



R.L. ZEIGLER CO., INC.
COUPON REDEMPTION POLICY
Effective May 17, 2007

REDEMPTION OF R.L. ZEIGLER CO., INC. (“ZEIGLER”) COUPONS INDICATES ACCEPTANCE AND COMPLIANCE WITH THIS REDEMPTION POLICY (THE “AGREEMENT”) ON THE PART OF THE RETAILER. 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.

Redemption at the Store:

1. Coupons are redeemable only by a consumer purchasing the specific brands and product(s) stated on the coupon, with the face value of the coupon deducted from your retail price.
2. Only one coupon shall be honored for each item purchased.
3. Coupons must be redeemed by the consumer on or before their expiration dates.
4. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer.
5. Zeigler will not reimburse retailers for additional discounts given by the retailers beyond the face value of the coupon (i.e., doubling of manufacturer coupons).
6. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Zeigler 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 Zeigler products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Section 1 above.
7. Coupons are void if taxed, restricted, or prohibited by law.
8. The consumer is required to pay any applicable sales tax.
9. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.
10. Zeigler will not honor coupons submitted more than 6 months after their expiration date.

Processing Coupons for Payment:

1. Zeigler 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.
2. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
3. To redeem coupons for Zeigler products, send properly redeemed coupons to:

R.L. Zeigler Co., Inc.
P.O. Box 880073
El Paso, TX 88588-0073

Policy for Payment and Denials:

1. Reimbursement for all properly redeemed coupons presented in a timely manner will be made for the following three items:
 - (A) Face value of coupons or if the coupon calls for free merchandise, for the retailers' retail-selling price (up to the stated maximum value printed on the coupon).
 - (B) Eight cents (8¢) for handling each coupon properly redeemed to cover the following costs:
 - Front-End Handling by the retailer
 - Store to Headquarters Accounting
 - Store Occupancy
 - Sundry Loss
 - Cost of Funds
 - Coupon Processing (including, but not limited to, any special handling, invoice preparation, or other fees)
 - (C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Zeigler or to Zeigler's 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 a retailer or retailer agent may assess 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 use a clearinghouse or billing agent, Zeigler will reimburse at a rate equal to five dollars per thousand of coupons redeemed (\$5.00/1,000).
2. Retailers will **NOT** be reimbursed for unreasonable postage or any additional fees of any type.

3. Coupon reimbursements and coupon adjustments **CANNOT** be deducted from product invoices or purchase orders under any circumstance. Invoice deductions and deduction fees are **NOT** in compliance with Zeigler's redemption policy.
4. Zeigler 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.
5. 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 Alabama. Each party shall be responsible for its own attorney's fees and costs.
6. Zeigler reserves the right to forward coupons, which Zeigler judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

Miscellaneous Terms:

1. The cash redemption value of each coupon is 1/20 of one cent.
2. It is fraud to present coupons for redemption other than as provided by this Agreement.
3. FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF ZEIGLER VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF ZEIGLER, WITHOUT PAYMENT.
4. Failure to enforce any terms or conditions of this Agreement shall not be deemed a waiver of such terms or conditions.

R.L. ZEIGLER CO., INC.