



SARTORI COMPANY
Coupon Redemption Policy
Effective Date January 1, 2013

Sartori Company ("Sartori") will reimburse retailers for coupons submitted in accordance with the terms and conditions of this Coupon Redemption Policy (this "Policy"). A retailer shall not directly or indirectly submit coupons to Sartori for reimbursement except in accordance with this Policy. A retailer's acceptance of Sartori's coupons or submission of Sartori's coupons for redemption constitutes the retailer's binding agreement to comply with this Policy. Retailer shall ensure that all of its employees, agents and contractors are bound by and comply with this Policy. 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 Sartori's coupons. Any additional or different terms or conditions in any purchase orders, quotations, invoices, licenses or other communications, whether or not such terms or conditions materially alter this Policy, shall (a) be deemed objected to by Sartori without need for further notice of objection, (b) be of no force or effect and (c) not, in any circumstance, be binding on Sartori unless expressly accepted by Sartori in writing. No course of dealings between the parties shall in any way terminate, amend, modify or supplement this Policy.

Redemption at the Store:

1. Coupons are redeemable only at retail locations in the United States of America and at U.S. Military Bases.
2. Coupons are redeemable only by retail consumers purchasing the specific brand(s), product(s), quantity and size stated on the coupon, with the face value of the coupon deducted from the retailer's retail price. Coupons are not redeemable by an individual who is purchasing products for resale which may be evidenced by larger than normal quantities of coupons presented in a single or multiple transactions. Only one coupon shall be honored for each item purchased. No coupon can be used in conjunction with other coupons. The terms and conditions of coupon offers clearly set forth the offer and the intent of Sartori and override any technical issues, conflicts, limitations or scanning problems in the bar code.
3. Coupons must be redeemed by the consumer on or before their expiration dates.
4. The consumer is required to pay any and all applicable sales and other taxes.
5. Coupons are void if taxed, restricted or prohibited by law.
6. Coupons are non-assignable. Sartori does not permit the unauthorized barter, exchange, distribution, collection, sale, assignment, or transfer of coupons for any reason. Coupons are not to be used in swap boxes, taped to product or placed on hooks near Sartori products or gathered and distributed by any person or group for charitable fund-raising purposes.

Processing Coupons for Payment:

1. Sartori will accept properly redeemed and identified coupons directly from the Retailer, through a duly authorized Sartori retailer clearinghouse, retailer-billing agent, or through a wholesaler-billing agent. Coupons from unauthorized intermediary agents will not be accepted.
2. Invoices for paper coupons received by Sartori more than six (6) months (180 days) after the expiration date on the face of the coupon will not be honored. Invoices for digital coupons must be presented to Sartori within thirty (30) days after the expiration date.
3. The retailer and its agents shall comply with all applicable Internal Revenue Service reporting requirements and shall obtain appropriate taxpayer identification numbers.
4. To redeem coupons for Sartori, the retailer shall send properly redeemed coupons to:

Sartori Company
P. O. Box 880358
El Paso, TX 88588-0358

Policy for Payments and Denials:

1. Retailers will be reimbursed for the following three items:
 - (a) Face value of coupons or if the coupon calls for free merchandise, for your retail-selling price (up to the stated maximum value printed on the coupon)
 - (b) Reasonable postage (i.e. first class mail insured) or other reasonable shipping charges, as indicated on the package received, for the physical transportation of the coupons to us or to our authorized clearinghouse agents.
 - (c) 8¢ per coupon for Retailer's cost for handling properly redeemed coupons, which shall include the following: front-end handling by the Retailer; store to headquarters accounting; store occupancy; cost of funds; coupon processing; any special handling; invoice preparation; and any other fees not above-mentioned.
2. The Retailer shall NOT be reimbursed for unreasonable postage/transportation or any administrative, consolidation or additional fees or any other charges, from you and/or your agent if any.
3. For digital coupons, Sartori will deny reimbursement for coupons which exhibit signs of misredemption, including, but not limited to: accuracy or quality issues in data files, excessive or unusual patterns or redemptions, use of multiple coupons (digital and paper) for a single purchase and excessive "made good" coupons or point of sale overrides.
4. For paper coupons, Sartori will deny reimbursement for any coupons which exhibit signs of misredemption, including, but not limited to: gang cuts, similar cuts or tears, evidence of tape, mint condition, uniform mix, sequential number patterns or excessive or larger than normal quantities of coupons in single or multiple transactions that would indicate the coupons were used to purchase products for resale and not for individual consumer use.

5. Sartori's actual count of coupons received will be final and shall govern payment.
6. Sartori reserves the right to deny reimbursement, retain and declare void any coupons presented for redemption if, in its reasonable discretion, such coupons are not properly submitted, including, without limitation, if:
 - (a) coupons are submitted for reimbursement in violation of this Policy;
 - (b) there is insufficient stock to cover the number and type of coupons submitted;
 - (c) there is an inability to verify the retailer's address or business operations;
 - (d) there are suspicious circumstances; or
 - (e) there are any other irregularities. Sartori reserves the right to forward submitted coupons to law enforcement agencies or the postal authorities for their review and investigation.
7. Any payments related to coupon reimbursements or coupon adjustments may not be deducted from payments of Sartori invoices. Any deductions from a Sartori invoice for payments related to coupon submissions are expressly prohibited by this Policy.
8. Coupons must be presented by the retailer, any retailer's agent approved by Sartori or Sartori's agent. Sartori reserves the right to deal directly with retailers on all matters pertaining to any coupon submission and to audit the coupon sorting and billing service of any agent involved in the coupon process.
9. Sartori reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased within the last 90 days 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. Sartori may, in its sole discretion, void all coupons submitted in the event of any failure to comply with any such request.
10. If a retailer payment or any portion thereof is withheld, delayed or denied, the retailer must appeal this action in writing to Sartori within 6 months of the date of notification by Sartori or its agent. If the retailer fails to appeal any such action within such 6-month period, such action shall be final and binding upon the retailer. Any lawsuit involving coupon processing or payment disputes shall be brought within six (6) 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 the Eastern District of Wisconsin. Each party shall be responsible for its own fees and costs, including, without limitation, attorneys' fees. The substantive laws of the State of Wisconsin shall govern this Policy.
11. Redeeming coupons in violation of the terms and conditions of the coupon offer or this Policy is improper, could constitute fraud, and could result in criminal prosecution. All federal, state, and local laws, rules, and regulations apply to the submission and redemption of coupons by the retailer and its approved agents.
12. Each shipment of coupons will be considered as a whole and Sartori reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be in violation of this Policy.

13. The retailer shall include with each coupon shipment an invoice with the retailer's store name and address, showing quantities and values of coupons submitted for redemption. Payment generally will be issued 30 days after receipt of coupons by Sartori or its agent (although Sartori does not guarantee payment within any particular time frame). If the retailer uses an agent to process coupons, Sartori gives no assurance of payment for coupons that are mishandled by the retailer's agent. If the retailer's agent fails to properly submit coupons, the retailer must look solely to the agent for payment. In no event will payment be issued to retailers who do not maintain a physical address.
14. If any retailer fails to observe this Policy, Sartori may, at its sole option, void all coupons submitted for reimbursement by such retailer and all unpaid coupons may be retained as property of Sartori. Sartori may, at its sole option, suspend or permanently terminate redemption privileges for any party that provides false or misleading information to Sartori or Sartori's agent.

Miscellaneous:

1. The cash redemption value of each coupon is 1/100 of one cent.
2. Failure to enforce any term or condition of this Policy shall not be deemed a waiver of such term or condition or any other term or condition by Sartori.
3. Sartori 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. Any such modification, supplement, revision or elimination shall be effective on the date adopted by Sartori.

If you have any questions regarding payment of coupons submitted, call:

**NCH Marketing Services
1-800-833-7096
8:00AM to 4:30PM Central Time Monday through Friday**

Alternatively, write to:

**NCH Marketing Services
155 Pfingsten Rd. Suite 200
Deerfield, IL 60015**

If you have any questions regarding this policy, write to:

**Sartori Company
Attn: Marketing Dept.
107 N. Pleasant View Road
Plymouth, WI 53073**