

## DW Mail, LLC Terms & Conditions

DW Mail, LLC (DW) has developed these terms & conditions based on trade customs compiled by the Mailing & Fulfillment Service Association (MFSANet.org) and the National Association of Print Leadership (NAPL.org), for which we are a member. If you have any questions please give us a call.

**QUOTATIONS:** Quotations are only valid when in writing and are subject to acceptance within 30 days. Subsequent orders may be subject to price revisions. Quotations do not include applicable taxes, postage, shipping, freight or deliveries unless specifically stated.

**ALTERATION & SPECIFICATIONS:** Prices quoted are based on DW's understanding of submitted specifications. Any changes to the original quote specifications or instructions may result in additional charges and/or delayed completion of work.

**CANCELATION:** Orders may be canceled by the customer at any time in writing or via e-mail with the understanding that DW will be compensated in full for any work performed prior to cancellation plus the cost of goods or services purchased for the order. A cancellation fee may be assessed to reflect the cost of lost opportunities.

**VERBAL ORDERS:** Written or email orders are preferred. Verbal orders are accepted with the provision that the final specifications will be those faxed or emailed and understood by DW at the time work is started.

**RIGHT OF REFUSAL:** DW may refuse at any time to perform work due to any copy, photographs or illustrations of any kind that, in the full judgment of DW, is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass or is in bad taste, or which in DW's sole judgment is an infringement on a trademark, trade name, service mark, or copyright belonging to others.

The customer will defend and hold DW harmless in a suit or court for action brought against DW by others who believe work contained such information. The customer will defend and hold DW harmless in any suit or court action brought against DW for actions of the customer's employees which may occur as a result of work performed by DW. This includes alleged damages, costs, expenses (including reasonable attorney's fees), liabilities or losses resulting from such circumstances.

**POSTAGE, SHIPPING & FREIGHT CHARGES:** Postage, shipping and freight charges must be paid in advance. Prepayment will be based on mutually agreed upon estimates. DW has the right to hold work if sufficient payment has not been made or until payment has been verified.

All postage, shipping, and freight quotations and invoices are estimates. Final charges may differ. Actual rates are calculated at the time of mailing or shipment. While DW will make every effort to provide the customer with an accurate estimate, DW is not responsible for additional charges.

**RECEIVING:** Delivery tickets are required and must show the number of skids/cartons, the quantity per skid/carton and the total delivery quantity. Each incoming skid/carton must bear an identity and quantity and have only one material version. Additional charges may apply if deliveries do not meet these stipulations. DW accepts no liability for errors resulting from erroneous marking or failure to code items.

DW is not responsible for materials damaged prior to delivery. Handling charges may apply. Deliveries of damaged materials may be refused at the full discretion of DW.

**SCHEDULE & DELIVERY:** DW will make every reasonable effort to complete work as scheduled but accepts no liability for failure to meet scheduled date(s). Late material or files may affect the completion date more than the actual elapsed time. Any change in the agreed upon schedule may result in additional charges or delayed completion of work. All orders are accepted contingent to fire, accident, acts of God, mechanical breakdown or other causes beyond the control of DW.

DW has no control over the US Postal Service or other common carriers' and cannot guarantee delivery dates of items released to these carriers'. The customer will accept the date which items are released to these carriers as the delivery date. Title for materials purchased or manufactured by DW passes to the customer upon delivery to these carriers or upon mailing of invoices for the finished work or its segments, which ever comes first.

**CUSTOMER PROVIDED MATERIALS:** DW is not responsible for identifying errors in preprinted copy on customer provided materials and assumes no liability for damages resulting from materials containing such errors.

DW assumes in all quotations that provided material will permit efficient handling on automated equipment and meets equipment manufacturer's published specifications. Customer supplied paper must be delivered according to specifications furnished by DW including the correct weight, thickness, and other technical requirements. Artwork, film, color specifications, disks, or other materials furnished by the customer must be usable without alteration or repair. Customer provided materials that do not meet these specifications may result in additional charges and delayed completion of work.

Materials furnished that meet manufacturer specifications, but are not up to acceptable operations standards due to folding, facing, trimming, packing, sticking together of material, or other causes, may result in additional charges and delayed completion of work.

All materials belonging to a customer will be held only at the customer's risk and the customer shall be responsible for insurance on their material. Because the customer retains the title to and the insurable interest in its materials, DW is held harmless for acts not of its doing that create losses.

It is DW's responsibility to carry insurance to protect against acts or negligence on the part of its employees in the normal course of business. If specific additional insurance coverage is desired, such coverage must be specified by written agreement or by separate insurance rider and premium. In such instances, the liability for losses will be limited to the agreed upon insurance amount.

**DIGITAL FILES & DATABASES:** Digital files and databases provided by the customer are the sole property of the customer and will be used only at the customer's instruction. It is the responsibility of the customer to maintain original copies. DW will provide reasonable and prudent protection against loss and will pay the cost of transferring a copy of a replacement file in the event of losses (excluding destruction of the file due to customer's negligence or willful misconduct), provided that the customer has copies of the files. DW is not liable for compiling such files or for an intangible or special value attached thereto.

Unless otherwise specified in writing in advance, all files will be destroyed six months after last use.

Until files can be evaluated by DW, no guarantees are made about DW's ability to work with them. Any additional editing, programming or

processing required to utilize files may result in additional charges and delayed completion of work.

**PRINTING:** DW will submit proofs along with original copies for the customer's review and approval. No verbal approvals or corrections will be accepted. Faxed or e-mailed approvals will be considered original documents. Until received by the customer, no additional work will be performed. Extensive corrections or delays in receiving approvals may result in additional charges and delayed completion of work.

DW will not be responsible for production errors if proofs are not required by the customer, if work is printed per the customer's approval of the proof, or requests for changes are communicated verbally.

Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed jobs is to be expected. When variation of this kind occurs, it will be considered acceptable performance.

Over-runs or under-runs will not exceed ten (10) percent of the quantity ordered. DW will bill the customer for actual quantities delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

Sketches, copy, dummies, and all other creative work developed or furnished by DW are the exclusive property of DW. DW must give written approval for all use of this work and for any derivation of ideas from it.

**MAILING:** DW accepts counts on delivery tickets until processing and assumes no responsibility for shortages discovered at that time. Additional charges may apply if a customer requests that DW verify counts prior to processing. DW may apply additional charges for backorders, additional machine set-up times and additional deliveries.

Quoted prices assume that address block placement will be in the position most advantageous to production speed. Address block placement outside optimum location may result in additional charges and delayed completion of work.

Quoted prices assume inserted materials will be in the sequence and facing the direction most advantageous to production speed. Other specified sequence or facing may result in additional charges and delayed completion of work.

In order to receive discounted postage rates, mailings must be prepared in accordance with the US Postal Service Domestic Mail Manual. DW is not responsible for lost postage savings due to the design or content of a mail piece.

All mailings must comply with the US Postal Service Move Update requirements. Customers with databases that already comply with Move Update must provide a Certification of Move Update Compliance and are fully liable for any penalties assessed by the US Postal Service. Otherwise, DW will use the most cost effective method to comply with Move Update and customers will be charged for this service.

**FULFILLMENT:** It is recommended that deliveries be spot-checked, weighed, or counted by DW. If the customer requests that DW accept shipper's counts until processing, DW accepts no responsibility for shortages or shrinkage.

If DW is paid to perform spot checks, weight verification, or counts, DW will accept responsibility for shortages as a result of shrinkage outside the

industry standard for shrinkage, which is five (5) to ten (10) percent of printed material and two (2) to three (3) percent of products. If DW is paid to perform count verification and to maintain the material in a secured environment, standard shrinkage allowances do not apply and DW is liable for losses that could have been prevented by exercising reasonable and prudent care. Any liability for losses that DW assumes is limited to the cost of the materials and does not include indirect or consequential claims.

Unless otherwise agreed upon, quoted prices assume usage of DW's standard cartons, envelopes, and packaging materials. Custom or specified materials may result in additional charges and delayed completion of work.

When a fulfillment program involves caging, cashiering and merchant accounts, the customer is responsible for all bank charges and fees.

**OVERAGES:** Overages may be returned to the customer, stored or destroyed. For returned items, applicable charges will apply. If items are stored, charges may apply after 30 days of nonuse. At DW's option and without liability to DW, material may be automatically destroyed after 90 days if the customer has not responded to a disposition request or paid for storage.

**ERRORS:** Claims for defects, damages, shortages, or other errors must be made by the customer within 10 days of the completion of work performed. DW is liable only to the extent of remailing a correction or corrected job, correcting misdirected or erroneous shipments, and retrieval or remanufacture of materials. Damages shall be limited to the value of the work performed. In no case is DW liable for loss of business; incidental or consequential damages; or costs in excess of billing for services related to the specific jobs.

**TERMS OF PAYMENT:** DW accepts payment by cash, check or credit card. For payment by credit card, an administrative fee will be applied. For service invoices, payment is due in full within fifteen (15) days. Postage, shipping, and freight must be prepaid. Cash or check is required for postage, shipping and freight charges greater than \$5,000.

**PAST DUE INVOICES:** Future work may be withheld and/or the customer's property may be held by DW. After suitable credit has been established, unless otherwise specified in writing by DW, the customer is subject to interest at a rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Customers are liable for any related collection costs, legal fees and interest.

**BROKER, AD AGENCY OR RESELLER:** When contracting with an intermediary such as a broker, ad agency or reseller on behalf of their clients, DW will hold the intermediary responsible for timely payment of invoices and related collection costs, legal fees and interest. This will be done without regard to whether the intermediary has been paid by their client for services rendered.

**TAXES:** All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. Tax exemption will only be granted when official proof is provided. If, after the customer has paid an invoice, it is determined that more tax is due, the customer must promptly remit the required taxes to the taxing authority or immediately reimburse DW for any additional taxes paid by DW.