



Use of any service of Lake Michigan Mailers, Inc. (LMM) constitutes acceptance of the following Service Customs. The Service Customs may be modified from time to time; the current terms will be located at <http://barcodemail.com/our-company/service-customs/>, which will apply to any service performed by Lake Michigan Mailers, Inc. Additional terms may apply and will be provided to the customer depending on the specific services utilized.

1. QUOTATIONS:

Subject to acceptance within 30 days. Quotations are based on the cost of services, labor and materials and carrier rates and regulations on the date of the quote. If changes occur in carrier rates, regulations, cost of materials, labor, or other costs prior to acceptance, or if the customer requires changes in the distribution schedule subsequent to acceptance, the right is reserved to change the price quoted. Subsequent orders will be subject to price revision if required. Quotations do not include applicable taxes, shipping costs, pick-up or delivery costs or fuel surcharges, when applicable, unless specifically stated. Quotations are only valid when in writing.

2. CANCELLATION:

Orders may be canceled by the customer at any time by notice in writing or via e-mail with the understanding that Lake Michigan Mailers, Inc. (LMM) will be compensated 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 processing and/or distribution may require advance scheduling of equipment and labor which often cannot be replaced by other jobs, LMM reserves the right to assess a cancellation fee to reflect the opportunity costs associated with a job being canceled.

3. ALTERATIONS/SPECIFICATIONS:

Quoted prices are based upon LMM's understanding of the client specifications submitted. If there is a change in specifications or instructions to the original quotation and/or job specification and these changes result in additional costs, the work performed will be billed at the current or minimum rates, and the processing and/or date of distribution may be delayed.

4. VERBAL ORDERS:

Written or e-mail orders are strongly recommended. Verbal orders are accepted with the provision that the final specifications will be those faxed, mailed, or e-mailed and understood by LMM at the time the work was started.

5. CARRIER CHARGES:

Quotations do not include carrier charges unless specifically stated. Estimates of carrier charges, if provided, reflect the current rates on the anticipated date of distribution. Carrier charges quoted, if any, cannot be guaranteed 10 days prior to a scheduled carrier rate change. LMM will notify the customer of the required carrier charges as soon as this amount is known and will notify the customer of the date when carrier charges are needed in order to complete the project prior to the agreed upon date of distribution. LMM will make every effort to provide the customer with an accurate estimate of required carrier charges. LMM is not responsible for additional carrier charges if the rate changes due to the design of the item being distributed, or any of its components, or if the item being distributed, or any of its components, fails to meet any carrier regulation that would prevent the item from being distributed at the quoted carrier class or sub-class. Payment of carrier charges in advance is required on all orders and is the responsibility of the customer. LMM reserves the right to hold items for distribution for which sufficient funds have not been paid or until such payment has been verified. The customer will provide the payment in adequate time for LMM to complete the distribution prior to the previously agreed upon distribution date.

6. ACCEPTANCE OF ORDER:

LMM may refuse at any time to process or distribute any copy, photographs or illustrations of any kind that in LMM's sole judgment 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 LMM's sole judgment is an infringement on a trademark, trade name, service mark, or copyright belonging to others.

The customer will defend and hold LMM harmless in any suit or court action brought against LMM by others for alleged damages, cost, expenses (including reasonable attorney's fees), liabilities or losses resulting from circumstances where LMM, acting as the customer's agent, uses copy, photographs, or illustrations that are believed by others to be degrading, libelous or harmful to their reputations, images, or standing in the community or which is an infringement on a trademark, trade name, service mark, or copyright belonging to others, or in a suit or court action brought against LMM for actions of the customer's employees which may occur as a result of any processing or distribution.

7. COMPLIANCE RESPONSIBILITY:

Customer warrants that all material provided to LMM for processing complies with all applicable U.S. Postal Service, UPS, or FedEx rules and regulations including, but not limited to, those rules and regulations limiting or prohibiting the shipment of hazardous materials. Customer further warrants that any materials designated for distribution to destinations outside the United States comply with the laws and regulations controlling the exportation of items from the United States. The customer will defend and hold LMM harmless in any administrative or legal proceeding brought against LMM by a carrier or government agency for violations of these laws, rules and regulations and will indemnify LMM for all damages, costs and expenses (including reasonable attorney's fees) resulting from such administrative or legal proceedings.

8. ADDRESS LISTS AND ELECTRONIC FILES:

Customers address list(s) and/or electronic file(s) in LMM's possession, for storage, processing, distribution or otherwise, is the exclusive property of the customer and shall be used only at the customer's written instructions. LMM shall provide reasonable and prudent protection against the loss of a customer's information, in much the same manner that the customer would itself. This includes adequate backup procedures for all files and programs. LMM shall pay for the cost of replacing such files in the event of systems failure, loss by fire, vandalism, theft, or other such causes (excluding destruction of the file due to customer's negligence or willful misconduct, or accident, acts of God, civil unrest, work stoppage, acts of terrorism, or other causes beyond LMM's control.), provided that the customer has a duplicate file or has the source material from which the file was compiled, and then only to the extent of the costs involved in replacing the lost file. LMM shall not be liable for compiling such file nor for any intangible or special value attached thereto.

LMM is not responsible for the accuracy or integrity of files or other data supplied by the customer or a list broker. Unless otherwise specified in writing in advance, all rented address lists are provided on a one-time basis. Unless otherwise specified in writing in advance, quoted price is based on the processing of a single electronic data file. Additional charges will apply if multiple files are combined, or data requires manipulation, or if customer requests the removal of duplicates.

Customer file(s) presented electronically or via electronic media must be accompanied by a record layout that properly identifies each field to be used in the addressing of the mail piece. LMM will not accept responsibility for errors in address and/or processing information when a record layout is not provided or when the address is not presented in generally accepted data formats. Customer should refrain from providing LMM data files that contain fields or record information that are superfluous to the processing required.

Unless otherwise specified in writing, all quotations are based on the processing of a single electronic data file. Additional charges will apply if multiple files are combined.

9. MATERIALS:

LMM assumes in all quotations 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. Customer will be notified when a deficiency is discovered and approval will be obtained for handling at special rates before proceeding with work. A new delivery schedule may result when deficient materials are used.

LMM is not responsible for identifying errors in preprinted copy or electronic files on customer-furnished materials and/or files and assumes no liability for damages resulting from the processing and/or distribution of materials, which contain erroneous information. When performing distribution for not-for-profit customers, LMM is not responsible for content in materials mailed through the United States Postal Service (USPS) that may cause a mailing to fail to qualify for Nonprofit postage rates or cause a customer to lose their Nonprofit Status.

All processing and distribution involves spoilage. Spoilage of up to three (3) percent of customer's material is typical. Allowances for spoilage should be taken into consideration in ordering material. Every effort will be made to handle customer's material with frugality and to prevent undue spoilage. Nevertheless, LMM cannot accept responsibility for shortages of material as a result of normal spoilage in processing. Furthermore, LMM has no control over the USPS, United Parcel Service, FedEx or common carriers and, therefore, shall not be liable for any stock or material that is mishandled, misplaced, lost, destroyed or otherwise damaged by any such carriers. All stock and materials belonging to a customer will be held and stored only at the customer's risk, and the customer shall be responsible for insurance on their material.

A delivery ticket/packing slip must accompany the material delivered and should show 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 sample clearly visible. Each skid/carton/container 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. LMM will apply a surcharge for any rework necessary for materials received not meeting these specifications.

LMM accepts delivery ticket/packing slip count until processing and assumes no responsibility for shortages discovered at that time. Additional charges will apply if customer requires LMM to verify printer's counts prior to processing. Customer is expected to provide LMM with sufficient inventory or adequate sources of supply to meet anticipated demand. Cost for back orders, delay notices, canceled orders, and increased customer service resulting from out of stock conditions will be billed additional to Customer.

Collect shipment will be accepted by LMM only if clearance is obtained in advance, and a service charge will be added to the actual freight charges. LMM 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 and will hold LMM harmless for acts not done by LMM that create losses. LMM will 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 agreement or by separate insurance rider and premium. In such instances, the liability for losses will be limited to the agreed upon insurance amount.

A service fee may be charged if customer provided skids are non-standard in size and/or if skids are severely damaged at the time of acceptance. A service fee may be charged for the disposal of customer-provided skids. Customer may reclaim skids if arrangements are made in advance.

10. INSERTING / PACKING / KITTING SEQUENCE:

Effort will be made to insert, package, kit material in the sequence and facing the direction the customer request, but quoted prices assume the most advantageous production speeds. Specified sequence or facing may result in additional charges being billed.

11. OVERAGES:

The customer must advise LMM, in advance of the job, regarding the disposition of overs. Overs may be returned to the customer, stored, recycled, or destroyed. If items are stored or returned, applicable storage and/or delivery charges will be added. Additionally, at LMM's option and without liability to LMM, 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 processing date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated.

12. DELIVERY SCHEDULES:

LMM will make every reasonable effort to meet scheduled delivery and distribution date(s), but because of the many factors outside its control, accepts no liability for failure to meet scheduled date(s). In addition, LMM has no control over USPS, United Parcel Service, FedEx Ex or common carriers delivery schedules and cannot guarantee when items deposited with or released to these carriers will be delivered. The customer shall accept the date which items 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, acts of terrorism or other causes beyond LMM control. Since the time element is an integral part of the LMM's business and service offering, quoted prices are based upon a specific set of time schedules for completion. Any requested deviation from the schedules described or agreed upon by both parties at commencement of order may alter the quoted price. Late material may affect the completion date of the order by a greater degree than the actual elapsed time the material is late.

13. LIMITATION OF LIABILITY:

THE MAXIMUM LIABILITY OF LMM IS LIMITED SOLELY TO THE COST OF THE WORK PERFORMED. IN THE EVENT OF A DEFAULT BY LMM, LMM SHALL AT NO COST RE-PROCESS AND/OR RE-MAIL AND/OR REDISTRIBUTE AT THE SAME LEVEL OF SERVICE, A CORRECTION OR A CORRECTED JOB AS NECESSARY TO REMEDY THE DEFAULT OR, ALTERNATIVELY, REFUND TO CUSTOMER THE AMOUNT PAID FOR THE DEFAULTED JOB, PLUS APPLICABLE CARRIER CHARGES. IN NO EVENT WILL LMM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION LOSSES. THE LIABILITY LIMITATIONS SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY, OR OTHERWISE.

14. INDEMNIFICATION FOR FREIGHT, DUTIES:

In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against LMM for freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless LMM for any amount LMM may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorneys' fees, incurred by LMM in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to LMM to pay all charges or other money due promptly on demand.

15. INDEMNITY AGAINST LIABILITY ARISING FROM THE SHIPPING OF MERCHANDISE:

The Customer agrees to indemnify and hold LMM harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to attorney's fees, which the LMM may hereafter incur, suffer or be required to pay by reason of claims made by any government agency or private party that arise from the use, misuse, alteration or modification of goods that are placed with LMM for shipment once such items are no longer in the control of LMM. In the event that any action, suit or proceeding is brought against LMM by any government agency or any private party, LMM shall give notice in writing to the Customer by mail at its address on file with LMM. Upon receipt of such notice, the Customer at its own expense shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against LMM.

16. ADDRESS QUALITY AND MOVE UPDATE REQUIREMENTS:

Customer is solely responsible for maintaining address accuracy and quality to the satisfaction of the USPS. Changes to an address file, to reflect changes resulting from recipient moves within the time period required by the USPS, is the responsibility of the customer. Data files maintained by LMM, on behalf of the customer, will only be changed to reflect move updates at the written request of the customer. The customer is responsible for providing such notice to LMM within the time period required by the USPS. Additional postage charges, fees, or fines assessed by the USPS for the Customer's failure to adhere to USPS regulations, including but not limited to address quality, and Move Update requirements, are the responsibility of the Customer.

17. DELINQUENT INVOICES:

If money is owed LMM, LMM may, at its option, withhold future distributions and/or hold the customer's list, printing or other property against payment of delinquent invoices. "Delinquent" is defined as "past the agreed or specified payment date". After suitable credit has been established, unless otherwise specified in writing by LMM, terms are net 7 days with interest as allowed by law applied to delinquent invoices. Customer is responsible for any related collection costs, legal fees and interest.

18. BROKER/AD AGENCY/RESELLER:

LMM expects payment from its contracting party, even the contracting party is an intermediary such as a broker, ad agency, reseller or licensee contracting for work on behalf of their clients, LMM will hold the intermediary fully responsible for timely payment of invoices and for 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, and LMM rejects all pay when paid contract provisions.

19. TAXES:

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

20. ACCOUNT BALANCE REFUNDS AND ACCOUNT CLOSURES:

Customer may request a complete refund of all funds held on account by contacting our Accounting Department in writing on Customer's letterhead or via email from the Customer's known email address. All outstanding charges will be assessed against the Customer's fund balance prior to the issuance of a refund. All refunds will be paid by check.

Customers may elect to maintain an account as "active" for up to two years without any account activity. Accounts that are dormant (i.e. no account activity) for a period of more than two years will be cancelled by LMM and subject to an account cancellation fee of \$250.00. All refunds for dormant accounts (less cancellation fee and outstanding charges) will be mailed to the last address on record with LMM. Refunds that cannot be mailed to the address on file will be remitted to the State of Michigan Department of Treasury as unclaimed property.

(Revised April 1, 2017)