



## Pitney Bowes Presort Services and Client Responsibilities

- ✓ PBPS and Client will discuss and agree to certain details which may change from time to time, including: pick up times, pricing, contact information, and drop schedule. Client will notify PBPS no less than 24 hours in advance of pickup when volumes significantly change resulting in change in pickup time or vehicle or pickup is not needed.
- ✓ Client's Mail will comply with all applicable USPS laws, rules, and regulations, including but not limited to, mail piece design, NCOA, CASS, Move Update, and Full Service Intelligent Mail, and Client will complete applicable forms. If PBPS is to apply the Intelligent Mail Barcode, the mail piece must have a clear zone as specified by the USPS and the paper must not be glossy. Additional detailed information about requirements is available from PBPS and USPS. Client will promptly reimburse PBPS for any penalties, discount forfeitures and postage assessments issued by the USPS as a result of Client's improperly prepared mail, including but not limited to issues of address quality, improper identification of By/For or nonprofit mailer authorization, Move Update certification of compliance, weight, failure to leave a clear zone and non-compliant pre-printed barcodes.
- ✓ PBPS will sort and submit Client mail to the United States Postal Service<sup>®</sup> ("USPS<sup>®</sup>") in accordance with accepted presort mail processing industry standards. PBPS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO OUR PERFORMANCE. PBPS may move Client mail between PBPS Operating Centers. Transportation and drop ship services may be performed by third party licensed commercial carriers selected by PBPS.
- ✓ PBPS will invoice Client and Client will pay the invoice within 30 days or as otherwise noted in Client's Mail Services Agreement. Client will meter its mail, or pay for postage on its permit indicia mail or mail metered by PBPS in advance of mailing, and at the appropriate USPS discount rate as instructed by PBPS. Client will be charged the agreed upon pricing regardless of whether the actual postage qualification rates for Client's mail are higher or lower than the USPS discount rates metered on the mail or billed for permit mail.
- ✓ In the event the USPS adopts new/revised postal regulations, procedures, rates, or incentives, that directly affect the cost of provision of the Services, PBPS may modify or terminate Services.
- ✓ PBPS MAXIMUM LIABILITY RELATED TO THE SERVICES IS LIMITED TO AN AMOUNT EQUAL TO THE REASONABLE COST TO RECREATE THE AFFECTED MAIL PIECES, BUT NOT TO EXCEED \$0.50 PER PIECE OF MAIL AND IN NO EVENT SHALL SUCH LIABILITY EXCEED THE LIMITS OF ANY APPLICABLE INSURANCE CARRIED BY PBPS. PBPS WILL NOT BE LIABLE TO CLIENT OR ANY CUSTOMER OF CLIENT FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR STATUTORY DAMAGES OF ANY KIND WHATSOEVER.
- ✓ PBPS shall not be responsible for any delay or failure in performance, or incur any liability for the loss of any postage savings or other damages caused by circumstances beyond PBPS' reasonable control, including but not limited to natural disasters, severe weather, utility disruption or communication failures.