

**BORGES USA
COUPON REDEMPTION POLICY – 8 Cents
TERMS AND CONDITIONS**

Borges USA- Star Fine Food's (hereinafter Borges USA) desires to process coupon reimbursements in the most efficient and cost-effective way possible, thereby enabling Borges USA to continue to offer this popular benefit to consumers. To that end, Borges USA has established these terms and conditions for coupon redemption by which Borges USA will reimburse retailers or wholesalers (hereinafter "Customer") for coupon submissions. If the Customer fully complies with these terms and conditions by following the steps below, then Borges USA will fully reimburse the Customers' submissions. **Submission of coupons by the Customer or its agent to Borges USA or our agent signifies acceptance of these terms and conditions.** If you have any questions about these terms and conditions, please contact Patti Andrade at Borges USA, by telephoning 1-559-498-2927.

A. Conditions of Authentic Redemption

1. Coupons are redeemable only by a consumer purchasing the Borges USA product(s) indicated and, if specified, purchasing the quantity and/or product size specified. Only one coupon may be redeemed for each purchase of the specified product (s).
2. Upon request, the Customer must present to Borges USA store level scanning and redemption data, itemized invoices as well as product movement reports which show purchases of stock and coupon redemptions sufficient to cover coupons submitted for payment. Product purchase records may be requested to corroborate the number of coupons submitted, and if the amount of coupons submitted for payment exceeds typical redemption rates, Borges USA may request additional supporting data to verify actual customer transactions for the period involved. If the Customer refuses to provide the requested data described in this Paragraph, Borges USA in its sole discretion may refuse reimbursement of the coupon submissions in question.
3. Coupons may not be reproduced, photocopied, trimmed or altered in any way. Borges may refuse reimbursement for any coupons which exhibit signs of misredemption, including, but not limited to: gang cut, similar cuts and tears, evidence of tape, mint condition, or sequential number patterns. We will notify and work with the Customer to identify and eliminate any problems. Customers who demonstrate a pattern of non-response to Borges USA's notification, and who do not demonstrate willingness to eliminate problem areas may lose the right to participate in certain Borges USA's retail programs, including being suspended from receiving reimbursement for Borges USA coupons.
4. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Borges USA 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 placed on hooks near Borges USA products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Condition 1 above.
5. Coupons are void if taxed, restricted, or prohibited by law.
6. The consumer must pay any applicable sales tax on the product being purchased.
7. Coupons will be redeemed only at Customer locations within the United States or U.S. Military bases.

B. Coupon Submission Requirements

Borges USA will accept properly redeemed and identified coupons by one of three methods: (1) directly from the Customer; (2) through a Customer clearinghouse; (3) through a Customer billing agent. Coupons from any other intermediary agents are unauthorized and will not be accepted.

The Customer and its agents must comply with all applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number.

Send properly redeemed for Borges, Star Fine Foods or Cara Mia Products coupons to:

Star Fine Foods
P. O. Box 880348
El Paso, TX 88588-0348

C. Terms of Payment for Coupons

Reimbursement will include the following two items:

1. Borges USA will reimburse coupon submissions for the face value of coupons (or, if a “free” coupon, the retail selling price up to the stated maximum noted on the coupon) plus a set Handling Fee of **8 cents per coupon**. An early 1990’s independently conducted industry study, identified that the 8 cents covered the following costs:
 - Front-End Handling by the retailer
 - Store to Headquarter Accounting
 - Store Occupancy
 - Sundry Loss
 - Cost of Funds
 - Coupon Processing
2. Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to us or to our authorized agent. **Borges USA will not pay any administrative or consolidation fees and, except as described in (ii) below, we will not pay any other upcharges that you or your agents (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 clearinghouse or billing agent, we will reimburse you at a rate equal to \$5 per thousand of coupons redeemed (\$5/M).
3. The Customer agrees not to take unauthorized deductions from Borges USA’s product invoices for any amounts related directly or indirectly to coupon redemption. If such unauthorized deductions are made, Borges USA reserves the option to take action, including but not limited to, suspending shipments/credit to the Customer and / or reduction in the Customer’s promotional funding to offset any and all unauthorized coupon related deduction balances.

D. Other Conditions

1. Borges USA reserves the right to audit the coupon sorting and billing service of any agent involved in the handling process to pay Customers direct for coupons submissions processed through an agent.
2. Any lawsuit involving coupon payment disputes shall be brought within 12 months after the original date of notification or such claims shall be extinguished. Customer consents to the exclusive jurisdiction for any such lawsuit in a state or federal court in California, governed by the laws of California. Each party shall be responsible for its own legal fees and costs.
3. If false or misleading verification information is provided on a questionnaire to Borges USA, or a certified clearinghouse, redemption privileges with Borges USA may be terminated.
4. Each shipment of coupons will be considered as a whole and Borges USA reserves the right to refuse payment for an entire shipment if any portion of the shipment is determined to be improperly redeemed.
5. The Customer's failure to comply with these terms and conditions for proper redemption may, at the option of Borges USA, void all coupons submitted for reimbursement and all coupons may be retained as property of Borges USA without payment. Borges USA reserves the right to forward coupons, which Borges USA judges to be misredeemed, to law enforcement agencies for their review and investigative purposes. These remedies are in addition to any and all other remedies available to Borges USA, which are not limited to those appearing in this policy. Failure to enforce any terms or conditions hereof shall not be deemed a waiver of them.
6. The cash redemption value of each coupon is 1/100 of one cent.
7. This Policy is **effective April 1, 2009**. Borges USA reserves the right to modify or withdraw the terms of this policy at any time, upon written notice.