

Supplier Company | 8310332

ISEE STORE INNOVATIONS LLC

## Work Order

**WO Number:** WO-2202100143

**Date:** 02/22/2021

**AB PO Number:** 4800509213

## Job Name: Cutwater Tequila Season, Estrella Jalisco Michelada Refresh

For: Anheuser-Busch, LLC

See Supplier Portal for item details and art files

### Item Details

Item #	Item Name	Projected Delivery Date	Quantity	Pack Price	Carton Factor	Tariff Cost	Add-On Cost	Total Item Cost
6027055	Cutwater Tequila Season Suction Cup Caddy	04/30/2021	1,563	\$23.00	1	\$0.00	\$0.00	\$35,949.00
6025805	Estrella Jalisco Michelada Refresh Family Cooler Suction Cup Rack	03/12/2021	305	\$40.00	2	\$0.00	\$0.00	\$12,200.00
<b>Summary:</b>						\$0.00	\$0.00	<b>\$48,149.00</b>

### Delivery

Ship to information available in the Supplier Portal <https://abinnertrak.inwk.com>

InnerWorking Support Contact: [ABSupport@inwk.com](mailto:ABSupport@inwk.com)

Incoterms: FOB Destination

Freight Terms: 3rd Party Freight (3rd Party Freight instructions included below)

Shipment Method: Ground

Invoices: All invoices must be submitted to Anheuser-Busch at <https://www.budexchange.com> and to InnerWorkings at <https://abinnertrak.inwk.com>

Invoicing and corresponding payment detailed instructions are included in the below documentation

**WO Notes**

Contact (NANCY GOMEZ PINEDA and [nancy.pineda@anheuser-busch.com](mailto:nancy.pineda@anheuser-busch.com)) with questions

**Shipping Notes**

Distribution list available at <https://abinnertrak.inwk.com/bidding/viewBid/5355>

**Important**

- This Work Order ("WO" or "Work Order") is placed on behalf of Anheuser Busch, LLC ("AB")
- Nothing above the quoted WO price will be paid without prior written approval from Anheuser Busch, LLC
- Your obligations regarding this Work Order are to Anheuser Busch, LLC, and acceptance or commencement of activities related to this Work Order constitutes agreement with Anheuser Busch, LLC's Terms and Conditions attached below and in the Purchase Order issued to you by Anheuser Busch, LLC, and posted at <https://www.budexchange.com/>, which govern your ("Vendor") relationship with Anheuser Busch, LLC ("Buyer") with respect to this Work Order
- Nothing in this WO gives Vendor any rights against InnerWorkings.

**You must have this WO number on your invoice or your invoice may be rejected: WO-2202100143**

**You must also have this AB PO number on your invoice or your invoice will be rejected: 4800509213**

### **Anheuser-Busch, LLC 3rd Party Freight Policy & Shipping Instructions**

United States Domestic ONLY

Attention US Domestic Suppliers: Drop shipping from an international location is not permissible without prior authorization from your ABI Procurement contact and/or review from [freightrouting@anheuser-busch.com](mailto:freightrouting@anheuser-busch.com).

WARNING: Failure to adhere to A-B's shipping policies may result in a partial (short-paid) reimbursement on improperly shipped freight charges and/or delayed payment. Vendors and shippers are responsible for reporting these instructions to all shipping departments scheduling A-B freight.

\*\*All freight policies and carrier selection requirements are scheduled to change annually every January 1st\*\*

#### **Shippers should ensure the required steps are performed:**

- Identify the proper ship mode
- Choose the correct approved A-B carrier
- Bill 3rd Party correctly (per mode)
- Provide a valid A-B Purchase Order Number and Work Order number

#### **Step 1:**

Please obtain the current year's Freight Routing Guide and follow billing instructions by visiting: <http://Anheuser-Busch.com/FreightRouting>

#### **Step 2:**

If small parcel or air freight is required the following account numbers should be used for OTH PO Prefixes -  
UPS Ground/AIR Y756X9  
FedEx Ground/Express 9835-4765-6

PO number must be entered in the reference number 1 field in the shipping system or must be listed on the carrier's Bill of Lading.

#### **NOTE:**

Any issues related to domestic freight routing, shipment setup or carrier selections, should be sent to [freightrouting@anheuser-busch.com](mailto:freightrouting@anheuser-busch.com)

Any other issues should be directed to [suppliersupportgroup@anheuser-busch.com](mailto:suppliersupportgroup@anheuser-busch.com) or (314)765-3111.

AB Purchase Order number, Work Order number and point of delivery must appear on shipping documents, invoices and all packages. Include itemized packing list with each package or shipment.

Any large scale drop shipments are required to have shipping orders reviewed by AB Freight Routing.

For Third Party Freight Vendors shipping to IMS Warehouse in Kenosha, WI: Be sure to put the PO number and WO number followed by the line item number (3-Digits) on to each bill of lading. Example: 8123456001 for PO 8123456, line item 1

### **Anheuser-Busch, LLC Invoice Process Instructions**

- Overruns/Underruns will not be accepted.
- All Vendor invoices must be submitted in two locations in order to begin payment processing:
  - i. Submit invoices for payment to Anheuser-Busch, LLC via [www.budexchange.com](http://www.budexchange.com) against the AB PO issued to you and referenced in the header of this Work Order.
  - ii. Submit invoices for validation to InnerWorkings <https://abinnertrak.inwk.com>
- All Vendor Invoices submitted must include reference to the AB purchase order number listed in the header of this Work Order.
- All Vendor Invoices submitted must include reference to the Work Order number listed in the header of this Work Order.
- All Vendor invoices should reference the item number provided on this Work Order, description, quantity, price and related information.
- All Vendor shipment tracking information (whether drop-ship or to Anheuser-Busch POCM fulfillment warehouse) will be required to be uploaded \_\_\_\_\_

- i. This shipment tracking information for all shipments, along with invoice and 3rd Party freight billing information, will be utilized to validate that shipments have been completed in order to begin the payment processing. Your invoice will not be processed for payment until the shipment tracking information is received and validated.
- ii. For shipments that are delivered to the Anheuser-Busch designated POCM fulfillment warehouse, the goods receipt at that warehouse will be completed as part of the validation process. Your invoice will not begin to be processed for payment until the goods receipt is completed at the POCM fulfillment warehouse (clear of discrepancy, damage, miscount or other issues that do not allow proper timely receipt of goods).

### **Anheuser Busch, LLC Terms and Conditions**

#### THESE GENERAL CONDITIONS SHALL APPLY AT ALL TIMES

1. Complete Agreement. This order constitutes Buyer's offer to Vendor and shall become a binding contract unless Vendor gives Buyer written notice of objection within ten (10) days following Vendor's receipt hereof. This order is not valid unless signed by a duly authorized representative of Buyer. The specifications on the face hereof, these terms and conditions, any other special conditions in a schedule attached hereto, if any, and any specifications or other documents referenced in such schedule or on the face hereof constitute the entire agreement between Buyer and Vendor and supersede all previous communications, either written or oral, with respect to the subject matter of this order. This order expressly limits acceptance to the terms and conditions stated herein, which terms and conditions may not be varied except by a writing referencing the number of this order and signed by Buyer's duly authorized representative. Any reference on the face hereof to Vendor's proposal or any other document published by Vendor shall be deemed to incorporate only typed or handwritten information and not any standard printed terms or conditions of Vendor's documents other than descriptions of the goods, services and prices offered by Vendor. The invalidity in whole or in part of any provision of this order shall not affect the validity or enforceability of any other of its provisions.
2. Right to Know Information. If Vendor is supplying any chemicals hereunder, Vendor shall supply Material Safety Data Sheets as well as appropriate labeling as required by OSHA (29 CFR 1910.1200) and such additional documentation and information as may be required under similar applicable state laws and regulations for chemical substances purchased hereunder. Failure to conform to these requirements will be justification for rejection by Buyer in accordance with paragraph 7 below.
3. No Waiver. Failure of Buyer to insist on performance of any of the terms and conditions or requirements of this order shall not be construed as a waiver of such terms, conditions or requirements, and shall not affect the right of Buyer thereafter to enforce each and every term, condition or requirement. IN NO EVENT SHALL BUYER BE LIABLE TO VENDOR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
4. Governing Law. This order shall be governed by and construed in accordance with the laws of the Stat of Missouri without regard to principles of conflicts of laws.
5. Time of Essence and Force Majeure. Shipment and delivery date(s) specified are of the essence of this order. However, Vendor shall not be liable for delays in manufacture or delivery of goods and performance of services to the extent such delays are due to causes beyond Vendor's reasonable control and provided Vendor uses its best efforts to remedy the situation and first allocates all available production and deliveries to Buyer, and provided further that Vendor has notified Buyer promptly (but in any event within seven days) of the occurrence which causes such delay. Buyer shall not be liable to accept any part of such goods and services which are delayed and may, at its option, cancel the order. Causes deemed beyond a party's reasonable control include acts of God, acts of civil or military authorities, fires, labor disturbances, epidemics, war or riot, and acts of the other party. Whenever Vendor has knowledge of a condition or event that may delay or lead to a delay in the timely performance of this order, Vendor shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. Vendor agrees to insert the substance of this clause in any subcontract hereunder, with appropriate changes as to the identity of the parties. This order may be cancelled by Buyer at any time prior to delivery if its business is interrupted by causes beyond Buyer's reasonable control, provided that Buyer shall give prompt notice of such cancellation to Vendor.
6. Shipping Instructions. Packing slips must accompany each shipment and should not show prices. Buyer's count will be accepted as final and conclusive on all shipments not accompanied by packing slips. All articles are to be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and to meet carrier requirements. No charges will be allowed for drayage, boxing or packing unless specifically stated in the order. Any goods shipped by parcel post must be insured for face value. Goods must be shipped as provided for in this order, or additional shipping and handling costs will be back charged to Vendor. In the absence of such instructions, shipments shall be routed via the most economical mode of commercially reasonable transportation available consistent with the time requirements established for the order and risk of loss on the goods shall be borne by Vendor until delivery at the facility or destination designated by Buyer. If the goods supplied under this Order are sources from outside the United States, Supplier shall, and shall cause all participants in its supply chain under contract with Supplier in connection with the goods to, comply with Buyer's "Importation Security Requirements", which Supplier acknowledges have been separately provided to Supplier.

7. Right to Reject; Specifications. (a) All goods and /or services furnished will be subject to inspection and testing upon arrival or performance, and such goods and/or services found by Buyer in its sole discretion to be not in accordance with the specifications, drawings, plans, instructions, samples or other description furnished or adopted by Buyer for the order or otherwise not in conformance with the terms of this order shall be subject to rejection, return and back charge as appropriate, together with the necessary costs of handling and shipping. Buyer's payment of all or any part of the purchase price prior to such inspection, testing and non-acceptance of the goods and/or services involved shall not constitute a waiver of any of Buyer's rights hereunder.

(b) Buyer may, by written notice, change any one or more of the following terms of this order (i) the specifications, designs, drawings or performance criteria, (ii) method of shipping or packing, (iii) place of inspection, acceptance or point of delivery, (iv) delivery schedule, and (v) quantity. In this event and if appropriate, Buyer may in writing request an equitable adjustment in the prices or delivery terms of this order, and Vendor may in writing make claim for the cost of any redundant material or work in process, but not for any cost of design, engineering or development, special tooling or general purpose equipment unless such items have been specifically ordered and separately priced in this order; provided, however, that Vendor shall, in all events, proceed diligently to supply the goods or services contracted for under this order as so changed. Any and all claims and requests by Vendor under this section shall be deemed waived unless made in writing and received by Buyer within ten (10) business days from the receipt by Vendor of the written change order.

8. Representations and Warranties. Vendor represents and warrants that:

(a) Buyer's purchase, use or sale of the goods or services furnished pursuant to this order, in the form in which furnished to Buyer, will not infringe any United States or foreign patent, trademark, copyright trade secret or other proprietary right of a third party and Vendor agrees to defend and hold Buyer harmless against any claim, action or suit that may be brought against Buyer for patent, trademark, copyright, trade secret infringement or for the infringement of any other proprietary right by reason of Buyer's purchase, use or sale of such goods. Buyer will receive good title to all goods furnished hereunder, free and clear of all liens.

(b) All goods and services covered by each order are unencumbered and will conform to the specifications, drawings, plans, instructions, samples or other description furnished or adopted by Buyer; will be well made, of good materials, merchantable, fit and sufficient for the purpose intended, including any special requirements of Buyer which have been disclosed to Vendor; shall be free from defects, whether latent or patent, in material and workmanship; and, in the case of edibles, shall be wholesome and fit for human and animal consumption; and such edibles are and will be cool, sweet, and in merchantable condition until they arrive at the specified destination, and shall be grown or manufactured in a facility or under conditions which are free of any contamination which could negatively affect the merchantability of the goods. Vendor shall immediately replace or repair free of charge, f.o.b. Buyer's plant, any goods or parts of any goods supplied hereunder which prove to be defective in workmanship or material within one year from date of shipment.

(c) Vendor shall comply with all applicable local, state and federal laws, rules, regulations and ordinances, including without limitation the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, and all goods furnished hereunder will comply with said laws, rules, ordinances, standards and regulations. Without limiting the generality of the foregoing, the article, or articles, comprising each shipment or other delivery made by Vendor to Buyer hereunder are, as of the date of such shipment or delivery, not adulterated or misbranded within the meaning of the Federal Food Drug & Cosmetic Act, as amended, and are not articles which may not be introduced into interstate commerce under the provisions of Section 404, 505 or 512 of such Act.

(d) Vendor shall not use or disclose any data, designs, or other information belonging to, supplied by or on behalf of Buyer except as may be required to ensure performance. Upon completion by Vendor of its obligations under this order or upon Buyer's request, such data, designs and other information or any copies thereof shall be returned to Buyer. Where in accordance with Buyer's written authorization, Buyer's data, designs or other information is furnished to Vendor's suppliers for procurement of supplies by Vendor for use in the performance of this order, Vendor shall insert the substance of this provision in its own purchase order. Unless otherwise authorized by Buyer, Vendor shall not advertise or publish the fact that Vendor has contracted to furnish Buyer the goods or services.

(e) The goods covered by this order are in conformity with the specifications, samples, or other descriptions furnished by Vendor to Buyer or designated by Buyer. The warranties of Vendor, together with its guarantees, shall be enforceable not only by Buyer but also by its assigns and each successive customer. In addition, Vendor assigns to Buyer the benefit of any warranty that Vendor receives from its suppliers of any items purchased by Buyer hereunder.

9. Right to Cancel. (a) This order may be terminated by Buyer (i) promptly upon written notice to Vendor for the convenience of Buyer, or (ii) at any time if Vendor is in default hereunder, fails to use properly skilled personnel, fails to make prompt payment to any subcontractors it may have, fails to make prompt payment for any materials, labor or any other expenses it incurs in the production or construction of the goods or the performance of any services, or (iii) at any time upon the insolvency of Vendor or in the event of the institution of any proceeding by or against Vendor in bankruptcy or insolvency or under any provisions of the Bankruptcy Act or for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Vendor, or (iv) upon

any sale, transfer or other disposition in the aggregate of more than ten percent (10%) of the stock or other evidence of ownership of Vendor. Buyer may require a financial statement from Vendor at any time during the term of this order for the purpose of determining Vendor's financial responsibility. Any termination pursuant to parts (ii), (iii) or (iv) of this subsection

(b) shall be deemed to be a termination for default. (b) In the event of termination for the convenience of Buyer, Vendor may in writing make claim for the cost of any work or service, or both, in process, but not for any cost of design, engineering or development, special tooling or general purpose equipment unless such items have been specifically ordered and separately priced in this order. Other than as specified in the preceding sentence, Vendor shall not be entitled to any claim, remedy or damages from Buyer. Any and all claims or requests by Vendor under this subsection (b) shall be deemed waived unless made in writing and received by Buyer within ten (10) business days from the date of termination.

(c) In the event of termination by Buyer pursuant to (ii), (iii) or (iv) of subsection (a) above, Vendor shall be entitled to no claim for damages or for the cost of any work or service, or both, in process. At Buyer's option, Buyer may produce or purchase or otherwise acquire goods or services elsewhere on such terms or in such manner as Buyer may deem appropriate and Vendor shall be liable to Buyer for any excess cost or other expenses incurred by Buyer and/or Vendor shall deliver to Buyer any of the goods or services for which Buyer makes written request at or after termination, and Buyer will pay Vendor the lesser of the herein contained or fair value of any of such goods or services so requested. Buyer shall have, in addition to any rights or remedies set forth herein, all remedies provided by law including, without limitation, the right to cancel, cover, and to recover incidental, special and consequential damages, and the exercise of any right or remedy shall not preclude or waive Buyer's exercise of any other rights or remedies.

10. Indemnity. Vendor hereby agrees to indemnify and hold harmless Buyer, its affiliated companies and their agents and employees from all claims and suits for money or damages to property including incidental and consequential damages relating thereto or injuries, including death, to persons, and from all judgments recovered therefore, and from all expenses in defending said claims or suits, including court costs, attorneys' fees and other expenses, caused by or arising out of: (a) the act or omission of Vendor, its agents, servants and employees while on or about the premises of Buyer for the purposes of delivering, installing or providing the goods and services required by this order; (b) the negligence or wrongful acts or omissions of Vendor, its agents, servants and employees; (c) any misrepresentation, breach of warranty, or non-fulfillment of any obligation or agreement made by Vendor in connection with this order; and (d) any and all claims, demands and liens for the value of goods furnished or labor performed under this order.

11. Survival. The warranties, remedies and indemnities provided in this order shall survive delivery, shall not be deemed waived either by reason of acceptance or payment and shall be in addition to those implied by or available at law.

12. No Assignment. Vendor may not assign its rights or delegate its duties under this order without the prior written consent of Buyer, and any attempted assignment or delegation without such consent shall be void. No completed articles shall be shopped out or subcontracted without Buyer's prior written approval.

13. Audit Rights; Improper Payment Audits. (a) For a period of at least two years after the completion of each order, Vendor shall maintain in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all charges for payment were valid and properly chargeable to Buyer. The records, whether written or in electronic form, to be maintained hereunder include, but are not limited to, all contracts, papers, correspondence, accounting records, cancelled checks, orders and invoices pertaining to Buyer's account. Buyer or its representatives shall, upon reasonable prior notice to Vendor, be given the opportunity to audit such records at any time during normal business hours to verify the accuracy of Vendor's invoices and charges.

(b) Vendor hereby represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Vendor to or for the benefit of any employee or agent of Buyer who may reasonably be expected to influence the decision to requisition, issue or take any action with respect to this order. Vendor shall allow a mutually agreeable ""Big Six"" certified public accounting firm (the ""CPA"") to examine, at Buyer's expense, such of Vendor's books and records as may be necessary, in the CPA's opinion, to verify Vendor's compliance with this paragraph. If the parties are unable to agree on the CPA, the CPA shall be Price Waterhouse. (As used herein, ""payments"" shall include money, property, services and all other forms of consideration.) Buyer's audit rights under this paragraph shall survive performance of this order for a period of two (2) years.

14. Government Compliance. An unexpired Buyer Form EOA-9 (Contract Clauses) covering equal employment opportunity, certification of nonsegregated facilities, written affirmative action compliance program, EEO1-1 Report, employment of the handicapped, employment of veterans and utilization of minority business enterprises, signed by Vendor, is on file with Buyer's Purchasing Department and is incorporated herein and made a part of this order. Vendor agrees to obtain a similar form from each subcontractor prior to award of a non-exempt subcontract.

15. Premium Time. Vendor shall not undertake any extras nor incur any premium time chargeable to Buyer without Buyer's prior written approval and authorization to proceed. If premium time is approved by Buyer, Buyer will only pay as an addition to the price stated in this order, the premium cost portion of such work. The submission by Vendor of daily time sheets showing such

labor costs in a form acceptable to Buyer shall be a condition to any such additional payment. Any extra work or premium time incurred without Buyer's prior written approval shall be at Vendor's sole expense.

16. Ownership of Design. (a) In the Event that the articles designated in this order are to be provided by Vendor in accordance with ideas, designs, or specifications, the essential secret or novel features of which originated with Buyer, or were developed by Buyer, or are owned or controlled by Buyer, then Vendor acknowledges Buyer's ownership thereunder and (i) will not disclose any confidential ideas, designs or specifications of Buyer to anyone; (ii) will not take any action inconsistent with Buyer's ownership of the ideas, designs, or specifications, including filing any patent, trademark or copyright applications thereon; and (iii) will, upon Buyer's request, execute and cause its employees and independent contractors to execute any document necessary or desirable to acknowledge or convey title thereto in Buyer.

(b) In the Event that the articles designated in this order are to be provided in accordance with ideas, designs or specifications, the essential secret or novel features of which originated with Vendor, or were developed by Vendor or were owned or controlled by Vendor, and if such ideas, designs or specifications were created or developed especially for Buyer then, Vendor shall (i) file and prosecute or cause to be filed and prosecuted any application(s) for letters patent of the United States or foreign countries; (ii) file any application(s) for copyright registration in the United States or foreign countries; and (iii) assign or cause to be assigned the entire right, title and interest in and to all such applications to Buyer.

17. Pricing. (a) Prices shall be firm and not subject to adjustment or variation unless specifically approved in writing by Buyer.

(b) Except as otherwise provided herein, the prices herein include all costs and charges to be incurred by Vendor, including, without limitation, installation and other service charges, all applicable federal, state and local taxes and duties, all wages and fees for services and materials, all charges for transportation, packing, packaging and returnable containers, all costs of design, engineering and development, and all costs for tooling, gauges, jigs, fixtures, dies, molds, patterns, and similar property that may be obtained or required by Vendor for use in the manufacture, fabrication or assembly of the goods or performance of the services called for by this order.

18. Setoff. Vendor agrees that Buyer shall have the right to set off against amounts which may become payable by Buyer to Vendor under this order, any present or future indebtedness of Vendor to Buyer, whether arising under this order or otherwise.

19. Assurance of Performance. In the event Vendor fails to perform when due any delivery and/or service required by this order, or Buyer in good faith has any other reason to question Vendor's intent or ability to perform, Buyer may, at its election, demand adequate assurance of performance, including that Vendor furnish, at Vendor's expense, a performance bond or letter of credit, conditioned to indemnify Buyer for any loss Buyer may sustain by failure of Vendor to perform its obligations. In the event Vendor fails to comply with such demand within ten (10) business days thereafter, Buyer may treat this failure as a default.

#### THE FOLLOWING CONDITIONS SHALL APPLY ONLY IF SO INDICATED ON THE FACE OF THIS ORDER

20. Invoice Procedures. After completion of all work, Vendor shall submit an invoice in duplicate to Buyer's Accounts Payable Department and Buyer shall, after acceptance of all work, pay such invoice in accordance with the terms noted on the front of this order or if no such terms are noted, within 120 days after acceptance of all work. Such invoice shall be supported by Waivers of Lien and any additional Certifications required.

21. Insurance. Vendor hereby agrees to furnish and maintain at its own cost and expense, insurance policies underwritten by good and solvent insurance companies, protecting:

22.

(a) the legal liability of Vendor under the Worker's Compensation Act of any State or other statute or law, to pay claims for personal injuries sustained by its employees, including death resulting therefrom; and

(b) the legal liability of Vendor for damage to property and for injuries to or death of any person or persons (including automobile exposure), and contractual liability assumed by Vendor pursuant to paragraph 9 above, said insurance to be written with a limit of not less than \$1,000,000.00 for any one occurrence.

Vendor shall not violate, or permit to be violated, any conditions of any of said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies. Vendor shall furnish Buyer with insurance certificates indicating the coverage above referred to. Vendor shall not contract for the performance of any part of the work herein required without imposing similar obligations on any subcontractor so employed.

23. Sales/Use Tax Exemption Statement. Buyer hereby certifies that the tangible property or services described in this order are exempt from sales and use tax for one of the following reasons as specified on the face of this order:

- (a) All plant sites - Purchase for resale, or for use as an ingredient or component part of or for incorporation into a product manufactured for resale;
- (b) Missouri only - Purchases of machinery or equipment for use in establishing a new or expanding an existing manufacturing facility, or as a replacement required by reason of a design or product change, such machinery and equipment to be used directly in manufacturing or processing a product for resale;
- (c) Ohio and Virginia only - Exempt under direct payment permit;
- (d) Other - Specified in separate exemption provided to Vendor.
- (e) Buyer hereby certifies that the property described pursuant to this order is intended for resale or for use or consumption in the industrial production of property intended to be ultimately sold at retail and is, therefore, exempt from Minnesota Sales and Use Tax. This exemption DOES NOT pertain to machinery, equipment, tools or furniture. Minnesota Sales/Use Tax No. 7616476.

Buyer further agrees to assume liability for any sales or use tax which may be determined to be applicable to this order. Buyer plant State Sales and Use Tax registration numbers are as follows:

STATE	REGISTRATION NO.	RETURN FILED BY LOCATION
California	SY-OHA-30-000224 67917	St. Louis Kentucky Louisville
California	0004SHA	Los Angeles
Louisiana	6000830-002	New Orleans
California	0048SHA	Fairfield
Massachusetts	430-201-877 SY-EH11-218423-007-AC 11160811	Cambridge California Riverside Missouri St. Louis
California	SY-AC11-218423 H-430-161-000/000-7 SY-KHE30-000224-011-OHA	Sylmar New Jersey St. Louis California Stockton
New Jersey	430-161-000/000	Baldwinsville
Colorado	01-25130-002 NJ2-001-389/000-9 01-25130-000	St. Louis New Jersey Columbus Colorado Denver
New York	43-016100001-9	St. Louis
Florida	78-23000201-34	St. Louis
New York	43-016100003	Baldwinsville
Florida	26-08-040081-64	Jacksonville
*Ohio	98-000064	Columbus
Florida	39-22-017840-64	Tampa
Texas	1-43-0161000-3	St. Louis
Illinois	0651-4391	Arlington Heights (Chicago)
*Virginia	300-998347-3	Williamsburg

\*In the states of Ohio & Virginia Anheuser-Busch, Inc. has a direct pay permit.

23. Capital Equipment Warranty. In addition to the other warranties herein provided, Vendor warrants that Vendor will immediately replace or repair free of charge, f.o.b. Buyer's plant any goods or parts of any goods supplied hereunder which prove defective in materials or workmanship before the earlier of 18 months after delivery or 12 months after first beneficial use for its intended usage by Buyer.