PARTS REQUIREMENTS
FOR SALES AND MARKETING EQUIPMENT

1. Supplier must provide The Coca-Cola Company, Authorized Purchasers (as defined in the Supplier’s Authorization Agreement) and/or Buyers (as defined in the supply agreement) (collectively referred to herein as “Customer”) with all spare parts necessary or useful for the proper functioning and maintenance of all equipment in connection with the Supplier’s Authorization Agreement or the supply agreement (“Parts”) for a period of no less than ten (10) years after discontinuance of a particular model of such equipment.

2. Parts will be available to Customer within a maximum of forty-eight (48) hours from the time requested by Customer, or such other time as agreed to between Supplier and Customer.

3. After discontinuance of any model, Supplier shall provide to Customer a current Parts price listing for the equipment components of the equipment purchased by Customer. Parts pricing shall remain firm for a period of one (1) year. For subsequent years, Parts pricing can increase per year by no more than the rate of inflation in the country in which the Parts were manufactured. In the event Supplier does not provide Customer with new pricing for any given year, pricing for the previous year will apply. Supplier may add a reasonable surcharge for packing, shipping, insurance and Customs, based upon cost, to the foregoing price according to the site to which the Parts will be delivered by Supplier.

4. If Supplier fails to fulfill its obligations under these Parts Requirements, then in addition to any other remedies that may be available to Customer, Customer may compel Supplier to make available to Customer all drawings, specifications and know-how necessary to enable Customer to service the equipment and to make, or have made, such Parts under a royalty-free license.

5. In the event of a conflict between the terms and conditions of these Parts Requirements and any Parts requirements set forth in an order, the order will prevail.