

ABR SERVICES, INC.
TERMS AND CONDITIONS

1. **QUOTATIONS:** Quotations are estimates of approximate prices only and apply only to the specific order according to the original specifications. Changes to order specifications, including dates, (whether resulting from Customer's error, change of mind, delay in materials, or otherwise) may result in price changes and delivery delays. Quotations do not include postage, taxes or costs for shipping, pick-up, storage, or deliveries unless specifically stated. A 3% administrative fee on the total cost of each job. However, the administrative fee is waived when customers pay with cash, checks, or money orders.

2. **CANCELLATION:** Order cancellations must be in writing or via e-mail. Customer must compensate ABR in full for any work or services performed prior to cancellation, plus the cost of any goods or services purchased for the order. In addition, because mailing requires advance scheduling of equipment and labor, ABR may assess a cancellation fee.

3. **VERBAL ORDERS OR CHANGES:** Verbal orders or changes are discouraged and are subject to ABR's receipt of written or emailed confirmation of such orders or changes.

4. **ACKNOWLEDGEMENT.** Customer's issuance of a purchase order, other written or verbal request that ABR provide services, or delivery to ABR of any list or materials for the provision of services, shall constitute acceptance by Customer of ABR's offer to provide services pursuant to each and all of the terms and conditions stated herein. If Customer objects to any of the terms and conditions hereof, it must notify ABR in writing prior to taking any of the actions specified in the preceding sentence, and ABR will refrain from providing services until such objection is settled by written agreement. These terms and conditions may only be changed or excluded by a written agreement signed by ABR's President (and not by, without limitation, any verbal representation or course of dealing).

5. **POSTAGE:** ABR will notify Customer of the estimated required postage. Advance timely payment of estimated postage by Customer is required on all orders. ABR may hold mailings for which sufficient postage has not been paid or verified. Customer is responsible for actual postage charges and will reimburse ABR for any additional cost of postage over the paid estimate.

6. **ACCEPTANCE OF ORDER:** ABR may refuse at any time to mail any copy, photographs or illustrations that in ABR's sole judgment is an invasion of privacy, libelous, unlawful, profane, obscene, pornographic, or may constitute a trademark, trade name, service mark, or copyright infringement. Customer agrees to defend and hold ABR harmless from and against all losses, costs, claims, suits, damages, liabilities, and expenses (including reasonable attorney's fees and expenses) ("Claims") arising out of or attributable to ABR's services on behalf of Customer, except for Claims caused by ABR's gross negligence or willful misconduct.

7. **MAILING LISTS:** Customer's mailing list(s) in ABR's possession, for storage or otherwise, is the exclusive property of Customer and shall be used only at Customer's instructions. ABR will provide reasonable protection against the loss of a customer's list, but Customer should maintain a duplicate list or the source

material from which the list was compiled. ABR is not responsible for damage to or loss of a list to the extent caused by events not within ABR's control, and any liability of ABR with respect to Customer's list shall be limited to the costs involved in replacing the lost list from Customer's duplicate or source material. ABR shall not be liable for compiling such lists nor for an intangible or special value attached thereto. ABR is not responsible for the accuracy or integrity of lists or other data supplied by the customer or a list broker. Unless otherwise specified in writing in advance, all rented mailing lists are provided on a one-time use basis.

8. **MATERIALS:** ABR quotations assume that all material provided will permit efficient handling on automated equipment and meets equipment manufacturer's published specifications. Materials furnished that are within manufacturer's specifications, but which are not up to acceptable operational standards due to poor folding, facing, trimming, packing, sticking together of material, insufficient leeway between enclosures and envelopes, square envelope flaps or other causes, will be subject to pricing at special rates. Deficient materials also may cause a new delivery schedule.

ABR is not responsible for identifying errors in preprinted copy on Customer-furnished materials and assumes no liability for damages resulting from the mailing of materials which contain erroneous or incomplete information. When performing mailings for not-for-profit customers, ABR is not responsible for content in mailed materials which causes a customer to lose their Nonprofit Status.

All direct mail handling and processing involves spoilage (typically up to three percent, but dependent on the nature of the materials). Allowances for spoilage should be taken into consideration in ordering material. ABR will attempt to prevent undue spoilage, but ABR cannot accept responsibility for shortages of material as a result of normal spoilage in processing.

All stock and materials belonging to Customer will be held and stored only at Customer's risk, and Customer shall be responsible for insurance on its material.

Delivered material must be accompanied by printer delivery tickets stating the number of skids or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity, and a clearly visible sample. Each skid should have only one material version, unless clearly marked and separated. Multiple items should not be included within a single carton, skid, or container unless noted thereon and on accompanying paperwork. ABR will apply a surcharge for any rework necessary for materials received not meeting these specifications.

ABR accepts printers' count until processing and assumes no responsibility for shortages discovered at that time. Additional charges will apply if Customer requires ABR to verify printer's counts prior to processing. Customer is expected to provide ABR with sufficient inventory or adequate sources of supply to meet anticipated demand. ABR may impose additional charges for backorders, delays, changes, cancellations, and increased customer service resulting from out-of-stock conditions.

Collect shipment will be accepted by ABR only if clearance is obtained in advance, and a service charge will be added to the

actual freight charges. ABR is not responsible for the condition of shipped Overs, unless Customer has been billed for packing and/or shipping.

Customer retains title to and the insurable interest in its materials. ABR shall not be liable for any loss of or damage to Customer materials unless such loss or damage is caused by ABR's gross negligence or intentional wrongdoing.

9. **LABELS:** Paper labels must be within equipment manufacturers' published specifications for labeling equipment. For paper labels as well as those which are electronically generated, quoted prices assume that label placement will be in the position most advantageous to production speed.

10. **INSERTING SEQUENCE:** ABR will attempt to insert material in the sequence and facing the direction Customer requests, but quoted prices assume the most advantageous production speeds. Specified sequence or facing may result in additional charges being billed.

11. **OVERS:** Customer must instruct ABR, in advance of the job, regarding the disposition of left-over material ("Overs"). Overs may be returned to Customer, stored, or destroyed. If Overs are stored or returned, applicable storage and delivery charges will be added. Additionally, at ABR's option and without liability to ABR, material may be automatically destroyed after 60 days if Customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated.

12. **DELIVERY SCHEDULES:** ABR will make every reasonable effort to meet scheduled delivery and mailing date(s), but because of the many factors outside its control, accepts no liability for failure to meet scheduled date(s). In addition, ABR has no control over U.S. Postal Service, United Parcel Service, or common carriers' delivery schedules and cannot guarantee when mail or shipments deposited with or released to these carriers will be delivered. Customer shall accept the date which mail or shipments were deposited with or released to these carriers as the date of delivery. All orders are accepted contingent to fire, accident, acts of God, mechanical breakdown, or other causes beyond ABR's control. Since the time element is an integral part of the mailing business, quoted prices are based upon a specific set of time schedules for completion. Any Customer-caused deviation from the schedules described or agreed upon by both parties at commencement of order may alter the quoted price. Late material, delays in Customer approval of samples, and similar delays may affect the completion date of the order by a greater degree than the actual elapsed time.

13. **LIMITATION: UNDER NO CIRCUMSTANCES WILL ABR OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY**

LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL ABR OR ITS AFFILIATES BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID BY CUSTOMER TO ABR FOR THE GOODS OR SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING DISCLAIMER, EXCLUSION AND LIMITATION.

14. **DELINQUENT INVOICES:** ABR may withhold future mailings and/or hold Customer's list, printing, or other property against payment of delinquent invoices. "Delinquent" is defined as "past the agreed or specified payment date." Unless otherwise stated by ABR, Customer shall pay ABR within 30 days of ABR's invoice date. Any amount overdue automatically shall be increased by interest accruing at the rate of the lesser of (1) 5%, or (2) the maximum amount allowed by then applicable law. Customers also are responsible for any related collection costs (including, without limitation, legal fees and expenses).

15. **INTERMEDIARY:** When contracting with an intermediary such as a printer, broker, ad agency, or reseller for work on behalf of their clients, ABR holds the intermediary fully responsible for timely payment of ABR's invoices and any related collection costs, legal fees and interest, without regard to whether the intermediary has been paid by its client for services rendered.

16. **TAXES:** All amounts due for taxes and assessments will be added to Customer's invoice and are the responsibility of Customer. No tax exemption will be granted unless official proof of Customer's exemption is on file with ABR. If, after Customer has paid the invoice, it is determined that more tax is due, Customer must promptly remit the required taxes to the taxing authority or immediately reimburse ABR for any additional taxes paid by ABR.