



DIRECT MARKETING SERVICES

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## **MAILING & FULFILLMENT SERVICE ASSOCIATION** **TRADE CUSTOMS — GENERAL**

**1. QUOTATIONS:** Subject to acceptance within 30 days. Quotations are based on the cost of services, labor and materials on the date of the quote. If changes occur in cost of materials, labor, or other costs prior to acceptance, or if the customer requires changes in the mailing 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 or deliveries 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 the mailer 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 mailing requires advance scheduling of equipment and labor which often cannot be replaced by other jobs, the mailer reserves the right to assess a cancellation fee to reflect the opportunity cost associated with a job being canceled.

**3. ALTERATIONS/SPECIFICATIONS:** Prices quoted herein are based upon the mailer's understanding of the client specifications submitted. If there is a change in specifications or instructions to the original quotation and these changes result in additional costs, the work performed will be billed at the current or minimum rates, and the mailing date 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 or mailed and understood by the mailer at the time the work was started.

**5. POSTAGE:** Quotations do not include postage. The mailer will notify the customer in writing or by e-mail of the required postage as soon as this amount is known and will notify the customer of the date when the postage is needed in order to complete the mailing prior to the agreed upon mailing date. While the mailer will make every effort to provide the customer with an accurate estimate of required postage, the mailer is not responsible for additional postage charges if the rate of postage changes due to the design of the mail piece. Payment of postage in advance is required on all orders and is the responsibility of the customer. The mailer reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. The customer will provide the postage payment in adequate time for the mailer to complete the mailing prior to the previously agreed upon mail date.

**6. ACCEPTANCE OF ORDER:** The mailer may refuse at any time to mail any copy, photographs or illustrations of any kind that in the mailer'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 the

mailer's sole judgement is an infringement on a trademark, or trade name, or service mark, or copyright belonging to others.

The customer will defend and hold the mailer harmless in any suit or court action brought against the mailer by others for alleged damages, costs, expenses (including reasonable attorney's fees), liabilities or losses resulting from circumstances where the mailer, 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 in the mailer's sole judgment is an infringement on a trademark, trade name, service mark, or copyright belonging to others, or in a suit or court action brought against the mailer for actions of the customer's employees which may occur as a result of any mailing.

**7. MAILING LISTS:** Customer's mailing list(s) in the mailer's possession, for storage or otherwise, is the exclusive property of the customer and shall be used only at the customer's instructions. The mailer shall provide reasonable and prudent protection against the loss of a customer's list, in much the same manner that the customer would itself. This includes adequate backup procedures for all files and programs. The mailer shall pay for the cost of replacing such lists in the event of systems failure, loss by fire, vandalism, theft, or other such causes (excluding destruction of the list due to customer's negligence or willful misconduct), provided that the customer has a duplicate list or has the source material from which the list was compiled, and then only to the extent of the costs involved in replacing the lost list. The mailer shall not be liable for compiling such lists nor for an intangible or special value attached thereto.

The mailer 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:** The mailer 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.

The mailer 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 information. When performing mailings for not-for-profit customers, the mailer 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.

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, the mailer cannot accept responsibility for shortages of material as a result of normal spoilage in processing. 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.

Printer delivery tickets 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 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. The mailer will apply a surcharge for any rework necessary for materials received not meeting these specifications.

Mailers accept printers' count until processing and assume no responsibility for shortages discovered at that time. Additional charges will apply if customer requires the mailer to verify printer's counts prior to processing. Customer is expected to provide mailer with sufficient inventory or adequate sources of supply to meet anticipated demand. Cost for backorders, 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 the mailer only if clearance is obtained in advance, and a service charge will be added to the actual freight charges. Mailer 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. Because of this, the mailer is held harmless for acts not of its doing that create losses. It is the responsibility of the mailer 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 agreement or by separate insurance rider and premium. In such instances, the liability for losses will be limited to the agreed upon insurance amount.

**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 or additional charges will be billed.

**10 INSERTING SEQUENCE:** Effort will be made to insert material in the sequence and facing the direction the customer requests, 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 the mailer, in advance of the job, the disposition of overs. Overs may be returned to the customer, stored or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at the mailer's option and without liability to the mailer, 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:** Mailer 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, mailers have 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. The 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 the mailer'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 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. ERRORS IN MAILING:** Mailer shall be liable only to the extent of remailing a correction or corrected job as soon as possible to rectify the mistake. Damages shall be limited to the value of the work performed. In no case is the mailer liable for loss of business; incidental or consequential damages; or costs in excess of billing for services related to the specific job.

**14. DELINQUENT INVOICES:** If money is owed the mailer, the mailer may, at his option, withhold future mailings 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 the mailer, terms are net with interest as allowed by law applied to delinquent invoices. Customers are responsible for any related collection costs, legal fees and interest.

**15. BROKER/AD AGENCY/RESELLER:** When contracting with an intermediary such as a broker, ad agency or reseller for work on behalf of their clients, the mailer 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.

**16. 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 the mailer 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 the mailer for any additional taxes paid by the mailer.

*MFSA has issued trade customs for the mailing industry for more than 70 years.*

**As revised by the Board of Directors January 2000**