



Barilla America, Inc Coupon Redemption Policy as of June 2006

To our valued customer:

This Coupon Redemption Policy (“Agreement”) establishes all terms and conditions applicable to the redemption, handling and processing of Barilla America, Inc (Barilla) coupons including coupons for all Barilla and Wasa products. Redemption of coupons on Barilla products constitutes the retailer’s binding agreement to comply with this Agreement. Neither any course of dealings nor any purchase order, invoice, policy or other document shall be construed to modify any of the terms of this Agreement, except for an agreement distributed by Barilla as an update to this Agreement or another agreement signed by Barilla that expressly states that it supersedes this Agreement. Agreement terms are as follows:

Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the specific product(s) indicated, including, but not limited to the brand, quantity and size with the face value of the coupon deducted from your retail price. Only one coupon shall be honored for each item purchased.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Barilla does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. Therefore, coupons are not to be used in swap boxes, taped to product or place on hooks near Barilla products, gathered and distributed by any person or group or charitable fundraising purpose, or otherwise used in any way except as described in redemption (1) above.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer is required to pay any applicable sales tax.
6. Coupons are only redeemable at retail locations located in the United States and at U.S. Military bases.
7. Only coupons received by Barilla within six (6) months of the expiration date on the face of the coupon will be honored.

Processing Coupons for Payment

1. Barilla will only accept properly redeemed and identified coupons directly from the (a) retailer, (b) authorized retailer clearinghouse, (c) retailer-billing agent or (d) wholesaler billing agent.
2. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.

3. To redeem coupons for Barilla products, send properly redeemed coupons to:

Barilla America, Inc.	OR	NCH/Barilla
PO Box 880078		26-A Walter Jones
El Paso, TX 88587-0078		El Paso, TX 79906

Policy for Payment and Denials

1. You will be reimbursed for the following three items:
 - a. Face value of coupons or if the coupon calls for free merchandise, for your retail-selling price (up to the stated maximum value printed on the coupon).
 - b. 8¢ for handling each coupon properly redeemed. This covers any special handling, invoice preparation or other fees.
 - c. Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to us or to our authorized agent. We will not pay for any administrative or consolidation fees and, except as described in (ii) below, we will not pay any other up-charges that you or your agent (if you use one) may assess on or in lieu of such pass-through/out-of-pocket expenses. The transportation costs will be reimbursed as follows:
 - i. For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, you will be reimbursed for incurred reasonable postage (i.e. first class mail insured) or other shipping charges, as indicated on the package received.
 - ii. For those retailers that are using a clearing house or billing agent, we will reimburse postage at a rate not to exceed five dollars per thousand coupons redeemed (\$5.00/M).
 - iii. You will not be reimbursed for unreasonable postage/transportation costs or any additional fees.
2. Coupon reimbursements may not be deducted from payments of Barilla invoices. Any deductions resulting from penalty fee assessments or administration fees will be considered unauthorized and must be repaid. A Barilla representative will contact the customer to remind the customer that the charges are considered unauthorized and a failure to comply with the Terms of Trade guidelines could result in one or more of the following actions:
 - a. Suspension of promotional fund
 - b. Suspension of customer service
 - c. Change to customer's credit rating
3. Barilla reserves the right to request evidence of proof-of-purchase to show that sufficient stock was purchased to justify the number of coupons submitted and reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.

4. Any lawsuit by Customer involving coupon processing or payment disputes shall be brought within 18 months of the original date of coupon payment or such claims shall be deemed extinguished. Customer consents to the exclusive jurisdiction for any such lawsuit in a state or federal court in the state of Illinois, governed by the laws of Illinois. Each party shall be responsible for its own legal fees and costs.
5. If false or misleading verification information is provided to Barilla, or a certified clearinghouse, redemption privileges with Barilla may be permanently terminated.
6. Each shipment of coupons will be considered as a whole and Barilla reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.

Other Information

1. The cash redemption value of each coupon is 1/100 of one cent.
2. Advertising and promotions developed and/or disseminated by third parties and containing coupons for Barilla products must be approved by Barilla or will be treated as void.
3. It is FRAUD to present coupons for redemption other than as provided by this Agreement
4. Failure to observe and enforce any term and condition for proper redemption may at the sole option of Barilla void all coupons submitted for reimbursement and all coupons may be retained as property of Barilla without payment. The exercise or waiver, in whole or in part, or any right, remedy or duty provided for in this agreement will not constitute the waiver of any prior concurrent or subsequent right, remedy or duty under this agreement.
5. Failure to enforce any term or condition of this Agreement shall not be deemed as a waiver of such term or condition or any other term or condition by Barilla.
6. Barilla reserves the right, in its sole discretion and without prior notice to any party, to modify, supplement, revise or eliminate any of the terms and conditions of this Agreement.

Barilla America, Inc.

If you have any questions or need further clarification on this Agreement, please contact our agent, NCH Marketing Services at 1-800-833-7096.