



SALOV North America Corp.  
255 Route 17 South  
Hackensack, NJ 07601  
201.525.2900 (Phone)  
201.525.0805 (Fax)

### **SALOV North America Corporation Coupon Redemption Policy Effective: August 4, 2003**

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.

1. Coupons are redeemable only by a consumer purchasing the Branded Products for the specific products indicated on the coupon (i.e., the specific item, brand, size and quantity indicated), prior to the expiration date, with the 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 coupons 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 any way except as described in section 1 above.
5. Coupons are void if taxed, restricted, or prohibited by law.
6. The consumer is required to 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 of offset with respect to any of SNA product invoices.**

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 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 retailers 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.
11. You will be reimbursed for the following:
  - a. Face value of coupons or if the coupon calls for free merchandise, your retail-selling price (up to the stated maximum value printed on the coupon); 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. 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 actual, 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 clearinghouses or billing agents, we will reimburse you for handling costs at a rate equal to \$5.00 per thousand of coupons redeemed.

We will not pay for any administrative or consolidation fees and, except as described in (ii) above, 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. Without limiting the foregoing, you will not be reimbursed for any of the following additional fees:

- (A) unreasonable postage or transportation costs or such costs that are not out-of-pocket expenses.
  - (B) any upcharge, add-on or other miscellaneous service fee including, but not limited to, the following:
    - (I) shipping consolidation fee.
    - (II) invoice creation fees.
    - (III) minimum invoice fees.
    - (IV) fuel surcharge fees.
12. SNA's or SNA's agent's actual count of coupons received shall be final and shall govern their repayment.

13. 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 agent involved in the handling process.
14. You agree that you shall bring any lawsuit involving coupon processing or payment disputes 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 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.
15. If false or misleading verification information is provided on a questionnaire to SNA, or to a certified clearinghouse, redemption privileges with SNA may be permanently terminated.
16. The cash redemption value of each coupon is 1/100 of one cent.
17. You acknowledge that it is **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 law enforcement agencies. Without limiting the foregoing, SNA reserves the right to forward coupons and related records which SNA judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.
18. **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.**
19. **YOU AGREE TO MAKE SURE ALL PERSONNEL WITHIN YOUR ORGANIZATION AND ALL OF YOUR AGENTS COMPLY WITH THIS POLICY.**
20. **SNA RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO ANY PARTY, TO MODIFY, SUPPLEMENT, REVISE OR ELIMINATE ANY OF THE TERMS AND CONDITIONS OF THIS POLICY.**
21. To redeem coupons for the Branded Products, send properly redeemed coupons to:

Filippo Berio  
P.O. Box 880225  
El Paso, TX 88588-0225