



C.B. Fleet Company, Inc
Coupon Redemption Policy Statement

YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS REDEMPTION POLICY (The Agreement), NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN US, NO PURCHASE ORDER, INVOICE, RETAILER-POLICY, OR SIMILAR DOCUMENT SHALL BE CONSTRUCTED TO MODIFY ANY OF THE TERMS OF THIS AGREEMENT.

It is the intent of C.B. Fleet Company, Inc, to process paper and paperless coupon reimbursements in the most efficient and cost effective way possible, to ensure that we can continue to provide consumers the promotional incentive that coupons offer.

Redemption at the Store

- 1) Coupons are redeemable only by a consumer purchasing the specific product(s) indicated on the coupon (i.e. the specific brand, size and quantity indicated), and only in accordance with the terms set forth on the face of the coupon and in this redemption policy. The face value of the coupon should be deducted from the retail selling price. Only one coupon shall be honored for each item purchased.
- 2) Retailers are to use reasonable care in accepting coupons. Retailers shall not accept coupons that have been reproduced, photocopied, mutilated, trimmed or altered in any way.
- 3) Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group prior to store redemption. Coupons are not to be used in swap boxes, taped to product or gathered and distributed by any other person or group from charitable fund raising purposes, or otherwise used in any way except as described in Section 1 above.
- 4) Coupons are void if taxed, restricted or prohibited by law.
- 5) The consumer must pay any applicable sales tax.
- 6) Coupons are redeemable only by dealers/retailers located in the U.S., its territories, and on U.S. military bases.

Processing Coupons for Payment

- 7) Properly redeemed and identified coupons will be accepted only from C.B. Fleet Company, Inc, authorized intermediaries or Clearing houses. Coupons will not be honored if presented through unauthorized persons or companies. Coupons will be considered void when presented by an agency or broker not authorized by C.B. Fleet Company, Inc.



- 8) All parties submitting coupons for redemption must comply with all acceptable laws and regulations, including IRS reporting requirements, and must have an IRS taxpayer identification number.
- 9) C.B. Fleet Company, Inc, will only accept properly redeemed and identified coupons: (a) directly from the retailer, or through (b) retailer clearinghouse, (c) retailer-billing agent, or (d) wholesaler-billing agent.
- 10) To redeem coupons for C.B. Fleet Company, Inc, send properly redeemed coupons to:

C.B. Fleet Company, Inc
P.O. Box 880045
El Paso, TX 88588-0045

OR

NCH / C.B. Fleet Company, Inc.
26-A Walter Jones
El Paso, TX 77906

Policy for Payment and Denials

- 11) You will be reimbursed for the following three (3) items:
 - a. Face value of coupons or, if the coupon calls for free merchandise, for the retail selling price (not exceeding the stated cap amount), plus
 - b. 8¢ for handling each coupon properly redeemed;* plus
 - 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 upcharges 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 clearinghouse or billing agent, we will reimburse you at a rate equal to \$30 per thousand of coupons redeemed (\$30/M).
- 12) The Customer agrees not to take unauthorized deductions from C.B. Fleet Company, Inc product invoices for any amount relating or indirectly to coupon redemption. If such unauthorized deductions are made, C.B. Fleet Company, Inc 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 and all unauthorized coupon related deduction balances.
- 13) C.B. Fleet Company, Inc 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.

- 14) Any lawsuit involving coupon processing or payment disputes shall be brought within 6 months of the original date of the coupon payment or such claims shall be deemed extinguished. Any such lawsuit shall be construed according to the laws of the Commonwealth of Virginia, without respect to conflicts of laws principles and shall rest under the exclusive jurisdiction of the state or federal courts located closest to Lynchburg, Virginia. Each party shall be responsible for its own attorneys' fees and cost.
- 15) If false or misleading verification information is provided on a questionnaire to C.B. Fleet Company, Inc or certified clearinghouse, redemption privileges with C.B. Fleet Company, Inc may be permanently terminated.
- 16) Each shipment of coupons will be considered as a whole and C.B. Fleet Company, Inc reserves the right to refuse payment for an entire shipment if any portion is found to be improperly redeemed.
- 17) It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
- 18) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF C.B. Fleet Company, Inc VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF C.B. Fleet Company, Inc, WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER FOR THEM.
- 19) C.B. Fleet Company, Inc may revise this Coupon Redemption Policy at any time, in it sole discretion.

Effective Date: 08-01-2011

*The 8¢ Customer handling Fee reimbursement covers the following costs:

- Front-end handling by the retailer
- Store to headquarters accounting
- Store occupancy
- Sundry loss
- Cost of funds
- Coupon processing
- Any other special handling, invoice preparation or other fees