



**Ornua Foods North America Inc.  
Coupon Redemption Policy  
Effective: September 29, 2017**

NOTWITHSTANDING ANY PRIOR COURSE OF DEALINGS BETWEEN US, YOUR REDEMPTION OF THE ORNUA FOODS NORTH AMERICA INC. (ORNUA FOODS) COUPONS (EACH, A “**COUPON**” AND COLLECTIVELY, “**COUPONS**”) INDICATES YOUR ACCEPTANCE OF AND COMPLIANCE WITH THIS COUPON REDEMPTION POLICY (THIS “**AGREEMENT**”). NO PURCHASE ORDER, INVOICE, RETAILER-POLICY, OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

It is the intent of Ornua Foods 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 Agreement. The face value of the Coupon should be deducted from the retail selling price of the specific product(s). Only one (1) 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, 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.
- 4) Coupons are void if taxed, restricted or prohibited by law.
- 5) The consumer must pay any and all applicable taxes related in any way to Coupons.
- 6) Coupons are redeemable only by consumers, and ultimately Customers (as defined below), located in the U.S., its territories, and on U.S. military bases.

**Pressing Coupons for Payment**

- 7) Ornua Foods shall only accept properly redeemed and identified Coupons from: (a) authorized retailers, (b) authorized retailer clearinghouses, (c) authorized retailer-billing agents, or (d)

authorized wholesaler-billing agents (individually, and collectively, the “**Customer**”). Coupons shall not be honored and shall be considered void if not presented by the Customer.

8) All Customers submitting Coupons for redemption must comply with all applicable laws and regulations, including, without limitation, IRS reporting requirements, and must have an IRS taxpayer identification number.

9) To redeem Coupons, please send such properly redeemed and identified Coupons to:

Ornua Foods North America Inc. 1322  
NCH Marketing Services, Inc.  
P.O. Box 880001  
El Paso, TX 88588-0001

### **Policy for Payment and Denials**

10) Upon proper presentation of a Coupon, the Customer shall be reimbursed for the following amounts:

a. Face value of a Coupon or, if the Coupon calls for free merchandise, the retail selling price of such free merchandise (up to the stated cap amount), plus

b. \$0.12 per Coupon (the “**Customer Handling Fee**”) for each Coupon properly redeemed and identified.

The Customer hereby agrees that the Customer Handling Fee reimburses the Customer and its agents for any and all fees, costs and expenses relating to such Coupon and redemption thereof, including, without limitation, front-end handling by the retailer, store to headquarters accounting, store occupancy, sundry loss, cost of funds, Coupon processing, and any special handling, invoice preparation or other fees. The Customer Handling Fee constitutes full and complete reimbursement to the Customer and its agents for such fees, costs and expenses and Ornua Foods shall not pay any fees, costs or expenses relating to Coupons or redemption thereof, including, without limitation, postage, shipping or transportation fees, in excess of the Customer Handling Fee. The Customer Handling Fee does not reimburse the Customer and its agents for clearinghouse and other related charges and handling fees, costs and expenses, as such fees, costs and expenses are negotiated between the Customer and its clearing house or agent and are not the responsibility of Ornua Foods. Due to system limitations and for ease of reconciliation, upon submission of an invoice for payment, the Customer Handling Fee shall be settled as follows: an \$0.08 per Coupon handling fee, plus a \$0.04 per Coupon supplemental handling fee (billed as shipping/postage).

11) The Customer hereby agrees **NOT to take any unauthorized deductions** from product invoices of Ornua Foods for any amount relating directly or indirectly to Coupons or redemption thereof. If such unauthorized deductions are made, Ornua reserves the right to take any action, including, without limitation, suspending shipments/credits to the Customer and/or reduction in the Customer’s promotional funding, to offset any and all unauthorized Coupon related deduction balances.

12) Ornua Foods reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased to justify the number of Coupons submitted by the Customer and reserves the right to audit the Coupon sorting and billing service of any Customer or any of its agents involved in the handling process.

13) Any action or lawsuit involving Coupon processing or payment disputes shall be brought within twelve (12) months of the original date of the Coupon payment or such claims shall be deemed extinguished. Any such action or lawsuit shall be filed and conducted in state or federal court, as

applicable, located in Cook County, Illinois. Each party shall be responsible for its own attorneys' fees and cost in relation thereto. This Agreement, and any actions or lawsuits related thereto, shall be governed by the laws of the State of Illinois, without regard to its conflict of laws principles.

14) If false or misleading verification information is provided by the Customer on a questionnaire to Ornuva Foods or a certified clearinghouse, any and all Coupon redemption privileges with Ornuva Foods may, in the sole and absolute discretion of Ornuva Foods, be permanently terminated.

15) Each shipment of Coupons by the Customer shall be considered as a whole and Ornuva Foods reserves the right to refuse payment for an entire shipment if any portion thereof is found to be improperly redeemed.

16) It is FRAUD to present Coupons for redemption other than as provided by this Agreement.

17) UPON THE FAILURE OF THE CUSTOMER TO OBSERVE THE TERMS AND CONDITIONS OF THIS AGREEMENT, ORNUVA MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND, IN SUCH INSTANCE, ALL SUCH COUPONS SHALL BE RETAINED AS PROPERTY OF ORNUVA FOODS, WITHOUT PAYMENT. FAILURE BY ORNUVA FOODS TO ENFORCE ANY TERMS OR CONDITIONS OF THIS AGREEMENT SHALL NOT BE DEEMED A WAIVER THEREOF.

18) Ornuva Foods may revise this Agreement at any time, in its sole and absolute discretion.