

# Products Available From Coca-Cola Foodservice & On-Premise

Base Chain Price

Prices Effective January 1, 2025

Dispensed Sparkling Brands (BIB)						Dispensed Still Brands (BIB)			Premium Still Brands (BIB)	
						Includes a variety of flavors. Contact Sales Associate for pricing.			Includes a variety of flavors. Contact Sales Associate for pricing.	
5 GAL BIB GAL / CASE						2.5 GAL BIB GAL / CASE			2X1 GAL BIB GAL / CASE	
Sparkling & Still BIB						\$22.03 / \$110.15			\$23.45 / \$46.90	
Unsweet Tea BIB						\$21.29 / \$106.45			-----	
Premium Still BIB						\$22.95 / \$114.75			-----	

### Coca-Cola Freestyle®

Discover Something New  
Contact Sales Associate  
for Pricing

Frozen Slush	PACKAGE	GAL / CASE
Frozen Uncarbonated		
Hi-C Fruit Punch & Other Flavors	2.5 GAL BIB	\$22.98 / \$57.45
Powerade Fruit Punch Powerade Mountain Berry Blast	2.5 GAL BIB	\$22.98 / \$57.45
Minute Maid Lemonade and other flavors	2.5 GAL BIB	\$23.92 / \$59.80

Frozen Carbonated		
Coca-Cola, Fanta Cherry, Fanta Blueberry,	2.5 GAL BIB	\$25.64 / \$64.10
Fanta Piña Colada (contact sales associate for full listing of flavors), Minute Maid Lemonade, Sprite, Sprite Lymonade	5 GAL BIB	\$24.98 / \$124.90

Minute Maid Smoothies   Dairy   Purees			12/30-32 OZ CASE**
Premium	Strawberry, Mango, Peach		\$71.95
Premium Dairy	Smoothie: Non-fat Vanilla Yogurt		\$82.66
Purees	Strawberry, Mango, Pineapple		\$52.74

Bubler Products (Frozen Concentrate)			PRICE / CASE**
Classic Style Lemonade*, Classic Style Limeade*, Country Style Lemonade*, Raspberry Lemonade, Orange Guava Passionfruit		6 / 64 OZ CASE	\$72.44
Strawberry Hibiscus, Mango Lime		12 / 30-32 OZ CASE	\$81.28
Original, Strawberry Guava		12 / 30-32 OZ CASE	\$78.47

Brewed Iced Tea		PACKAGE	PRICE / CASE**
	Classic	96 / 2.75 oz bags	\$112.94
	Black Unsweet	32 / 2.75 oz bags	\$44.07
	Flavored	32 / 3.05 oz bags	\$59.13
	Passion Fruit Mango		
	Traditional	32 / 3.5 oz bags	\$30.90
	Traditional Unsweet	96 / 3.5 oz bags	\$79.18

Brewed Coffee			
	Roast & Ground	Dark, Medium, Light, Decaf Frac Packs	Contact Sales Associate for Pricing
	Whole Beans	Espresso, Dark, Medium, Light, Decaf	
	Roast & Ground	Dark, Medium, Decaf Frac Packs	Contact Sales Associate for Pricing

### Juice and Juice Drink Products | Dairy | Mixers | Water

\*\* Price to distributor

Note: Some brands may not be available in all packages or via all distributors.

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# Product Warranty and Indemnity

This Product Warranty and Indemnity is provided to you (“Purchaser”) solely by the Coca-Cola Party (as defined below) that actually manufactured the Products (as defined below) or, in the case of Products that are manufactured by a third-party producer or co-packer, the Coca-Cola Party that engaged or contracted with the third-party producer (in either case, the “Manufacturer”). For purposes of this Product Warranty and Indemnity, “Coca-Cola Party” means either (a) The Coca-Cola Company, acting by and through Coca-Cola North America, on behalf of itself and its whollyowned US subsidiaries (collectively, “TCCC”), or (b) an independent Coca-Cola Bottler (“Bottler” and, together with TCCC, the “Coca-Cola Parties”); and “Products” means all food and nonalcoholic beverage products bearing trademarks owned by or licensed to TCCC that are sold to Purchaser by a Coca-Cola Party or its authorized distributor.

1. The Manufacturer warrants to Purchaser that, at the time of shipment from the Manufacturer: (a) the Products will be free from material defects; and (b) the Products (i) will meet the requirements of the Federal Food, Drug, and Cosmetic Act (the “Act”), as amended, including the Food Additive Amendments of 1958, the amendments resulting from the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the “Bioterrorism Act”), the amendments resulting from the Food Safety Modernization Act of 2011 (“FSMA”), and the U.S. Food and Drug Administration’s regulations implementing the Act, as of the relevant compliance dates, (ii) 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, and (iii) will comply with all other applicable federal and state laws, rules and regulations. This warranty is applicable to any lawful state law in which the definitions of adulteration or misbranding are substantially the same as those in the Act. The warranties provided in clause (b) above will not apply when any Products are shipped or delivered under a label or labeling designed by or on behalf of Purchaser, or the Products are manufactured in accordance with written specifications provided by or on behalf of Purchaser. In such case, the Manufacturer warrants only that the Products will conform to the label, labeling or specifications provided by or on behalf of Purchaser.

2. With respect to Products that are post-mix, regular and frozen syrups (“Syrup”), and any coffee or tea that is not sold in a ready to drink form, the Manufacturer warrants only the Syrup, coffee and tea themselves, and not any product made from the Syrup, coffee or tea, including the finished beverage. The Manufacturer specifically disclaims any warranty or indemnity 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 the Manufacturer.

3. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND, TO THE EXTENT PERMISSIBLE UNDER LAW, EACH OF THE COCA-COLA PARTIES DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Purchaser agrees that its sole and exclusive remedy for breach of any of the warranties provided herein (and any applicable implied warranties which cannot be effectively disclaimed as provided in Section 3 above) will be as follows:

- a. The Manufacturer will, at its sole option, either replace the Products or refund the actual, net purchase price paid by Purchaser for the Products;
- b. The Manufacturer will indemnify and hold Purchaser harmless against any claim, loss, or expense arising out of the death, disease or bodily injury of a consumer resulting from or caused directly by its breach of the above warranties; provided, however, that any such claim, loss or expense was solely caused by the fault or negligence of the Manufacturer, and provided further that the Products were handled under normal conditions of sale and in accordance with applicable product handling requirements by Purchaser until final sale to the consumer; and provided further that (a) Purchaser gives the Manufacturer timely written notice of the assertion or pendency of any such claim, (b) the Manufacturer has the right to defend any such claim and choose counsel to defend such claim, and Purchaser agrees to assist in the defense of any claim, and (c) the Manufacturer has the right of approval prior to settlement of any such claim and Purchaser will not unreasonably withhold consent of any Manufacturer-approved settlement; and
- c. TCCC will indemnify Purchaser against claims arising out of patent or trademark infringement suits in a court of competent jurisdiction where such claims are based solely on the Products when used or sold by Purchaser as contemplated by TCCC; provided, however, that any such claim was solely caused by the fault or negligence of TCCC, and provided further that (i) Purchaser gives TCCC timely written notice of the assertion or pendency of any such claim, (ii) TCCC has the right to defend any such claim and choose counsel to defend such claim, and Purchaser agrees to assist in the defense of any claim, and (iii) TCCC has the right of approval prior to settlement of any such claim and Purchaser will not unreasonably withhold consent of any TCCC approved settlement.

**This Product Warranty and Indemnity sets forth the sole and exclusive remedy for Purchaser against any of the Coca-Cola Parties and any of their respective related or affiliated entities with respect to the Products and is the complete agreement between Purchaser and each of the Coca-Cola Parties with respect to such subject matter. IN NO EVENT SHALL ANY OF THE COCA-COLA PARTIES BE LIABLE TO PURCHASER, OR TO ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT, IN TORT, OR BASED ON ANY OTHER LEGAL THEORY, INCLUDING UNDER ITS INDEMNIFICATION OBLIGATIONS, 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. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH COCA-COLA PARTY AGREES, AND, BY ACCEPTING THIS PRODUCT WARRANTY AND INDEMNITY, PURCHASER AGREES, THAT IT MAY BRING CLAIMS RELATED TO THIS PRODUCT WARRANTY AND INDEMNITY AGAINST THE OTHER PARTIES ONLY ON ITS OWN BEHALF AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.**

This Product Warranty and Indemnity is not assignable or transferable, by operation of law or otherwise, and, by purchasing Products from, or doing any business with, any of the Coca-Cola Parties, Purchaser acknowledges and agrees to all terms and conditions in this Product Warranty and Indemnity and that all other continuing warranties and indemnities provided by any person or entity at any time with respect to the Products are hereby revoked and superseded, and shall have no effect. Purchaser’s continued business with the Coca-Cola Parties constitutes continued acceptance of the terms and conditions herein. Without limiting the foregoing, neither TCCC nor Bottler will be bound by any provisions in Purchaser’s purchase orders, pre-printed forms, proposals, quotations, acknowledgments, acceptance forms, supplier agreements, or other documents (whether issued or entered into before or after acceptance of this Product Warranty and Indemnity), including any “clickthrough” or other online terms and conditions referenced in any such documents or in a website, application or other digital or electronic format (collectively, “Purchaser Documents”), that propose differing or additional terms to, or any addition, modification or amendment of, the express terms contained in this Product Warranty and Indemnity. No failure to object to provisions contained in Purchaser’s Documents will be deemed a waiver or modification of the terms set forth herein.

No addition to or modification of this Product Warranty and Indemnity shall be binding on any Coca-Cola Party unless made in writing by each such Coca-Cola Party.

Notices required hereunder shall be sent by certified mail, if directed to TCCC, to the Risk Management Department, The Coca-Cola Company, P.O. Box 1734, Atlanta, GA 30301 and, if directed to a Bottler, to the headquarters address of such Bottler.