



2185 N California Blvd, Ste 215, Walnut Creek, CA 94596 • p: 925.330.9987 • moderntable.com

MODERN TABLE, INC. COUPON REDEMPTION POLICY STATEMENT

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

It is the intent of Modern Table, Inc., 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 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 for charitable fund raising purposes, or other 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 Modern Table, 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 Modern Table, Inc.
- 8) 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.
- 9) Modern Table, Inc. will only accept properly redeemed and identified coupons:
 - (a) directly from the retailer, or through authorized (b) retailer clearinghouse, (c) retailer-billing agent, or (c) wholesaler-billing agent.
- 10) To redeem coupons for Modern Table, Inc., send properly redeemed coupons to:

Basic American
P.O. Box 880278
El Paso, TX 88588-0278

Policy for Payment and Denials

- 11) You will be reimbursed for the following amounts:
 - A. Face value of coupons or, if the coupon calls for free merchandise, for the retail selling price (up to the stated cap amount), plus
 - B. \$0.08 per coupon "Customer Handling Fee" for each coupon properly redeemed to compensate the Customer and their agents for all associated costs, including all handling and transportation expenses of any kind. **Modern Table, Inc. will not pay any additional fees or cost related to postage, shipping or transportation fees.** Modern Table, Inc. will not pay any additional deduction fees or costs related to postage, shipping, transportation, and/or miscellaneous fees.
 - C. 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 Modern Table, Inc. 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 Modern Table, Inc. and therefore the fees involved will not be passed to Modern Table, Inc.

- 12) The Customer agrees not to take unauthorized deductions from Modern Table, Inc. product invoices for any amounts relating directly or indirectly to coupon redemption. If such authorized deductions are made, Modern Table, Inc. 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.
- 13) Modern Table, 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 12 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 of federal court located in San Francisco, California. Each party shall be responsible for its own attorneys' fees and costs.
- 15) If false or misleading verification information is provided on a questionnaire to Modern Table, Inc. or certified clearinghouse, redemption privileges with Modern Table, Inc. may be permanently terminated.
- 16) Each shipment of coupons will be considered as a whole and Modern Table, Inc. reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
- 17) It is FRAUD to present coupons for redemption other than as provided by this Coupon Redemption Policy.
- 18) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF MODERN TABLE, INC. VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF MODERN TABLE, INC., WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER FOR THEM.

19) Modern Table, Inc. may revise this Coupon Redemption Policy Statement at any time, in its sole discretion.

Effective Date: 2/17/15