



TREE TOP, INC.

COUPON REDEMPTION TERMS AND CONDITIONS

Effective September 1, 2018

This Coupon Redemption Terms and Conditions policy (the “Agreement”) establishes all terms and conditions applicable to the redemption, handling, and processing of Tree Top, Inc. and its subsidiaries’ (collectively, “Tree Top”) coupons; the amounts that Tree Top will reimburse to its customers for properly redeemed coupons; and all other matters relating to customers’ acceptance and treatment of Tree Top coupons. Your acceptance and redemption of Tree Top coupons constitute a binding agreement to honor the coupon requirements and redemption terms and conditions as set forth below. Neither any course of dealings, nor any purchase order, invoice, policy, or other document shall modify any of the terms of this Agreement, except for an agreement distributed by Tree Top as an update to this agreement or another agreement signed by Tree Top that expressly states that it supersedes this Agreement.

Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the specific brand(s), product(s), quantity and size stated on the coupon, with the face value of the coupon deducted from your retail price. Only one coupon shall be honored for each item purchased. No coupon can be used in conjunction with other coupons.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer.
3. **Retailers have 90 days after the coupons expiration date to have the coupons delivered to Tree Top’s clearinghouses.** (Example: if coupon expiration date is 06/30/18; the last date to redeem coupon with the clearinghouse would be 09/30/18.)
4. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm, or group. Tree Top 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 Tree Top products; gathered or distributed by any person or group for charitable fund-raising purposes; or otherwise used in any way except as described in Section 1. above.
5. Coupons are void if taxed, restricted, or prohibited by law.
6. The consumer is required to pay any applicable sales tax.
7. Coupons will be redeemed only at retail locations located in the United States, its territories, or U.S. Military bases.

Processing Coupons for Payment

8. Tree Top will only accept properly redeemed and identified coupons: (a) directly from the retailer or through an authorized (b) retailer-clearinghouse, (c) retailer-billing agent, or (d) wholesaler-billing agent.

9. Redemption of coupons by the retailer must comply with applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number.
10. All Tree Top manufacturer coupons to be redeemed must be sent to:

Tree Top 57
PO Box 880001
El Paso, TX 88588-0001

Policy for Payment and Denials

11. You will be reimbursed for the following three (3) 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) 8¢ for handling/processing for each coupon properly redeemed, which fully covers costs associated with handling/processing coupons, including, but not limited to:
 1. Front end handling by the retailer
 2. Store to headquarters accounting
 3. Store occupancy
 4. Sundry loss
 5. Cost of funds
 6. Coupon processing, special handling, invoice preparation and process, deduction or other fees
 - C) Reasonable out-of-pocket costs identified below, incurred for the physical transportation of the coupons to Tree Top or to Tree Top's authorized agent. **Tree Top will not pay for any administrative or consolidation fees and, except as described in (C2.) below, Tree Top will not pay any other upcharges that you or your agent may accrue.** The transportation costs will be reimbursed as follows:
 1. 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.
 2. For those retailers that are using a clearinghouse or billing agent, Tree Top will reimburse you at a rate equal to \$80.00 per thousand of coupons redeemed (\$80/M)

You will **NOT** be reimbursed for unreasonable postage/transportation costs or any additional fees.
12. Coupon reimbursements and coupon adjustments **CANNOT BE DEDUCTED FROM PRODUCT INVOICES OR PURCHASE ORDERS.** Invoice deductions and deduction fees are **NOT IN COMPLIANCE** with Tree Top's redemption policy and shall be void.
13. Tree Top. 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.
14. 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 Washington. Each party shall be responsible for its own attorneys' fees and costs.

15. **Mandatory Arbitration**

You and Tree Top agree that all disputes between them, or arising from the relationship between them, and all disputes arising from or related to this Redemption Policy, including the scope of this arbitration agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure then in effect. Any award of the arbitrators(s) may be entered as a judgment in any court having jurisdiction. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective, and the remainder of the agreement shall remain effective. Information may be obtained and claims may be filed at any office of the National Arbitration Forum, www.arbitration-forum.com, or at P.O. Box 50191, Minneapolis, MN 55426. This Agreement shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests so, the arbitrator shall write an opinion containing the reasons for the award. No claim submitted to arbitration is heard by a jury and no claim may be brought as a class action or as a private attorney general. Any arbitration hearing will take place within the State of Washington.

16. If false or misleading verification information is provided on a questionnaire to Tree Top., or a certified clearinghouse, redemption privileges with *Tree Top, Inc.* may be permanently terminated.
17. Each shipment of coupons will be considered as a whole, and Tree Top. reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.

Miscellaneous Terms

18. The cash redemption value of each coupon is 1/20 of one cent.
19. It is **FRAUD** to present coupons for redemption other than as provided by this Agreement.
20. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF TREE TOP, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF TREE TOP, 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.

Tree Top, Inc.
220 East Second Avenue
Selah, WA 98942