

A photograph of a Cumberland Farms building at night, with the company name in large blue and green letters on the roof. The image is darkened to serve as a background for the text.

Cumberland Farms Limited

Supplier Code of Conduct



1. Introduction

Cumberland Farms Limited is a leading global independent convenience retailer that provides an innovative approach to forecourt trading and a best-in-class customer experience for groceries, merchandise, foodservice, and fuel. Our stores provide excellent service and good value, quality products at well maintained, convenient locations. Our success is built upon excellent relationships with a portfolio of international brand partners and strategic acquisitions, supported globally by our employees who continuously deliver our products and services to millions of customers every week and support the local communities in which we operate. At Cumberland Farms Limited, we are committed to responsible and ethical business practices in all operations and expect our Suppliers to share this commitment with us.

This Supplier Code of Conduct (the “Code of Conduct” or “Code”) contains basic expectations of our suppliers in areas such as human rights, labor standards, ethics and business practices, sustainability, and legal compliance and represents minimum standards that apply in addition to particular contractual obligations that Suppliers may enter into with us. In the event that any contract between Cumberland Farms Limited and a Supplier contains stricter requirements than those contained this Code, the stricter contractual requirements shall supersede this Code to the extent of any inconsistency with the terms herein.

This Code of Conduct applies to all suppliers, contractors, and other vendors (collectively “Suppliers”) that provide goods, products, or services of any kind to Cumberland Farms Limited. The term “Suppliers” shall include the owners, directors, employees, and agents of each Supplier. Any use of the terms “Cumberland Farms Limited,” “we,” or “us” shall mean Cumberland Farms Limited, collectively with its affiliates and subsidiaries and includes all of its banner stores and retailers. All individuals providing labor or services to Suppliers are referred to herein as “Workers.”

This Code of Conduct represents our basic expectations as to how our Suppliers will conduct business. All Suppliers of Cumberland Farms Limited, as well as any subcontractors or lower-tier suppliers, must comply with the letter and spirit of this Code at all times while doing business with us. Any violations may result in immediate suspension or termination of our business with the Supplier. Cumberland Farms Limited may modify, update, or replace this Code of Conduct at any time. We expect our Suppliers to keep up to date and comply with any such changes.

We welcome the cooperation and partnership of our Suppliers and appreciate your compliance with this Code of Conduct and commitment to responsibly and ethically provide us with quality goods and services.

2. Compliance with Laws and Standards

2.1 Laws and Regulations

In any way related to their dealings with Cumberland Farms Limited, Suppliers must comply with all applicable national, federal, state, provincial, local, and international laws and regulations, as well as any rules and orders of government agencies with proper jurisdiction.

2.2 Industry Standards

Suppliers must provide goods and services to Cumberland Farms Limited that meet or exceed the standards of their industry. Suppliers shall comply with all applicable rules and standards issued by industry self-governance organizations, including but not limited to those issued by ISO, ANSI, ASTM, API, IPC, IEC, IATF, and other similar organizations.

2.3 Licenses and Permitting

Suppliers must maintain all licenses and permits required for their business operations with Cumberland Farms Limited. Each Supplier shall be solely responsible for any fines or other penalties incurred as a result of failure to hold proper licenses or permits.

2.4 Trade Controls

Suppliers must comply with all trade and economic sanctions, import and export laws and regulations, customs laws and regulations, and other trade controls arising under applicable law in any way related to their dealings with Cumberland Farms Limited. Suppliers must not do business with any person or entity that is known or suspected to be a restricted or debarred party, or that is based in a jurisdiction subject to comprehensive sanctions as defined under applicable law.

2.5 Legal Status

In any way related to their relationship with Cumberland Farms Limited, Suppliers shall only employ individuals who are legally authorized to work in the applicable job location and are responsible for verifying work eligibility. Suppliers must comply with all applicable laws and regulations regarding immigration and employment authorization. Suppliers shall not withhold or confiscate documentation of any individual's immigration status or authorization to work.

3. Ethics and Business Practices

3.1 Conflicts of Interest

Suppliers must avoid actual or potential conflicts of interest and the appearance of impropriety in their operations in any way involving Cumberland Farms Limited – i.e., instances where the Supplier’s personal interests (including interests of the Supplier itself or the Supplier’s employees, officers, or directors) conflict or appear to conflict with Cumberland Farms Limited’s interests. Suppliers shall not give, promise, or accept personal payment, incentives, favors, or anything else of value in order to gain an improper advantage in negotiations or to secure business or a business advantage with us or with other companies related to Cumberland Farms Limited. All business courtesies provided by Suppliers to Cumberland Farms Limited – including gifts, hospitality, entertainment, events, travel, or accommodation – must be reasonable, appropriate, and have a clear business purpose. Similarly, Suppliers must not directly or indirectly exploit for personal gain any information or opportunities that are discovered because of the Supplier’s relationship with Cumberland Farms Limited. Any Supplier with an actual or suspected conflict of interest must promptly report the conflict to us in writing at the earliest opportunity and must seek and follow our written instructions on the matter.

3.2 Corruption, Fraud, and Money Laundering

Suppliers shall not make any bribes or kickback payments and shall not engage in fraud, money laundering, embezzlement, extortion, illegal political contributions, or other corrupt practices in any way related to their dealings with Cumberland Farms Limited. Cumberland Farms Limited has a zero tolerance policy toward bribery. Suppliers may not offer, provide, authorized or promise, directly or indirectly, anything of value to anyone, including government officials or Cumberland Farms Limited employees, to improperly obtain or retain business or to obtain an unfair commercial advantage. Suppliers are also prohibited from making facilitation payments (i.e., payments to a government official to expedite or secure a routine non-discretionary governmental action) in connection with Cumberland Farms Limited business. Suppliers must comply with all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and equivalent laws in other jurisdictions. Suppliers must also take all necessary actions to prevent fraud, and must comply with all applicable anti-money laundering laws in any way related to their dealings with Cumberland Farms Limited.

3.3 Fair Competition and Fair Dealing

Suppliers shall not engage in any price fixing or market allocation schemes or other conduct that illegally limits competition in any way related to Cumberland Farms Limited. Suppliers must not enter into any agreements or understandings with competitors in violation of relevant antitrust laws (e.g., fix prices, exclude competition, bid rig, limit production, etc.). Suppliers must comply with all applicable antitrust and competition laws and regulations. Suppliers must also deal fairly with Cumberland Farms Limited and others related to the Cumberland Farms Limited relationship. Suppliers must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealing or practice.

3.4 Record Keeping

Suppliers must maintain books, records, and accounts (“Records”) related to their business with Cumberland Farms Limited in accordance with applicable laws, regulations, and generally accepted accounting principles. Such Records must be accurate and sufficient for the Supplier to demonstrate compliance with applicable laws and regulations, this Code, and any contractual obligations of the Supplier. Suppliers must not falsify documents, transactions, or accounting records related to Cumberland Farms Limited. Records must include all relevant data and documentation of business transactions, finances, product quality, safety, and traceability, employee safety, and other matters required by law.

4. Human Rights and Labor Standards

4.1 International Standards

Suppliers shall respect and uphold human rights in line with international conventions and guidelines. These include the United Nations Guiding Principles on Business and Human Rights, the International Bill of Human Rights (which includes the Universal Declaration of Human Rights), the International Labour Organization (“ILO”) Declaration on Fundamental Principles and Rights at Work, the OECD Guidelines for Multinational Enterprises, the Children’s Rights and Business Principles, and UN conventions on the elimination of discrimination. Suppliers are prohibited from engaging in forced labor in any way related to the goods or services they provide to Cumberland Farms Limited. Cumberland Farms Limited expects its suppliers to deploy industry standard supply chain compliance controls to mitigate risks of forced labor in their supply chain.

4.2 ETI Base Code

Suppliers shall protect the fundamental rights of Workers by complying with the Ethical Trading Initiative (“ETI”) Base Code (<https://www.ethicaltrade.org/eti-base-code>). This is founded on the conventions of the ILO and is an internationally recognized code of labor practice. The Code sets out specific requirements in the following areas:

- 1) Employment is freely chosen
- 2) Freedom of association and the right to collective bargaining are respected
- 3) Working conditions are safe and hygienic
- 4) Child labor shall not be used
- 5) Living wages are paid
- 6) Working hours are not excessive
- 7) No discrimination is practiced
- 8) Regular employment is provided
- 9) No harsh or inhuman treatment is allowed

The Supplier shall report to Cumberland Farms Limited any breach or suspected breach of the ETI Base Code across its own operations and supply chain relevant to Cumberland Farms Limited.

4.3 Discrimination

Suppliers are prohibited from any discrimination based on race, national origin, religion or belief, gender, gender identity or reassignment, sex, sexual orientation, age, marital status or civil partnership, pregnancy or maternity, disability, veteran status, or any other characteristic protected by applicable law. Suppliers must treat all Workers fairly and with dignity and respect.

4.4 Reporting Grievances

Suppliers must provide a means for the reporting of grievances and dispute resolution between Workers and management. Grievances must be investigated and addressed fairly and in a timely manner.

4.5 Risk Monitoring and Audits

Cumberland Farms Limited regularly monitors risks across its supply chain and may ask Suppliers to complete an ethical sourcing questionnaire. In cases where Cumberland Farms Limited identifies specific human rights risks, Suppliers may be required to undertake and share an ethical audit at their own expense. Where audits are required, these must be an audit using the Sedex Members Ethical Trade Audit standard (or equivalent standard) that has been carried out within the past two years. The Supplier must also demonstrate that it has acted on the audit findings and closed out the most serious non-conformances.

5. Quality and Safety

5.1 Food and Beverage Safety and Quality

All Suppliers providing food and beverage products, ingredients, and services ("Food Products and Services") to Cumberland Farms Limited shall comply with Cumberland Farms Limited's applicable quality and safety requirements, which can be found at <https://cumberlandfarms.group/suppliers/>.

All Food Products and Services must meet or exceed applicable quality and safety laws, regulations, rules, and standards, including but not limited to regulations of the FDA, USDA, FSA, DEFRA, EFSA, FOA, ECDC and their equivalent agencies in other jurisdictions. Food and beverage products and ingredients must be properly packaged and labelled. Suppliers must enact proper quality management and hazard assessment systems and procedures, including any mandatory use of HACCP principles. Suppliers must immediately report any safety or quality concerns to Cumberland Farms Limited and take all actions necessary to mitigate any danger to the public.

5.2 Recalls

Suppliers must enact product recall procedures to address any quality or safety concerns. Such procedures must comply with all applicable laws and regulations and must meet or exceed applicable industry standards. Suppliers shall be responsible for all costs and expenses related to product recalls and must reimburse Cumberland Farms Limited for any and all costs, expenses, and other losses arising out of recall events.

6. Confidentiality and Data Security

6.1 Confidentiality

Suppliers shall protect Cumberland Farms Limited's confidential information, as well as the confidential information of its customers, suppliers, shareholders, employees, or other third parties that disclosed or made information available in confidence, from unauthorized use and disclosure and shall only use such information as instructed or agreed. Confidential information should be interpreted broadly to include any proprietary information or information not generally available to the public, in any form or any medium. Suppliers shall not disclose our confidential information without the prior written consent of Cumberland Farms Limited and must strictly limit access to individuals with legitimate business reasons for accessing and using such information.

6.2 Privacy and Personal Information

Suppliers must protect any personal identifying information of our customers and any other individuals that they collect, process, possess, store, or transmit related to Cumberland Farms Limited. Suppliers shall comply with all applicable privacy and data privacy laws and regulations as well as any data breach notification laws.

6.3 Data Security

Suppliers shall enact appropriate physical, technical, and administrative measures to safeguard Cumberland Farms Limited's data and any personal identifying information in its possession.

7. Environment and Sustainability

Suppliers must operate in compliance with the letter and spirit of all applicable environmental laws, regulations, and permitting requirements in any way related to their work for Cumberland Farms Limited.

We expect our Suppliers to regularly assess environmental and sustainability risks and implement due diligence across their operations and supply chain to minimize risks. For example, actions should be taken to minimize adverse effects on the environment, including but not limited to minimizing energy and resource use, reducing carbon emissions and other pollution, minimizing waste and landfill and ensuring products do not contribute to deforestation or harm to biodiversity.

Suppliers are encouraged to establish internal objectives for continuous environmental improvement and, where applicable, align their practices with recognized international standards such as ISO 14001. Suppliers shall complete Cumberland Farms Limited's ESG questionnaire on request, and provide any data that may be required for Cumberland Farms Limited to fulfil its own legal obligations and progress towards its ESG & sustainability goals.

8. Marketing and Publicity

Suppliers may not use the names, logos, trademarks, or other intellectual property of Cumberland Farms Limited or any of its banner stores or retailers for marketing, advertising, or other purposes or issue any press releases related to its status as a Supplier of Cumberland Farms Limited or otherwise publicize its relationship with us without the prior written approval of Cumberland Farms Limited.

9. Lower-Tier Suppliers and Subcontractors

Suppliers shall require all lower-tier suppliers or subcontractors to comply with this Code of Conduct. Suppliers must receive Cumberland Farms Limited's prior written consent before utilizing lower-tier suppliers or subcontractors and Cumberland Farms Limited reserves the right to reject lower-tier suppliers and subcontractors that do not meet its standards.

10. Audit Rights

Suppliers must allow Cumberland Farms Limited or its third party auditors to verify the Supplier's compliance with this Code of Conduct and any contractual obligations that the Supplier has agreed to. Audit methods may include on-site facility inspections (including unannounced audits), record inspections, surveys, questionnaires, independent assessments, and other methods in our discretion. Audit requests and any other requests for information required under this Code of Conduct shall be complied with within no more than thirty (30) days of such request.

11. Reporting Violations

Each Supplier must immediately report any actual or suspected violations of this Code of Conduct by itself, any other Supplier of Cumberland Farms Limited, or their respective directors, officers, Workers, agents, or lower-tier suppliers or subcontractors. Suppliers shall also immediately report any actual or suspected improper, illegal, or unethical conduct of the employees of Cumberland Farms Limited or its banner stores and retailers and any concerns regarding product quality or safety.

Such reports may be made through our confidential whistleblowing platform that can be accessed at <https://www.cumberlandfarms.group/whistleblowing/> or by phone by calling the number listed on the same page for the country in which the violation took place.

12. Termination

Cumberland Farms Limited may immediately suspend or terminate its business relationship with Supplier in the event that this Code of Conduct is violated by a Supplier or its lower-tier suppliers or subcontractors, if permissible consistent with contractual terms and applicable law. Suppliers shall bear any and all costs and expenses of such termination.