



Purchase order No: 7001250927

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS.

Issue Date: 09/11/2018

Delivery Date: 10/20/2018

Contact Person: IBM P2P10

Telephone: 888-419-9529

Fax Number:

Invoice to:

The Coca-Cola Company
A/P Department (888) 419-9529
P O Drawer 2467
Atlanta, Georgia 30301

To:

VOXPOPME INC
10 W BROADWAY STE 700
SALT LAKE CITY UT 84101-2060
USA

Ship to:

North America Marketing
491 Marietta Street
Atlanta GA 30313

P2P Service Center - Phone: 1-888-419-9529
Email: P2PSrvCtrNA@coca-cola.com Hours: 8AM-5PM EST

Your vendor number with us 1615122

Payment Terms: Due Net 60 days from invoice date	Inco Terms:	Currency: USD
---	--------------------	----------------------

Item	Description	Vendor Matl No.	Target Qty	Unit	Price per unit	Net Value	C/O
Coca-Cola Contact for this Purchase Order is: Requester's Name : Email : DEAR VENDOR, TCCC REQUESTS THAT YOU PROVIDE AN ACKNOWLEDGEMENT OF THIS PURCHASE ORDER UPON RECEIPT. PLEASE EMAIL YOUR CONFIRMATION TO PROCUREMENTNA@coca-cola.com AND INCLUDE THE PURCHASE ORDER # ON THE SUBJECT LINE OF YOUR CONFIRMATION EMAIL.							
00010	Horchata research		7,500.000	SU	1.00	7,500.00	
Tax Code/Tax Description : 5E/VB-Services, Fees, Reimbursements - Exempt							
Unloading point: Melinda Pritchett Goods recipient:							
Total net value for all items USD						7,500.00	

THE COCA-COLA COMPANY

BY

TERMS AND CONDITIONS OF PURCHASE

The term "Order" refers collectively to these Additional Terms and Conditions of Purchase and the terms appearing on the face of this document, or, in the case of electronic or other similar transmissions, the terms set forth in the document accompanying or referencing these Additional Terms and Conditions of Purchase. The term "goods" refers to all materials, supplies, equipment, parts, accessories, ingredients and any other items to be sold to Buyer and, unless the context otherwise requires, also includes installation and other services related to the goods which Seller or Seller's agents, subcontractors or representatives will provide. The term "services" refers to all services ordered or required by Buyer under the Order.

1. **Acceptance; Applicable Terms and Conditions of Purchase.** Acceptance of an Order, expressly or through performance, is limited to and may be accepted only on the precise terms and conditions stated in the Order. Buyer does not agree to and will not be bound by any provisions in Seller's proposals, quotations, catalogs, acknowledgements, acceptances or other documents (including counter offers) which propose differing or additional terms and conditions or any addition, alteration, or deletion to or of the precise terms and conditions stated in the Order, except to the extent separately and specifically agreed to in writing by an authorized representative of Buyer. No right of Buyer may be waived or modified except by Buyer in writing. If Buyer and Seller have entered into a separate written agreement, executed by the authorized representatives of the parties, that is in effect and covers the goods and/or services contemplated by this Order, then: (i) this Order is merely confirming a sale and purchase under that separate agreement; and (ii) the terms of that separate agreement will govern and serve as the sole and complete agreement between Buyer and Seller regarding the sale and purchase confirmed by this Order.

2. **Price.** All prices are firm and will be at least as low as any prevailing net prices quoted or made available by Seller to any other customer purchasing in equal or lesser volumes for comparable goods or services. Unless otherwise stated in an Order, prices include all costs and charges incurred by Seller, including, without limitation, costs for all installation and other services; taxes and duties; wages and fees; insurance; transportation, packing and packaging; storage; design, engineering and development; samples and prototypes; and tooling, dies, molds and similar property used in fulfilling an Order.

3. **Invoices.** Buyer will have no obligation to pay for any item until a correct invoice for the item is received at Buyer's "bill to" address identified in the Order, or, if no "bill to" address is identified then at Buyer's principle place of business. Payment terms commence upon receipt of a correct invoice.

4. **Changes.** Buyer may, in writing, change any terms of an Order. In this event, either Buyer or Seller may request an equitable adjustment in the prices or delivery terms of the Order, and Seller may in writing make claim for the cost of any unusable material or work in process, but not for any cost of design, engineering or development, special tooling or general purpose equipment unless specifically ordered and separately priced in the Order. Seller waives all claims and requests not made in writing and received by Buyer within twenty(20) days from when Seller receives the change to any terms of any Order.

5. **Termination.** Buyer may terminate all or any portion of this Order: (i) for its convenience upon notice to Seller; or (ii) at any time if Seller is in default under or breach of the Order. If Buyer terminates for convenience, Seller may claim a reasonable price for the cost of any unusable material, work in process or services performed prior to the date of termination but not for any cost of design, engineering, or development, special tooling or general purpose equipment unless specifically ordered and separately priced in the Order. Seller will not be entitled to any other claim, remedy or damages. Seller waives all claims or requests not made in writing and received by Buyer within twenty (20) days from the date of termination. If termination is based on Seller's default or breach, Seller will not be entitled to any claim for damages or for the cost of any material, work or service. Upon termination or request, Seller must cease all work (unless otherwise directed in writing by Buyer), return all copies of Buyer data, records or other materials, and follow Buyer's instructions regarding all work in progress, including incomplete work.

6. **Warranties.** Seller represents and warrants that: (a) all goods and services will be as represented by Seller and conform with all written proposals and descriptions as well as any designs, drawings, specifications, performance criteria, samples or models furnished by Buyer or furnished by Seller and approved by Buyer; (b) all goods will be merchantable and fit for their intended purposes and will be new, not refurbished or reconditioned (unless otherwise approved in writing by Buyer) and that all services shall be rendered in a good and workmanlike manner by skilled personnel; (c) all goods and services will comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders, including, without limitation, all provisions of (i) the Occupational Safety and Health Act of 1970, as amended, (ii) Executive Order 11246, as amended, (iii) the Federal Food, Drug and Cosmetic Act, as amended, (iv) the Fair Labor Standards Act, as amended and (v) Title 42, U.S.C.A. §2000, et. seq., as amended, and all rules, regulations and orders thereunder; (d) Seller has and conveys to Buyer good and valid title to all goods and services; (e) Seller has full power to accept and to perform fully the Order and that no goods or services or their provision, use or sale will infringe upon or violate any right of any third party whether patent, trademark, trade secret, copyright, contractual or otherwise; (f) with respect to individuals it provides to perform any services, Seller will make all appropriate tax payments and tax withholding and will verify such individuals as being legally able to work in the country where the work is to be performed; and (f) It has disclosed any past or present, and will disclose in the future, to Buyer situations or transactions that may put Seller in a conflict of interest vis-a-vis the interests of Buyer. The performance of all representations and warranties will survive and be explicitly extended beyond delivery as to each good or service for a period of 365 days from the delivery of each item unless a longer period is called for in any writing, including without limitation, specifications, performance criteria, drawings, or proposals furnished by or to Buyer. For purposes of calculating warranty periods for goods, delivery will occur upon inspection and acceptance of the goods by Buyer. For purposes of calculating warranty periods for services, delivery will occur upon the later of completion of such services by Seller or inspection and acceptance of such services by Buyer.

7. **Buyer's Remedies and Damages.** Seller will, at its own cost and expense, indemnify and hold harmless Buyer and its subsidiaries, officers, directors, agents, representatives, employees and customers from and against all claims, expenses (including, without limitation, attorneys' fees and costs) losses, costs, damages, liabilities and suits arising from or in connection with any alleged defect in the goods or services, or alleged breach of any representation or warranty or other provision of an Order, or any alleged acts or omissions of Seller or its subsidiaries, officers, directors, agents, representatives employees or subcontractors. If any claim is made against Buyer that, by virtue of its use or resale of goods covered by an Order, Buyer is infringing or contributing to the infringement of any industrial or intellectual property rights, Buyer may refuse to accept, or revoke acceptance of, deliveries under and terminate the Order without prejudice to the indemnity stated above. Seller may not assert against Buyer or its customers any industrial or intellectual property rights relating to the use or sale of goods or services ordered from Seller. This indemnity will apply without regard to whether the claim, expense, loss, cost, damage, liability or suit is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity shall survive delivery and acceptance of goods or services.

8. **Packaging and Shipping; Risk of Loss.** All packing, packaging and deliveries must comply with instructions from Buyer transmitted electronically or in a separate written notification. The number of the Order must be shown on all packing slips and invoices and, except in the case of ingredients, on all packages, crates, or other containers, together with the destination party and address specified by Buyer. Invoices must state clearly any terms for packaging discount. Buyer's right to prepay will not be affected by delays beyond Buyer's control. Delivery will be complete only when Buyer, or the person to whom the goods were delivered, has actually received and accepted the goods. Seller will bear the risk of loss of the goods until delivery is completed.

9. **Delivery or Performance Schedule; Quantities.** Time is of the essence for delivery and any other performance required of Seller. Buyer may cancel an Order, in whole or part, for any nonconformity in any lot or installment delivered or services performed including, without limitation, failure of Seller to deliver all goods or perform all services when due. Seller must promptly advise Buyer of any delay or anticipated delay in delivery or performance. In the case of specialty goods or services, Seller will not, without Buyer's prior written consent, manufacture or procure materials in advance of Seller's normal flow time of deliver goods or perform services in advance of schedule. If Buyer terminates or changes the terms of an Order, Seller may not make a claim for any such advanced manufacture, procurement, delivery or performance without the prior written consent of Buyer. Any shipments sent C.O.D. without Buyer's written consent will not be accepted and will be made at Seller's risk.

10. **Inspection and Testing.** Buyer may inspect all nonconforming goods and services within a reasonable period of time after delivery without regard to whether payment has been made. Without limiting any other rights, Buyer may require Seller, at Seller's risk and expense, to: (i) promptly repair or replace any rejected goods, or cure or re-perform any rejected services; or (ii) refund the price of any rejected goods or services. Without limiting any other rights, Buyer may choose, at Seller's risk and expense, to either hold nonconforming goods pending Seller's instructions or ship them to Seller's address indicated in the Order.

11. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform fully where caused by events or circumstances beyond the reasonable control of the affected party which render performance commercially impracticable as defined under the Uniform Commercial Code. Buyer will not be liable for events or circumstances beyond its reasonable control which delay or prevent Buyer's acceptance, use or resale of goods or services whether or not foreseeable. In the event of such a failure or delay in performance, Buyer may at its option (i) reject any partial or future performance by Seller upon giving reasonable notice in writing, and the Order will thereupon be terminated without liability, or (ii) where limited production by Seller is possible, Buyer may require Seller to apportion its materials and resources so as to produce for Buyer that quantity of goods ordered by Buyer which bears the same relationship to Seller's total production for all customers as the quantity ordered by Buyer bears to Seller's total scheduled production.

12. **Intellectual Property.** If Seller, or any person or entity working for Seller, in connection with an Order creates or develops any designs or goods or services especially for Buyer or relating to the manufacture, packaging, distribution, marketing or sale of beverage products, all right, title and interest in such designs, goods or services will vest in Buyer and Seller must assign or cause to be assigned all such right, title and interest, including, but not limited to all copyright, trademark and patent rights therein. Except as provided in the preceding sentence, if Seller, or any person or entity working for Seller, designs or incorporates any new features of design or improvements in any designs or goods made, or services furnished, pursuant to an Order as a result of the compliance of Seller, or any person or entity working for Seller, with drawings, specifications or directions of Buyer, Seller grants to Buyer the right to reproduce such designs or goods or to perform such services together with, if applicable, a royalty-free, nonexclusive, irrevocable license under any U.S. or foreign Letters Patent, with the right to grant sublicenses to other third party suppliers of Buyer, covering such new feature of design or improvement. Seller may not under any circumstances sell or distribute to persons other than Buyer or parties authorized in writing by Buyer, goods or items of any kind which bear Buyer's logo, trade names, trademarks or labels, even if rejected by Buyer as nonconforming. Seller will permit Buyer to witness destruction of any such unauthorized or nonconforming goods or items. Seller agrees at no charge to execute, and to cause its employees, agents and subcontractors to execute, such documents including such further assignments, applications, and conveyances and to supply such information as Buyer will request, in order to permit Buyer to protect, perfect, register, record and maintain its rights in the proprietary rights identified in this Section 12 and effect ownership of them throughout the world.

13. **Disclosure of Information; Confidentiality of Order.** The terms and existence of this Order and everything supplied in connection with it by Buyer, or Seller at Buyer's request, will be held in confidence by Seller. Seller may not, without the prior written consent of Buyer, disclose or use any information relating to this Order, except as may be required to insure performance. Without Buyer's prior written approval, Seller may not publish or use any advertising, sales promotion or publicity matter relating to the goods or services furnished by Seller wherein the names of Buyer, its subsidiaries, affiliates and/or authorized bottlers are mentioned or their identity implied. Seller may not use or disclose any data, designs, or other information belonging to, developed for or supplied by or on behalf of Buyer. Upon Buyer's request, Seller must return to Buyer such data, designs, and other information and any copies.

14. **Assignment and Delegation; Waiver.** Without Buyer's prior written consent, no Order may be assigned, subcontracted, delegated or otherwise transferred by Seller, voluntarily or by operation of law, even with a majority of the stock or assets of Seller. Any such assignment, subcontract, delegation or transfer without Buyer's consent will be null and void. No waiver by Buyer of any default or breach of Seller will act as a waiver by Buyer of a subsequent or different default or breach by Seller.

15. **Responsibility for Property.** Seller will hold in trust for Buyer any items or equipment including, but not limited to, all tools, dies, mechanicals, negatives, plates, drawings, sketches, and artwork ("Equipment") furnished, funded or paid for by Buyer, or made available to Seller in connection with this Order. Unless otherwise authorized in writing, Seller may only use Equipment for Buyer and its designees. Any goods for which Buyer has paid Seller but which have not been delivered to Buyer or shipped pursuant to Buyer's instructions are "Paid Stock" of Buyer. Seller must physically separate Paid Stock from its inventory of all other goods in an area designated by prominent signs and markings as a "warehouse area". Seller may only locate Equipment and Paid Stock (collectively or individually, "Property") at premises authorized in writing by Buyer and must return or relocate Property, if directed by Buyer. Unless otherwise instructed in writing, Seller must conspicuously mark, label or identify all Equipment and Paid Stock as the sole property of Buyer. Seller will not sell, lease, assign, transfer, pledge, hypothecate or otherwise encumber any Property, except as specifically permitted in writing by Buyer. Seller will execute documents and take precautions which Buyer deems appropriate to protect its ownership of Property against claims of creditors and others. Seller will be fully responsible and indemnify Buyer for any loss or destruction of or damage to, or any claims of creditors or others against, Equipment (normal wear and tear excepted) and Paid Stock until the same are transferred to Buyer or its designee, and other related expenses including attorney's fees and costs.

16. **Responsibility for On-Site Employees.** Seller must immediately correct any situation arising from the behavior of its employees, subcontractors, agents, representatives or invitees on Buyer's site (collectively, "On-Site Employees") which is unacceptable to Buyer. Buyer may approve or reject any On-Site Employee prior to performing services. Seller will (i) perform appropriate background checks and drug testing on all On-Site Employees and otherwise comply with Buyer's Vendor Integrity Assurance Program, a copy of which is available from Buyer upon request, and (ii) if requested by Buyer and permissible under applicable law without creating any potential legal exposure or liability for Seller, provide Buyer with such results. Upon request, Seller will immediately replace any On-Site Employee with another qualified employee.

17. **Supplier Guiding Principles.** Seller warrants that it will comply with all of the requirements of "Supplier Guiding Principles" of The Coca-Cola Company, a copy of which will be provided to Seller upon Seller's request or may be obtained at www.thecoca-colacompany.com. Buyer may terminate this Order immediately without further liability if Seller is unable to demonstrate compliance with such requirements.

18. **Code of Business Conduct for Suppliers to The Coca-Cola Company (Supplier Code).** Seller warrants that it will comply with all the requirements of Supplier Code, a copy of which will be provided to Seller upon request or may be obtained at www.coca-colacompany.com.

19. **Transfer of Title.** Title of goods ordered will pass to the Buyer upon the earlier of (i) receipt and acceptance by Buyer or buyers designee, or (ii) payment. This is without prejudice to any right of rejection or other right which Buyer may have in this Order.

20. **Utilization of Minority/Women-Owned Enterprises ("M/WO").** The Coca-Cola Company strongly encourages suppliers, including Seller, to use M/WO businesses as subcontractors in procurement opportunities on behalf of Buyer. Seller will report 2nd-tier expenditures with M/WO businesses to The Coca-Cola Company's Supplier Diversity department upon request of Buyer.

21. **Insurance.** If and as requested, Seller will obtain and maintain in force adequate insurance satisfactory to Buyer to cover the hold harmless provision of Section 7 and the replacement value of Property and Paid Stock under Sections 15. Seller, upon request, will furnish certification evidencing such insurance in a form acceptable to Buyer. Such insurance will not be cancelled or amended without thirty days prior written notice to Buyer.

22. **Status.** Seller is an independent contractor and not an agent, representative or joint venture partner of Buyer. Seller and its employees and agents are neither employees of Buyer for any purpose nor eligible for participation in any benefit plan available to employees of Buyer. Seller may not enter into any contract or commitment for Buyer and will be solely responsible for making all payments to and for its employees and subcontractors including those required by law. Buyer will not be liable for any debts or liabilities of Seller.

23. **Set-Off.** Buyer may set-off against any amounts which may become payable by Buyer to Seller, any present or future indebtedness of Seller to Buyer, money, prepaid inventory or otherwise, whether either arises under the Order or otherwise.

24. **Governing Law.** All rights and obligations under this Order, including matters of construction, validity and performance, will be governed by the laws of the State of Georgia, including the provisions of the Uniform Commercial Code as enacted (the "Law") without regard to its conflicts of laws principles. No usage of trade or course of dealing or performance less favorable to Buyer than terms otherwise applicable under the Law and any Order will be binding upon Buyer unless specifically agreed to in writing by Buyer. Buyer and Seller submit to the nonexclusive jurisdiction of the federal courts located in, and the state courts of, Fulton County, Georgia.