

Terms and Conditions of the Artisan Rewards Program

Under the Artisan Rewards Program, you will earn points each time you purchase goods from VAC. Once you have accumulated at least 5,000 points, they may be redeemed for a gift card that you may use to make purchases virtually anywhere. The following terms and conditions apply.

1. Eligibility: The Artisan Rewards Program is open only to U.S. residents at least 18 years old who are end users of VAC products. Distributors and re-sellers of VAC products are not eligible to participate in the Artisan Rewards Program.

By opening an Artisan Rewards Program account, you agree to be bound by the Terms and Conditions set forth herein. This promotion is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. There is no fee for participation in the Artisan Rewards Program.

2. Enrollment: To enroll in the Artisan Rewards Program, complete the enrollment form, including all required fields, and fax to Virginia Abrasives at 800.422.5336 or mail a hard copy to: Artisan Rewards Program, Virginia Abrasives Corporation, 2851 Service Road, Petersburg, VA 23805. You will receive 100 points just for enrolling.

Enrollment forms are available from VAC authorized distributors, by E-mail (sales@virginiaabrasives.com), by calling 800-996-7263 (SAND), on VAC's website, www.virginiaabrasives.com or by visiting VAC at the above address.

By enrolling in this program, you agree to defend, release and hold harmless VAC, its parents, affiliates, subsidiaries, officers, directors, representatives, agents and employees, from any and all claims, damage, injury or loss of any kind which may arise, directly or indirectly, in connection with the Artisan Rewards Program, use, redemption, acceptance or possession of any gift cards or other awards obtained using Artisan Rewards Program points, including, without limitation, court costs, attorneys' fees, and any expenses and damages which may be incurred by you in connection with this program.

3. Accumulation of Points: Points accrue on purchases made for VAC products on or after April 1, 2004. Four (4) points are accumulated for each dollar that you spend on eligible VAC products after enrolling in the program. Points are not earned for dollars spent on freight or taxes. Credits for returned VAC merchandise will reduce the points accrued in your account.

Purchases made directly from VAC will be automatically credited to your Artisan Rewards Program account upon payment of the purchase amount. To obtain points for purchases made from VAC authorized distributors, you must submit your original sales receipt within one year of purchase to Artisan Rewards Program, Virginia Abrasives Corporation, 2851 Service Road, Petersburg, VA 23805. The receipt must include the name, address and phone number of the distributor. Photocopies and faxed copies are not acceptable. If you fail to comply with these requirements, you forfeit your right to accrue points for that purchase.

VAC assumes no responsibility for lost, late, mutilated, incomplete, stolen, misdirected, illegible or postage due submissions; or any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, or unauthorized human intervention. Any receipts found to be tampered with or altered in any way will be void.

VAC is not liable for any points that are not credited or are incorrectly credited to an account. You bear the responsibility to contact VAC to correct any errors in your account balance or otherwise. Requests for correction must be made within one year of the date of purchase. Artisan Rewards

Program accounts cannot be linked to other VAC reward accounts or otherwise shared.

VAC will identify points awarded on its invoices for customers buying directly from VAC. Awarded points can also be determined by contacting Virginia Abrasives by calling toll free 1.800.996.7263 or via e-mail to sales@virginiaabrasives.com.

4. To Redeem Points: Enrollees in the Artisan program must designate a "Artisan Recipient". This individual must be the owner of the business, or someone designated by the owner, as the authorized person to redeem points in the program. This individual will sign the Artisan Enrollment Form, as well as sign the official award Redemption Form. Once you have accumulated at least 5,000 points, you may redeem points in minimum increments of 5,000 points for one or more gift cards. To redeem points, call VAC at (800) 446-1805, or submit the redemption form, which can be found on our web site. Redeemed points will be subtracted from your points balance and cannot be reinstated. Points cannot be transferred, sold or redeemed for cash.

VAC reserves the right to modify, cancel or suspend this award program and any reward at any time. Rewards are subject to availability and may be limited in availability. Gift cards obtained using your points will generally be delivered within two weeks, subject to availability. If there is a delay in issuance, you will be notified and you may cancel redemption of your points.

Redeemed rewards are not refundable, exchangeable, replaceable, redeemable or transferable for cash, credit, or other rewards, or points under any circumstances except as permitted by the terms of the gift card awarded.

In its sole discretion, VAC may elect to award large redemptions in the form of a check, in lieu of a gift card, made payable directly to the business participating in the Artisan program.

5. Gift Cards: Gift cards cannot be returned or exchanged under any circumstances. Gift cards cannot be redeemed for cash, have no cash value, and may not be sold, bartered or purchased. VAC is not responsible for lost, stolen, destroyed or mutilated gift cards and such cards will not be replaced. Gift cards may lose value over time if not used.

Gift cards must be redeemed in accordance with the terms and conditions printed thereon. Other restrictions, including, but not limited to expiration of the cards, how to redeem them, fees or expenses associated with the cards or their use where they are valid, are printed on the card. Gift cards are void where prohibited by law. Unless otherwise stated on the gift card, federal, state, or local taxes are not included and are your sole responsibility.

Gift cards will be available for redemption in the following amounts along with associated point totals:

Points	Gift Card Amount
5,000	\$50
10,000	\$100
20,000	\$200
50,000	\$500

6. Forfeiture of Points/Cancellation of an Account: Failure to comply with the Terms and Conditions of the Artisan Rewards Program as set forth herein may result in forfeiture of points and/or cancellation of your account. If you cancel your Artisan Rewards Program account, you will have six (6) months from the date of cancellation to redeem your points. All points not redeemed during that six (6) month period will be forfeited.

To remain an active customer, you must have at least \$[100] in paid invoices in the most recent nine-month period. Points of active customers do not expire, although VAC reserves the right to modify these Terms and Conditions to set an expiration date as provided in Section 8 below. Accounts are deemed "Inactive" after 9 months of no purchase activity. Inactive Accounts have 90 days to redeem points. If, during the 90 day period, an Inactive Account makes a purchase, the Account goes back to Active status, and no points are forfeited. If no purchases are made in the 90 day period, the accumulated points of the Inactive Accounts expire with no value.

If your account is "Past Due" by ninety (90) days or more, your account will be suspended. As a result of suspension, you will not accrue Artisan Rewards Program points and you may not redeem program points. Once you pay the "Past Due" amount in full, point accrual will resume for purchases made thereafter and you may redeem program points. If your account is placed in collections, all accrued points will be immediately forfeited and your reward account will be deemed cancelled. If your account is referred to collections, at no time may you open another Artisan Rewards Program account.

If you become an inactive customer or have an account in collections, VAC is under no obligation to notify you that your points have been forfeited and your rewards account cancelled. Similarly, if you have a "Past Due" account, VAC is under no obligation to notify you that your rewards account has been suspended. Forfeited points cannot be reinstated.

7. Contact Information: VAC may use personal information provided in enrollment forms, including email addresses, to offer products, programs or services that it believes may be of interest to participants. VAC will not use or transfer personally identifiable information collected during the enrollment process in any way other than as set forth herein. You can choose to opt-out of these communications or to correct/change contact information by notifying VAC in writing at the above address or by sending VAC an email at sales@virginiaabrasives.com.

If your contact information changes, you must update your records with VAC, including your address, telephone number, and email address (if available). VAC is not responsible for any consequences attributable to your failure to update your contact information.

8. Modification/Cancellation of the Artisan Rewards Program

VAC reserves the right upon 30-day notice to Artisan Rewards Program participants to modify, add, change, or suspend the program in any way. By way of example only, VAC can:

- Increase/decrease the number of points earned for each VAC purchase;
- Increase/decrease the number of points required to redeem rewards;
- Limit the total number of points that can be accumulated;
- Set an expiration date for points earned; and/or
- Require an annual fee for participation in the program.

VAC also reserves the right to terminate the Artisan Rewards Program at any time. VAC will provide three (3) months notice prior to any termination of the rewards program. Notice will be provided in writing to the address on record with VAC. Unless otherwise provided by VAC, you will not have the right to earn points during the three (3) month notice period and VAC will be entitled to change any portion of the rewards program. At the end of the three (3) month notice period, all accumulated points will be forfeited and participants will no longer have the right to redeem points.

9. General

Any fraud or abuse related to the Artisan Rewards Program may result in forfeiture of your accrued points and cancellation of your account. For questions and disputes concerning the Artisan Rewards Program, contact VAC at 800-996-SAND. Determining tax liability for any federal, state or local taxes related to this program or the redemption of points associated therewith is the sole responsibility of the Artisan participant. VAC is not responsible for any typographical errors in promotional items related to this program, including the Terms and Conditions.

The Terms and Conditions are governed by and construed under the laws of Virginia.