

U.S. MAIL SUPPLY, INC. TERMS & CONDITIONS

Last updated on July 30, 2015

Company Contact Information

U.S. Mail Supply, Inc.
3065 N. 124th Street
Brookfield, WI 53005
Phone: 800-571-0147 / 262-782-6510
Fax: 800-589-1068 / 262-782-6788
Email: info@usmailsupply.com
Web site: www.usmailsupply.com

US Mail Supply Sales & Customer Service Hours

Our normal business hours are Monday through Friday from 8am to 4pm Central Time. We are closed evenings, weekends and holidays. Due to weather emergencies, company-wide training or events, or other unforeseen circumstances our business hours may change from time to time.

Limitations of Liability

In no event shall U.S. Mail Supply, Inc., or any of its subsidiaries or affiliates be liable for any indirect, special, incidental or consequential damages, including but not limited to loss of use, loss of data, loss of business or profits. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. U.S. Mail Supply, Inc. is also not liable or responsible for any physical injuries which might result from use of any of our products or manufacturer's products.

Prices

Prices are subject to change without notice and do not include applicable sales taxes. All prices are in U.S. dollars. Minimum order amount is \$25.00. U.S. Mail Supply, Inc. is not responsible for typographical price or product information errors on our website.

Sales Taxes

U.S. Mail Supply, Inc. is currently required to collect local sales taxes FOR ALL PRODUCTS shipping to California, Florida and Wisconsin.

Due to tax “nexus” issues with some of our manufacturer partners, we are also obligated to collect sales taxes FOR SELECTED PRODUCTS shipping to Illinois, Minnesota and Missouri.

If you are a federal, state, county or local government agency or other business entity that is exempt from paying local sales taxes we may require that you submit to us a copy of your tax exempt certificate when ordering. Failure to provide valid certificate of your tax exempt status will require us to charge the appropriate sales taxes on your order.

Please call our Customer Service Staff with any questions regarding the specific sales tax requirements for your order.

Order Lead-times

Many of our products are in stock and ready to ship within 1-3 business days. Other products are made-to-order (or custom), or may be temporarily out of stock and therefore will require a longer period of time to ship. Please ask your Customer Service Representative or call us at 800-571-0147 with any questions on lead times.

Warranty Limitations

The limited warranty for any product sold by U.S. Mail Supply, Inc. is included in the documentation accompanying the product as provided by that product’s manufacturer. Except as specifically set forth therein, U.S. Mail Supply, Inc. makes no warranties, express or implied, and disclaims all other warranties including, without limitation, implied warranties of merchantability, fitness for a particular purpose, warranty relating to Year 2000 compliance, and conformity to models or samples. Some states do not allow limitations on implied warranties so these limitations might not apply to you. The warranties set forth herein give you specific legal rights and you may have other rights that vary from state to state. All questions regarding the warranty available on a product that you are purchasing should be referred to your sales person prior to ordering. A copy of the manufacturer’s written limited warranty is available upon request. U.S. Mail Supply, Inc. does not offer extended or enhanced warranty plans.

Payment Terms

U.S. Mail Supply, Inc. accepts all major credit/debit cards, including VISA, Master Card, American Express, & Discover. We also accept payment by hard copy check; electronic funds transfer (EFT) and wire transfer. At this time we do not offer “check by phone” payment terms. Under no circumstances does U.S. Mail Supply, Inc. accept cash or payment by C.O.D.

Payment must be prepaid with new customers and with custom orders. Open accounts (or Net 30-day terms) for orders over \$500 can be established upon credit approval after first time orders. Credit is selectively granted to businesses, federal, state or local government agencies, military entities and housing authorities only. We do not offer credit to individuals, clubs, home owner associations, land owner associations or condominium associations. The extension of credit to any customer is at the sole discretion of U.S. Mail Supply, Inc.

For open accounts (Net 30 day terms only) invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. Under no circumstances will U.S. Mail Supply, Inc. accept payment terms of a longer duration than Net 30 days (i.e. Net 45, Net 60, etc.).

Some products that we sell are custom made-to-order and as such are non-returnable, and therefore under all circumstances will require payment in full up front.

Orders are not binding upon U.S. Mail Supply, Inc. until accepted by us. Any quotations given by U.S. Mail Supply, Inc. will be valid for the period of time as stated on the quotation. Customer agrees to pay interest on past-due sums at the highest interest rate allowed by law.

USPS Postal Approval

Not all of the products sold by U.S. Mail Supply, Inc. are **approved for direct mail delivery by the U.S. Postal Service**. Items on this web site and in our product literature that are USPS Approved are clearly indicated as such. Items shown as “Private Use” or “Private Distribution” that are not specifically designated as being USPS Approved are typically not USPS Approved. Further, even if a product is advertised as being USPS Approved, it does not always mean that it is approved for your specific application. Some mailbox styles, such as USPS- 4B+ compliant horizontal or vertical mailboxes for example, are only approved for replacement purposes.

It is the customer’s sole responsibility to contact the local Postal officials that are responsible for servicing their mailbox, usually the Postmaster, **PRIOR TO ORDERING**, to make sure that both the mailbox being ordered and the proposed location meet with the local Post Office’s approval. Neither U.S. Mail Supply, Inc., nor the manufacturers, offers any express or implied warranty regarding suitability of our products for a specific application. Further, U.S. Mail Supply, Inc. does not accept returns on products that are found to be unacceptable to the local Postal officials after the product has been ordered.

If you have questions regarding the suitability of one of our products for USPS mail delivery we strongly suggest calling U.S. Mail Supply, Inc. Customer Service or your

local Post Office. U.S. Mail Supply, Inc. is not responsible for communication problems that may occur between the customer and USPS personnel.

Shipping

Separate charges for shipping and handling will be shown on the U.S. Mail Supply, Inc. Invoice. Normally our price quotes will include shipping charges. All orders ship F.O.B. Factory, at the customer's expense, unless otherwise quoted or specified by U.S. Mail Supply, Inc. It is standard policy that all orders will ship via the most economical and efficient method and carrier. If applicable, orders of a smaller size and/or weight will ship via UPS Ground or FedEx Ground.

Certain orders will need to ship by common carrier (motor freight), often on a pallet, due to the weight and/or size, as well as to guard against freight damage. The factory's Shipping/Traffic Department will choose the best shipping method unless otherwise requested.

Neither a specific shipment date nor delivery date can be guaranteed due to possible material shortages, accidents, strikes, governmental regulations, labor strikes, acts of god, including weather or natural disasters, and other factors and conditions beyond our control.

We reserve the right to withhold shipment of orders to customers whose account is past due.

Free Shipping— On occasion we may be able to offer free shipping of certain products as a part of special promotions or for volume purchases. Unless otherwise noted, the customer will be responsible for paying all shipping charges.

For all orders that are required to ship via motor freight (not UPS Ground or Fed Ex Ground), unless the customer has a loading dock or fork lift to off load the product from the back of a semi truck, Lift Gate service is required. Often there is an upcharge for Lift Gate service, pre-delivery phone notification by the Freight Company or Inside Delivery. When taking your order the U.S. Mail Supply, Inc. Customer Service representative will inquire as to your delivery requirements so that they may accurately determine what your shipping charges will be.

It is the customer's responsibility to accurately convey to us at the time of order the complete ship-to address, including a contact person's name and phone number, and what delivery services are required prior to ordering. Any changes or additions to the required delivery services, including but not limited to the addition of lift gate service, pre-delivery notification, inside delivery, or re-consignment (changing the delivery address

after the order has shipped) will result in the customer being billed the full cost of these additional services.

International shipments– U.S. Mail Supply, Inc. does not ship directly outside of the United States. For orders with a final destination outside of the United States, including but not limited to Canada, Mexico, Europe, Asia and the Middle East, the customer is responsible for providing a freight forwarding company located in the United States to whom we can ship. The customer is then responsible for any shipping costs from the freight forwarder to the final overseas destination. U.S. Mail Supply is not responsible for any freight damage or shortages discovered after the shipment has been received, inspected and signed for by the freight forwarder. All orders destined for final delivery outside of the United States require payment in full up front and are non-returnable for any reason. There are no exceptions to this policy.

Shipping on a customer's account– from time to time a customer may wish to use a shipping company of their own choosing, and pay for it on their own account number. U.S. Mail Supply, Inc. does its best to accommodate these requests, however some of our warehouses do not allow this practice. Therefore, please advise your U.S. Mail Supply representative as soon as possible if you wish to use your own shipping arrangements. If a customer has their order shipped via their own shipping company on their account, U.S. Mail Supply, Inc. is not responsible for any shortages or freight damage that may occur in transit and it is the customer's responsibility to submit their own claim with the freight company.

Freight Damage & Shortages

In very rare instances a shipment will be received by the customer that is shorted on the number of cartons they were supposed to receive or there is damage to the product that occurred in transit. U.S. Mail Supply, Inc. always strives to rectify these situations as quickly as possible to the customer's satisfaction. The key to resolving any issues with shortages or damage is communication. In short, once a problem is discovered it is imperative that the customer contact U.S. Mail Supply immediately so that we can resolve the problem as quickly as possible. We can only solve the problem if we know about it!

There are extensive quality control measures in place at our manufacturing facilities that insure shipments go out complete with all of the required parts and components, and in new workable condition. In rare cases problems will occur in transit that result in damage, or a carton may get lost, or an order that leaves the factory as one shipment will get split up by the freight company into two shipments. While rare, these situations do arise from time to time. So if you have a question or issue with a shipment or delivery, our customer service staff is here to help you.

Customer Obligations- It is the sole responsibility of the customer to closely count and inspect merchandise immediately upon delivery– **PREFERABLY BEFORE THE DELIVERY DRIVER HAS LEFT.** The customer is responsible for confirming that the number of cartons being received corresponds with the number of cartons shown on the shipping documents that you will be asked to sign. Any shortages must be noted with the delivery driver and on the shipping documents. All cartons must also be inspected by the customer upon receipt for any damage. If there is any apparent damage it should be brought to the attention of the delivery driver and noted on the delivery receipt. If any cartons are damaged severely enough that the product cannot be easily repaired or the condition of the product is unacceptable to the customer, then the customer should refuse delivery of the **DAMAGED** product. Any un-damaged product should be still be accepted by the customer.

If, after delivery, concealed damage, shortages, or missing parts or components are discovered, it is also important that you contact U.S. Mail Supply, Inc. immediately so that we may rectify the problem.

Once the bill of lading has been signed and damage was not listed, it is likely you have waived your rights to file a freight claim. It is our recommendation that you sign all bills of lading "Subject to Inspection". This will help preserve your freight claim rights. Each carrier has different times before which a freight claim must be filed. **Please note:** All original packaging, including outer carton, inner packaging, corner guards, etc., must be retained to file a freight claim. Without this the carrier will deny the claim.

If, upon delivery, either a shortage or freight damage is found, it is important that you contact U.S. Mail Supply, Inc. customer service immediately so that we may arrange to replace the missing or damaged items and begin the claim process with the factory and freight company. You should not contact the factory directly, as U.S. Mail Supply, Inc. should be your contact for all customer service issues.

Regardless of the shortage or damage, the customer must report it to U.S. Mail Supply, Inc. **WITHIN 7 DAYS OF DELIVERY.** This means that **WITHIN 7 DAYS OF DELIVERY** all cartons must be opened and inspected carefully, and all shortages or concealed damage reported to U.S. Mail Supply, Inc. so that we can file the appropriate claim with the freight company and/or factory to obtain the appropriate credit. Neither U.S. Mail Supply, Inc., the factory nor the freight company are responsible for shortages or damage reported after 7 days of delivery.

If you discover damaged product after delivery, we may ask you to forward digital photographs illustrating the damage to us. Having photographic evidence of the damage will assist us in expediting the damage claim and replacement of the product in question. We realize that this is an inconvenience to you, but it is a requirement of the freight companies quite often, so your assistance with this process is appreciated.

Once the product leaves any of our warehouses it becomes the property of the customer.

Quotations & Bid Invitations

Unless otherwise specified, individual quotations are valid for thirty (30) days. U.S. Mail Supply, Inc. reserves the right to alter a quotation at any time and for any reason. U.S. Mail Supply, Inc. will not be held responsible for any discrepancies overlooked during the customer's review process. U.S. Mail Supply, Inc. also reserves the right to decline an order, in whole or in part, for any reason.

Quotation Requests– Normally we can fulfill quotation requests within one business day. Large or custom quotations may take longer to complete, particularly those requiring information or a freight quote from the manufacturer. We strive to complete customer quotation requests as expeditiously as possible. Often it is necessary for us to speak with the customer to review the specific requirements for a project, so we are reliant upon the customer to take the time necessary to provide the information needed for us to provide as accurate and complete a quotation as possible. Your cooperation is appreciated.

Bid Invitations– U.S. Mail Supply, Inc. receives dozens of formal Invitations to Bid on projects every week. We do our best to review every invitation and provide proposals to as many of them as is possible. However, often the Specifications and Plan drawings that are provided are inadequate, incomplete or conflicting– or we are unable to find in a reasonable amount of time the information needed for us to intelligently complete a Bid. In these cases we will either request more information or decline to bid. Our time and resources are limited, so we can only respond to Bid Invitations that provide us with as much clear and concise information as possible. Therefore, to insure a timely and accurate response to your Invitation we request that when forwarding an Invitation to Bid to us you provide the Specifications and Plan drawings that are specific to the mailboxes, postal specialties, mailroom equipment, lockers, etc. (typically “Division 10550”), for which you are seeking a Bid.

Quotation requests and Invitations to Bid may be sent via Email to info@usmailsupply.com or by fax to 800-589-1068

Product Information, Literature, Installation Instructions, Documentation, Etc.

From time to time customers may request product information, such as product data sheets, installation instructions, copies of warranties, care & cleaning instructions, maintenance manuals, material safety data sheets, and other literature from us. U.S. Mail Supply, Inc. is happy to provide “soft” copies of this information to the customer via Email, or we can also provide links to the information on our web site, or in many cases

the manufacturer's web site. The customer may then view, download or print this product literature themselves.

Due to material and labor costs involved in printing, U.S. Mail Supply does not provide hard copies of any product literature or documentation to customers.

U.S. Mail Supply can only provide the product literature or documentation that is provided by the manufacturer which, depending on the product and manufacturer, can be extremely limited. U.S. Mail Supply does not publish or provide our own product literature other than that which is contained in our standard catalogs and brochures or on the www.usmailsupply.com web site.

If you require more information on a product, please call our Customer Service staff at 800-571-0147 and we will try our best to accommodate your documentation needs.

Installation/Assembly

With some of our products and equipment, installation or assembly is required. This is not a service that we provide or are responsible for. Most installations or assemblies are very easy and simplistic, while other installations are more involved. Please consult with customer service on this issue prior to ordering.

Contact utility companies before digging. For products that utilize a USPS control lock, customers should contact their local Post Office to get the lock installed. For products that require build outs or modifications to existing structures we recommend that you have the product on hand before starting such work. Framing materials and fasteners are to be supplied by the customer.

Cancellations

All orders are considered a firm order after they are placed with us and cannot be canceled without our approval. Customer is responsible for all materials invoiced. If you need to cancel an order, call U.S. Mail Supply, Inc. customer service immediately. If the product has already shipped, or a custom order is in production, we may not be able to fulfill your cancellation request. Pending custom orders also cannot be canceled and will not be accepted for return, exchange or refund.

Returns

U.S. Mail Supply, Inc. has an exhaustive 60-day training program that all Sales and Customer Service personnel must complete prior to being allowed to work directly with customers. Our sales staff spends more time, on average, in consultation with customers prior to an order being placed than anyone in our industry. The purpose of this extensive

up front consultation is to insure that the customer has the best possible understanding of the product they are ordering, and that all of their questions and concerns are answered. Therefore, it is very rare for a customer to return an item they have ordered.

Returns are extremely expensive for all involved, including the customer, the manufacturer and U.S. Mail Supply, Inc. Therefore it is incumbent upon the customer to perform their due diligence prior to ordering to make sure that the product they are ordering will meet their needs. This may mean thoroughly reviewing any quotes, product literature, shop drawings, color choices (including color samples), door identification, engraving, installation guidelines and, where applicable, the requirements of their local U.S. Postal Service officials.

Under no circumstances will U.S. Mail Supply, Inc. accept returns on mailboxes or other postal products that are intended for USPS mail delivery or pick-up solely because their local Post Office does not approve them. Our sales staff always advises our customers to review the proposed mailboxes/postal products with their local Postmaster PRIOR to ordering to obtain their approval. If a customer tells us that they do not wish to obtain the approval of their local Post Office prior to ordering, U.S. Mail Supply, Inc. may, at our discretion, decline to accept the customer's order. It is solely the responsibility of the customer to contact the appropriate local Postal officials to review their proposed mailbox/postal product solution and to obtain their approval prior to ordering. However, if your local Postal Officials have questions regarding a mailbox or other product being ordered the customer should feel free to have them call our Customer Service Staff.

No returns will be accepted without a Return Authorization Number from U.S. Mail Supply, Inc. Please call the customer service department with your return request. If we agree to accept the return, the Customer Service department will provide you with a Return Authorization Number as well as any return instructions, including the return address. Depending on the product and circumstances, U.S. Mail Supply, Inc. will either have you arrange to ship the product back to the factory yourself, or in some cases we may arrange for a pick-up. If the customer is arranging to ship the return themselves, they should use a shipping company that allows tracking of the shipment while in transit, and all return shipments should be insured.

Neither U.S. Mail Supply, Inc., nor our manufacturer partners or warehouses are responsible for the return shipment until it is received by the designated return facility, unless we are paying the return freight charges.

If the product that we shipped is the correct product that you ordered and is not defective, the customer will be obligated to pay return shipping charges and they will forfeit the original actual shipping charges whether or not the client received any free shipping discounts as part of the original order. Depending on the product and the manufacturer,

the customer may also be required to pay a re-stocking fee that can range from 10%-50% of the cost of the product.

Some products are non-returnable under any circumstances. Non-returnable products include, but are not limited to:

- Custom products
- Made-to-order products
- Special Order products
- Older style, non-current mailboxes, including Neighborhood Delivery & Collection Box Units (NDCBU's), Vertical mailboxes, 4B+ compliant Horizontal Mailboxes
- All mailbox parts including, but not limited to replacement locks, doors, hinge rods & pins, keys and key blanks
- Custom numbered products

All materials being returned must be in good resalable condition and in the original packaging. Under no circumstances will we accept returns of products not contained in their original packaging materials.

We will only issue a credit to the customer AFTER the return has been received by the return facility and is inspected and deemed to be in the original packaging and in good resalable condition, and after we have received the credit from the manufacturer.

U.S. Mail Supply, Inc. will only issue the credit for a return (less applicable original outbound or return freight charges and/or re-stocking fees) to the original paying customer, and in the same method by which the order was originally paid. Therefore, a credit will be issued to the customer in the form of a check if the original order was paid by check. If the original order was paid by credit card, a credit will be issued to the credit card originally used for payment.

Under no circumstances are returns to be sent to the U.S. Mail Supply, Inc. offices in Brookfield, WI, unless specifically instructed to do so. Unless the customer was instructed to ship the returned product to our offices, the shipment will be refused and returned to the customer at the customer's expense.

Any products returned to the manufacturer without a prior Return Authorization will also be refused and returned to the customer at their expense.

U.S. Mail Supply, Inc. will not accept any returns after 30 days from the delivery date.

These Terms and Conditions may be amended at our discretion at any time.

Privacy Policy

Internet Orders and Sales

What information do we collect?

U.S. Mail Supply only collects information provided by you, the website user, when you place an order for our products or services, register on our site or create a member account, subscribe to a catalog, or fill out contact forms. Information collected through these methods include: name, company name, email address, mailing address, phone number, or credit card information and billing address.

Any information collected from you while using our website may be used to: personalize your experience on our site, improve our website, improve customer service, or to process transactions. The information collected, whether private or public, will not be given, sold, exchanged, or transferred for any reason to another company or person without your consent, other than for the purpose of delivering the products or services purchased. The email you provide during purchase will only be used to update you on information regarding your order.

Website Security Methods

Protecting your information is extremely important to us. That is why U.S. Mail Supply, Inc. uses the latest industry standard technology. This same technology is used by some of the leading internet commerce companies. When you make a purchase from the www.usmailsupply.com web site, the information that you transmit to us travels through a secure server along a secure socket layer (SSL) so that it cannot be read in transit. SSL technology is the most advanced security measure available. All of the information that you provide, including your name, address, telephone number, and credit card information is immediately converted to code and is not decoded until it reaches the U.S. Mail Supply, Inc. secure server.

If you are unable to connect to our secure server or would rather order by phone, please call us at 1-800-571-0147.

Orders that are submitted on the www.usmailsupply.com web site ARE NOT automatically processed against the customer's credit card, nor are they automatically processed with our factory/warehouse facilities.

When an order is submitted by the customer, U.S. Mail Supply, Inc. Customer Service is notified electronically within minutes. Customer Service will then review the order and calculate the shipping charges and/or sales taxes (if applicable) that will be added to the

total order amount. Our Customer Service representative will then call the customer to review the order details and provide the shipping charges and/or sales tax amounts that will be added to the order. Upon obtaining the customer's approval the order will be processed with the factory and we will then charge the credit card for the total order amount at that time. Internet orders will NOT be processed with the factory/warehouse, nor will the credit card payment be processed until we have VERBALLY reviewed all order details and order charges with the customer. We apologize, but for security reasons we are not able to confirm orders with the customer via Email or fax.

Therefore, it is imperative that the customer provide the phone number where they can readily reached when completing the billing and ship-to information while submitting the order. U.S. Mail Supply, Inc. is not responsible for delays in processing your order with the factory that are due to delays in the customer responding to us.

Web Hosting Service Contact Information

iNET Web, 1430 East Moreland Boulevard, Waukesha, WI 53186