

STANDARD TERMS AND CONDITIONS
Production Goods and Services

1) GOODS AND SERVICES

a) Goods. For purposes of this Agreement, "Goods" means any goods provided to Buyer over the Term, as set forth herein or in an applicable Order, including but not limited to the following: (i) materials, tools, parts, components, and consumables (e.g., lubricants, adhesives, filters, filter materials and chemicals) for manufacturing lines, systems, machines, support equipment and other equipment, and replacement parts and tools required for but not limited to maintenance and repair of Buyer equipment (collectively, "Parts"), and including any and all licenses for any operational software and firmware for such equipment, excluding any software that Buyer may be required to license directly from third parties, and all related documentation (collectively, "Operational Software"); (ii) custom-made parts, format parts, complex assembly units or upgrades, enhancements and replacements of any hardware units and components and/or Operational Software ("Change Parts"); and (iii) other standalone software such as for monitoring, diagnosis, configuration or management of equipment, utilities, documents, building systems or inventories ("Standalone Software"). Unless otherwise disclosed by Supplier to Buyer in an Order, all Goods supplied under this Agreement and each Order will be new and manufactured from new parts.

b) Services. For purposes of this Agreement, "Services" means any services provided to Buyer over the Term, including but not limited to those related to the supply of Goods and ongoing assistance to support the operation, maintenance and repair of Goods, and as set forth herein or in an applicable Order, including but not limited to the following: (i) installation, start-up and/or commissioning of Goods; (ii) professional services, including but not limited to engineering or design services connected to the supply of Goods; (iii) training; (iv) technical service for trouble-shooting, failure diagnosis, repair and/or maintenance, inspection, audit, performance validation, modifications, overhauls and subsequent start-up, either on-site or remotely ("Technical Service"); and (v) contract maintenance services including, but not limited to:

- (1) scheduled preventive maintenance based upon the specific needs of designated machinery and as necessary in order to keep such machinery in good working condition in accordance with the manufacturer's recommended guidelines;
- (2) unscheduled on-call remedial maintenance as required in response to Buyer's requests; and
- (3) any enhancements, upgrades and improvements of all Operational Software or Standalone Software; and
- (4) regular technical inspections to evaluate machinery condition and to plan and prepare further scheduled maintenance work.

Supplier agrees to provide Technical Service to Buyer on an as-required basis at all times during the term of each Order. Furthermore, wherever possible, on-site Technical Service support will be provided and delivered by trained and competent personnel.

c) Site. For purposes of this Agreement, "Site" will mean the manufacturing facility or other facility of Buyer where Goods and/or Services will be provided or performed by Supplier, as specified in an applicable Order.

d) Request for Proposal; Supplier's Proposal. Prior to placing an Order for Goods and/or Services, at Buyer's sole discretion, Buyer will first submit to Supplier a request for proposal or other order inquiry ("Request for Proposal" or "RFP"). An RFP for Parts may indicate Buyer's delivery priority (i.e., emergency, urgent, replenishment, scheduled maintenance, etc.). Upon receipt of Buyer's RFP, Supplier, unless able to demonstrate reasonable commercial or technical justification to decline, will provide Buyer with a written price quote or proposal which will include, at a minimum, a list of the Goods and Services to be provided, the lead time for delivery, and the itemized fees (in accordance with those listed in this Agreement). Supplier agrees to make best efforts to respond to Buyer's RFP as to Parts, according to the delivery priority and confirming the agreed date(s) for dispatch for Parts from Supplier's facility, or, as to Change Parts, within fifteen (15) business days of receipt of Buyer's RFP for Change Parts confirming the lead time required for fabrication for Supplier's own-manufactured equipment, and a budgetary cost estimate for any items supplied by third-parties. Buyer may also from time-to-time make inquiry of Supplier regarding budgetary cost estimates for Change Parts to suit planned new products or packages, as part of a feasibility study, in which case Supplier agrees to respond within a period of five (5) business days with its best estimate of the likely costs and the timeframe required for supply of such Change Parts.

e) Pre-Printed or Other Standard Terms. Buyer will not be bound by any provisions in Supplier's proposals, order acknowledgement or acceptance forms or other documents (including any counter-offers), including any online terms and conditions referenced in any such documents or in a website, application or other digital or electronic format, that propose any terms or conditions in addition to or differing from the terms and conditions set forth herein, and any such terms and conditions of Supplier and any other modification to this Agreement or any Order will have no force or effect and will not constitute any part of the terms and conditions of this Agreement or any Order. Furthermore, no click-through or similar agreement relating to the Goods and/or Services shall be of legal effect unless duly and manually signed by both parties. Buyer's failure to object to provisions contained in Supplier's documents will not be deemed a waiver of the terms and conditions set forth herein.

f) Changes to an Order. Buyer and Supplier may request a change to any of the terms of an Order between such Buyer and Supplier. To implement a change under an Order, the parties must prepare a written change order or amendment in a form mutually acceptable to the parties and executed by the representatives of the parties authorized to make changes to the Order ("Change Order"). Upon both parties signing a Change Order, it will be deemed a part of the applicable Order to which it relates for all purposes.

g) Principal Supplier and Sub-Supplier. The Supplier providing Goods and Services pursuant to an Order issued by Buyer is the "Principal Supplier" to Buyer. Buyer acknowledges that Supplier, in its role as Principal Supplier, may be a reseller of certain goods or services, purchasing such Goods or retaining such Services from sub-suppliers. Notwithstanding Supplier's status as a reseller of any Goods or Services, including the resale of any individual items, the terms and conditions of this Agreement will govern all Goods and Services purchased by Buyer under an Order. Unless otherwise set forth in the Order, Supplier

will remain liable to Buyer for the performance of such Goods and Services regardless of whether Supplier is a reseller of the Goods or Services.

h) Designated Sub-Supplier. Subject to reasonable advance notification prior to executing an Order, Buyer may, in its absolute discretion, elect to nominate a third-party supplier, or a panel of third party suppliers from which Supplier and Buyer may agree upon final selection, to provide certain items of goods or particular services under such Order. The sub-supply delivery model employed under an Order and the agreed allocation of risk and responsibility will be specifically set forth in the Order.

2) STANDARD SERVICES.

a) Engineering and Design. Supplier will be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings and Specifications furnished by Supplier under an Order, including compliance with all regulations pertaining to the Site relevant to the Order. Supplier will and will have all Subcontractors, without additional compensation, correct or revise any errors or deficiencies in such designs, drawings and Specifications furnished by Supplier. Supplier's obligations in this regard are without prejudice to any other rights or remedies available to Buyer under this Agreement and/or any Order. To the extent that an Order requires civil engineering to be performed by Supplier and applicable Law requires, such engineering or design Services will be reviewed and approved by architects or engineers registered to practice such discipline in the state or jurisdiction of the Site.

In the interest of cost consciousness and value engineering, at all times during the Term of this Agreement and any engineering or design phases set forth in an Order, Supplier will be alert for and will make commercially reasonable efforts to identify high-cost, low-value items or systems to Buyers. Supplier will promptly advise Buyer of potential improved cost/benefit ratios identified during the engineering or design effort, taking into consideration such relevant factors as initial cost, availability, durability, reliability, maintenance, energy consumption and future uses of equipment in Site.

b) Service Hotline. Supplier will maintain at all times during the Term of this Agreement a twenty-four (24) hour telephone service hotline. Such hotline may be supplemented by an online (internet-based) support system. Supplier will respond to Buyer requests made via this service hotline with, at a minimum, comments or a plan of action to address any issue within six (6) hours. The same response time will apply for weekends (Friday 5:30 p.m. until Monday 7:00 a.m.) and public holidays.

c) Other Services. Supplier will, at no additional charge to Buyer, maintain detailed records of Supplier's progress under an Order and provide status updates as reasonably requested by Buyer.

d) Claims for Payment.

i) **Orders for Goods.** Unless otherwise agreed in the Order, Supplier will be entitled to invoice Buyer for Parts or Change Parts upon delivery of such items to Buyer. If an Order for Parts or Change Parts also includes Services, such as for installation and/or commissioning, then Supplier will be entitled to invoice Buyer upon successful completion of those Services, as evidenced by the site report completed by Supplier's technician and signed by Buyer.

ii) **Orders for Services.** Supplier will be entitled to invoice Buyer for Services upon completion of the relevant Service activity, as evidenced by the Site report completed by Supplier's technician and signed by Buyer.

iii) **Adjustments.** Adjustments to the fees determined under Change Orders may be claimed or credited separately.

e) Payment; Set-Off. Invoices and payment claims that are in a form reasonably acceptable to Buyer and accompanied by the supporting documentation reasonably requested by Buyer will be paid within sixty (60) calendar days of their receipt by Buyer. Any payment is contingent upon Buyer having issued a valid purchase order and Order, where required by Buyer, for the Goods and/or Services ordered. In the event Buyer disputes any portion of an invoice or payment claim, Buyer will pay the undisputed portion as set forth above and the parties will proceed in good faith to resolve the dispute. Buyer reserves the right to set-off any and all amounts that are due and payable to Buyer for costs or damages incurred by Buyer that Buyer is entitled to under an Order against amounts due or that will become due to Supplier under such Order. The exercise of Buyer's right to set-off will not affect Supplier's right to dispute Buyer's entitlement to such amount.

f) Review. Buyer will have the right, upon reasonable advance notice to Supplier, to visit Supplier's manufacturing facilities to inspect work-in-progress under this Agreement or an Order at all reasonable times and places as it applies to such Buyer and subject to compliance with such regulations applicable to those facilities, including any confidentiality requirements. Further, Buyer will have the right to request and review, in order to substantiate charges to Buyer, the directly pertinent documents and records for Goods or Services, or any components thereof, provided on a time and material, open book or pass-through basis under an Order including, for example, sub-supplied items. Subject to compliance with the above-mentioned regulations and any relevant confidentiality requirements, Buyer may designate a third party to conduct the visits or reviews described in this section on Buyer's behalf and at Buyer's expense.

3) INDEPENDENT CONTRACTOR STATUS. Supplier is an independent contractor and not an agent, representative, or joint venture partner of Buyer. Supplier acknowledges and agrees that it will, at all times, be responsible for all obligations and entitlements, including but not limited to wages, benefits and taxes, health and worker compensation insurance (or other equivalent employment related insurance) related to its Staff. Supplier will be solely responsible for making all payments to and on behalf of its Staff, including those required by law.

4) SUPPLIER'S STAFF; SUBCONTRACTORS; WORK RULES; REMOVAL OF EMPLOYEES AND OTHERS.

a) Staff. With regard to each Order, Supplier will appoint an individual who will serve as the primary point of contact for Buyer in connection with the Goods and Services with the authority to direct all actions required and communicate all decisions under the Order on behalf of Supplier, and sufficient staff, either through Supplier's employees or Subcontractors, at all times in order to meet Supplier's obligations under the Order

(collectively, "Supplier's Staff"). Buyer is not responsible for any overtime payments incurred by Supplier to meet Supplier's obligations under an Order, except to the extent previously approved in writing by Buyer. Any time spent by Supplier's Staff in meetings and training classes in order for Supplier's Staff to be able to perform Supplier's obligations under an Order is included as part of the fees and, unless otherwise agreed in an Order, no additional amounts will be charged to Buyer.

Supplier is responsible for recruiting, training, supervising, disciplining and discharging any individual of Supplier's Staff. Supplier will immediately correct any situation arising from the behaviour of Supplier's Staff that is not reasonably acceptable to Buyer. By written notice, and at any time during the term of the Order, Buyer may require Supplier to remove an individual of Supplier's Staff rendering Services under such Order who Buyer reasonably deems a danger to Site, or who has engaged in violence, theft, discrimination, or breach of local safety and security rules, or who is otherwise reasonably objectionable to Buyer.

Supplier will not reassign or replace an individual of Supplier's Staff that is identified in an Order, and will make commercially reasonable efforts to not reassign or replace an individual of Supplier's Staff not howsoever named but engaged by Supplier to perform duties at the Site during his or her assignment under an Order unless Buyer consents to such reassignment or replacement or an individual of Supplier's Staff voluntarily resigns from Supplier, is dismissed by Supplier, or is unable to work due to his or her death or disability. Should Supplier have to reassign or replace an individual of Supplier's Staff during his or her assignment under an Order, Supplier agrees to provide Buyer with as much notice as possible and to use its commercially reasonable efforts to cause any transition from one individual to another to be orderly and efficient. Notwithstanding the foregoing, Supplier agrees to always maintain, to the best of its ability, continuity of Supplier's Staff.

b) Subcontractors. Supplier will be responsible for the acts and omissions of each individual of Supplier's Staff and all other persons required or utilized by Supplier or Subcontractors in the performance of its obligations under this Agreement and all Orders. For purposes of this Agreement, a "Subcontractor" is any person or entity (including but not limited to consultants, contractors, laborers, materialmen, subcontractors or sub-subcontractors) who or which has a direct contract with Supplier to perform any portion of Supplier's obligations under this Agreement and any Order. For avoidance of doubt, Subcontractors excludes Sub-Suppliers that supply components used in the manufacture of Goods. Supplier agrees to consult with Buyer regarding, and to obtain Buyer's advance written approval, including by email or other electronic means and which will not be unreasonably withheld, for all Subcontractors required or utilized by Supplier in the performance of its obligations under this Agreement and any Order. Further, Supplier will ensure that Buyer is not liable to any Subcontractor because of Supplier's failure to perform or any breach of an Order and/or this Agreement by Supplier. Any subcontract, sub-subcontract or the like will include a provision whereby any subcontract, sub-subcontract or the like may be assigned to Buyer in case of Supplier's insolvency or termination of this Agreement and the applicable Order. Similarly, no subcontract, sub-subcontract or the like by Supplier will limit in any way Buyer's rights or remedies as contemplated herein; nor will such any subcontract, sub-subcontract or the like be deemed to limit Supplier's obligations to Buyer. For purposes of this Agreement and each Order, regardless of the specific use of the defined term "Subcontractor" throughout the provisions of this Agreement and any Order, the defined term "Subcontractor" will be included in the defined term "Supplier".

c) Work Rules; Removal of Employees and Others. Supplier's employees, agents, contractors, subcontractors, sub-subcontractors, vendors, and suppliers will comply with all regulations and rules of Buyer that may be in effect at Buyer facilities, including, but not limited to, good manufacturing practices, Coca-Cola operating requirements ("KORE"), passes, badges, confidentiality obligations, smoking, sanitation, health, safety, environmental, security, fire prevention, signs and other rules and regulations set forth elsewhere in this Agreement, an Order or at the facility. In the event that Supplier's employee, agent, contractor, Subcontractor, sub-subcontractor, vendor or supplier is found not to comply with any facility regulations and rules, Buyer will notify Supplier of such fact and Supplier shall immediately remove said employee, agent, contractor, Subcontractor, sub-subcontractor, vendor or supplier. Supplier will indemnify, defend and hold Buyer harmless against any claims arising out of acts or omissions of its employees, agents, contractors, Subcontractors, sub-subcontractors, vendors or suppliers providing Goods and Services at or on a Buyer facility. If Supplier's employees, agents, contractors, Subcontractors, sub-subcontractors, vendors or suppliers are removed pursuant to this section, Supplier shall provide replacements reasonably acceptable to Buyer within five (5) business days of such removal. Buyer will be the sole judge as to performance capability. Any replacement employees, agents, contractors, Subcontractors, sub-subcontractors, vendors or suppliers will have substantially equivalent or better qualifications than the personnel being replaced. Unless otherwise agreed to in writing by Buyer, Supplier shall not remove or replace personnel provided hereunder. There will be no charge to Buyer for any replacement provided in accordance with this section while the replacement employees, agents, contractors, Subcontractors, sub-subcontractors, vendors or suppliers acquire the necessary orientation, which will not exceed five (5) business days. Failure by Supplier to comply with the requirements of this section, including the failure to enforce the requirements on its employees, agents, contractors, Subcontractors, sub-subcontractors, vendors and suppliers, shall be considered a material breach of this Agreement and cause for temporary termination of performance, work stoppage, removal of personnel from Buyer's facility and/or the project, and/or termination of this Agreement by Buyer.

5) PERMITS AND RESPONSIBILITIES. Without additional expense to Buyer and prior to the commencement of Supplier's obligations under an Order, Supplier will be responsible for (i) obtaining any and all necessary licenses, permits and approvals that are necessary to operate Supplier's business where Goods and Services are to be provided and any other licenses, permits and approvals identified in the Order as Supplier obligations; and (ii) providing any and all necessary notifications to governmental agencies required of Supplier pursuant to the licenses, permits and approvals as outlined in (i). Supplier will furnish to Buyer copies of all such licenses, permits, approvals or other documents. Supplier will give Buyer immediate notice of any modification, revocation, or cancellation of, or decision not to renew any license, permit or approval necessary for the performance of Supplier's obligations under an Order. Further, unless required by applicable Law, Supplier will not

initiate contact with regulatory agencies with respect to Supplier's obligations to be performed in connection with the Site without prior written permission from Buyer. Unless prohibited by applicable Law, Supplier will notify Buyer immediately of any inquiries from regulators to Supplier regarding the Goods, Services or the Site and will not respond to any such regulator until after such notification and approval by Buyer.

6) SITE.

a) Inspection. Prior to performance of any obligations at the Site, Supplier will, as needed and agreed by Buyer and Supplier under an Order, visually inspect the Site and review all surfaces, areas, or structure(s) related to Supplier's obligations under an Order and immediately notify Buyer in writing of any deficiencies that would adversely affect the quality of Supplier's obligations under the Order. Supplier will promptly provide notice to Buyer of any physical condition encountered during the performance of its obligations under an Order that differs materially from that which could reasonably have been anticipated having visually inspected the Site and having reviewed all written information provided by Buyer in the Order ("Latent Condition"). Buyer and Supplier may mutually agree any additional work, time and costs required of Supplier to deal with the Latent Condition and execute a Change Order reflecting any amendments to the Order so agreed.

b) Encumber; Interference; Ingress and Egress. Supplier will not unreasonably encumber the Site and will confine its apparatus, equipment, storage of materials and operation to areas permitted by Law and the direction of Buyer. Furthermore, Supplier will not execute any obligations under an Order in such a manner as will, in the reasonable opinion of Buyer, hinder, interfere with or delay (i) the delivery of the Goods; (ii) performance of the Services; or (iii) the business operations of Buyer at the Site or the work of any other contractor employed by Buyer, except as otherwise previously approved by Buyer or in the case of a serious risk of personal injury or property damage.

While performing Supplier's obligations under an Order, and/or delivering Goods, materials and/or equipment to a Site, Supplier's Staff will confine their ingress and egress to a Site to such entrances and exits as specified by Buyer. Supplier will not use or permit any of Supplier's Staff to use any other ingress or egress to or from a Site.

c) Cleaning. At all times while performing obligations under an Order, Supplier's Staff will keep the Site and related storage areas and public and private areas free from accumulations of waste materials or rubbish. Supplier will be required to (i) routinely clean up Supplier's working areas to the reasonable satisfaction and upon request of Buyer and according to good manufacturing practices; (ii) place all trash and other debris in areas designated by Buyer; (iii) store Goods, materials and equipment in an orderly manner; and (iv) keep the premises at the Site and related storage sites safe and free from obstructions at all times, other than as may be temporarily required for completion of Supplier's obligations under an Order. Supplier will, upon final completion of Supplier's obligations at Site under any Order, remove all equipment, tools, machinery, vehicles, surplus materials and supplies belonging to Supplier or its Subcontractors as required, and will leave the Site in good order, clean and ready for use.

7) BUYER GUIDELINES, RESOURCES AND COMPLIANCE. Supplier will abide by, and cause Supplier's Staff and Subcontractors to abide by, all of Buyer's Guidelines set forth in the attached **Exhibit A**, incorporated herein by reference.

8) SAFETY AND SECURITY. Supplier will be responsible for safety related to and during the performance of Supplier's obligations under an Order at the Site for such area(s) of the Site as have been designated to be under Supplier's responsibility for safety. For the avoidance of doubt, Supplier will, during performance of Supplier's obligations under an Order at the Site, conform to Buyer's safety systems and requirements in all areas of the Site not designated to be under Supplier's control, where Buyer will have full responsibility for safety. Supplier will furnish to Buyer and any other Buyer contractors or subcontractors, upon request and for information purposes only, Supplier's health and safety plans in accordance with applicable safety Laws and regulations, including in accordance with **Exhibit A**, at the Site. Supplier will ensure that Supplier's Staff and Subcontractors are notified of, trained in, and abides by all applicable safety Laws and regulations, including those issued by Buyer, and will take any additional precautions necessary to prevent the injury or death of persons or damage to property, including but not limited to (i) posting danger signs and other warnings against hazards; (ii) exercising the utmost care when dealing with hazardous activities and ensuring that such hazardous activities are carried out under the supervision of properly qualified and licensed personnel in accordance with applicable Laws; (iii) promulgating safety regulations; and (iv) if necessary, notifying owners and users of adjacent property. Supplier will immediately notify Buyer of any injury or damage resulting from the Goods or Services or any of Supplier's obligations.

Supplier will further abide by all security requirements at the Site and those set forth herein. Supplier's failure to comply with these requirements in any material way will be grounds for termination of an Order and/or this Agreement for cause, provided that Supplier has not cured such default pursuant to the terms of this Agreement.

9) SPECIFICATIONS. The Specifications for Goods and Services will be set forth in the Order, and may include the following: (1) specifications, including any drawings or layouts; (2) functional specifications and descriptions; (3) installation, start-up and acceptance specifications; (4) performance specifications and descriptions; (5) exclusions to the functional specifications agreed by Buyer and Supplier in the Order; and (6) any other specifications mutually acceptable to the parties (collectively, the "Specifications"). All Specifications provided or created under an Order will be subject to the terms of this section and may only be modified following the execution of an Order through the use of a Change Order signed by both parties. The Specifications are to be interpreted by Supplier to extend to include all items and actions necessary for the proper and complete delivery and execution of the Order. Drawings are diagrammatic, and will be followed as closely as actual construction and work of individual trades will permit. Where applicable, elevations and grade lines on the drawings will show heights in relation to the benchmark established at the Site. Scale details will govern over general drawings and large scale details will govern over small scale details.

10) HAZARDOUS MATERIALS. No asbestos-containing material, heavy metal-containing paints/coating, PCB-containing material, or materials that have radioactive contamination will be used in the Goods, including but not limited to building materials, production processes and equipment, and utilities and other support processes and equipment.

Supplier will communicate and enforce this prohibition with its Subcontractors and will immediately bring any observed violation(s) to Buyer's attention. Supplier, upon Buyer's request, will provide a written certification to the Buyer confirming that no asbestos-containing material, heavy metal-containing paints/coating, PCB-containing materials, or materials that could have radioactive contamination, were specified or used in connection with the Goods.

11) INTELLECTUAL PROPERTY.

a) Software. Supplier will grant to Buyer a perpetual, nonexclusive, fully paid-up license to possess and use any Operational Software provided under an Order. Further, Supplier will grant to Buyer a perpetual, nonexclusive, fully paid-up license to possess and use any other software or firmware listed on an Order that is not embodied in the Goods provided that Supplier has the right to transfer such rights. If Supplier does not have the right to transfer such rights, Supplier agrees to work with Buyer to obtain such license. For purposes of this Agreement, "Software" means any and all (i) Operational Software; (ii) other software or firmware listed on an Order that is not embodied in the Goods, including Standalone Software; and (iii) new enhancements, improvements, fixes, new releases and upgrades associated with (i) and (ii) above to the extent set forth in the Order. The license granted will be non-transferable, except that Buyer has the right to transfer its license to the Software to (i) any Buyer entities (including its parent company or any subsidiaries), as long as Buyer transfers or sells the Goods or Standalone Software to such entity in whole; or (ii) any service provider but only to enable the provision of services related to permitted use to Buyer from that provider. User will be defined as Buyer, including its divisions and subsidiaries, and each of their employees and agents and each of their service providers to the extent necessary for the provision of services to them, entering and using the Software or any portion thereof into, upon or in conjunction with the intended operation of the Goods or Standalone Software by such users.

While each license is in effect, Buyer may make copies or counterparts of the Software, including associated documentation, to the extent required for its use under an Order including, for example, to replace Software that is wearing, to provide copies for back up, disaster recovery or testing procedures, or to create modifications desired by Buyer, so long as appropriate notices used or requested in writing by Supplier are included on all copies or counterparts so made. All copies or counterparts so made are deemed to be "Software" for purposes of this Agreement. Buyer will also have the right from time to time to transfer use of the Software from the associated Goods as may be specified on the applicable Order to another item of equipment as a temporary or permanent replacement for the original Goods, at no cost to Buyer. Subject to the terms this Agreement, Buyer acknowledges that it is acquiring no ownership interest in the Software and that all right, title and interest in and to the Software will remain with Supplier or, as applicable, a third party of Supplier.

b) IP Development. The parties agree that in the event that Buyer desires to engage Supplier for the creation, preparation, or development of any new or improved Goods or Services, the parties will make commercially reasonable efforts to enter into a separate written agreement setting forth the terms of such creation, preparation, or development (including, without limitation, the ownership rights of the parties for any intellectual property so developed) prior to the commencement of such work ("IP Development Agreement"). Where appropriate, this IP Development Agreement should also stipulate (i) the consideration, if any, to be paid to Supplier for such creation, preparation, or development; (ii) the conditions with respect to the licensing and/or sub-licensing of intellectual property including any prospective royalties; and (iii) the terms and conditions of any arrangement for Buyer's exclusive exploitation of such intellectual property (which may be conditional on Buyer's commitment to future equipment purchases from Supplier). The terms and conditions of an applicable IP Development Agreement will control in the event of conflict with this section; however, in the absence of any IP Development Agreement or to the extent that certain terms are not covered in the IP Development Agreement, the parties hereby agree that the principles outlined below will govern the ownership and use of intellectual property developed in response to Buyer's specific request during or under an Order.

c) Documentation. At the conclusion of Supplier's obligations under an Order, Supplier will provide to Buyer copies of final designs or sketches, 2-dimensional and 3-dimensional drawing and coordinate files, prototypes or samples. These files and materials will be the sole and exclusive property and Confidential Information of Buyer, however Buyer agrees that Supplier may retain electronic or archival copies of such information for reference.

d) Pre-Existing Technology. Neither party will obtain any ownership rights of any intellectual property, domestic or foreign, including trade secret, patent, copyright and the like, relating to any invention, process, development, improvement, discovery, design, design concept, know-how or technical information, prepared, developed or modified by the other party, or a third party licensor on behalf of the other party, prior to the Term of this Agreement, or during the Term of this Agreement independently and not in response to a specific request for a new solution during or under this Agreement or an Order ("Pre-Existing Technology").

e) Use of Buyer's Intellectual Property. As required to provide Goods and Services under an Order, Supplier may use, and Buyer hereby grants to Supplier a non-exclusive license to use for purpose of providing such Goods and Services, any intellectual property, trademarks and works subject to copyright protection that are supplied by Buyer specifically in connection with an Order or other separate agreement ("Buyer's Intellectual Property"). All rights in and to Buyer's Intellectual Property will remain vested in Buyer, and nothing herein is intended to convey such Buyer's Intellectual Property or any interest therein to Supplier, including without limitation any manufacturer of any goods or other materials of Supplier that incorporate such Buyer's Intellectual Property. Any use of Buyer's Intellectual Property will include the appropriate copyright notices and trademark legal lines as provided by Buyer. If applicable, any disposal, recycling or destruction, as specified by Buyer, of any Buyer's Intellectual Property will be subject to Buyer's agreement regarding proper disposal/recycling/destruction of trademark-bearing articles, a copy of which will be provided by Buyer, as applicable.

12) TRANSPORTATION; TITLE; RISK OF LOSS.

a) Packing for Transport. All packing and packaging for transport of Goods, or any portion thereof, will comply with good commercial practice and applicable transport and quarantine regulations, and will consist of suitable containers for optimum protection of the Goods and for handling and storage. Supplier will make all reasonable commercial efforts to reduce

packing and packaging requirements over time, having regard to the safe and secure transit of the goods and the lifecycle cost of packaging, including its construction, use, recyclability, and disposal cost. All shipping containers will be labeled in accordance with applicable Laws relating to the transport of Goods.

b) Transportation and Delivery. Goods that are to be shipped will be shipped F.O.B. destination unless otherwise specified in an Order, and risk of loss will pass from Supplier to Buyer upon delivery of the Goods in accordance with the applicable shipping designation. Any shipments that are sent C.O.D. without Buyer's consent will not be accepted and will be made at Supplier's sole risk and liability.

c) Title. Unless otherwise set forth in an Order, and in accordance with applicable Laws, title to Goods will transfer from Supplier to Buyer on the date of receipt of Goods by Buyer. Upon request of Buyer, and after Buyer's confirmation of receipt of Goods, Supplier will furnish documents in a form satisfactory to Buyer evidencing that title, if applicable, to the Goods has been conveyed free of claims, liens and encumbrances of any kind whatsoever.

13) INSTALLATION, COMMISSIONING, TESTING, AND TRAINING.

a) Installation; Testing; Commissioning. All Goods, without regard to whether payment has been made, will be subject to inspection and testing by Buyer for the purposes of determining whether the Goods are in accordance with the Specifications and to ensure that they meet Buyer's technical requirements. In addition to any other remedies set forth in this Agreement and the applicable Order, Supplier, at Supplier's sole expense, will make any modifications or additions necessary to ensure conformance of Goods with the Specifications. If Supplier is responsible for installation of Goods, Supplier will notify Buyer upon completion of installation that the Goods are ready for commissioning. Supplier and Buyer will jointly inspect the Goods, as soon as practicable after notification of completion of installation by the respective party, to confirm that the installation is in accordance with the Specifications and approved drawings. Unless otherwise agreed under an Order, Supplier will also be responsible for the start-up and testing of the Goods, the progressive adjustment and fine-tuning of the Goods to operate at increasing mechanical efficiency levels over time, and conducting test(s) to demonstrate compliance of the Goods to the Specifications and performance requirements set forth in the Order.

b) Training. Unless otherwise agreed under an Order, Supplier will instruct Buyer's designated personnel in the care, use, cleaning, and maintenance and operation procedures for the Goods. Supplier's daily labor rates, the number of days for training, and the training program structure proposed will be specified in Supplier's training proposal provided to Buyer as requested in the RFP or otherwise by Buyer. If training is required to be at a location other than the Site, reasonable costs related to travel and expenses for Buyer's employees or designated agents to be trained at such outside location will be paid by Buyer pursuant to the terms of the Agreement.

All training materials will be provided in an electronic format as agreed with Buyer and will contain detailed graphics and/or digital pictures as necessary to facilitate learning and use explanatory text as necessary to support such graphics. In addition, all graphics and pictures will, as far as practicable, match the Goods being installed and, where not practicable, will otherwise represent alternative items as similar to the Goods as possible.

All trainers provided by Supplier must be (i) qualified and experienced in effectively implementing classroom and on-the-job training and (ii) must speak the language(s) specified by Buyer. Supplier will be entitled to utilize an interpreter, at no additional cost to Buyer, in the event that trainers are not able to speak the designated language agreed in the Order.

c) Manuals. If applicable, Supplier agrees to provide operational manuals to Buyer setting out all maintenance and operating instructions as information necessary for Buyer to operate, use, maintain and service the Goods. The manuals will include schematic and exploded view diagrams covering installations and assembly of all electrical, mechanical, and pneumatic controls, operating instructions and maintenance recommendations for all machinery, equipment and systems included as part of the Goods, including a printed parts list for all items that might be subject to replacement, and should be readily understandable by a typical qualified operating technician. Manuals will be prepared and transmitted to Buyer coincident with delivery of the Goods or such other date as agreed by Buyer and Supplier in the Order.

d) Parts Documentation. If applicable, Supplier will provide to Buyer, in electronic format suitable for upload to Buyer's maintenance management system, coincident with delivery of the Goods (or as otherwise set forth in the Order): a list of recommended Parts for each item of equipment subject to the Order (including part numbers and descriptions, along with recommended inventory levels and the criticality category of each part); where the Parts Cost Warranty is specified in the Order, a cost template for recording Parts usage and costs; and unless otherwise agreed under an Order, details of the recommended maintenance schedules and associated part requirements (or Buyer maintenance list).

e) Parts Availability. Supplier agrees to make available for purchase all Parts for Goods purchased by Buyer for a period of ten (10) years from the date of acceptance of the Goods by Buyer. If, during such ten (10) year period, Supplier discontinues availability with respect to a Part, including as a result of the sale of an operating division or subsidiary of Supplier, and does not provide another functionally equivalent part or qualified source that will supply that Part to Buyer on terms at least equal to those under this Agreement, Supplier will make available to Buyer all drawings, specifications and know-how which will enable Buyer to service the Goods and to make or have made such Part under a royalty-free license.

14) REPRESENTATIONS AND WARRANTIES.

a) Ownership; Authority. Supplier warrants that the title to the Goods conveyed under an Order will be good and its transfer rightful, and that the Goods and all rights thereto will be transferred (or licensed, as applicable) and delivered free and clear of all liens, claims and encumbrances. Supplier further warrants that it has full power and authority to enter into Orders and this Agreement and to grant to Buyer all rights granted under an Order and this Agreement. Buyer warrants that it has full power and authority to enter into Orders and to perform its obligations under an Order.

b) Non-Infringement. Supplier warrants that no Goods, component thereof, or Services infringe upon or violate any intellectual property or other similar rights of any third party.

c) Security Requirements. If Supplier is hosting or storing any Buyer data or providing custom code or a web application Services for Buyer, then Supplier represents and warrants that it will comply, and cause its contractors and subcontractors and their employees, agents and representatives to comply, with Buyer's Security Requirements, which can be found at

https://cocacolaflorida.com/Coke_Florida_Security_Requirements, which is subject to change from time to time at Coke Florida's sole discretion, and which is hereby incorporated into this Agreement.

d) Compliance with Laws. Supplier warrants that the Goods and Services, and, as applicable, their manufacture, production, importation, license and sale, are in compliance with applicable federal, state and local laws, rules, regulations, directives, guidance and ordinances (collectively, "Laws") in effect at the date of delivery of Goods to the Site or at the date of completion of Services. Furthermore, in the performance of all obligations under an Order, this Agreement, and otherwise at all times while on-Site, Supplier will comply with all Laws. Supplier further warrants that the individuals of Supplier's Staff will be Supplier's or Subcontractor's employees for whom all appropriate tax payments and tax withholding will be made by Supplier or Subcontractor, as applicable, and such individuals will be properly verified as being legally able to work in the country or countries where Supplier will be performing Services.

e) Goods and Services Warranties. Supplier warrants that all Services performed by Supplier under this Agreement and each Order will be performed in a professional and workmanlike manner and warrants the quality and outcome of such Services. Supplier warrants that all Goods will be free from defects in workmanship, design, and materials at the time of delivery and, thereafter. Supplier further warrants that the Goods will conform, in all material respects, to all Specifications.

f) Systemic Defects. Supplier will promptly notify Buyer upon discovery of any Systemic Defect affecting, or that could reasonably be expected to affect, the performance of Goods supplied to Buyer. "Systemic Defect" means a defect that occurs with a frequency, sameness, or pattern to indicate a logical regularity, reasonably determined to be of the same root cause. Supplier warrants that Supplier's own-manufactured Goods will be free of Systemic Defects. In the case of discovery of a Systemic Defect in Supplier's own-manufactured Goods, Supplier will use commercially reasonable best efforts to repair or replace any such items supplied to Buyer as soon as possible, and in case that such Systemic Defect causes material disruption to Buyer's production or has risk to safety of personnel or property, time is of the essence.

g) Remedies. In the event of breach of any of the warranties set forth herein during the applicable warranty period, Supplier, upon receipt of written notice of such breach, will promptly complete the repair or replacement of the Goods and/or re-performance of the Services, as applicable, at no charge or cost to Buyer. Upon request of Supplier, after the breach has been remedied, Buyer will send the defective Goods to Supplier at Supplier's expense. Defective Goods so returned will become property of the Supplier.

If Supplier fails to remedy such breach reasonably promptly (recognizing the time that is required for manufacturing replacement items for non-stock components, as discussed and approved by Buyer, such approval not to be unreasonably withheld), Buyer may either elect to procure such re-performance or replacement at Supplier's reasonable expense or require Supplier to refund to Buyer the portion of the fees paid by Buyer that is attributable to the affected Goods, component, item of the Goods, or applicable Services. In the case where Buyer has procured the replacement of an item of Goods from a third party, Buyer will obtain warranty from that third party and Supplier will be responsible for any reasonable incremental costs required to ensure that the third party warranty is comparable to that set forth in this Agreement or in the applicable Order.

Where Buyer and Supplier agree in writing that, due to the minor scope of any such repair, replacement or re-performance required to remedy a warranty breach, Buyer will conduct such activities on behalf of Supplier, Supplier will promptly provide to Buyer all items as may be necessary to effect the repair replacement or re-performance at no cost to Buyer, and render any assistance as reasonably required.

This section in no way restricts any other remedies Buyer may have under this Agreement, at law or in equity.

h) Additional Software Warranty. Supplier warrants that Supplier has used reasonable efforts to ensure that all Software furnished under an Order is free of viruses, errors, and worms, and does not contain any encryption software that prevents the intended operation of the equipment. Supplier further warrants that the Software does not contain any procedures or software that can enable or destroy the Software. Supplier agrees that Buyer will not be deprived of the use of the Software except through a court order.

15) WAIVERS AND INDEMNITIES.

a) Proprietary Rights Indemnification. Without prejudice to any other rights of Buyer at law, equity, or hereunder, in the event of any claim, lawsuit, cause of action or other allegation by a third party against Buyer, its affiliates and/or parents, and/or any of their officers, directors, employees, representatives, agents, successors and assigns, asserting an infringement or violation of any patent, copyright, trademark or other proprietary right involving the Goods and/or Services, Supplier will, at its sole cost and expense, defend, indemnify and hold harmless the Buyer, its affiliates and parents, and/or any of their officers, directors, employees, representatives, agents, successors and assigns, against all costs, reasonable attorneys' fees, liabilities, interest and other expenses and damages required for such defense and associated with such claims.

In the event that Goods or Services are infringing, or in the opinion of Supplier are likely to infringe, any intellectual property rights, Supplier, may at its option, take any of the following actions: (i) procure for Buyer the right to continue to use the Goods or Services; (ii) modify the Goods or Services so that they become non-infringing, and remain equal or superior to the original Goods or Services; (iii) substitute the Goods or Services with an equal or superior non-infringing goods or services; or (iv) after using commercially reasonable best efforts to provide (i), (ii) or (iii) above, Buyer will return the Goods and/or reject the Services and Supplier will refund to Buyer the fees actually paid, as depreciated or amortized on a straight-line basis over the lifetime of the Goods or time period of the Services, as determined by Buyer and Supplier. This section in no way restricts any other remedies Buyer may have under this Agreement, at law or in equity.

b) General Indemnification. Without prejudice to any other rights of Buyer at law, equity, or hereunder, Supplier will, at its sole cost and expense, defend, indemnify and hold harmless Buyer, its affiliates and parents, and each of their officers, directors, employees, representatives, agents, successors and assigns ("Indemnitees"), from all third party claims, causes of action, lawsuits, losses, interest, liabilities, costs, including reasonable attorneys'

fees and court costs, incurred by, or made against, Indemnitees related to (i) any breach or default by Supplier of this Agreement and/or any Order, (ii) the performance of (or failure to perform) by Supplier, Supplier's Staff or any Subcontractor any term of an Order and/or this Agreement, (iii) bodily injury (including loss of life) or damage to real property or tangible personal property caused by the acts or omissions of Supplier, its Subcontractors, agents, employees or nominees (including Supplier's Staff), and/or (iv) property damage or loss to the Site or any other Buyer-owned or utilized facility or property caused or occasioned by the acts or omissions of Supplier, its Subcontractors, agents, employees or nominees (including Supplier's Staff) and/or the malfunction or non-function of the Goods to the extent such malfunction or non-function is attributed to the acts or omissions of Supplier in the installation (if applicable), maintenance or operation of the Goods.

c) COVID-19 Waiver and Indemnity. Supplier agrees that it is solely responsible for the safety and actions of its and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "Supplier Personnel") while on Buyer property, when working with Buyer equipment, or when working or interacting with Buyer's and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "Buyer Personnel"). Supplier agrees to, and agrees to cause Supplier Personnel to, comply with all Buyer policies, guidelines, signage, instructions and rules when working on Buyer property, with Buyer equipment, and with Buyer Personnel, including those pertaining to COVID-19 or other illness. Because the Buyer property and equipment are accessible for use by multiple individuals, including Buyer Personnel, Supplier recognizes that Supplier Personnel are at risk of being exposed to and/or contracting an illness, including COVID-19, when working on Buyer property, with Buyer equipment, and with Buyer Personnel.

With full awareness, understanding and appreciation of the risks involved, Supplier, for itself and on behalf of Supplier Personnel, releases and discharges Buyer and its affiliates and Buyer Personnel (collectively, the "Released Parties") from, and covenants not to sue the Released Parties as a result of, all liability or responsibility whatsoever for any illness, injury, death, or any other type of damages, however caused, directly or indirectly, that may occur as a result of or relating to Supplier's or Supplier Personnel's access or exposure to Buyer property, equipment and/or Buyer Personnel, or otherwise in any way related to COVID-19, and including any damages resulting from COVID-19 or other illness arising or resulting from the alleged negligence of any third party or the Released Parties. Supplier further agrees, at its sole cost and expense, to defend, indemnify and hold harmless the Released Parties from and against all claims, allegations and lawsuits, including those made by Supplier Personnel, alleging illness, injury, death, or any other type of harm, loss, or damage, however caused, directly or indirectly, to have occurred as a result of or relating to Supplier's or Supplier Personnel's access or exposure to Buyer property, equipment and/or Buyer Personnel, or otherwise in any way related to COVID-19, and all resulting damages, losses, liabilities, settlements, judgments, costs and expenses of any kind, including, but not limited to, reasonable attorneys' fees and disbursements.

This section will survive termination or expiration of this Agreement.

16) SCHEDULE, DELAYS AND SUSPENSION.

a) Schedule. Supplier and Buyer agree to follow the Schedule mutually agreed upon by Supplier and Buyer in an Order and, in particular, delivery, installation, commissioning and testing of Goods and performance of Services will be in accordance with the "Key Milestone Dates" set forth in such Order. Unless otherwise set forth in the Order, including for addition of other critical milestone dates as may be specifically and mutually agreed, the Key Milestone Dates, at a minimum, will include the date for delivery of the Goods and completion of the Services. Supplier agrees to promptly advise Buyer of any delay or anticipated delay that may impact the Schedule. Unless otherwise agreed by Buyer and Supplier, the Key Milestone Dates will only be amended, as required, in case of: (i) a delay to the performance of Supplier's obligations due to the fault of Buyer or third parties acting on behalf of Buyer, to the extent such delay impacts Supplier's ability to complete its obligations on time and Supplier has made reasonable efforts to minimize the impact of the delay ("Buyer Delay"); (ii) Buyer's suspension of Supplier's performance (in accordance with the section below); (iii) a Force Majeure Event (as defined herein); or (iv) a change to Supplier's obligations under the Order, requested by Buyer and agreed by Supplier in a Change Order, that necessarily impacts the time required for delivery.

In the case of Buyer Delay, Supplier may be entitled to an adjustment for incremental actual and direct costs (upon production of documented and itemized detail of the same, and excluding any amount in respect of profit) reasonably incurred, provided that: (i) Supplier has provided written notice of the estimated impact of the Buyer Delay on Supplier's direct costs to perform its obligations under the Order, as soon as reasonably practicable after Supplier became aware of such failure or delay; and (ii) Supplier has made reasonable efforts to minimize the impact of the Buyer Delay on Supplier's direct costs, it being acknowledged by Buyer that Supplier may be unable to mitigate certain direct costs resulting from such delay. Any adjustment(s) to the Schedule and/or fees will be documented in a Change Order and will be the sole and exclusive remedy to Supplier in respect of a Buyer Delay. The Schedule will be extended for a time period reflecting the agreed impact to Supplier's timeline, understanding that after consideration of the relevant circumstances such period may be greater than the period of the Buyer Delay.

b) Suspension. Buyer may at any time, in writing, order Supplier to suspend all or any performance of Supplier's obligations under an Order for such period of time as Buyer may reasonably determine to be necessary: (i) for the protection or safety of any person or property; (ii) to comply with a court order; (iii) due to an act, default or omission of Supplier or Supplier's Staff that unavoidably necessitates Buyer's suspension of part or all of Supplier's performance; (iv) where reasonably requested by Supplier in writing; or (v) for its convenience, including as a result of delay due to Buyer.

The Schedule may be adjusted by mutual agreement between Buyer and Supplier to account for impacts of the suspension and, unless the suspension is due to an act, default or omission of Supplier, Supplier's Staff, a Subcontractor or at Supplier's request, Supplier may be entitled to an adjustment to the Key Milestone Dates, and/or the fees (for any increase in Supplier's direct cost of performance caused by such suspension), as relevant and subsequent to the commencement date of the suspension, for a time period that is not less than the number of business days of the suspension. Any adjustments to the Schedule and/or fees will be documented in a Change Order.

At any time after suspension under this section and once Buyer becomes aware that the requirement for any suspension no longer exists, Buyer will give in writing to Supplier to recommence performance as soon as reasonably practicable (having regard to the duration of the suspension and the circumstances and the nature of resuming activity), and Supplier will recommence performance in accordance with the Schedule (as may be revised).

17) INSURANCE AND SECURITY DOCUMENTS.

a) Insurance. Supplier will acquire and maintain, at its own cost and expense, and cause any contractors, subcontractors, sub-subcontractors, vendors and suppliers, to acquire and maintain, during the Term of this Agreement, with carriers having an A.M. Best Rating of A-VII or better, sufficient insurance to adequately protect the respective interests of the parties. Specifically, Supplier must carry, and cause any contractors, subcontractors, sub-subcontractors, vendors and suppliers to carry, the following minimum types and amounts of insurance on an occurrence basis or, in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims made basis with a three (3) year tail following the termination or expiration of this Agreement:

i) **Commercial General Liability Insurance:** Commercial General Liability Insurance, including, but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury and advertising injury and liability assumed under an insured contract in the minimum amount of \$10,000,000 per occurrence, \$10,000,000 general aggregate and \$10,000,000 products/completed operations (with at least \$1,000,000 of those amounts being primary, and the remaining \$9,000,000 being a combination of primary, excess and/or umbrella coverages);

ii) **Statutory Workers' Compensation Insurance:** Workers' Compensation Insurance covering all Supplier employees, contractors, subcontractors, sub-subcontractors, vendors and suppliers who Supplier uses or provides to perform or provide Goods or Services for Buyer, in addition to any additional Workers' Compensation Insurance coverage required by applicable laws, and Employer's Liability Insurance in the minimum amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease and \$1,000,000 aggregate by disease with benefits afforded under the laws of the state(s) or country(ies) where the Goods and Services are to be provided or performed. The policies will include an alternate employer endorsement providing coverage in the event any employee or contractor, subcontractor, sub-subcontractor, vendor or supplier who Supplier uses or provides to perform or provide Goods or Services for Buyer sustains a compensable accidental injury while on work assignment for the Goods and Services provided hereunder. Insurer for Supplier will be responsible for the Workers' Compensation benefits due such injured individual;

iii) **Commercial Automobile Liability Insurance:** If an automobile is used by Supplier in connection with the performance of its obligations under this Agreement or under an Order, then Commercial Automobile Liability Insurance is required for any owned, non-owned, hired or borrowed automobile used in the performance of Supplier's obligations under this Agreement or under an Order in the minimum amount of \$2,000,000 combined single limit;

iv) **Professional Liability / Errors and Omissions ("E&O") Liability Insurance:** Professional Liability / E&O Liability Insurance in the minimum amount of \$5,000,000 each claim and in the aggregate protecting Buyer against Supplier's professional negligence, failure to perform professional duties and breach of contractual obligations under this Agreement or under an Order (with certification there is no security breach or unauthorized use exclusion on this policy);

v) **Media Liability Insurance:** If Supplier is creating content or any intellectual property for Buyer or providing similar services as a publisher, broadcaster, or other media-related services, then Media Liability Insurance is required in the minimum amount of \$5,000,000 each claim and in the aggregate including, but not limited to, protection against liability for "electronic and non-electronic" activities regardless of where the claim is made, including coverage for multimedia activities, content, disclosure or unauthorized use of intellectual property, unauthorized disclosure of personal data, unfair competition and false advertising;

vi) **Cyber Liability Insurance:** If Supplier is hosting or storing any of Buyer's data or providing custom code or a web application Services for Buyer, or if Supplier has access to any part of Buyer's computer network or confidential data storage, then Network Security/Privacy Liability (Cyber Liability) Insurance is required in the minimum amount of \$5,000,000 each claim and in the aggregate, including, but not limited to, protection of private or confidential information, whether electronic or non-electronic; network security and privacy liability; protection against liability for systems attacks; denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use, including regulatory action expenses; cyber extortion coverage; and notification and credit monitoring expenses; and PCI coverage or Payment Card expenses or fines;

vii) **Crime Insurance:** If Supplier may have direct access to cash, checks, financial instruments, financial resources, or any other items of value belonging to Buyer, then Fidelity/Crime/Employee Dishonesty Insurance is required in the minimum amount of \$1,000,000 per occurrence. Coverage will include blanket coverage for Employee Dishonesty and Computer Fraud with a third-party coverage extension for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Supplier, acting alone or in collusion with others, including the property and funds of others in their possession, care, custody or control. The definition of employee on Supplier's Crime Insurance policy must be endorsed to include "designated agents," thereby including coverage for agents, persons, partnerships, or corporations that may also perform duties in connection with Supplier's performance of its obligation under this Agreement or under an Order;

viii) **Property Insurance:** If Supplier is using its own property or the property of Buyer in connection with the performance of its obligations under this Agreement or under an Order, then Property insurance is required on an "All Risk" basis with replacement cost coverage for property and equipment of others in the care, custody, and control of Supplier, and includes Buyer as a loss payee;

ix) **Employment Practices Liability, including Third Party Liability Insurance:** If Supplier is assigning its employees to work on Buyer's premises, then Employment Practices Liability Insurance is required, including third party liability in the minimum amount of \$1,000,000 each claim and \$1,000,000 in the aggregate;

x) **Environmental Pollution Insurance:** If Supplier is handling, generating, storing, transporting or disposing of any hazardous materials or environmental pollutants, then Environmental Pollution Liability Insurance is required, correlated to the type of contract and scope of work in amounts and types sufficient to cover any exposure related to any environmental pollutants or hazardous materials stored, generated, handled, transported or disposed of by Supplier, its agents or employees in conjunction with the Goods and Services provided pursuant to this Agreement or Order, in the minimum amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate. Such insurance will include Environmental Impairment Liability, Contractor's Environmental Liability, and/or Professional Liability, as required depending on the nature of the Supplier's Goods and Services. If Supplier is handling, generating, storing, transporting or disposing of any environmental pollutants or hazardous materials at any of Buyer's sites, then Environmental Impairment Liability Insurance is also required, covering at least statutory clean-up expenses, bodily injury, property damage, third-party claims and legal expenses resulting from contamination and/or pollution incidents in the amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate;

xi) **Motor Truck Cargo Insurance:** If the Supplier provides for-hire trucking services, covering risks and losses to cargo such as fire, collision, theft, water damage, equipment failure, and refrigeration breakdown, then Motor Truck Cargo Insurance is required in the minimum amount of \$1,000,000 per vehicle and \$1,000,000 per occurrence, including coverage for Property Unloaded at the Terminal or Ocean Marine Coverage in the minimum amount of \$1,000,000 per conveyance;

xii) **Warehouse Operators Legal Liability Insurance:** If Supplier stores Buyer's property for a fee, then Warehouse's Operators Legal Liability Insurance is required providing a safeguard against at least inventory loss or damage due to facility maintenance issues or gross negligence on the part of Supplier, in the minimum amount of \$1,000,000 per occurrence;

xiii) **Excess/Umbrella Liability Insurance:** Excess and/or Umbrella Liability Insurance providing coverage over the above Commercial General Liability primary coverage satisfying the requirements as set forth in subsection (i) above, and Commercial Auto Liability policies such that the minimum amount of a combined primary general liability and excess/umbrella liability limit, and combined Commercial Auto Liability and excess/umbrella liability amount is \$10,000,000 per occurrence and in the aggregate.

b) The above limits can be achieved by a combination of primary and umbrella/excess policies. The coverage territory for the stipulated insurance will be on a worldwide basis.

c) Buyer, its parents, subsidiaries, affiliates, and each of their members, managers, directors, officers, employees, partners, customers and agents will be included as an "Additional Insured" on Supplier's Commercial General Liability and Commercial Auto Liability policies listed above, and, if applicable, will be included as a "Loss Payee" on Supplier's Crime and Property policies, and will be evidenced on a Certificate of Insurance.

d) Prior to the execution of this Agreement or seven (7) days prior to the start of work under this Agreement or Order and annually upon the anniversary date(s) of the insurance policy's renewal date(s), Supplier will furnish Buyer with a Certificate of Insurance evidencing the insurance coverages and terms set forth in this Agreement. Buyer will have the right, but not the obligation, to prohibit Supplier or any agents or contractors, subcontractors, sub-subcontractors, vendors or suppliers from providing Goods and Services under this Agreement or under an Order until evidence that the insurance has been placed in complete compliance with these requirements is received and approved by Buyer. Supplier will provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

e) Supplier's insurance as outlined above will be primary and non-contributory coverage.

f) Supplier, its contractors, subcontractors and any sub-subcontractors, vendors and suppliers will cause their insurance companies to waive their right of recovery against Buyer.

g) Supplier will be solely responsible for any deductible or self-insured retention.

h) The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Buyer, and failure to request evidence of this insurance will not be construed as a waiver of Supplier's obligation to provide the insurance specified.

i) Supplier will immediately advise Buyer of any claim made against Supplier that pertains to this Agreement or Order. Both Supplier and Buyer will cooperate in any claim investigation.

18) REPORTING.

a) Expenditure. Supplier will provide to a Buyer designee a report of the total expenditure with Supplier: (i) for the half-year period to 30 June of that year, no later than 31 July of each year, and (ii) for the previous calendar year, no later than 28 February of each year. Spend should be categorized according to Parts, Change Parts and Services associated to supply of Goods (such as installation and commissioning), Technical Service and other Services, where possible segregating costs for logistics (such as packaging, freight, delivery, and duties). As part of this reporting process, Supplier will make commercially reasonable efforts to highlight to Buyer where spend, in particular spend for Parts or Technical Service, is in excess of that which could reasonably be expected and/or highlight opportunities to reduce total expenditure by altering purchase practices or processes.

b) Parts Performance. Supplier will develop and establish a suite of standard reports as set forth below to track performance and enable continuous improvement of the Parts process. Details such as the format, frequency and roll-out plan for such reports will be discussed in good faith by the parties prior to implementation.

i) **On-Time In-Full (OTIF).** Monthly reporting of delivery performance for Parts Orders for each Site. The On-Time In-Full report will show delivery performance against the required date set forth in the Order, categorized according to the criteria set forth in herein and by Buyer (i.e., emergency / urgent / replenishment / scheduled maintenance).

ii) **Inventory by Location.** Real-time access for Buyers to Supplier's Parts availability by location and Part number.

iii) **Part Number Changes and Obsolescence.** Part number(s) of obsolete Parts and replacement Part numbers reported at least once per month.

19) TERM AND TERMINATION.

a) Termination of an Order by Supplier for Cause. Supplier may terminate for cause an Order if Buyer breaches any provision of such Order and has not corrected the breach within forty-five (45) calendar days after receipt of written notice of the violation. Supplier may

recover from Buyer any direct cost incurred by Supplier and approved by Buyer in performing its obligations under the Order as of and up to the date of termination.

b) Termination of an Order by Buyer for Cause. Buyer may terminate for cause an Order as it applies to that Buyer if Supplier (i) breaches any provision of such Order and has not corrected the breach within thirty (30) calendar days, or such other time period as set forth in the notice by Buyer, after receipt of written notice of the violation; or (ii) becomes insolvent or files bankruptcy. In the event a breach by Supplier of any provision of such Order, by its nature, is not reasonably capable of cure, Buyer may terminate such Order immediately upon written notice to Supplier. In the event of any such termination under this provision, Buyer may (i) return the Parts or Change Parts to Supplier and/or cancel Services, in which case Supplier will reimburse Buyer for any payments made to date, or (ii) take such steps as are necessary to overcome the violation (such as, enter into any necessary agreement(s) with a third party or third parties in order to complete the Goods or Services), in which case Buyer may deduct the reasonable cost thereof from the payment then or thereafter due to Supplier.

c) Termination of an Order, Goods and/or Services by Buyer for Convenience. Buyer may terminate an Order and/or any Goods and/or Services at any time without cause and without liability on prior written notice to Supplier; provided, however, Buyer's will pay Supplier any direct cost incurred by Supplier and approved by Buyer in performing its obligations under the Order as of and up to the date of termination.

d) Procedures for Termination of Orders. Upon written notice of termination of an Order for any reason, both parties will take all reasonable measures to mitigate costs related to the termination and in particular Supplier will, except as otherwise agreed by Supplier and Buyer: (i) immediately discontinue Services on and the placing of all orders and subcontracts in connection with the Order; (ii) immediately cancel all of the existing orders and subcontracts made in connection with the Order, unless directed by Buyer to assign subcontracts as provided for in this Agreement; (iii) to the extent that Buyer has paid for such items, and as agreed between Buyer and Supplier, immediately transfer to Buyer all materials, equipment (machinery and tools), supplies, work in progress, appliances, facilities acquired by Supplier in connection with the Order; (iv) take such action as may be necessary or as Buyer may direct for protection and preservation of the Goods, except to the extent such Goods are returned to Supplier; and (v) deliver to Buyer all documents required under this Agreement or the Order, including any Confidential Information.

e) Termination of this Agreement. Buyer may terminate this Agreement: (i) At any time without liability for its convenience upon ninety (90) calendar days' written notice to Supplier; (ii) If Supplier breaches any provision of this Agreement and/or any Order, and the breach is not corrected within thirty (30) calendar days, or such other time period as set forth in the notice by Buyer, after receiving written notice of the breach; (iii) Immediately upon written notice to Supplier in the event a breach by Supplier of any provision of this Agreement and/or any Order, by its nature, is not reasonably capable of cure; (iv) At any time upon the insolvency of Supplier or in the event of a proceeding in bankruptcy by or against Supplier, or for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Supplier; (v) If Supplier sues Buyer other than for a breach of the Agreement or any Order entered into by the parties; (vi) If any claim is made that, by virtue of its use or resale of Goods, Buyer is infringing or contributing to the infringement of any industrial or intellectual property rights, Buyer may at its option refuse to accept, or revoke acceptance of, deliveries under and terminate this Agreement or any affected Order without prejudice to any other rights of Buyer.

f) Other Rights. The rights set forth in this section will be in addition to any other rights and remedies Buyer may have under an Order, this Agreement, at law or in equity.

g) Continuing Obligations. All obligations of Supplier under an Order, including but not limited to all confidentiality obligations, warranties, guarantees and indemnities, will apply to all Goods and Services provided by Supplier. Termination will not abrogate any of the foregoing provisions of the Order for the resolution of disputes. Any termination, payments made, or work performed by either party will be without prejudice to any claims or legal remedies which either party may have against the other party for any cause.

20) FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform fully where such delay or failure is caused by acts of God, acts of public enemy, natural or other disasters (such as fires, floods, explosions, violent storms, hurricanes, earthquakes, volcanic eruptions, tidal waves, storm tides, floods, and destruction by lightning), epidemic or pandemic diseases and illnesses, declared national or regional emergency, other catastrophic events, civil disturbances, martial law, blockade, embargo, acts of a sovereign nation or any state or political subdivision, or an impediment beyond a party's reasonable control, and renders performance commercially impracticable as defined under the Uniform Commercial Code (but for the avoidance of doubt, not including acts related to Supplier's supply chain, labor issues or shortages, economic hardship or changes in market conditions) (each, a "Force Majeure Event"). In the event of such a failure or delay in performance by Supplier resulting from a Force Majeure Event, Buyer may, at its sole discretion, reject any partial or future performance by Supplier upon giving reasonable notice in writing to Supplier, and this Agreement and/or any Order (as specified by Buyer) will thereupon be terminated and neither party will be liable to the other hereunder except as to Goods/Services provided up until the date of termination, or where limited production by Supplier is possible, Buyer may require Supplier to apportion its materials and resources so as to produce for Buyer that quantity of Goods ordered by Buyer that bears the same relationship to Supplier's total production for all customers as the scheduled production of Goods for Buyer bears to Supplier's total scheduled production. Whenever any Force Majeure Event delays or prevents full and timely performance or provision of any Goods or Services, or threatens to, Supplier will promptly give notice to Buyer of such Force Majeure Event and its expected duration, and will take all reasonable steps to recommence performance of its obligations as soon as possible.

21) DISPUTES. The parties in good faith will first attempt to settle any controversy or claim arising out of or relating to this Agreement or any Order, by confidential non-binding mediation. Either party may institute a mediation proceeding by written request to the other party. Any such mediation proceeding will be conducted in the Tampa, Florida metropolitan area in accordance with the then current American Arbitration Association Arbitration and Mediation Rules and Procedures. Notwithstanding anything to the contrary in this Agreement, either party may seek from any court, in accordance with the governing law subsection

above, any provisional remedy, including, without limitation, injunctive relief, that may be necessary to protect trademarks, copyrights, patents, confidentiality, non-competition or other rights or property pending the establishment or completion of the mediation proceeding. During the pendency of any claim, controversy or dispute, Supplier will continue to provide the Goods and Services as if the claim, controversy or dispute did not exist, unless otherwise directed in writing by Buyer. Nothing in this section will be deemed to alter a party's right to terminate an Order and/or this Agreement pursuant the termination rights set forth in an Order and this Agreement. Further, the parties reserve all rights and remedies available under the Law.

22) CONFIDENTIALITY. Supplier acknowledges that this Agreement and each Order creates a confidential relationship between Supplier and Buyer. Supplier acknowledges that during the Term of this Agreement it may be entrusted with certain Confidential Information of Buyer that should reasonably be understood by Supplier due to legends or other markings, the circumstances of disclosure or the nature of the information itself to be Buyer's proprietary and confidential information and agrees that it will use reasonable care to protect the confidentiality thereof, using at least the same measures it would use to protect its own similar information, and, for a period of three (3) years after expiration or termination of this Agreement, will not (a) use such Confidential Information for any purpose except the performance of this Agreement and an Order, or (b) disclose any such Confidential Information to any person (except employees or agents on a need-to-know basis where such persons agree in writing to comply with these obligations of confidentiality), unless such disclosure is authorized in writing by Buyer, or (c) disclose any such Confidential Information required by a court or judicial order without first informing Buyer and cooperating with Buyer if it wishes to contest such disclosure. "Confidential Information" will mean all data and information submitted to Supplier by Buyer or processed, developed, amended, modified or enhanced by Supplier on Buyer's behalf in connection with the Goods and/or Services. Furthermore, Buyer may disclose Confidential Information to The Coca-Cola Company, Coca-Cola Bottlers' Association, Coca-Cola Bottlers' Sales and Services, and other Coca-Cola bottlers.

The obligations under this section do not apply to information that (i) was in Supplier's possession without confidentiality restriction prior to disclosure; (ii) was generally known in Supplier's trade or business at the time of disclosure, or becomes so generally known after such disclosure, through no act of Supplier; (iii) has come into Supplier's possession rightfully from a third party without obligation of confidentiality; or (iv) was developed by Supplier independently of and without reference to Confidential Information. Buyer may share this Agreement in its entirety with any Affiliate without breaching its confidentiality obligations. For purposes of this section, "Affiliate" will mean a present or future company that, directly or indirectly, controls, or is controlled by, or is under common control with Buyer. For purposes of this definition, "control" means (i) the legal or beneficial ownership of 50% or more of the applicable ownership structure of the entity, or (ii) the power to exercise a controlling influence over the management or policies of a legal entity.

23) NON-DEFAMATION. Buyer may, at its option, deem Supplier to be in material breach of this Agreement and immediately terminate this Agreement if Supplier takes or authorizes any action against Buyer (other than legal action in connection with enforcement of this Agreement) or makes or authorizes any statements in derogation of Buyer, its business or its products, either directly or indirectly, and such actions or statements are made known to the general public or become a matter of public knowledge during the Term.

24) NOTICES. The parties agree that all communications relating to the day-to-day provision of the Goods and Services will be exchanged between Buyer's and Supplier's representatives on their respective project(s) (as indicated in each purchase order or Order). However, if any formal or legal notices are permitted or required in this Agreement or an Order, then such notices will be in writing and will be deemed duly given when actually received by the recipient specified below. Any such notice may be sent by recognized courier service, mail, or electronic mail and will be addressed to the recipients as set forth below:

if to Buyer:
Coca-Cola Beverages Florida, LLC
10117 Princess Palm Avenue, Suite 100
Tampa, FL 33610

Attention: Thomas Benford, President and Chief Operating Officer
Email: tbenford@cocacolafloida.com

with a copy to:

Attention: Deborah Pond, Senior Vice President, General Counsel
at the address above

Email: dpond@cocacolafloida.com

if to Supplier: To the person and address listed below Supplier's signature block in this Agreement.

25) GOVERNING LAW. This Agreement, any Order, and all matters arising directly or indirectly from this Agreement or any Order, including tort claims, will be governed by and construed in accordance with the law of the State of Florida without giving effect to the conflicts of Laws provisions or principles thereof. The parties hereto agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any Order.

26) MISCELLANEOUS.

a) Entire Agreement; Amendments. This Agreement contains the entire understanding between the parties and supersedes all other oral and written agreements or understandings between them relating to the subject matter hereof. No modification or addition to this Agreement or waiver or cancellation of any provision of this Agreement will be valid except by an amendment in writing signed by the parties.

b) Exhibits; Schedules; Attachments; Appendices. Any and all exhibits, schedules, appendices and attachments referred to in this Agreement, and all documents referenced in such exhibits, schedules, appendices and attachments, and each Order, are hereby incorporated herein by reference and are made a part hereof as if they were included in the text of this Agreement. Any and all exhibits, schedules, appendices and attachments referred to in an Order, and all documents referenced in such exhibits, schedules, appendices and attachments, will be incorporated into the Order and are made a part of the Order as if they were included in the text of the Order.

c) Headings. The descriptive headings of the various sections of this Agreement and each Order have been inserted for convenience of reference only and will in no way modify or restrict any of the terms or provisions.

d) Severability. The invalidity, illegality or unenforceability of any provisions of an Order and/or this Agreement will not affect the validity, legality, or enforceability of any other provisions of an Order and/or this Agreement, which will remain in full force and effect.

e) Successors and Assigns. This Agreement and any Orders will inure to the benefit of, and will be binding upon, the parties and their respective successors and assigns, as applicable; however, this Agreement or any Order may not be assigned by Supplier in whole or in part to any other third party or parties without the prior written consent of Buyer.

f) Further Assurances. In the event Supplier fails to perform when due any delivery and/or service required by this Agreement or any Order, or Buyer in good faith has any other reason to question Supplier's intent or ability to perform, Buyer may, at its election, demand adequate assurance of performance, including that Supplier provide Buyer a bond or guarantee pursuant to the terms herein. Further, Supplier and Buyer will promptly execute and deliver to each other such further documents and take such further action as either may reasonably request in order to more effectively carry out the intent and purpose of an Order and/or this Agreement.

g) Precedence. Except as otherwise set forth in an Order, the following order of precedence will govern in the event of conflict between terms: (i) the applicable Order; (ii) this Agreement, subject to any precedent terms set forth therein; (iii) the attachments and exhibits to the applicable Order.

h) Survival. Notwithstanding completion or termination of this Agreement or any Order, the parties thereto will continue to be bound by the provisions of this Agreement and/or Order as

applicable, which, by their nature, will survive such completion or termination, including without limitation provisions relating to warranties, indemnification, limitations of liability, confidentiality, non-defamation, and intellectual property.

i) Counterparts. This Agreement, and any amendment thereto, may be executed in any number of counterparts (including, without limitation, execution via facsimile transmission of signatures in the spaces indicated below wherein scanning or facsimile transmitting into electronic format and e-mailing are deemed to be the same as facsimile transmission of signatures by Supplier and Buyer), each of which will be deemed an original, but all of which taken together will constitute one single agreement between the parties. The foregoing will also apply to any Orders signed by Supplier and Buyers.

j) Authorization; Representatives. Buyer and Supplier each represent that (i) they each have full authority to enter into and perform this Agreement and each Order, and (ii) the individuals executing this Agreement and each Order on behalf of each party have the full and complete authority to do so. Each party shall designate one or more of its personnel to act as its business representative in dealing with the other party hereunder. However, Supplier acknowledges and agrees that such designated personnel of Buyer is not authorized to: (a) execute or sign agreements, contracts, amendments or other documents on behalf of Buyer (other than delivery acknowledgements or other similar documents in the normal daily course of business operations), (b) agree to anything contrary to the terms and conditions of this Agreement, an Order and/or other written agreement executed between the parties, or (c) make any agreements pertaining to indemnification and/or liability and/or that otherwise bind Buyer to any obligations to Supplier and/or third parties.

EXHIBIT A
Buyer Guidelines

1. **Equal Employment Opportunity (EEO) / Affirmative Action.** For purposes of the following, contractor means Buyer and subcontractor means Supplier: Contractor and subcontractor shall abide by the then-current requirements of 41 CFR § § 60-300.5(a), 60-741.5(a) and 60-1.4(a). These regulations prohibit, inter alia, discrimination against qualified protected veterans, qualified individuals on the basis of disability, and employees and applicants for employment because of race, color, religion, sex, sexual orientation, gender identity, pregnancy, or national origin, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.
2. **Access; Identification.** Buyer grants to Supplier, its agents and employees, Supplier's Staff and Subcontractors, during the term of an Order, reasonable access to the applicable Site for the sole purpose of fulfilling its obligations under the Order. Supplier, its agents and employees, Supplier's Staff and Subcontractors will comply with all regulations and rules of Buyer that may be in effect at the applicable facilities. Supplier will be responsible for furnishing each individual of Supplier's Staff and Subcontractors with, and for requiring each individual of Supplier's Staff and Subcontractor rendering obligations at a Site to display, such identification as may be approved and directed by Buyer. All prescribed identification will be delivered immediately to Buyer for cancellation upon the release of any such individual of Supplier's Staff.
3. **Responsible for Property.** In addition to Supplier's authorized use of Buyer's Intellectual Property pursuant to the Agreement, any other materials, items or equipment (including but not limited to, for purposes of this section, all tools, dies, mechanicals, negatives, plates, drawings, sketches, and artwork) furnished, funded or paid for by Buyer, provided or made available to Supplier in connection with any Order (collectively, the "Buyer Items"), will, unless otherwise advised in writing by Buyer to Supplier, be deemed as held by Supplier upon consignment. Buyer Items not used in the manufacture of the Goods will, as directed, be returned to Buyer at Supplier's expense, and, if not accounted for or so returned, will be paid for by Supplier. In no event will Supplier transfer or move such Buyer Items off the Site or otherwise to the premises of any third party without the prior written permission of Buyer. Supplier will not use such Buyer Items for any purposes other than those required to provide Goods and Services. Supplier will be fully responsible and indemnify Buyer for any loss or destruction of or damage to such Buyer Items until the same are returned to the possession of Buyer, whether or not such loss, destruction or damage is attributable to acts or omissions of Supplier or its representatives, officers, agents or employees (normal wear and tear for authorized purposes and parties excepted).
4. **Supplier Guiding Principles.** Supplier will (i) comply with all applicable child labor laws; (ii) not use forced, bonded, prison, military or compulsory labor; (iii) comply with all applicable laws on abuse of employees and will not physically abuse employees; (iv) comply with all applicable laws on freedom of association and collective bargaining; (v) comply with all applicable non-discrimination and equal opportunity laws; (vi) comply with all applicable wage and benefits laws; (vii) comply with all applicable work hours and overtime laws; (viii) comply with all applicable health and safety laws; (ix) comply with all applicable environmental laws; and (x) demonstrate compliance with these SGP at the request and to the reasonable satisfaction of Buyer. Buyer may utilize independent third parties to assess Supplier's compliance with these Supplier Guiding Principles ("SGP"). If Supplier at any time fails to uphold any aspect of these SGP requirements, Supplier is expected to promptly implement corrective actions. Buyer reserves the right to terminate this Agreement and any Order immediately without liability if Supplier cannot demonstrate that it is upholding the SGP requirements.
5. **Code of Business Conduct for Suppliers.** Supplier will comply, and will ensure compliance by its employees and subcontractors performing Services, with Buyer's Code of Business Conduct for Suppliers, a copy of which may be found at <https://cocacolaflorida.com/SupplierCOBC>, which is subject to change from time to time at Buyer's sole discretion, and which is hereby incorporated into this Agreement.
6. **Anti-Bribery.** This Agreement is contingent upon Supplier's compliance with all applicable Laws. As such, Supplier agrees that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving Buyer, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government, in order to obtain any improper benefit or advantage. Supplier further warrants that no money paid to Supplier as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of applicable Laws. Supplier agrees to provide prompt certification of its continuing compliance with applicable Laws whenever requested by Buyer. A written accounting must be kept of all payments made by Supplier or its agents or employees on behalf of Buyer, and the accounting must be provided to Buyer upon request. Buyer reserves the right to audit Supplier's books and records in order to satisfy itself that Supplier is in compliance with the terms of this section.
7. **Network Access for Supplier.** Supplier agrees to supply each of its employees and subcontractors performing Services under this Agreement and any Order with the Coke Florida Network Access Agreement, which may be found at <https://cocacolaflorida.com/NetworkAccessAgreement>, which is subject to change from time to time at Coke Florida's sole discretion, and which is hereby incorporated into this Agreement. Supplier will comply, and will ensure compliance by its employees and subcontractors, with the Network Access Agreement.
8. **International Trade.** If applicable, Supplier will comply with the following international trade requirements:
 - a. **Compliance with International Trade Laws.** Supplier will comply with the import, customs, export control, sanctions and U.S. anti-boycott laws, regulations, and orders applicable at the time of the import, export, re-export, transfer, disclosure, or provision of technical data, goods or services including, without limitation, the (i) Export Administration Regulations administered by the Bureau of Industry and Security, U.S. Department of Commerce, 15 Code of Federal Regulations ("C.F.R.") Parts 730-774; (ii) International Traffic in Arms Regulations administered by the Directorate of Defense Trade Controls, U.S. Department of State, 22 C.F.R. Parts 120-130; (iii) Foreign Assets Control Regulations and associated Executive Orders administered by the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. Parts 500-598; (iv) International Boycott Laws administered by the U.S. Department of Treasury, 26 USC 999, and the U.S. Department of Commerce, 15 C.F.R. Part 760; (v) Customs Regulations administered by U.S. Customs and Border Protection, 19 United States Code (U.S.C.) and Title 19 C.F.R.; and (vi) applicable import, customs and export laws and regulations of other countries, except to the extent they conflict with the U.S. laws. Throughout the Term of this Agreement, Supplier represents and warrants that it is not:
 - i. A Specially Designated National ("SDN"), blocked person and/or denied party as characterized in certain trade sanctions laws and regulations;
 - ii. Owned or controlled by, or acting for or on behalf of, directly or indirectly, such SDNs, blocked persons and/or denied parties;
 - iii. Directly or indirectly owned or controlled by the government of any country, or an agency or instrumentality of the government of any country, that is itself subject to an embargo or sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control, U.S. Department of Commerce's Bureau of Industry of Security, and other similar regulatory agencies around the world ("Embargoed Country"); or
 - iv. Acting on behalf of a government (or its agencies or instrumentalities) of any Embargoed Country.Supplier also undertakes and agrees not to engage in any business, deal with, or in any way be associated with SDNs, blocked persons, denied parties and/or Embargoed Countries (including, Cuba, North Korea, Iran, Sudan, Syria and the Crimean region) for or on behalf of the Buyer, nor will Supplier directly or indirectly source any Goods or Services used in the supply of products or ingredients to Buyer from SDNs, blocked persons, denied parties and/or Embargoed Countries, including without limitation gum acacia from the Sudan. Supplier agrees that it will immediately provide written notice to Buyer upon the occurrence of any event that would result in a breach of the foregoing. No transfer (including the sale, lease, assignment or transfer in any way of any direct or indirect interest in this Agreement or direct or indirect interest in Supplier) will be made to SDNs, blocked persons and/or denied parties, to an entity in which an SDN, blocked person and/or denied party has an interest, or to an Embargoed Country.
9. **Country of Origin.** Supplier will identify the country of origin of all Goods on the commercial or pro forma invoice accompanying the shipment, and in any other format as Buyer may direct, including but not limited to, electronic, and/or scan-readable format. Where the Supplier is not the manufacturer of the Good, it will obtain the country of origin from the manufacturer of such Good. Supplier will mark all Goods with the English name of the country of origin in accordance with the local laws of the destination country. Where the Good is exempt from the country of origin marking requirements of the destination country or no such markings are otherwise required, Supplier will mark the container of such Good with the name of the country of origin of the Good.
10. **Antidumping and Countervailing Duties.** Supplier will inform Buyer of any applicable anti-dumping or countervailing duty, investigation and/or orders, and will provide Buyer any documentation necessary to establish, where applicable, that imported Goods are outside the scope of the Orders. Where permissible under local Laws, Supplier will indemnify, defend and hold Buyer harmless from and against any costs or expenses arising out of or in connection with any breach of this warranty. Where antidumping and/or countervailing duties are not

- recoverable from Supplier, Buyer has the right to terminate Orders and/or this Agreement with no further liability of any nature whatsoever to Supplier.
11. **Preferential Trade Treatment.** Upon Buyer's request, Supplier will provide, or assist in obtaining from its downstream suppliers, certificates of origin, declarations, and/or affidavits necessary to support Buyer's claims for duty-free or preferential duty treatment under international agreements, multi-lateral or bilateral free trade agreements, or other preferential tariff programs (e.g., Generalized System of Preferences, North American Free Trade Agreement (NAFTA), U.S. – Singapore Free Trade Agreement, U.S. Goods Returned, etc.). Supplier will indemnify CCBSS and Buyer for any costs, fines, penalties or charges arising from Supplier's inaccurate documentation or untimely cooperation. Supplier will maintain and make available to Buyer all records supporting any certificates of origin, declarations, and/or affidavits provided to Buyer as support for Buyer's claim for duty free or preferential duty treatment for five (5) years after the date on which the aforementioned document(s) were provided. Buyer will have the right, on reasonable notice, to inspect and audit all records relating to the documents set forth above, including financial books, records, and other documents establishing the value of all direct and indirect materials and costs used in the production of imported Goods. Where Supplier provides a written objection within three (3) days of Buyer's request to inspect and audit, Supplier will provide access to such records to a third party consultant designated by Buyer.
 12. **Duty Drawback.** Supplier agrees to assign to Buyer any and all of Supplier's United States Customs duty drawback rights related to the Goods furnished hereunder in order for Buyer to seek duty drawback. Such duty drawback rights will include rights developed by substitution and duty drawback rights obtained from sub-tier suppliers related to the Goods. Supplier agrees to inform Buyer of conflict in the Covered Countries (collectively, "Conflict Minerals") and that no products manufactured, to be manufactured, or contracted to be manufactured on behalf of Buyer by Supplier contain or will contain any Conflict Minerals. In addition, Supplier agrees to comply fully with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as it may be amended from time to time, and any regulations, rules, decisions or orders relating thereto adopted by the United States Securities and Exchange Commission or successor governmental agency responsible for adopting regulations relating thereto (the "Conflict Minerals Law") as applicable, and to provide Buyer with such assistance and cooperation, as necessary and without further consideration, in order for Buyer to fully comply with the Conflict Minerals Law. Without limiting the foregoing, the assistance and cooperation to be provided by Supplier to Buyer will include assistance and cooperation with a country-of-origin inquiry for any minerals used or supplied in connection with any Agreement, producing information and documentation requested by Buyer to assist with compliance with the Conflict Minerals Law and taking all steps necessary to have the Supplier's facilities (i) designated conflict free by a recognized industry group and/or (ii) audited by an independent private sector auditor that results in a conflict free designation. Supplier will notify Buyer of any notices or other communications it receives that may impact Buyer consideration of the Conflict Minerals Law.
 17. **Taxes.** Supplier will be responsible, without reimbursement from Buyer, for taxes, assessments, charges, duties, fees, levies or other governmental charges, including federal, state, city, county, parish, foreign or other income, franchise, capital stock, real property, personal property, escheatment or unclaimed property, intangible, withholding, FICA (or similar), unemployment compensation, agrees in this event that Buyer may consider the amount of the lien as presumptively correct. In the event the lien is not perfected within the period of interest to Supplier, whatever sums were retained less Buyer's out-of-pocket expenses incurred in disproving the lien due to Supplier's failure to do so. Supplier will also be responsible for the discharge of any lien, or for the interest on any money deposited for the purpose of discharging any lien.
 22. **Waiver by Supplier and Subcontractors.** Supplier will waive, and will have all Subcontractors waive, all liens with respect to any Goods, Service and/or Site and any related improvements or alterations to the land of the Site upon which such improvements or alterations are situated upon satisfactory performance by Supplier and payment by Buyer for the Goods and/or Service. The foregoing will
- the existence of such duty drawback rights of which Supplier becomes aware. Supplier agrees to furnish upon request documents that Buyer reasonably requires, including, but not limited to, proof of importation and signed United States Customs Form 331 (Certificates of Manufacture), for Buyer to recover import duties related to the Goods. Supplier further agrees to provide such assistance to Buyer as requested in connection with the recovery of said import duties.
13. **Government Security Programs.** Supplier will comply with all requirements of the border security programs of the destination country (e.g., Customs Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), Partners in Protection (PIP), etc.).
 14. **Importer Security Filing.** For imports into the United States, Supplier will provide Buyer or Buyer's designated agent in a timely fashion with all the data required to enable Buyer's compliance with the United States Customs' Importer Security Filing regulation, see 19 C.F.R. Part 149 (the "ISF Rule") for all of Supplier's ocean shipments of Goods to Buyer destined for or passing through a United States port. Supplier will provide Buyer or Buyer's designated agent with accurate "Data Elements" as defined in and required by the ISF Rule in a timely fashion to ensure Buyer's designated agent has sufficient opportunity to comply with its filing obligations.
 15. **Conflict Minerals.** Supplier represents and warrants that none of the Goods it supplies or will supply to Buyer contain any (i) columbite-tantalite (coltan), cassiterite (tin), gold, wolframite (tungsten), or their derivatives, which originate in the Democratic Republic of the Congo, Angola, Burundi, Central African Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia (collectively, the "Covered Countries"); or (ii) any other mineral or its derivatives determined by the United States Secretary of State to be financing disability, environmental (including taxes under section 59A of the Internal Revenue Code of 1986, as amended, fuel, excise, gross receipts, alternative or add-on-minimum, estimated and all other taxes of any kind for which Supplier may have any liability imposed by any governmental authority (including interest, penalties or additions associated therewith), whether disputed or not, and including any transferee or secondary liability in respect of any tax (whether imposed by law, contractual agreement or otherwise), and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.
 18. **Liens.** This will only apply to an Order if the Goods and Services provided under that Order include construction or professional design Services or works otherwise resulting in improvement to real property as contemplated in the applicable codes and Law.
 19. **Indemnity for Liens.** If a notice of lien, lien, or the like, alleging non-payment of a Subcontractor should be recorded, filed or served upon Buyer or any property related to Goods, a Service or the Site, Buyer will have the right to retain out of any payment to Supplier then due, or thereafter to become due, an amount sufficient to completely indemnify Buyer against said potential lien. In the event the lien should come to be perfected, Buyer may call upon Supplier to wholly satisfy it and obtain its removal within ten (10) business days and upon Supplier's failure to do so or to provide other security reasonably acceptable to Buyer, Buyer may pay the amount of the lien from the retained funds and, within thirty (30) calendar days thereafter, pay the balance, if any, less Buyer's out-of-pocket expenses incurred in defending against the lien due to Supplier's failure to do so to Supplier. Supplier specifically time set by Law for the enforcement of liens, or within such extended time as the lien-or may by Law obtain, Buyer will pay, without apply whether such liens are now existing or may hereafter arise for any Goods provided or Services performed under an Order.
 23. **Releases.** With regard to each Order and upon written request, Supplier will provide, and will have all Subcontractors provide, Buyer with every payment claim: (a) a partial or final (as applicable) waiver of mechanic's lien. Any and all waiver of lien forms to be executed by Supplier or Subcontractor as required by this section A must be in compliance with applicable Law and in a form acceptable to Buyer; and (b) a partial or final (as applicable) release in the form substantially required by Buyer. The partial release will be in the amount of the last prior payment made by Buyer to Supplier and the final release in the full amount of all payments made by Buyer to Supplier under the Order.