SALES OF COMPANY PROPERTY OUTSIDE OF SOUTHWESTERN BELL TELEPHONE COMPANY

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1. GENERAL

- 1.01 This instruction provides guidelines for use by Logistics Services of the Procurement Department when the method for disposing of retired material is by direct sale. The different sales methods covered in this practice include: sales of reusable Central Office Equipment (COE), sales of miscellaneous material, and consignment sales. This practice also provides information about the use of bills of sale and the application of sales tax when sales are made of company material.
- 1.02 This practice has been reissued to reflect changes in the accounting associated with sales of central office equipment. Specifically, Account 1220.192 has been deleted. Also, the section covering the re-application process has been deleted. The re-application of non-stock OCS data equipment is covered in SW747-100-903 (Procedures For Re-applying Non-stock OCS Data Equipment).
- 1.03 When Logistics Services handles material for disposal or sale, the disposition is handled in accordance with Operating Practice No. 123, Disposition Services Policy and Procedures.

2. RESPONSIBILITIES

2.01 This section provides information about the responsibilities associated with sales of company property.

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- 2.02 <u>Logistics Services</u> has the following responsibilities related to sales of retired, surplus, or obsolete material:
 - (a) Handling the sale or disposal of surplus, obsolete, and reusable material when such material is transferred to Logistics Services for disposition;
 - (b) Issuing salvage credit to user organizations for an estimate of the salvage value of the material received for disposal;
 - (c) Processing payments and salvage transactions and then forwarding the transactions to the St. Louis Disbursement Office or the St. Louis Treasury Office;
 - (d) Maintaining a system called the Account Management and Invoicing System (AMIS) which performs inventory, accounts receivable, report generating, and invoicing functions;
 - (e) Retaining documentation about sales and salvage transactions in accordance with Operating Practice No. 47, Records Retention;
 - (f) Engaging in effective marketing efforts to ensure the optimum method for disposition is used; and
 - (g) Coordinating with the following groups when disposition is required: user organizations, the Materials Distribution Center (MDC), St. Louis Disbursement and Treasury Offices, and the Material Reprocessing and Consolidation (MARC) Centers.

- 2.03 Employees within Logistics Services must maintain the highest moral, legal, and ethical standards as set forth in Southwestern Bell Telephone Company's booklet entitled, <u>A Code of Business Conduct</u>. In an effort to ensure compliance with these standards and to avoid any conflict of interest or the appearance of any such conflict, management personnel within Logistics Services involved in the pricing of retired material may not purchase material held for disposal or sale by Logistics Services.
- 2.04 As part of Logistics Services, the Disposition Services Control Center (DSCC) performs accounting and administrative functions incidental to the disposition process. The DSCC handles the following:
 - (a) Invoicing;
 - (b) Processing of salvage credits, payments, and transactions involving account adjustments and transfers;
 - (c) Managing the Account Management and Invoicing System (AMIS); and
 - (d) Coordinating with the St. Louis Disbursement Office and the St. Louis Treasury Office as necessary.
- 2.05 <u>User Departments</u> are responsible for the following related to the disposition process:
 - (a) All departments requiring disposition of material shall adhere to procedures as established in Operating Practice No. 123, <u>Disposition Services Policy and Procedures</u>.
 - (b) When material is released to the Logistics Services District for disposition, the user organization must furnish the supporting documentation associated with the material. This documentation normally consists of Returned Material Notices (RMNs), Material Transfer Reports, or retirement documents. If supporting documentation is not available, the proper accounting information must be provided to Logistics Services verbally.

- 2.06 Procurement Contracting is responsible for providing contract support for Logistics Services when contractual agreements are required as part of the disposition process. The responsibilities of the Procurement Contracting group related to such support are defined in Operating Practice No. 123.
- 2.07 Transportation Control Center (TCC) of the Logistics Services District is responsible for all transportation services related to the disposition process. The procedures for using transportation services are available in guidelines established in Operating Practice No. 122, Transportation Policies and Procedures. Contact information for the TCC is listed in Attachment A.

3. RECEIPT OF MATERIAL

- from the Materials Distribution Center (MDC) as a result of the normal returns process. For example, non-stock, junk, surplus, and destocked materials are forwarded to a Logistics Services disposition facility on an ongoing basis. Material is also received from Material Reprocessing and Consolidation (MARC) Centers. Material is shipped to the Retail Outlet from MARCs when material is identified as having a resale value higher that the intrinsic value of the material.
- 3.02 Material which is classified as reusable consists of two categories:
 - (a) Central Office Equipment (COE); and
 - (b) Miscellaneous material.
- Central Office Equipment (COE), for purposes of this practice, includes equipment located at central office facilities and which has been classified as reusable. COE equipment is declared surplus, obsolete, or retired by Network Engineering before COE is released to Logistics Services.

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- 3.04 Miscellaneous material sold by Logistics Services generally includes, but is not limited to, the following:
 - (a) Surplus or obsolete material;
 - (b) Miscellaneous test equipment or components of such equipment;
 - (c) Private Branch Exchange (PBX) switches, station apparatus or components (i.e., Customer Premises Equipment) which include telephone sets, housings, cords, jacks, data sets, teletype equipment, etc.;
 - (d) Furniture or miscellaneous office equipment;
 - (e) Computer equipment; and
 - (f) Company motor vehicles.
- 3.05 The procedures for returning stock and non-stock material are covered in the following practices:

 SWBT Practices SW745-011-901, Returned Material

 Notice, FA Form SW6381 and SW745-011-902, Returning Stock Material.
- 3.06 Material must be retired before being released to Logistics Services. When material is received by Logistics Services, a salvage credit is issued to the field authority that provided the material. The credit is predicated on an estimate of the salvage value of the material. This value is based on: the weight of the material (scrap value); historical data (records of previous sales); or the estimated sales value of the material.

- In order for salvage credit to be issued to a user, the material must be returned accompanied with an FA Form SW6381, Returned Material Notice (See Exhibit 1); a Material Transfer Report (See Exhibit 2); or the proper accounting information must be provided to Logistics Services by the user. When material is received and it is not accompanied by an associated RMN or supporting documentation, the credit for such material will be allocated to the Responsibility Code (RC) of the state's president originating the shipment. When the originating location cannot be determined, credit will be allocated equally among all SWBT states.
- 3.08 The required accounting data used for crediting by Logistics Services consists of the following:
 - (a) Responsibility Code Originating (RCO);
 - (b) Responsibility Code Charged (RCC);
 - (c) Account code;
 - (d) Geographic location code; and
 - (e) Estimate number (if an estimate number is available).
- When material is received, information about the material is documented on a Product Receiving Report (SW1715, see Exhibit 3). This information is input into the Account Management and Invoicing System (AMIS). AMIS produces a report called a Logistics Services Credit Memorandum (SW4113, See Exhibit 4) which is a salvage credit. This salvage credit is issued to field organizations for the material or scrap transferred to Logistics Services for disposal.

4. INVENTORY CONTROL

- All material (excluding material sold through the Retail Outlet which is covered in SW747-100-900, Retail Outlet Sales and Operating Guidelines) processed by Logistics Services for disposal or sale must be inventoried. Material inventoried by Logistics Services is added to the Account Management and Invoicing System (AMIS). When changes (such as additions or deletions) to the inventory are required in AMIS, the completion of the proper forms is required. The documents used to make these changes or adjustments to the inventory include:
 - (a) Product Receiving Report, Form SW1715 (adds to the inventory, Exhibit 3);
 - (b) Product Shipping Report, Form SW6022A (deletes from the inventory, Exhibit 5); and
 - (c) Product Adjustment/Modification Report, Form SW1716 (adjusts the existing inventory, Exhibit 6).
- 4.02 Material inventoried by Logistics Services is tracked within AMIS by product code (an alpha numeric code used to designate the type of material). Changes to the inventory are made when required and as determined by Logistics Services personnel. When changes are made in AMIS to product code quantities, the inventory within the AMIS data base is updated.
- 4.03 A physical inventory for material held for resale will be conducted by Logistics Services on an annual basis (on or before the end of September). The results of the physical count will be compared to quantities in the AMIS data base. Any discrepancies found during the physical inventory must be adjusted using the Product Adjustment/ Modification Report (SW1716). Completed SW1716s must be approved by a level of authority that conforms to the Schedule of Authorization for the value of the adjustment.

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- 4.04 The actual physical count of all reusable material located at disposition facilities is the responsibility of Logistics Services personnel.
- 4.05 Activities should be held to a minimum throughout the performance of the inventory. The basic functions required for the inventory consists of: a physical count of material held for resale, comparing the result of the physical count to an AMIS inventory report, and then reconciliation of the AMIS data base when discrepancies are identified. Material arriving during the inventory should be received but staged separately and held until completion of the inventory.
- AMIS input must be brought up to a current status on or before the day inventory is to begin. When it is determined that AMIS is current, the product inventory report is to be pulled from AMIS. After a physical count is obtained of all material held for resale, the physical balance must be compared to the current AMIS balance. All gains/shortages are to be investigated and an explanation (if applicable) documented. The AMIS report and any explanation for inventory discrepancies are to be filed at the disposition facility where the inventory was conducted and retained for a minimum of two years.
- Overages and Shortages identified during inventory of the 1220.193 account are handled as specified in SW747-111-917, Logistics Services Accounting and Administration for Disposition of Company Material. This practice also addresses "write-off" procedures (for losses or invoices not paid) as well as the procedures to use for making adjustments to the inventory within AMIS. Overages and Shortages identified related to the inventory should be resolved by reconciliation which involves the review of past transactions.

When adjustments are made to the inventory and the value of an adjustment exceeds \$1,000.00, a copy of the Product Adjustment/Modification Report must be forwarded to Area Mgr.-Disposition Operations. It should be noted that deletions from the inventory made by using Adjustment/Modification Reports impact the company books. A deletion from the AMIS inventory does not delete the salvage credit value previously recorded on the company books (FG85 Report).

5. LOGISTICS SERVICES SALES METHODS

- 5.01 Sales of surplus, obsolete, or retired material made by Logistics Services are conducted by one of the following methods:
 - (a) Competitive Bidding;
 - (b) Single Source Negotiations; or
 - (c) Competitive Quoting.
- The sales methods listed above are described in more detail in Operating Practice No. 123, <u>Disposition Services Policy and Procedures</u>. Most sales conducted by Logistics Services are made as a result of Competitive Quoting. This sales process involves Logistics Services making a statement to the market of a price for retired material as an offer to sell to prospective buyers. Material is then sold at the price quoted to buyers on a first come, first served basis.
- When sales of inventoried material are made by Logistics Services, a bill of sale is used to record the transaction if the sale is within the limits of the Schedule of Authorizations. A Record of Procurement of Goods or Services (Form SW1887) is used to document sales when the amount of a sale exceeds the limits of the Schedule of Authorizations.

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5.04 Logistics Services is required to collect sales or use tax when sales of tangible property are made unless the buyer has a tax exempt status. Section 10 of this practice addresses the application of sales tax when sales are made by Logistics Services.

6. CENTRAL OFFICE EQUIPMENT (COE) SALES

- 6.01 This section outlines the flow of the sales process used by Logistics Services when sales of Central Office Equipment (COE) are made.
- 6.02 Network Central Office Engineering releases to Logistics Services retired or surplus COE in reusable condition for disposition. This equipment (also known as "hardwired" equipment) is sold to interests outside SWBT on a competitive quote basis.
- When a central office removal occurs, the equipment from the central office removal is entered into the Reusable Equipment Utilization/Engineering (REUSE) System by Network Central Office Engineering. The equipment is assigned a specific restriction code. Reusable equipment entered into REUSE is assigned one of the following codes:
 - (a) Assigned to Procurement = 1;
 - (b) Available to all SWBT = 2;
 - (c) Available to all Engineering Sections = 3;
 - (d) Reserved by Section (future reuse) = 4; and
 - (e) Assigned = 5.

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- Logistics Services can sell equipment contained in REUSE with the Restriction Codes of 1 and 2. Equipment under Restriction Codes 3 or 4 may only be sold by Logistics Services when authorization to sell has been given by the Network Reuse Coordinator who initially reserved the equipment. Sales of central office equipment can also be made by Logistics Services when such material resides in the 1220.1412 or the 1220.191 account. The Manager-Reuse Sales within the Logistics Services District is responsible for sales of COE. Contact information for this individual is listed in Attachment A.
- 6.05 Logistics Services is notified of surplus reusable equipment via the REUSE system. Also, a monthly report in REUSE (See Exhibit 7) called, "RGDEM01 SUMMARY OF UNASSIGNED EQUIPMENT BY ECC," lists the surplus equipment.
- 6.06 Central office equipment which is sold by Logistics Services is processed through the 1220.193 account (Equipment and Material Salvage). Central office equipment is transferred into the 1220.193 account via the use of a mechanized Material Transfer Report (REUSE Form FASW 5015, See Exhibit 2).
- When reusable central office equipment no longer has reuse potential within the company and Logistics Services deems that no market exists for such equipment, then that equipment is declared scrap and is forwarded to a MARC Center for normal scrap processing.
- 6.08 Sales of central office material are made in accordance with the Schedule of Authorizations. Sales exceeding the limits as set forth within the Schedule of Authorizations are documented on Form SW1887, Record of Procurement of Goods or Services (See Exhibit 8). Preparation of Form SW1887 is covered in Operating Practice No. 112 entitled, Purchasing and Contracting Policies.

- 6.09 Logistics Services establishes pricing for central office equipment using the information out of the REUSE data base. Central office equipment is priced by Logistics Services using original adjusted material cost as a guide. Generally hardwired materials are sold at a price different from original adjusted material cost with considerations given to market conditions, equipment availability, and quantities of material on-hand. Logistics Services generates account adjustments and transfers at the time the COE material is sold.
- 6.10 The Competitive Quoting process is the method of sale used by Logistics Services when central office equipment is sold. This procedure involves making a statement to the market about the material as well as a statement about the price, and then selling the material on a first come, first served basis.

 Logistics Services makes sales of COE by responding to customer requests for equipment, by initiating customer contacts, and by various advertising methods. Central office equipment is advertised via electronic media (i.e., national electronic bulletin boards. Logistics Services also advertises in telecommunications journals and other publications.
- When sales of COE are made, a Bill of Sale (SW2008, See Exhibit 9) is completed and signed by the customer and the sales representative from Logistics Services. Also in conjunction with the sale, a Product Receiving Report (SW1715, See Exhibit 3) and a Product Shipping Report (SW6022A, See Exhibit 5) are completed. When the Product Receiving Report is processed through AMIS, a salvage credit is generated on Form SW4113 for the amount of the sale. The credit is applied to the field authority which released the equipment to Logistics Services.

- The accounting information required to process COE sales is derived from the Network Reuse Coordinator and is provided via a Returned Material Notice, a Material Transfer Report, or verbally. The proper accounting data must include: Responsibility Code Charged, Responsibility Code Originating, Account Code, Geographic Location Code, quantity, and the estimate or authority number.
- When sales of COE are finalized, Logistics Services will contact Network Central Office Engineering at General Headquarters with the buyer's shipping and billing information. A mechanized Material Transfer Report is generated and forwarded to the specific Reuse Section that has the equipment to be shipped. After receiving the mechanized Material Transfer Report, the Network Reuse Coordinator ensures shipment of the equipment. Shipments are coordinated with the Transportation Control Center (TCC). Contact information for the TCC is listed in Attachment A.
- 6.14 When a Shipping Report is processed through AMIS, an invoice is generated. This invoice is mailed to the customer by the Disposition Services Control Center (DSCC).
- 6.15 When payment is received, the payment and supporting transactions are forwarded to the St. Louis Treasury Office for processing.

7. CONSIGNMENT SALES

7.01 This section provides information about the consignment sales process as used by Logistics Services.

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- 7.02 For the purpose of this practice, consignment can be defined as the process of consigning (releasing to the care of another) SWBT's surplus or obsolete material for an agent to sell the material based on mutually agreed terms and conditions. After the material is sold by the seller (SWBT's agent), the revenue is divided between the seller and SWBT or the seller is paid a fee based on an agreement which outlines the terms and conditions of the consignment. The proceeds from the sale which are paid to the seller by SWBT must be treated as a cost of removal. The cost of removal will be shown to EXTC 481 when proceeds are submitted to the St. Louis Treasury Office and an SW4490 is used to process the transaction.
- 7.03 When material is considered for a consignment arrangement, the terms and conditions are agreed to by SWBT and the consigning agent. A contractual agreement is developed by Logistics Services in conjunction with the Procurement Contracting group.
- 7.04 The following outlines the responsibilities related to the consignment process when it is used by Logistics Services for the disposition of retired surplus or obsolete material. These responsibilities include:
 - (a) Determining which material has the potential for the consignment process;
 - (b) Providing Procurement Contracting with specifications for the consignment agreement, and approving the development of the agreement;
 - (c) Coordinating with Procurement Contracting to develop Request for Proposals (RFPs) which are to be mailed to prospective vendors in order to obtain a consignment agreement;
 - (d) Selecting the most qualified vendor after reviewing proposals from vendors considered for the consignment arrangement;

- (e) Authorizing and implementing the consignment agreement. In conjunction with the implementation of the agreement, coordinating the shipment to the vendor of the material to be consigned;
- (f) Maintaining records of all material received by Logistics Services for disposition and subsequently transferred to a vendor for consignment;
- (g) Providing salvage credit to organizations which transferred material to Logistics Services for disposition. In conjunction with crediting field forces, completing the necessary account transfers and adjustments and submitting such transactions to the St. Louis Disbursement Office;
- (h) Notifying Procurement Contracting regarding any deficiencies related to the consignment agreement which were caused as a result of action by the vendor; and
- (i) Maintaining an inventory of the material transferred to a consigning agent. When sales are made and statements are furnished by the vendor to SWBT, Logistics Services must make monthly comparisons of the inventory shown on the statement and those quantities existing in the AMIS inventory. Discrepancies will be reconciled with the vendor (SWBT's agent) and changes will be made in the Account Management and Invoicing System (AMIS) by using a Product Adjustment/Modification Report.

- 7.05 The following steps provide information about the general flow of the consignment process used by Logistics Services.
 - (a) Logistics Services receives retired material or equipment.
 - (b) The equipment or material must have an accompanying retirement document, Returned Material Notice (SW6381), or accounting information associated with the equipment.
 - (c) Logistics Services inputs into AMIS information about the material to receive it into the inventory and to generate salvage credit for the user.
 - (d) The salvage credit is generated out of AMIS as a credit to the field for material transferred to Logistics Services for disposition. The salvage credit is based on a price list developed jointly by SWBT and the vendor. Salvage value is normally the same as the estimated sales price for the material. When material has been salvaged and cannot be sold, such material must be forwarded to the Retail Outlet or to the MARC Center. Future salvage credits are adjusted within AMIS to compensate for differences in salvaging and revenue received in attempts to balance the 1220.193 account.
 - (e) Forms SW4113s (salvage credits) are sent by Logistics Services to the St. Louis Disbursement Office where the information is entered into DOPAC. DOPAC I/O bills the credit to the accounting center of the field user's Responsibility Code (RC) or authority that provided the material or equipment.

- (f) The vendor provides to Logistics Services a monthly statement which includes the material on-hand (vendor's inventory of our material) and the material sold. A check for the amount of sales is also submitted to Logistics Services along with the statement.
- (g) Logistics Services issues a Product Shipping Report for the material sold. This will remove the equipment or material from the inventory. The Product Shipping Report causes AMIS to generate an invoice. This invoice is not sent to the vendor since payment has already been received.
- (h) The check is processed by Logistics Services as a credit to the 1220.193 account via an SW4490. The check and the transaction providing the credit are then forwarded to the St. Louis Treasury Office for processing and journalization.
- (i) Logistics Services makes a comparison monthly of the inventory held by the vendor (reflected on the monthly statement) and that inventory shown in AMIS. Discrepancies are resolved with the vendor. When necessary, Product Adjustment/Modification Reports are issued to correct the inventory if discrepancies are found.

8. MISCELLANEOUS EQUIPMENT/REUSABLE SALES

8.01 This section provides information about how Logistics Services handles sales of miscellaneous material in conjunction with the disposition process. As a matter of policy, miscellaneous material sales are handled as stated in Operating Practice No. 123, <u>Disposition Services Policy and Procedures</u>.

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- 8.02 Miscellaneous Sales are handled by the Manager-Specialized Sales. Contact information for this position is listed in Attachment A.
- Miscellaneous material under the control of Logistics Services is inventoried within the Account Management and Invoicing System (AMIS). At the time material is received, information about that material is documented on a Product Receiving Report (SW1715, see Exhibit 3) and input into the AMIS data base to add the material to the inventory. A Logistics Services Credit Memorandum (SW4113, See Exhibit 4) is produced by AMIS which will provide a salvage credit to field organizations.
- 8.04 Material provided to Logistics Services for disposal or sale must be accompanied by supporting documentation or the proper accounting information to properly salvage the material. Such documentation generally consists of: an accompanying Returned Material Notice (SW6381); a Material Transfer Report; or a copy of a retirement document.
- 8.05 Sales made of miscellaneous material are recorded on Bills of Sale (SW2005, See Exhibit 10). Also at the time of sale, a Product Shipping Report (SW6022A, See Exhibit 5) is completed by Logistics Services. The Shipping Report will generate an invoice out of the AMIS data base.
- Once payment is received by Logistics Services, the payment is processed using an SW4490, Notification of Miscellaneous Transfer (when taxes are not collected) or an SW4472, Authorization or Cancellation of Sundry Expenses (when taxes are collected). Logistics Services uses SW4490s and SW4472s to issue account adjustments and/or transfers.
- 8.07 All miscellaneous material sales are processed through the 1220.193 Account (Equipment and Material Salvage Account). Credits to user organizations are issued based on accounts and authorities provided to Logistics Services on supporting documents associated with the material to be disposed.

9. BILLS OF SALE

- 9.01 The following information pertains to the bills of sale used by Logistics Services. Bills of Sale are used to document the terms and conditions when sales are made. There are two bills of sale currently used:
 - (a) Bill of Sale for Reusable Central Office Equipment (SW2008, See Exhibit 9); and
 - (b) Bill of Sale for Miscellaneous Material (SW2005, See Exhibit 10).

Note: There are two different bills of sale because COE sales are made with a warranty and miscellaneous material sales are made "AS IS-WHERE IS" with no warranties. Our Legal Department also recommends the use of two forms.

- 9.02 When the sales amount exceeds the amount specified within the Schedule of Authorizations, an SW1887, Record of Procurement of Goods or Services, is used to document the sale. Preparation of Form SW1887 is covered in Operating Practice No. 112.
- Bills of sale express and clarify Southwestern Bell Telephone Company's limitations of liability. They protect SWBT from liability regarding sales transactions and also serve as a formal agreement between SWBT and the buyer. The bill of sale is also a vehicle used for the conveyance or transfer of title to goods and property sold by SWBT. All bills of sale should be approved in accordance with the Schedule of Authorizations established for the disposition of retired company material. The specific titles and approval amounts for disposition and sale of material can be found in Section 7.4 of the Schedule of Authorizations.

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- 9.04 Each bill of sale document will include the following sections of information which require completion after a sale is made:
 - (a) Reference Information;
 - (b) Buyer's Name;
 - (c) Material and Purchase Price;
 - (d) Special Conditions;
 - (e) Terms of Payment;
 - (f) Disclaimer of Warranties;
 - (g) Signature Section; and
 - (h) General Conditions.
- 9.05 Following is a brief summary of the major sections of a bill of sale:
 - (a) REFERENCE INFORMATION Located at the top right hand portion of the bill of sale. This section is used to record references to other documents related to the transaction.
 - (b) BUYER'S NAME The sole proprietor, president, or the responsible party financially accountable for the transaction should be listed in the buyer's name section.
 - (c) MATERIAL AND PURCHASE PRICE This section requires the completion of information related to the material being sold. Items in this section include quantity, product code/description, unit price, and total price. This section also has a place for subtotal, tax, freight, and total price.
 - (d) SPECIAL CONDITIONS This section allows for entry of unique conditions or other pertinent remarks which apply to the material sold. For example, this section can be used to indicate a specific tax number when taxes do not apply to the purchase because the customer has a tax exempt status. A tax certificate must always be obtained from a customer who claims that he is tax exempt.

- (e) TERMS OF PAYMENT This section deals with those terms of payment or special billing arrangements for material sold. All purchases are cash on delivery (COD) unless Logistics Services authorizes special billing (i.e., invoicing, or other arrangements).
- (f) DISCLAIMER OF WARRANTIES This section covers the extent of warranty and/or liability for the material sold. This section is different for each bill of sale as follows:
 - (1) Bill of Sale (SW2005) Material is sold "AS IS-WHERE IS" with all faults, latent and patent. The seller (SWBT) makes no warranties.
 - (2) Bill of Sale (SW2008) Material is warranted by seller (SWBT) for a period of thirty days from the date material is placed in service, or one hundred and twenty (120) calendar days from the date of the sale, whichever is shorter.
- (g) SIGNATURE SECTION This portion of the bill of sale provides an area where both responsible parties (buyer and seller) can endorse the agreement and make the contract binding.
- (h) GENERAL CONDITIONS On the reverse side of each bill of sale, general conditions are listed which cover sales of SWBT material. These conditions basically address various facets of state and federal laws as well as warranty information related to the specific agreement or other conditions involving the buyer and seller. These conditions can be referenced in Exhibits 9 and 10 which cover the different Bills of Sale.

10. TAX APPLICATION FOR SALES BY SWBT

- 10.01 This section provides information about tax application related to sales generated by Logistics Services. In accordance with Operating Practice No. 65, General Tax Administration, which is based on general state and federal tax law, SWBT is required to collect and remit sales tax when sales of tangible property occur.
- 10.02 A Local Tax Schedule for each state which includes the applicable state and local sales tax rates is available in Operating Practice No. 65 under Section 5, Attachment 2.
- 10.03 It is the responsibility of Logistics Services to determine the proper taxing situs (location) and to quote to customers the tax rate applicable to sales made of miscellaneous or reusable material. It is also the responsibility of Logistics Services to obtain a copy of a customer's tax exemption certificate when a customer has declared a tax exempt status. As a matter of business, Logistics Services will bill the tax unless a customer has provided a tax exemption certificate. It is not however the responsibility of Logistics Services to determine the validity of any tax certificate if it appears in proper order. For audit purposes, tax certificates are forwarded to the disposition facility where the sale was made.

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- 10.04 When sales tax applies, the rates for each state are different and are subject to change based on when the tax laws change. The applicable sales tax rate applies to the total taxable sales amount. Following are the different tax categories that could apply for each state. The sum of the applicable tax categories makes up the total sales tax rate.
 - (a) State Tax
 - (b) County Tax
 - (c) City Tax
 - (d) Transportation or Metropolitan Transit Authority (MTA) Tax.
- 10.05 There are two situations when taxes do not apply on sales made by Logistics Services. These two cases are as follows:
 - (a) Shipment of the material sold to a point outside of the SWBT five-state area (and the customer did not make an on-site purchase of the merchandise at some location within SWBT territory); or
 - (b) The customer has provided SWBT a valid tax exemption certificate.
- 10.06 When orders for Logistics Services material are placed within SWBT territory and shipment of the material is to another state within SWBT territory, the "use" tax which applies is the use tax applicable at the state where the material is being shipped. Because SWBT does business in the five-state territory, it must collect and remit applicable state and local use tax for the material sold within those states.

Sales of in-place material may differ in tax 10.07 treatment as far as the local tax applies (based on the state and location in which the order was placed). For example, in Kansas, Missouri and Texas, when the order is placed from a location within the state other than an in-place location, the tax location is the SWBT office where the order was placed. On orders placed outside an SWBT office, the office of the SWBT salesperson involved in the sale will be the tax point within Kansas and Missouri. In Texas, the place (outside the SWBT office) where the sales representative took the order will be the tax location. For Oklahoma and Arkansas, the tax point is always the location of the in-place material which was sold.

Note: When an out-of-state order is placed for in-place material, the local tax point is always the same as the location of the material.

- 10.08 Following are some definitions relative to the application of sales tax and can be used as a reference in understanding the proper tax treatment.
 - (a) Sales Tax: A charge levied on the retail price of taxable material, and collected and remitted to the state by the seller.
 - Use Tax: A tax corresponding to a sales tax (b) and usually levied at the same amount as the state and local sales tax, except there are no local use taxes in Kansas and Missouri, Oklahoma has no county use tax, and Arkansas city and/or county sales tax does not apply when material is delivered outside a local taxing jurisdiction. It is a tax levied on the price of material which was purchased in one taxing jurisdiction, i.e., a state or county, but the material was shipped into another taxing jurisdiction (where the same retailer does business) for use, consumption, or storage. Texas is the only SWBT state in which local use tax may apply to an in-state purchase.

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- (c) Local Tax: A tax levied and imposed by a city, county, or regional transit district.
- (d) Exemption Certificate: A certificate provided to a retailer which exempts the buyer from paying tax on the sales price of material purchased. Three basic types of exemptions exist as follows:
 - (1) Resale Certificate Material purchased for the purpose of resale to another buyer.
 - (2) Manufacturing Certificate Material purchased for the purpose of using as ingredients or component parts of material in manufacturing products for sale.
 - (3) Exempt Organization A business exempted from tax owed because of its identity as a political entity, i.e., the U.S., city, or county government, or a charitable organization or church <u>qualified</u> as tax exempt within a given state. Operating Practice No. 65 lists the requirements for tax exemptions for each state.

11. ACCOUNTING AND ADMINISTRATION

11.01 This section provides general information about the accounting used by Logistics Services when sales of surplus material are made. Logistics Services uses the 1220.193 account for the disposition process.

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- 11.02 Account 1220.193 (Equipment and Material Salvage SPFC 5C5J), includes the estimated net salvage value of scrap material returned to MARC Centers or Logistics Services facilities for sale. It also contains the salvaged value of COE or other material which has been removed in usable condition and is held for sale to companies outside of Southwestern Bell Telephone Company. Net salvage is equal to gross salvage minus the costs of removal. Following are examples of material processed through the 1220.193 account:
 - (a) Scrap material processed through MARC Centers;
 - (b) Material sold through the Surplus Sales Outlet (i.e., nuts, bolts, wire, clamps, furniture, computers, etc.);
 - (c) Miscellaneous material such as: PBX equipment, construction material, office equipment, major tools and test sets, station apparatus or components (i.e. Customer Premises Equipment (CPE) including telephone sets, data sets, teletypewriters, and other communications related equipment);
 - (d) Reusable equipment such as Central Office Equipment (COE) and plug-in equipment; and
 - (e) Other equipment or material released to Logistics Services for disposal.

- 11.03 Logistics Services provides salvage credits to users for material received for disposal. A salvage credit is a credit to the user's "X" or other account and a debit to the 1220.193 account.
- Salvage credits are applied to the geographic location code, account code, authorization, and Responsibility Code (RC) provided on the Returned Material Notice (RMN) or other documentation associated with the material. When supporting documentation is not received with material provided to Logistics Services for disposal, credit is allocated as stated in 3.07 of this practice. Salvage credits are generated by the Account Management and Invoicing System.
- 11.05 When AMIS generates an invoice, Logistics Services issues a transaction to debit the 1190.219A Account (Accounts Receivable Debtors From Sale Of Scrap Material) and credit the 1220.193 account.
- 11.06 When payments for material sold are received,
 Logistics Services issues transactions, such as
 account transfers or adjustments via FA Form SW4472,
 Authorization or Cancellation of Sundry Expenses
 (Exhibit 11 if taxes apply). When taxes do not
 apply, Form SW4490, Notification of Miscellaneous
 Transfer or Adjustment (Exhibit 12) is used to
 process the transaction. These completed forms are
 forwarded by Logistics Services with the
 accompanying payments to the St. Louis Treasury
 Office for processing. These transactions will
 reflect a credit to the 1190.219A account.

- 11.07 Logistics Services expenses are prorated via Account 6512.3 (Logistics Services Supply Expense Account) which includes that portion of costs which have been incurred in conjunction with material return operations and attributable to material handled in the disposition process. Logistics Services expense loading is covered in Southwestern Bell Telephone Company Practice SW747-111-917, Logistics Services Accounting and Administration for Disposition of Company Material. This practice also covers asset verification or reconciliation for the 1220.193 account.
- 11.08 A credit rating system for customers of SWBT surplus and obsolete material is maintained within the Account Management and Invoicing System (AMIS). This system consists of information or credit histories which describe a customer's credit status. This credit status is composed of a credit limit and a credit rating for each customer in the data base. The Logistics Services Sales group uses reports out of AMIS as a guide for making decisions relating to credit when sales are made.

EXHIBIT 1 RETURNED MATERIAL NOTICE (SW6381)

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EXHIBIT 2 MATERIAL TRANSFER REPORT (FASW 5015)

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EXHIBIT 3 PRODUCT RECEIVING REPORT (SW1715)

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EXHIBIT 4 LOGISTICS SERVICES CREDIT MEMORANDUM (SW4113)

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EXHIBIT 5 PRODUCT SHIPPING REPORT (SW6022A)

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EXHIBIT 6 PRODUCT ADJUSTMENT/MODIFICATION REPORT (SW1716)

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EXHIBIT 7
RGDEM01 - SUMMARY OF UNASSIGNED EQUIPMENT BY ECC

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EXHIBIT 8 RECORD OF PROCUREMENT OF GOODS OR SERVICES (SW1887)

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Andrew Arrest Labor		.™-401 .
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EXHIBIT 9 SW2008 - BILL OF SALE (COE)

Southwestern Bell			
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	DEURABLE EQUIPMENTS		
Reference Period-4 Yea/s			
		P O Ref No	
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PROPRIETARY

EXHIBIT 9 (CONT'D.) (REVERSE SIDE OF SW2008)

GENERAL CONDITIONS FOR SALE OF REUSABLE EQUIPMENT

ENTRE AGREEMENT

This Agreement constitutes a binding contract when signed acompended or otherwise acceptance of a line reime and conditions of material constitution acceptance of a line reime and conditions of material constitution acceptance of a line reime and conditions supersede as prior or all or written understanding between the parties and conditions in the Agreement and of conditions are provided as prior or all or written understanding between the parties of conditions contained in any purchase order or other form or conditions to this are purchase order shall be for Suver's commence only and Setter expressivity relations to the Agreement shall be brinding to the purchase order shall be for Suver's additions to this Agreement shall be brinding upon additions to this Agreement shall be brinding upon Setter unless agreed by an authorized representative of Seter.

ASSIGNMENT

This Agreement is not assignable by Buver without the written consent of Sever. Any attempted assignment without such consent shall be rus and void and shall constitute a delaut of this Agreement.

This Advancement shall be governed by the domestic laws of the state

COMPLIANCE WITH LAWS

Burer and as persone furnished by Buver shas comony with me provision of the Fier Labor Standards act. the Occupations Safety and reads act. the Resource Conservation and Recovery act, and as ether applicable reports, state county and ocasieve or conservation and active or conservation and expectation of the conservation and procurement of requires estimate, control seemed, and recognitions in diver superiors and codes including identification and procurement of requires estimate against any environment. Buver number agrees not to destinations expend any environment because of race, conor, resigns, sex, nations engin or nariodate and stad, during the terms of the Agreement, Control with a applicable Executive and Federal requasitions as set forth in SWB388, attached herete and made a part of this Agreement. Buver agrees to indicate the sex attached herete and made a part of this Agreement. Buver agrees the patrictive Safet for any loss or cambe including reasonable Legal feet during residence of Buver e noncompanion.

CONFLICT OF INTEREST

Burer represents and warrants that no officer introduce, or signification as a see, or substitution has seen or we be encouved, retained, asid a see, or externates has received at we receive any personal componisation or consideration by or from Burer or any of Burer is officers, introduced or agents in connection with the obtaining, arranging, or inconsistion of title Agreement or other continuous or Agreements entered little are associated in connection nerveits.

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DESCRIPTION

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EXPORTS

Suyer will be responsible for complying with any and at laws and requisitions of the United States Department of Commerce.

PORCE MAJEURE

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IMPLEADER

Burer agrees not to Provide or pring priv octon against Seler or Seler's employees based on any claim by any person for personal typy or based that secure in the course or scope or employment of again series by Surer and that proce out or metanas or services furnation under the Agreement.

INFRINGEMENT OF PATENTS

securet or other prophetary immerse of any freed party. And it shall be 3-year is sole responsibility to make such determination as is necessary with respect to line socialisation of licensee or other indirect under datents or with respect to other nome or find diames. Select lines not be need to any sacht with respect to any claim hade by any three barry on account of light answer promiting use of such materials, solutions or reconsists information. Buyer agrees to necessary and save narmeess select more in any and as costs expenses, solutions and claims for infringement of any options or stream servicements or any tradements cooringts. Trade secrets or other prophetary interests in any foreign country or in the USA.

NSIGNIA

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M NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL.

CONSEQUENTIAL. SPECIAL OR INDIRECT DAMAGES WHETHER
ARISING OUT OF BREACH OF WARRANTY BREACH OF
CONTRACT NEGLIGENCE. STRICT TORT LIABILITY OR
OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR
DAMAGES IN EXCESS OF THE PURCHASE PRICE STATED IN THIS
AGREEMENT.

NON-WAIVER

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EXHIBIT 10 SW2005 - BILL OF SALE (MISCELLANEOUS MATERIAL)

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PROPRIETARY

EXHIBIT 10 (CONT'D.) (REVERSE SIDE OF SW2005)

GENERAL CONDITIONS FOR SALE OF USED OR SURPLUS MATERIAL

ACCEPTANCE

Buyer nereov expressiv acknowledges that Buyer has heretotore made a his and complete inspection of for his had a reasonable opportunity to inspect) the material and expressiv agrees to accept the materials in as present compition.

ASSIGNMENT

This Agreement is not assignable by Buyer without the written consent of Seler. Any attempted assignment without such consent shall be nut and you and shas constitute a default of this Agreement.

The Agreement shae be governed by the laws of the state of

COMPLIANCE WITH LAWS

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ENTIRE AGREEMENT

This Agreement continuities a binding contract when eighed, activishedges or emerwise accorded by Suver. Suver's acceptance of mirenal sensitivities acceptance of all the terms and conditions contained in this Agreement, and such terms and conditions superseds as since erail or winter in such terms and conditions superseds as since erail or winter understandings between the Berties and consisted the erive agreement between the serties. No terms or conditions contained in any ourclasse erder or other form originates or Suver's outside any ourclasse erder or other form originates or Suver's convenience only and Settle expressive resides any enteries or duver success only a winting agreed by both parties are in originate or sold parties and the bridge upon Settle unions signed by a authorized representative of Settle.

EXPORTS

Buyer we be respension for complying with any and all lews and requession of the united States Department of Commerce.

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NERINGEMENT OF PATENTS

The purchase of the material under this adresment does not convey by procession or otherwise any scenises under any bateric domestic profession. Sales makes no reoriesmation or warranty intail the use of any material, educinient or recreated information or surranty into the use of any material, educinient or recreated information or representation as a season or other proposed or other proposed or allow the destination as a season of the sole second of the sole second or other necessary with respect to the scoulantion of necesse or other nems under pateries or with respect to other nems of increase or other nems under pateries or with respect to other nems of necesses with the destination of necesses or other nems under pateries or with respect to other nems of the of such material education or recommend information. Buter agrees remains many many as costs as pateries, legal tiese, sapirities, and custing for information of any pateries or small instruments or any information of the pateries or small instruments or any information of the pateries or other proprietary interest in any foreign country or in the USA.

PLANT AND WORK RULES

Buyer's employees and agents, shall whee on the Seler's promises comply with as plunt rules and requisions including, where requires by Goyerment Requisitions support satisfactory cleanable from the U.S. Degartment of Defence and other redding such other

TAXES

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TITLE AND RISK OF LOSS

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USE OF INFORMATION

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PROPRIETARY

EXHIBIT 11
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EXHIBIT 12 NOTIFICATION OF MISCELLANEOUS TRANSFER OR ADJUSTMENT (SW4490)

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PROPRIETARY

ATTACHMENT A (LOGISTICS SERVICES CONTACT INFORMATION)

District Manager-Logistics Services - 314 235-2310

Area Manager-Disposition Operations - 214 243-2173

Manager-Store Operations - 214 241-3136

Manager-Specialized Sales - 214 243-2103

Manager-Reuse Sales - 314 235-2309

DISPOSITION SERVICES CONTROL CENTER (DSCC)

Manager-Cable Sales - 314 235-2415

TRANSPORTATION CONTROL CENTER - 314 235-4578

PROPRIETARY

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