



Fresh Express Incorporated
4757 The Grove Drive, Suite 260 • Windermere, FL 34786

Fresh Express Coupon Redemption Policy

Updated: June 26, 2024

To: <<<Retailer Name and Address>>>>

Dear Retailer:

This Coupon Redemption Policy and the legal copy on Fresh Express coupons (collectively, the "Policy") state the terms and conditions for reimbursement of Fresh Express coupons ("Coupons"). Retailer's acceptance and redemption of Coupons for Fresh Express products constitutes Retailer's acceptance of and binding agreement with all the terms and conditions of the Policy. It is the Retailer's responsibility to ensure its employees are aware of and in compliance with the Policy. Redemption of Coupons in accordance with all terms and conditions of the Policy authorizes Retailer to submit the Coupons for reimbursement and to receive appropriate payment for properly redeemed Coupons.

Rules:

1. Coupons are only redeemable through authorized retail outlets located in the United States, its territories, including Military Commissaries.
- 2.
3. Coupons are redeemable only when consumers purchase the brands/sizes/quantities indicated, prior to the expiration date, and retailers subtract the face value from the retail price of a Fresh Express product.
4. Retailers must submit Coupons for reimbursement within 180 days after the expiration date of the Coupon.
5. Consumer must pay any and all applicable taxes. Coupon cash value 1/100¢.
6. There is a limit of one coupon per purchase of the product (s) and size (s) indicated. Multiple Coupons may not be used for the purchase of a single item.
7. 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 other person, firm or group. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Fresh Express 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 gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any manner except as described in the Policy.

8. For each properly redeemed Coupon, retailers will be reimbursed for the face value, or the retail selling price up to the maximum indicated on Fresh Express coupons for free merchandise, plus the handling fee as stated on each Fresh Express coupon and reasonable postage. No additional fees will be accepted or paid.
9. Postage will be reimbursed at current actual uninsured rates. First Class U.S. postal rates will apply for shipments less than or equal to 13 ounces and United Parcel Service ground rates will apply for shipments which exceed 13 ounces.
10. Fresh Express reserves the right to deny reimbursement, retain and declare void any Coupons presented for redemption when the following conditions occur: Coupons are in mint/mass cut condition, or poor mix coupons are submitted for reimbursement; Retailer has insufficient stock to cover the number and types of Coupons submitted; inability to verify Retailer's address or business operations; or redemptions that are not in accordance with the Policy. Further, Fresh Express reserves the right to forward any such Coupons to enforcement authorities for review.
11. On request, Retailer must provide Fresh Express with valid proof of purchase of Fresh Express products sufficient to cover Coupons presented for payment. Failure to provide Fresh Express with legitimate proof of purchase will deem all Coupons void and will not be redeemed by Fresh Express.
12. Coupon payments may not be deducted from payments of Fresh Express's product invoices.
13. Properly redeemed Coupons must be submitted directly by the Retailer or through an authorized clearinghouse only. Submission by unauthorized intermediary agents will not be accepted.
14. In the event a Retailer payment is withheld, the Retailer must appeal this decision of Fresh Express within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by Fresh Express and shall be deemed void.
15. Any inconsistent use of the Policy constitutes fraud and, in addition to other legal remedies at the option of Fresh Express, may void all Coupons submitted for reimbursement and Coupons may be retained by Fresh Express without payment.
16. Failure to enforce any terms or conditions of the Policy shall not constitute waiver of such provision or any other provision by Fresh Express. Fresh Express 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. It is the Retailer's responsibility to obtain updated copies of the Policy.
17. The Policy are the sole terms and conditions provided for the reimbursement of Coupons.
18. Send properly redeemed Fresh Express Coupons to:

Fresh Express #1582
PO Box 88001
El Paso, TX88588-0001

Sincerely,

Fresh Express