



**COUPON REDEMPTION POLICY
HENKEL CORPORATION
EFFECTIVE 6/28/19**

YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS REDEMPTION POLICY (“THE AGREEMENT”). NOWWITHSTANDING 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, quantities, sizes and product(s) stated on the coupon, with the face value of the coupon deducted from your retail price. Coupons are not authorized to be used when a consumer is purchasing products for resale. Only one coupon will be honored for each item purchased; Limit of one (1) identical coupon per shopping trip. Coupons must not be accepted from a consumer after the stated expiration date. Only coupons received by Henkel within six months (120 days) of the expiration date on the face of the coupon will be honored. Coupons must be presented at time of purchase; coupons presented after the purchase transaction has been completed should not be honored.
2. Paper or digital coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer. The Henkel Corporation may refuse reimbursement for any coupons which exhibit signs of misredemption, including, but not limited to: counterfeiting, gang cut, similar cuts and tears, evidence of tape, mint condition, or sequential number patterns. For digital coupons, The Henkel Corporation 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 redemption, use of multiple coupons (digital and paper) for a single purchase and excessive “make good” coupons or point of sale overrides.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Henkel Corporation 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 Henkel Corporation’s 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.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer is required to pay any applicable sales tax.
6. Coupons are only redeemable by authorized dealers located in the U.S., U.S. Territories and U.S. Military Commissaries. Henkel Corporation will not honor coupons submitted by retailers for products purchased from sources outside Henkel Corporation’s normal channels

of distribution. Coupons redeemed on salvaged, damaged, close-out or diverted product will not be honored.

Processing Coupons for Payment

7. Henkel Corporation 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. Coupons from unauthorized intermediary agents will not be accepted.
8. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
9. To redeem coupons for Henkel Corporation, send properly redeemed coupons to:

Henkel Corporation, Inmar Dept # 17000, Mfr. Rcv. Office, 801 Union Pacific Blvd.,
Ste. 5, Laredo, TX 78045

Policy for Payment and Denials

10. Subject to Henkel Corporation's discretion, you will be reimbursed for the following three (3) items only:
 - 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); plus
 - B) 8 cents for handling each coupon properly redeemed; plus¹
 - C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to us or to our authorized agent. **Henkel will not pay for any administrative or consolidation fees and, except as described in (ii) below, Henkel 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.** 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; or

¹ The 8 cents covers the following costs:

- Front-end Handling by the retailer
- Store to Headquarters Accounting
- Store Occupancy
- Sundry Loss
- Cost of Funds
- Coupon Processing
- Special handling, invoice preparation, or other fees

- ii) For those retailers that are using a clearinghouse or billing agent, we will reimburse you at a rate equal to \$5.00 per thousand of coupons redeemed.
 - D) Payment will be made within thirty (30) days from the date of receipt of invoice and coupons or data files for digital coupons. Should there be any payment discrepancies, they should be made in writing to either of the addresses listed above within sixty (60) days after the payment date. Any inquiries after this time period will not be honored.
11. Coupon reimbursements and coupon adjustments may not be deducted from payment of invoices or purchase orders to Henkel Corporation. Any deduction(s) resulting from coupon adjustments, penalty fees or deduction administrative fees will be considered unauthorized and must be repaid. If unauthorized deductions are made, Henkel Corporation reserves the right to take action, including, but not limited to, reducing your customer development fund by an amount equal to the unauthorized deduction(s) taken, suspension of customer service, change to the customer's credit rating, as well as to take action to suspend shipments.
 12. Henkel Corporation 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. Henkel Corporation further reserves the right to utilize a third party to review all submissions and deny reimbursement based on the third party's recommendations.
 13. Retailer will take reasonable precautions to not accept counterfeit coupons. The retailer will make a good faith effort to educate front end personnel of these precautions:
 - A) Not accepting print at home coupons that do not scan.
 - B) Limiting consumer from redeeming large quantities of the same coupon at the point of sale.
 - C) Utilization of Coupon Information Corporation (CIC) Early Warning File to update retailer's POS system with counterfeit coupon data.
 - 14.
 15. Please notify Henkel Corporation and Inmar of any counterfeit coupons detected.
 16. 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 the State of Connecticut. Each party shall be responsible for its own attorneys' fees and costs.
 17. If false or misleading verification information is provided on a questionnaire to Henkel Corporation's certified clearinghouse, redemption privileges with Henkel Corporation may be permanently terminated.
 18. Each shipment of coupons will be considered as a whole, and Henkel Corporation reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
 19. Failure to observe these terms and conditions for proper redemption may, at the option of Henkel Corporation, void all coupons, submitted for reimbursement and all coupons may be

retained as property of Henkel Corporation without payment. Henkel Corporation reserves the right to forward coupons which Henkel Corporation judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

Miscellaneous Terms

20. The cash redemption value of each coupon is 1/100 of one cent.
21. It will be considered FRAUD to present coupons for redemption other than as provided by this Agreement.
22. Henkel Corporation reserves the right to forward coupons, that it judges to be misredeemed or fraudulent, to law enforcement agencies for their review and investigation.
23. This Agreement is effective as of June 6, 2019. Henkel Corporation reserves the right to modify or withdraw the terms of this policy at any time with notice.
24. This Agreement will be applicable for all Retail Beauty, Laundry and Home Care and Adhesive products manufactured or sold by Henkel Corporation, its affiliates or subsidiaries.
25. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF HENKEL CORPORATION VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF HENKEL CORPORATION WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS AGREEMENT WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS AGREEMENT.
26. If you have any questions about this policy, write to:

Henkel Corporation
Team Leader, Consumer Promotions
200 Elm Street
Stamford, CT 06902-3800