

DEOLEO USA, INC. COUPON REDEMPTION POLICY

Deoleo USA, Inc. will reimburse retailers for coupon submissions according to the terms and conditions explained below. A retailer's acceptance and redemption of the manufacturer's coupons constitutes a binding agreement to honor the following requirements:

1. Coupons are redeemable in the United States of America.
2. Coupons are redeemable only by an individual consumer in a retail transaction in which the face value of the coupons, or up to the maximum value 'free' coupons, was deducted from the price of the brand, variety, size and quantity of the product indicated on the coupons.
3. Coupons must be redeemed by the consumer on or before their expiration date.
4. Coupon cash value 1/100 of 1¢. Consumer must pay any and all applicable taxes.
5. Multiple coupons may not be used for the purchase of a single item.
6. Coupons are void where prohibited, taxed or restricted by law; or when reproduced, altered, or transferred from or sold by their original recipient to any person firm or group.
7. *Deoleo USA, Inc.* will reimburse retailers for the face value of each coupon, plus the handling allowance as stated on the face of each coupon and reasonable postage fee for all properly redeemable coupons presented to the *Deoleo USA, Inc.* (no later than six (6) months after their expiration date). No other handling fees will be allowed.
8. The manufacturer's actual count of coupons received will be final and shall govern their payment.
9. *Deoleo USA, Inc.* reserves the right to deny reimbursement, retain, and declare void any coupons presented for redemption when the following conditions occur: mint/mass cut or uniform mix coupons are submitted for reimbursement; insufficient stock to cover the number and type of coupons submitted; inability to verify retailer's address or business operations; or any redemption procedure which is not in accordance with the terms of this Policy. Further, *Deoleo USA, Inc.* reserves the right to forward submitted coupons to law enforcement agencies.
10. Coupon reimbursements may not be deducted from payments of *Deoleo USA, Inc.* invoices, unless specific agreements on resolving variances are developed and approved by *Deoleo USA, Inc.*. Any deductions from *Deoleo USA, Inc.* invoices for reimbursement of coupon submissions are expressly prohibited by this Policy.
11. Coupons must be presented by retailers or a clearinghouse approved by *Deoleo USA, Inc.* or its agent. *Deoleo USA, Inc.* 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.
12. Upon request, retailer must provide proof of purchase of sufficient stock to cover coupons presented for payment.
13. In the event a retailer payment is withheld, the retailer must appeal this decision to *Deoleo USA, Inc.* within six (6) months of the date of the notification by *Deoleo USA, Inc.* or its agent. Appeals made after the specified time frame will not be honored.
14. Failure to observe these terms and conditions for proper redemption may, at the option of *Deoleo USA, Inc.*, void all coupons submitted for reimbursement and all unpaid coupons may be retained as property of *Deoleo USA, Inc.*.
15. Failure to enforce any terms or condition of this Policy shall not deem a waiver of them by *Deoleo USA, Inc.*. Additionally, *Deoleo USA, Inc.* reserves the right, in its sole discretion, and without prior notice to any party, to modify, revise or eliminate any of the Provisions of this Policy.
16. To redeem *Deoleo USA, Inc.* coupons, send them to the appropriate address listed below:
Deoleo USA, Inc., Inmar Dept. 19521, One Fawcett Drive Del Rio, TX 78840.
17. This coupon redemption policy and any claim made hereunder shall be governed by the laws of the State of Texas and shall be exclusively brought in the courts of the State of Texas.