



**SALOV North America Corporation Coupon Redemption Policy
Effective: August 1, 2009**

The terms and conditions in this document constitute SALOV North America Corp. ("SNA") Coupon Redemption Policy (the "Policy"), producer of Filippo Berio Olive Oil as well as other products bearing the Filippo Berio name ("the Branded Products"), and constitute SNA's terms and conditions for reimbursing retailers for the redemption of its coupons. Your redemption of coupons and submission of them directly, or indirectly through agents, to SNA shall evidence your binding agreement to comply with the Policy and evidences your warranty of compliance with the Policy in your redemption of our coupons. This Policy constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, course of dealings and arrangements between the parties with respect to coupons for the Branded Products. No additional or different terms or conditions in any retailer policy, purchase orders, invoice, quotations, licenses or other communications, issued by you, your agent(s) or other third parties, shall be construed to modify any of the terms of this Policy, whether or not such terms or conditions materially alter this Policy, and such additional or different terms shall (a) be of no force or effect, (b) be deemed objected to by SNA without need for further notice of objection and (c) not, in any circumstance, be binding on SNA unless expressly accepted by SNA in writing. No course of dealings between SNA or its agents shall in any way terminate, amend, modify or supplement this Policy.

It is the intent of SNA to process 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 Branded Product for specific product indicated on the coupon (i.e. the specific brand, size and quantity indicated), prior to the expiration date, with face value of the coupon deducted from your retail-selling price. Only one coupon will be honored for each item purchased. SNA shall not be responsible for any additional coupon promotion costs, including but not limited to costs associated with "coupon doubling" promotions.
2. You agree to take reasonable care in honoring coupon and to ensure that coupons are not reproduced or altered in any way or in uncirculated or mass –cut condition. You agree to submit coupons you have accepted from actual consumers and agree not to cut or submit coupons on your own behalf or on behalf of other retailers. Coupons that you redeem may not be reproduced, photocopied, trimmed, mutilated or altered in any way by you (retailer), your employees or your agents.

3. Coupons will be redeemed only at retail locations in the USA, its territories and at U.S. Military bases.
4. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. SNA does not permit the unauthorized distribution, collection, sale, barter, exchange or assignment of its coupons for any reason. Therefore, coupons are not to be placed in swap boxes, taped to Branded Products, or placed on hooks near SNA products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in a way except as described in section 1 above.
5. Coupons are void if taxed, restricted or prohibited by law.
6. The consumer must pay any applicable sales tax.
7. Coupon reimbursements and/or coupon adjustments **MAY NOT BE DEDUCTED FROM PRODUCT INVOICES OR PURCHASE ORDERS**. Invoice deductions and/or deduction fees **VIOLATE** this Policy. Without limiting the foregoing, honoring or submitting coupons does not give you any right to offset with respect to any SNA product invoices.

Processing Coupons for Payment

8. Coupon reimbursement against properly redeemed coupons will only be made by SNA or clearinghouses recognized by SNA as agents of retailers of SNA products for the redemption of SNA coupons. Only coupons received by SNA or clearinghouses recognized by SNA or clearinghouses recognized by SNA within six months of coupon expiration date will be honored.
9. Properly identified and redeemed coupons must be submitted:
 - a. Directly by you (retailer) , or
 - b. Through SNA authorized clearinghouses or billing agents recognized by SNA as agents of retailer of SNA products. Coupons from unauthorized intermediary agents will not be accepted. Disclosure of redemption data to a third party by retailer, clearinghouse, billing agent or other intermediary agency is strictly prohibited.
10. You agree that you will comply with all applicable laws and regulations in accepting and submitting coupons, including IRS reporting requirements, such as obtaining an appropriate taxpayer identification number.

To redeem coupons for SNA, send properly redeemed coupons to:

SALOV North America/Filippo Berio
P.O. Box 880225
El Paso, TX 88588-0225

OR

SALOV North America/Filippo Berio
26-A Walter Jones
El Paso, TX 77906

Policy for Payment and Denials

11. You will be reimbursed for the following amounts:
12. Face value of coupons or, if the coupon calls for free merchandise, for the retail selling price (up to the stated cap amount), plus
13. \$.17 per coupon “Customer Handling Fee” for each coupon properly redeemed*
 - a. SNA has developed a set cost per coupon above face value of \$.17 per coupon referred to by SNA’s as “Customer Handling Fee” to fully compensate the Customer and their agents for all associated costs, including all handling and transportation expenses of any kind. **SNA will not pay any additional fees or cost related to postage, shipping or transportation fees.** Due to system limitations and for ease of reconciliation of the \$.17 per coupon Customer Handling Fee will be computed in the following manner when a retailer or their clearinghouse submits an invoice for payment and settlement \$.08 per coupon handling fee plus a supplemental handling fee of \$.09 (billed as shipping/postage) per coupon to arrive at the \$.17 per coupon Customer Handling Fee. SNA will not pay any additional deduction fees or costs related to postage, shipping, transportation, and/or miscellaneous fees.
14. The Customer Handling Fee mentioned above constitutes full and complete compensation to the Customer and its agent for the customary and reasonable expenses incurred in processing the coupon from point of sale to redemption at SNA designated site. The Customer Handling Fee takes into account the total cost of coupon handling by the Customer and its agent, including postage, shipping, and transportation, when reasonable and efficient coupon processing methods are utilized by Customer and agent. Other expenses, such as clearinghouse charges and handling fees, are costs negotiated between Customer and its clearinghouse or agent, and are not the responsibility of SNA and therefore the fees involved will not be passed to SNA.
15. The Customer agrees not to take unauthorized deductions from SNA product invoices for any amounts relating directly or indirectly to coupon redemption. If such authorized deductions are made, SNA 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 deduction balances.
16. SNA’s or SNA’s agent’s actual count of coupons received shall be final and shall govern their repayment.
17. SNA 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.
18. You agree that you shall bring any lawsuit involving coupon processing or payment disputes within 18 months of 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 Jersey and shall be governed by the substantive laws of the State of New Jersey. Each party shall be responsible for its own attorneys’ fees and costs.
19. If false or misleading verification information is provided on a questionnaire to SNA or certified clearinghouse, redemption privileges with SNA may be permanently terminated.

20. The cash redemption value of each coupon is 1/100 of one cent.
21. Each shipment of coupons will be considered as a whole and SNA reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
22. You acknowledge that it **FRAUD** to present coupons for redemption other than as provided by this Policy. You, for yourself and your agent(s), hereby authorize us to do all things necessary to ensure compliance with this Policy and agree to cooperate with any investigation of improper redemption or fraudulent activity whether such investigation is conducted directly by SNA, or by postal authorities or federal or state investigators. You, for yourself and your agents, further agree to assist in referring pertinent information to the fraudulent or unlawful redemption of coupons to federal or state enforcement agencies. Without limiting the foregoing, SNA reserves the right to forward coupons to and related records which SNA judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.
23. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION OF ANY PART OF COUPONS SUBMITTED FOR REDEMPTION MAY, AT THE SOLE OPTION OF SNA, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF SNA, WITHOUT PAYMENT. THE EXERCISE, FAILURE TO EXERCISE OR WAIVER IN WHOLE OR IN PART OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS POLICY WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS POLICY
24. YOU AGREE TO MAKE SURE ALL PERSONNEL WITHIN YOUR ORGANIZATION AND ALL OF YOUR AGENTS COMPLY WITH THIS POLICY.
25. SNA RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO ANY PARTY, TO MODIFY, SUPPLEMENT, REVISE OR ELIMNATE ANY OF THE TERMS AND CONDITIONS OF THIS POLICY