

Online Label Printing Terms and Conditions

SECTION I

The purpose of this agreement is to establish the proceedings for the pick up, movement, and delivery by TBS Couriers, Inc ("TBS") of property for the Customer at the locations, times and for the rates of compensation as shown in Schedule "A" contained herein

SECTION II

(a) The word "property" is limited to time-critical paperwork, business records and other items of similar nature. Items not included and not limited to are stocks, bonds, bond coupons, negotiables, securities, coin, currency, jewelry, gems, art work, furs, lottery tickets, other similar tickets, precious metals, and other items of similar nature. (b) The word "shipment" refers to the total property received from or destined to one or more location(s) branch or facility. (c) Customer understands that TBS Drop Boxes may be installed at Customer location(s) by TBS for the purpose of completing' shipments of property, and that such Drop Boxes may be used by other customers of TBS for the purpose of depositing envelopes for their shipment. (d) Holidays require special service arrangements and therefore Customer must decline service, or service will be provided and Customer will be charged a special billing for those days on which service is performed as set forth on Schedule "A" for the following days: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Admission Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and/or any other legal observance of a holiday. When a holiday falls on Sunday, the following Monday shall constitute the holiday. When a holiday falls on a Saturday, the preceding Friday shall constitute the holiday. Notification of holiday service schedules will be provided in advance by TBS.

SECTION III

(a) Except as provided below, TBS hereby indemnifies Customer against any and all losses or damages sustained from injuries to any third parties entering upon customer's premises for the purposes of depositing or receiving their property from any TBS Drop Boxes, except that such indemnification shall in no event exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000). (1) TBS's indemnification does not extend to third parties in the event they sustain loss or damage not as the result of an act or omission to act of TBS. (2) TBS's indemnification does not extend to Customer or other third parties in the event Customer or third party is negligent. (b) TBS shall not be liable for loss, damage or delay caused by or resulting from any government or sovereign power, for delays or losses caused by adverse weather conditions, perils of air, acts of public enemies, civil commotions, strikes, riots, acts of God, or any other causes beyond TBS's control including, without limitation, accidents on roadways, plane crash, or embargo. (c) TBS shall not be held liable for delays or losses caused by changes in airline scheduling which may affect the service as outlined and set forth in the attached Schedule A. (d) TBS is not liable for any act or omission outside the control of TBS including, without limitation, the sender or receiver of the shipment, government officials, e-services, or the postal service, another TBS or other similar party who TBS contracts to deliver the property to destinations TBS does not deliver. (e) TBS shall not be held liable for illegal acts of third parties. (f) TBS shall not be liable for electrical or magnetic damage to or erasure of electronic or photographic images or recordings. (g) Except as provided in (a) above, TBS's liability for loss or damaged shipment is limited to the lowest of the following three (3) amounts: (i) \$25.00; (ii) the actual amount of the loss or damage; or (iii) the actual value of the document or parcel which comprises the property, which actual value does not include any commercial, utility or special value to the Customer or any other person. Customer is responsible for proving the actual loss or damage. It is further understood and agreed that under no circumstances shall TBS and/or TBS's insurance company be responsible or liable for any special, incidental or consequential damages, including but not limited to loss of sales, income, interest, profits, attorney's fees and other costs resulting from loss, delay, non-delivery or damage to shipment. (h) TBS will make every effort to deliver Customer's shipment according to TBS's regular delivery schedules. However, TBS is not liable for any delays even if such delays are the fault of TBS including, without limitation delays in picking up a shipment, transporting a shipment or delivery a shipment. (i) In the unusual event of delayed service due to causes as set forth in subparagraph (b), (c), (d), (e), (f) or (h) above, upon being informed by TBS of such delay, it shall be the responsibility of Customer to notify TBS that such delayed work is desired prior to the next regularly scheduled delivery time and it shall further be the responsibility of customer to pay such additional charges as necessary.

SECTION IV

(a) Customer agrees to pay TBS in advance each month for the service(s) indicated herein, plus any amounts for extra services that Customer may request. (b) Government credit regulations require payment within 14 working days after presentation of billing. Any billing problems should be addressed to TBS immediately by Customer. Upon payment, all billing will be considered to have been approved and accepted by Customer as correct. A service charge using a monthly periodic rate of 2% may be charged on all bills unpaid after 30 days. (c) Customer agrees to have all property in securely fastened TBS pouches or TBS envelopes indicating proper delivery address. The use of altered or changed TBS address (flip) cards or TBS envelopes may cause loss or delay requiring special handling and associated charges. (d) TBS reserves the right to bill Customer for extra charges should Customer request service outside its existing route structure upon proof by TBS that Customer's request has necessitated such a change. (e) Customer agrees that due to future uncertainties of fuel supplies and cost fluctuations, TBS may have to institute a fuel surcharge in addition to the costs set forth herein. Such charges will be based on prevailing conditions at the time. (f) Customer and TBS agree that additional services, or changes to service set forth herein, shall be performed pursuant to the provisions, terms and conditions of the Contract, unless a separate contract is agreed to by Customer and TBS.

SECTION V

(a) Customer may terminate this agreement upon thirty (30) days written notice of continued poor service, other than causes under SECTION III, by delivery or mailing by first class mail, the notice to TBS, or by mutual assent of TBS and Customer. TBS reserves the right to remove all TBS Drop Boxes after termination of service. (b) TBS and Customer hereby agree that in the event any cause of action is brought by either party to this Agreement against the other to enforce this Agreement, for monies owed under it or for the breach of any of its terms, the prevailing party will be, and is, entitled to recover all costs of the suit incurred therein, including but not limited to attorney's fees, as decreed by a court of competent jurisdiction.

SECTION VI

(a) Monday-Friday pre noon delivery to business addresses. (b) Customer must use original TBS Overnight Express packaging and bill of lading for all shipments. (c) Limited residential deliveries in metropolitan areas can be made by prior arrangements. (d) Signature not required for residential delivery. (e) Liability is limited to \$25.00 per envelope. (f) Shipping and Handling fee applied to each supply order. (g) Payment terms are net 14 days. (h) Prices are subject to change. (i) 1.5% security surcharge and 7.8% fuel surcharge added to invoice. (j) Classic Overnight Service subject to excess weight charges @ \$1.35/lb. (k) This will act as a contract and cover a series of shipments. (l) Box installation fee \$73.92. (m) For general information or box locations and pick-up times, please call our Customer Service department @ 800-992-8890