

## **LIMITATION OF LIABILITY**

Original Impressions. (hereafter "OI") and the customer agree that the daily aggregate of all pieces of mail and other items given to OI for delivery to the United States Postal Service, have and will have an aggregate liability value of less than \$100.00. [In the event of any loss, damage, delay or improper handling of items given by Customer to OI, OI's maximum aggregate liability to Customer and/or to third parties shall not be more than \$100.00.] All claims for loss, damages, delay or improper handling must be made within 30 days of delivery of the item to OI, or such claim shall be null and void. In the event of any claim for liability against OI by a third party, Customer agrees to hold OI harmless against any such claim (including attorney's fee before suit and at all levels of court), irrespective of the cause of such third party's loss.

The Customer is aware that the Daily Count Sheets provided by OI are primarily for the Customer's internal controls. OI will process mail according to the Customer's flags. When OI's metering services are utilized, OI will apply postage according to Customer's flags and OI's equipment will determine the number of pieces and the amount of postage billed, allowing a variance of 20%. Postage will be billed at a variety of postage rates (Automation First-Class Presort, Non-Automation First Class Presort, Standard Mail Rates, Full Postage, etc...) depending on Customer Flags, Address Quality, Operational Deadlines, and whether the mail is directed to a National or Florida address. If the Customer chooses not to provide OI with a separate daily count for flats/parcels/etc. (1oz-70lbs) then OI will periodically analyze the Customer's mail and set proper percentages for billing. OI will bill from counts taken either from the Daily Count Sheets or OI's equipment (Meter, OCR, Inserter, etc...). The Percentage qualification for barcode, presort, encoding & flats are based on an initial computer analysis from which proper percentages are entered for billing.

The Customer is aware that for any Direct Mailing the initial proposal/estimate is based upon the number of pieces estimated by the Customer and actual charges may vary depending upon the number of actual pieces processed. Any excess pieces held longer than 30 days after the job is completed will be discarded. There may be a charge to return excess materials. OI is not responsible for any response rates.