equipment, vehicles, and procedures are designed to minimize risks that might affect the safety of Products, ingredients, or raw materials. Products must comply with 7-Eleven's shelf-life standards, and any changes to a Product's shelf life must be approved by 7-Eleven in writing. Suppliers must provide a validated food safety and quality shelf-life study for the Products.

Suppliers who provide food Products are responsible for ensuring they have documented (and periodically updated), comprehensive written food safety plans in place for all such Products, ingredients, and packaging materials through all phases of production, such as Hazard Analysis and Critical Control Points System (HACCP) or Hazard Analysis and Risk-Based Preventive Controls (HARPC). Such plans must be designed to evaluate and identify potential hazards related to the Products and must include proper preventive controls (which suppliers are also responsible for implementing) and verification measures. Suppliers must ensure all food Products are transported in compliance with the FDA's Sanitary Transportation Rule, 21 CFR 1, subpart O.

Suppliers must keep, maintain, and implement a written food defense plan to evaluate, pinpoint, and correct vulnerabilities within their Facilities that could provide a gateway for the intentional adulteration of food Products. The food defense plan must comply with all laws, be fully developed and written, and be reassessed at least every three years or more frequently as needed, such as when there is a process change. Suppliers must conduct vulnerability assessments to evaluate weaknesses within their systems of bulk liquid receiving and loading, liquid storage and handling, secondary ingredient handling, and mixing or similar activities. Suppliers must promptly provide copies of their food defense plans to 7-Eleven upon request.

Suppliers must have adequate controls in place to ensure that only ingredients, additives, and chemicals that are legally permitted and declared are present in Products. Suppliers must develop procedures to ensure Products are not exposed to illegal or unauthorized chemicals or residues at levels that exceed legal tolerances, from raw material receiving through storage and transit. Suppliers must also have procedures in place to determine if pesticide residues are present in the Products and that only pesticides approved for their specific purposes are used on or around Products or Product ingredients. Safety Data Sheets must be available and current for all chemicals used in and around all Facilities, and there must be a locked area at each Facility for chemical storage.

Suppliers must have procedures in place to prevent the presence of unlabeled allergens and the cross-contamination of Products not labeled as containing allergens with Products that contain allergens. Only allergens listed in the recipe for a Product may be listed on the Product label. The procedures must meet the requirements outlined in the Food Allergen Labeling and Consumer Protection Act (FALCPA). Food safety plans must include allergen assessments and validations. All potential sources of allergens and manufacturing cross-contamination must be reviewed, including, but not limited to: (1) raw materials, ingredients, and primary packaging; (2) ingredient storage segregation; (3) processing steps and shared equipment; (4) processing aids; (5) maintenance tools; (6) rework and manufacturing carryover; (7) line change-over sanitation; and (8) employee clothing and hand-washing procedures.

Suppliers must have procedures in place to prevent contamination with extraneous matter. The procedures must account for foreign materials specific to the Products or the production of the Products following regulatory rules and industry best practices. The procedures must include a risk assessment to identify potential extraneous matter hazards and procedures designed to ensure that no extraneous matter contamination occurs, from start-up through storage and transit, including inspection of overhead and adjacent areas. The procedures must include: (1) an assessment of and control process for all glass, hard plastics, and ceramics in the production and all Product storage areas; (2) standard operating procedures defining employee personal protective equipment (PPE) and control of production utensils, maintenance tools, and equipment parts; (3) procedures for training, corrective actions, reject material handling, and record retention; (4) risk assessments completed and documented for all new equipment and processes; (5) shielded lighting and a preventive maintenance program; and (6) at least one foreign material detection device (e.g., screens, filters, sieves, magnets, metal detectors, x-ray, vision systems) throughout the production process. Detection methods include monitoring procedures, monitoring frequency, functionality verification, failed checks corrective actions, timing of automated rejections systems, and calibration/certification frequencies. If none of these methods are available, suppliers must complete a hazard analysis for the process.

Suppliers must have systems in place to detect, prevent, and control microorganisms. Control programs must include process controls, sanitation controls, environmental controls, laboratory controls, accredited laboratories, testing, verification, training, corrective actions, and a procedure for Product holds and rejection. The programs must allow the 7-Eleven Food Safety and Quality Assurance Team access to the Certificates of Analysis directly from the laboratories when required. Initial and ongoing approval may require suppliers to share microbiological results with 7-Eleven.

Suppliers must have fully integrated and effective pest control programs that encompass each entire Facility and surrounding grounds. Suppliers must have documented procedures to manage in-house or third-party pest control operators. Such operators must conform to all applicable regulatory requirements and actions. Suppliers must manage and fully define the roles, responsibilities, and communication in the pest control programs. Pesticides may only be applied by individuals with proper certification or licensing. Safety Data Sheets must be available and current for all pesticides used in and around each Facility. Suppliers must store pesticides off-site and not within a Facility.

Suppliers must comply with the FDA's Current Good Manufacturing Practices (CGMPs) and must have quality controls and programs in place, including, but not limited to, Good Laboratory Practices (GLP), Sanitation Controls, Housekeeping, Weight Controls, Laboratory Controls, Equipment Calibration Controls, Reject Material Controls, Ingredient and Material Controls, Handling of Returned Goods, Management of Change, Employee Health, Standard Operating Procedures (SOPs), Training and Safety, Process and Production Controls, and Record Retention.

Suppliers must have systems in place to control the use of rework material in all Products, ingredients, and raw materials. Product formulas and processing directions must have specific provisions regarding the use of rework material, including amount of rework, acceptance criteria, storage, reprocessing steps, identification of allergens, use in Products, age limitations, special handling requirements, and traceability.

Records and Sample Retention

Suppliers' records must be kept in an organized and accessible fashion that enables tracing each lot of Product, and suppliers are responsible for cooperating with any requests from 7-Eleven for copies of records by promptly providing such records within 24 hours of 7-Eleven's request. Suppliers must store all records in a manner that will enable suppliers to provide copies

to 7-Eleven within 15 minutes of its request for such records during an announced regulatory inspection or as promptly as possible during an unannounced regulatory inspection. Suppliers must keep retention samples of each lot of finished Product for at least as long as the shelf life of such lot or any longer period required by applicable law or requested by 7-Eleven. Suppliers must keep enough retention samples from each Product lot to enable future testing of such samples. Suppliers are responsible for storing, at their cost, all retention samples under conditions that maintain the safety, identity, and integrity of the samples.

Suppliers who provide food or beverage Products that are not time/temperature control for safety foods must maintain documentation proving that the Products are not time/temperature control for safety foods, such as pH/Aw test results. Aw and pH must comply with the Aw and pH interaction charts in the FDA Food Code where applicable.

Traceability

Suppliers must have documented traceability systems in place to organize, label, and track (to at least the lot level) all Products, ingredients, packaging materials, and other components. Such systems must be able to provide detailed traceability of each lot of Product through all phases of production, from raw material sourcing to finished Product, and must use documented and organized numbering systems designed to label and trace specific lots of Products (and the ingredients and components used to make them) by unique identifiers, such as lot codes, batch ID numbers, or a similar numbering scheme. Traceability systems must be capable of tracing Products (and ingredients and components) in both a forward and backward manner, including the ability to trace Products from sampling, returns, in-transit, donations, and employee sales, so that suppliers can quickly trace distributed finished Products.

Suppliers must label finished Products with unique identifiers that allow consumers, if provided with relevant lot code information, to easily identify a specific Product in their possession (e.g., a Product subject to a Recall Event). Suppliers must train their personnel on how to use their traceability systems and how to create detailed traceability records.

Suppliers must maintain detailed records on all ingredients and materials they source (including, but not limited to, records related to the suppliers of such ingredients and materials) for at least two years after the finished Products containing such ingredients and materials are delivered to an Authorized Distributor, or for any longer period required by law. Suppliers must keep such records in a safe and accessible location so they can easily provide copies of such records to 7-Eleven within 24 hours of receiving a request for such information.

Audits and Inspections

Suppliers are responsible for obtaining and paying for all Facility audits and inspections conducted by third parties, including any audits or inspections required by 7-Eleven. Suppliers must cooperate with 7-Eleven personnel and third-party auditors selected by 7-Eleven to perform audits and inspections. 7-Eleven auditors must be authorized to enter, audit, and inspect, at reasonable times, any Facility and any other establishment storing, supplying, or co-packing Products. Audits may extend to all pertinent production areas, including, but not limited to, equipment, finished and unfinished materials, containers, and labeling. Audits may also include reviews of records, processes, controls, and Facilities that demonstrate Products produced for 7-Eleven meet the appropriate expectations and the Specifications. 7-Eleven will give 24 hours' notice prior to an audit conducted by 7-Eleven or its representatives but reserves the right to conduct unannounced audits during normal business hours through firms or agencies that conduct audits under contract, such as the National Sanitation Foundation or AIB International. Audit schedules will be based on the level of risk of suppliers' Facilities, the Products, and suppliers' practices.

Every Facility must complete an independent audit each year or per audit protocol and have those results forwarded to 7-Eleven within 10 business days from the time the audit is finalized. If audits are available online, the information (i.e., website address, username, and password) must be provided to 7-Eleven to allow 7-Eleven to retrieve the audit results.

7-Eleven has aligned with the Global Food Safety Initiative (GFSI), and all suppliers of food or beverage Products must obtain and maintain GFSI certifications. If 7-Eleven opts to allow a supplier to use an independent audit that is not GFSI, the audit must include a Facility inspection, a review of all food safety and quality system procedures and records, and a mock recall. An audit deficiency summary and corrective action plan may be requested to determine next steps on a case-by-case basis. Each supplier is expected to contact 7-Eleven to report any audit events, issues, and failures within 24 hours from the completion of the audit.

All Products are subject to inspection and evaluation in comparison to product standards and specifications (e.g., sensory, weight/volume control). Sampling units will be drawn randomly from a lot, may be collected from an Authorized Distributor or a supplier, and will be used to assess Product conformance and performance.

Suppliers must keep organized records of all Facility audits and inspections in an accessible location. When arranging for audits, suppliers may only use auditors that are acceptable to 7-Eleven. 7-Eleven may provide a list of qualified auditors or specific audit standards for a category of Products from time to time.

7-Eleven must be notified immediately when any Product is directly or indirectly the subject of regulatory contact, regulatory action, or any voluntary or involuntary retrieval.

Suppliers must also notify 7-Eleven of any noncompliance or problems that arise during Product transport, including any problems with an Authorized Distributor, within 24 hours after becoming aware of such matters.

Recall Events

Suppliers must maintain written recall plans that comply with all applicable laws and industry best practices and must train their personnel on how to follow such recall plans, including by conducting periodic mock recalls and other trainings to ensure that the recall plans function as intended. Recall plans must define effective methods for receiving and acting upon a Recall Event notification within 24 hours. Recall plans must account for raw materials, direct-food-contact packaging materials, rework and carry over, held or destroyed Product, finished Products in their entirety, and waste standards for each raw material or ingredient to account for spilled Product and packaging errors.

Suppliers must notify the 7-Eleven Food Safety and Quality Assurance Team and the applicable 7-Eleven Department Team of any request or order for a Recall Event by a federal, state, or local authority or regulatory agency and any voluntary Recall Event initiated by Supplier within 24 hours following the initiation of such Recall Event, and in any event, at least 12 hours prior to the dissemination to the FDA or to any other third party of any statement or press release concerning such Recall Event. “Recall Event” means any voluntary or mandatory recall, withdrawal, removal, or request to pull and destroy, hold, or stop the sale of any Product, any ingredient or material used to produce a Product, or any product used or held in the same Facility where Products, ingredients, or materials are made or stored.

Suppliers are responsible for covering all costs associated with Recall Events, including reimbursing 7-Eleven for all costs incurred in connection with Recall Events. Such costs may include, but are not limited to, attorneys’ fees, costs of making

public announcements, costs for destroying or disposing of affected Products, and costs to reimburse 7-Eleven stores for the value of affected Products.

Suppliers must quarantine, and may not use, ship, or distribute, any Products or ingredients that are being quarantined or investigated in connection with any health, quality, or safety issue, including, but not limited to, any Recall Event. Suppliers must ensure that Products affected by a Recall Event are properly disposed of, including coordinating the destruction of such Products at the store level or at the Authorized Distributors or arranging for Products to be collected and disposed of by appropriate third parties in accordance with any directions or instructions that 7-Eleven may provide. Suppliers must provide satisfactory proof to 7-Eleven of the lawful disposition of affected Products, including photographs and certificates of destruction, if requested.

Crisis Management and Emergency Response Plan

Suppliers must have written, up-to-date crisis management and emergency response plans in place. A crisis management and communication plan must include effectiveness checks at predefined intervals and a contingency plan to ensure that an alternative back-up program exists to limit business disturbance in the event of an interruption to operations from events such as natural disasters, union actions, fires, utility issues, and pandemics. Any crisis impacting the supply of Products to 7-Eleven must be communicated within 24 hours to the 7-Eleven Food Safety and Quality Assurance Team and pertinent departments.

Adverse Event and Noncompliance Reporting

Suppliers must train their personnel on how to report any adverse events or potential safety or health hazards promptly and accurately to 7-Eleven so that such matters can be quickly addressed and resolved. Specifically, suppliers must report the following to 7-Eleven promptly, and no more than 24 hours after they become aware of:

- any noncompliance with: (1) law, (2) the Specifications, or (3) 7-Eleven's standards or requirements (including, but not limited to, these Supplier Requirements), regardless of whether such noncompliance is discovered during an audit, described in a notice from a governmental authority, or discovered in another manner;
- any issues or occurrences that may pose a risk to Product quality or safety or to consumers' health or safety (e.g., Product contamination, spoilage, mislabeling);
- an Recall Event;
- the personal injury to, illness, or death of any person that is in any way alleged to be related to a Product or a component of a Product;
- any occurrence that could reasonably be expected to lead to or result in the need for a Recall Event, even if no Recall Event occurs or has yet occurred; and
- any product action, including a Recall Event, regardless of recall classification, for any product manufactured in the same Facility as a Product or any product that is a variation of a Product.

When reporting adverse events to 7-Eleven, suppliers must provide all records requested by 7-Eleven related to the adverse events (e.g., audit reports, copies of notices received from governmental authorities, affected Products and codes).

Suppliers must promptly pinpoint and correct the causes of adverse events and take all necessary measures to prevent the adverse events from happening again. Suppliers are responsible for arranging and paying for any investigations, root cause analyses, corrective actions, and audits needed or requested by 7-Eleven to resolve adverse events and prevent reoccurrence. Suppliers must handle all adverse event reporting required by governmental authorities but, if permitted by applicable law, must first notify 7-Eleven at least 24 hours before submitting any adverse event report to a governmental authority.

Regardless of whether adverse events are reported to governmental authorities, suppliers must keep and maintain detailed records of all adverse events for at least seven years, or any longer period required by law. Suppliers must keep such records in a secure and accessible location so they can easily access and provide copies to 7-Eleven upon request.

Adverse Event and Noncompliance Reporting

Suppliers must promptly notify 7-Eleven of business developments that may affect their operations or ability to continue performing their obligations. Each supplier must promptly notify 7-Eleven if it or any co-packer it uses files for bankruptcy, starts winding up its business, appoints a receiver or trustee over any of its business or property, makes an assignment for the benefit of creditors, becomes insolvent or unable to pay its debts, or otherwise stops doing business.

Without limiting any other obligations in a written agreement between a supplier and 7-Eleven, elsewhere in these Supplier Requirements, or under applicable law, suppliers must contact 7-Eleven as soon as reasonably possible or at least within 24 hours in any of the following situations:

- any significant changes to a supplier's Facility, processes, or Products;
- a failed required audit or failed independent third-party audit of any kind;
- reports of consumer complaints that identify a safety issue, such as foreign objects or illness;
- any Recall Events related to a Facility, regardless of the product;
- a crisis impacting the supply of Products to 7-Eleven;
- any threatened or actual Product tampering;
- media activity or regulatory investigation, including withdrawal of federal inspection for a violation of the Humane Methods of Slaughter Act; and
- media activity that could negatively affect 7-Eleven or its brands by association.

Revision History	
Version Date	Revision Reason
July 3, 2023	Original publication
June 7, 2024	Update definition of "laws" in Basic Requirements; Add Section 5 Proprietary Product Suppliers Addendum to the Vendor/Supplier Guidelines