



FRESH GOURMET COMPANY, LLC.

6190 EAST SLAUSON AVE.

LOS ANGELES, CA 90040-3010

- 9) All parties submitting coupons for redemption must comply with all applicable laws and regulations, including IRS reporting requirements, and must have an IRS taxpayer identification number.

Policy for Payment and Denials

- 10) The Customer will be reimbursed the face value of coupons or, if the coupon calls for free merchandise, for the retail selling price (up to the stated cap amount), plus a \$0.16 per coupon Customer Handling Fee for each coupon properly redeemed.
 - A. The \$0.16 per coupon Customer Handling Fee was established by Fresh Gourmet to fully compensate the Customer and its agent for all customary and reasonable expenses incurred in processing coupons from point of sale to redemption at Fresh Gourmet's designated site. The \$0.16 Customer Handling Fee is comprised of a \$0.08 per coupon handling fee plus a supplemental handling fee of \$0.08 (billed as shipping/postage) per coupon. **Fresh Gourmet will not pay any additional fees or costs related to handling, postage, shipping or transportation.**
 - B. The Customer Handling Fee takes into account the total cost of coupon handling by the Customer and its agent, including (but not limited to) front-end handling by the retailer, store to headquarters accounting, store occupancy, sundry loss, cost of funds, coupon processing and any other special handling, invoice preparation or other fees, as well as postage, shipping, and transportation. Other expenses, such as clearinghouse charges and handling fees, are costs negotiated between the Customer and its clearinghouse or agent, and are not the responsibility of (and will not be paid by) Fresh Gourmet.
- 11) The Customer agrees not to take any deductions from Fresh Gourmet product invoices for any amount relating directly or indirectly to coupon redemption. If such unauthorized deductions are made, Fresh Gourmet reserves the option to take action, including but not limited to, suspending shipments/credit to the Customer and/or a reduction in the Customer's promotional funding to offset any and all unauthorized coupon related deductions.
- 12) Fresh Gourmet 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.
- 13) Any lawsuit 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. Any such lawsuit shall be filed and conducted in a state or federal court located in New York. Each party shall be responsible for its own attorneys' fees and costs.
- 14) If false or misleading verification information is provided on a questionnaire to Fresh Gourmet or certified clearinghouse, redemption privileges with Fresh Gourmet may be permanently terminated.



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- 15) Each shipment of coupons will be considered as a whole and Fresh Gourmet reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
- 16) It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
- 17) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF FRESH GOURMET, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF FRESH GOURMET, WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER OF THEM.
- 18) Fresh Gourmet may revise this Coupon Redemption Policy Statement at any time, at its sole discretion.

Effective Date: 4/1/2009