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Base Chain Price for the 48 Contiguous States

Prices Effective January 1, 2016

MICRODOSED BEVERAGE MIX	PRICE/UNIT	MICRODOSED FLAVORS	PRICE/UNIT
 Barq's/Diet Barq's	\$48.73	 Cherry	\$12.58
 Coca-Cola	\$48.73	 Fruit Punch	\$12.58
 Coca-Cola Zero	\$48.73	 Grape	\$12.58
 Diet Coke	\$48.73	 Lemon	\$12.58
 Diet Coke CAFFEINE FREE	\$48.73	 Lime	\$12.58
 Mello Yello/Mello Yello Zero	\$48.73	 Orange	\$12.58
 Pibb Xtra/Pibb Zero	\$48.73	 Peach	\$12.58
 Seagram's Ginger Ale/ Diet Seagram's Ginger Ale	\$48.73	 Raspberry	\$12.58
 Sprite/Sprite Zero	\$48.73	 Strawberry	\$12.58
		 Vanilla	\$12.58
MICRODOSED BEVERAGE COMPONENTS	PRICE/UNIT	SWEETENERS	PRICE/UNIT
 DASANI Flavors/ DASANI Sensations	\$48.73	 HFCS 65 Sweetener 5 gal BIB	\$16.82
 Fanta/Fanta Zero	\$40.32	 Non-Nutritive Sweetener Blend 2.5 gal BIB	\$76.82
 Hi-C	\$40.32		
 Minute Maid Lemonade/ Minute Maid Light Lemonade	\$20.40		
 POWERADE/POWERADE Zero	\$48.73		

Product Warranty and Indemnity

Coca-Cola Refreshments USA, Inc., on behalf of itself, other wholly-owned US subsidiaries of The Coca-Cola Company, including without limitation Odwalla, Inc., and Coca-Cola North America (“collectively, CCR”), warrants to you that:

- a. at the time of shipment from CCR, food and beverage products manufactured by CCR (“Products”) will be free from material defects and will be suitable for their intended purpose; and
- b. the Products will meet the requirements of the Federal Food, Drug and Cosmetic Act (the “Act”), as amended, including the Food Additive Amendments of 1958, and the amendments resulting from the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the “Bioterrorism Act”); will not be adulterated or misbranded within the meaning of the Act; and, will not be products which, under the provisions of Sections 404 and 505 of the Act, may not be introduced into interstate commerce. CCR further warrants that the Products will, at the time of shipment, comply with all other applicable federal and state laws, rules and regulations. This warranty is extended and applicable to any lawful state law in which the definitions of adulteration or misbranding are substantially the same as those in the Act; and
- c. the warranties provided in paragraph (b) above will not apply when any Products are shipped or delivered under a label or labeling designed by or on behalf of Customer, or the Products are manufactured in accordance with written specifications provided by or on behalf of Customer. In such a case, CCR warrants only that the Products will conform to the label, labeling or specifications provided by or on behalf of Customer; and
- d. With respect to post-mix syrups (“Syrup”), coffee and tea, CCR warrants only the Syrup, coffee and tea themselves, and not any product made from the Syrup, coffee or tea, including the finished beverage. No warranty is provided for finished beverages because the finished beverage could incorporate water, CO₂ gas, ice and other ingredients, most or all of which are not provided by CCR.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CCR DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer agrees that its sole and exclusive remedy for breach by CCR of the warranties provided herein and any applicable implied warranties will be as follows: CCR will, at its sole option, either replace the Products or refund the actual, net purchase price paid by Customer for the Products, and CCR will indemnify and hold Customer harmless against (i) any claim, loss, or expense arising out of the death, disease or bodily injury of a consumer resulting from or caused by the chemical composition of the Products sold to Customer or any ingredient included by CCR in the Products, or (ii) any claim, loss, or expense arising out of any patent or trademark infringement suit in a court of competent jurisdiction based on Customer’s use or sale of the Products as contemplated by CCR; provided, however, that any such claim, loss or expense set forth under subsections (i) and (ii) was solely caused by the fault or negligence of CCR, and further provided that the Products were handled under normal conditions of sale, and in accordance with applicable product handling requirements by Customer from the time of delivery until final sale to the consumer; and provided further that (1) Customer gives CCR timely written notice of the assertion or pendency of any such claim, (2) CCR has the right to defend any such claim, and (3) CCR has the right of approval prior to settlement of any such claim.

This Product Warranty and Indemnity sets forth the sole and exclusive remedy for Customer against CCR with respect to the Products, and is the complete agreement between the parties with respect to such subject matter. IN NO EVENT SHALL CCR BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT IN TORT OR ON ANY OTHER LEGAL THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST REVENUES, PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER COST OR LOSS OF A SIMILAR TYPE.

This Product Warranty and Indemnity is not assignable or transferable, by operation of law or otherwise, and revokes any prior continuing warranty provided with respect to the Products.

Notices required hereunder shall be sent by certified mail to the Risk Management Department, The Coca-Cola Company, P.O. Box 1734, Atlanta, GA 30301.