

Print Bind Ship and the Customer are sometimes referred to individually as a "Party" and together as "Parties".

WHEREAS, the Customer requires third party logistics management services to provide the storage space, materials handling facilities and personnel necessary for the receipt, storage, and delivery of the Merchandise (as defined below) of Customer, such services including but not limited to printing, warehousing, order fulfillment, distribution, consolidation, kitting and other value added services; and

WHEREAS, Print Bind Ship provides various services including "direct-to-consumer" order processing and fulfillment services, pursuant to which Print Bind Ship produces, picks, packs, and ships Goods to the Customer's customers under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Merchandise Ownership

1.1. For the purposes of this Agreement, "Merchandise" means all goods or products provided by the Customer to Print Bind Ship for sale or delivery to the Customer's customers pursuant to this Agreement, including but not limited to goods or products that may be produced by Print Bind Ship for the Customer. The Customer shall retain ownership of all Merchandise covered by this Agreement and risk of loss at all times. Legal title to the Merchandise remains with the Customer until the Merchandise is shipped for delivery to the Customer's customer.

1.2. Print Bind Ship makes no claim of ownership of the Merchandise and shall act only as the Customer's independent contractor for the purposes of order processing, warehousing, distribution, and customer service for Merchandise, even for such Merchandise as was produced by Print Bind Ship for the Customer.

1.3. The Customer's orders for the Merchandise are with the Customer. The Customer, not Print Bind Ship, is the seller of the Merchandise.

1.4. Print Bind Ship shall have a lien on the Merchandise at Print Bind Ship's facility as security for the payment of charges owed to Print Bind Ship in relation to this Agreement. If the

Customer owes charges to Print Bind Ship for services provided by Print Bind Ship to the Customer, Print Bind Ship shall have the right to sell any Merchandise stored in Print Bind Ship's facility in enforcement of its lien, in accordance with applicable laws.

2. Acceptance of Merchandise by Print Bind Ship

2.1. During the term of this Agreement, and any extensions or renewals thereof, Mel Printing agrees to provide for the Customer certain warehousing facilities and services described in this Agreement and the associated Statement of Work ("SOW") that is made a part hereof, and to accept such goods described in the SOW as from time to time may be tendered by the Customer.

2.2. Customer agrees not to ship goods to Print Bind Ship as the named consignee. If, in

violation of this Agreement, goods are shipped to Print Bind Ship as named consignee, Customer agrees to notify carrier in writing prior to such shipment, with a copy of such notice to Print Bind Ship, that Print Bind Ship named as consignee is a warehouseman under law and has no beneficial title or interest in such property. Customer further agrees to indemnify and hold harmless Print Bind Ship from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention, or charges of any nature, in connection with goods so shipped. Customer further agrees that, if it fails to notify carrier as required by the preceding sentence, Print Bind Ship shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such goods.

2.3. Any Merchandise tendered for storage shall be delivered to Print Bind Ship in a segregated manner, properly marked and packaged for handling. Customer shall furnish or cause to be furnished at or prior to such delivery, an Advanced Shipping Notice (“ASN”) showing the goods to be kept and accounted for separately. In the event that Merchandise tendered to Mel Printing do not conform to the description provided to Print Bind Ship by the Customer, Print Bind Ship may refuse to accept such Merchandise. If Print Bind Ship accepts such Merchandise, Customer agrees to pay the rates and charges as set forth in this Agreement and the related SOWs. Mel Printing is not a guarantor of the condition of such Merchandise under any circumstances including but not limited to hidden, concealed, or latent defects in the Merchandise. Concealed shortages, damage or tampering will not be the responsibility of Print Bind Ship . In no event will Print Bind Ship be liable for loss or damage caused by the events set forth in the Force Majeure section of this Agreement or the inherent vice or nature of the Merchandise.

2.4. If Print Bind Ship in good faith believes that all or any part of the Merchandise is about to deteriorate or decline in value to less than the amount of Print Bind Ship’s lien before the end of the next succeeding storage month, Print Bind Ship may immediately notify the Customer in writing of a reasonable time for removal of such Merchandise and, in case such Merchandise is not removed, may sell such Merchandise at public sale held one week after a single advertisement or posting as provided by law.

2.5. If, as a result of a quality or condition of any Merchandise of which Print Bind Ship had no notice at the time of deposit, the Merchandise is a hazard to other property or to the warehouse or to persons, Print Bind Ship shall immediately notify the Customer and the Customer shall thereupon claim its interest in such Merchandise and remove such Merchandise from Mel

Printing’s facilities. Pending such disposition Print Bind Ship may remove such Merchandise from its facilities and shall incur no liability by reason of such removal.

2.6. Print Bind Ship may refuse at any time to handle or distribute products of any kind that in Print Bind Ship’s sole judgment is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, tends to ridicule or embarrass, or is in bad taste, or which in Print Bind Ship’s sole judgment is an infringement on a trademark, or trade name, or service mark, or copyright belonging to others, or is in violation of the FTC Mail or Telephone Order Merchandise Trade Regulation Rules, or other governmental rules or regulations.

3. Customer Services

3.1. Print Bind Ship shall ship Merchandise to the Customer's customers as determined by Print Bind Ship consistent with the Customer's requirements for the efficient shipping and delivery of Merchandise. Print Bind Ship is not responsible for any packages that are lost in transit after leaving its facilities. Customer account numbers with various delivery services cannot be used.

3.2. Print Bind Ship shall process returns in accordance with Customer requests and applicable federal, state, and local laws.

3.3. Print Bind Ship shall process all necessary tracers and claims for non-delivery or damage on behalf of the Customer if requested by Customer and at Customer's expense. Mel Printing shall provide the Customer with proof of shipments but is not responsible in any way for the results of credit card charge-backs, nor any fees imposed by merchant banks. The Customer is responsible for vendor compliance guidelines.

3.4. Print Bind Ship shall instruct the Customer's customers on the appropriate procedure for returning merchandise. If established by the SOW, Print Bind Ship shall inspect and repackage all undamaged or unused merchandise and return it to inventory for resale. Print Bind Ship shall handle all damaged or unsalvageable Merchandise, and process such merchandise in any manner designated by the Customer at the Customer's expense.

4. Operating Reports

4.1. Print Bind Ship shall provide the Customer with access to information and reports through the Print Bind Ship online portal (the "Portal") for all services provided pursuant to this Agreement.

4.2. If particular reports required by the Customer but not normally provided through the Portal reporting system, the Customer shall pay Print Bind Ship for any programming expenses incurred.

5. Rates and Charges

5.1. Rates and charges for the services are set forth in each SOW that is part of this Agreement.

5.2. Print Bind Ship may increase the rates or charges at any time to reflect all increases in pricing instituted by the United States Postal Service (the "USPS") or other carriers utilized by Print Bind Ship or the shipping companies chosen by Print Bind Ship. The Customer acknowledges that the USPS normally increases its rates annually.

5.3. Print Bind Ship will provide the Customer with at least forty-five (45) days notice of any increase to the rates and charges to be charged to the Customer, thereby giving the Customer fifteen (15) days to terminate this Agreement if the Customer refuses to continue this Agreement with such rates or charges.

5.4. For any services not specified in an SOW, the Customer shall pay to Print Bind Ship such consideration in compensation as may mutually be agreed upon in writing, or, if no amount is agreed to in writing, the standard charges the Print Bind Ship establishes for such services from Time-to-time.

5.5. Unless otherwise specified or regulated, a finance charge of one percent (1%) per month (twelve percent (12%) per annum) will be charged on all past due balances until paid.

6. Order Entry, Processing and Processing Payments

6.1. Print Bind Ship shall process orders for Merchandise received by the Print Bind Ship application programming interface ("API") or the Portal. Additional charges will be paid by Customer for any orders not processed through API or the Portal in accordance with Print Bind Ship Procedures.

6.2. For each order taken, Print Bind Ship shall enter the information designated in the SOW into the Print Bind Ship information systems. Print Bind Ship may decline to process and/or fulfill orders that are received by Print Bind Ship in a non-compliant format. Print Bind Ship shall promptly process all qualified requests and use its best efforts to cause the order to be shipped to the customer within a reasonable time after receipt of the order.

6.3. The Customer shall provide sufficient advance notice of all media promotions to enable Print Bind Ship a reasonable amount of time to implement an order fulfillment program appropriate for the Customer's projected response forecast.

6.4. All payment processing and transaction management for the sale of the Merchandise, is the sole responsibility of the Customer.

7. Sales and Use Taxes

7.1. Since title to the Merchandise remains with the Customer at all times, the Customer is liable and responsible to remit all sales and use taxes to the appropriate taxing authorities. Mel Printing assumes no liability for payment of sales and use tax.

7.2. Print Bind Ship assumes no responsibility for determining whether sales of the Merchandise are taxable in a given jurisdiction, or that the rate or method of calculating any such taxes is correct. Print Bind Ship agrees only to use reasonable care and skill in calculating and collecting taxes due based on the rates and methods supplied by the Customer.

7.3. The Customer shall indemnify, defend, and hold harmless Print Bind Ship and its shareholders, officers, directors, and employees from and against all claims, suits, or liabilities and expenses, including reasonable legal fees, for the Customer's failure to remit to the appropriate authorities any sales or use taxes claimed to be due and owing by reason of the Customer's sale of merchandise to the Customer's customers.

8. Term, Default, Termination, and Renewal

8.1. The term of this Agreement shall commence on the day and year first above written and shall continue thereafter in full force and effect for a period of twelve (12) months and shall thereafter automatically renew on a twelve (12) month basis unless terminated in accordance with this Agreement.

8.2. Either Print Bind Ship or the Customer may terminate this Agreement or suspend its services under this Agreement, or both, under any of the following conditions: (a) the Customer fails to pay any sum due to Print Bind Ship within five (5) business days after receiving written notice that payment is past due; or (b) either party breaches any other obligations under this Agreement, and fails to remedy such breach within thirty (30) days after receiving a written notice from the other party specifying the nature of the breach; or (c) either Party files a petition in bankruptcy, is declared bankrupt or insolvent, makes any assignment for the benefit of creditors, or is placed in

trustee or receivership.

8.3. This Agreement shall be renewed automatically at the end of each term at the rates then prevailing for Print Bind Ship's services, unless either party gives written notice to the other of its intent not to renew at least thirty (30) days prior to the end of each term.

8.4. Either party may termination this Agreement following thirty (30) days written notice to the other part.

8.5. Upon termination of this Agreement, Print Bind Ship will be compensated in full for any work or services performed through the date that services are terminated, plus costs involved in scrapping or preparing the material for shipment, the cost of preparing a final inventory, and the cost of any goods or services purchased prior to termination.

9. Compliance with Law; Notification of Product Characteristics

9.1. The Customer shall comply with all applicable laws, regulations, and requirements of the Federal Trade Commission, the Food and Drug Administration, and any other governmental or quasi governmental agency that might have jurisdiction over the Merchandise or sales transactions. The Customer shall monitor compliance under such laws, regulations, and requirements, and shall promptly notify Print Bind Ship of any special compliance issues raised by the offer or sale of the Merchandise or sales or promotional activities in a particular state.

9.2. The Customer shall notify Print Bind Ship of the characteristics of any Merchandise that may in any way be likely to cause damage to Print Bind Ship's premises or to other products that may be stored by Print Bind Ship.

9.3. The Customer, except to the extent hereinafter specified, represents that none of the Merchandise is adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides, as defined under the regulated federal, state or local laws, statutes, ordinances, or regulations, and that any Merchandise which require registration, permits, licenses or similar approvals under federal, state or local laws, statutes, ordinances or regulations are guaranteed to have such registrations, permits, licenses or approvals at the time the goods are tendered to Mel Printing and during the time they are in Print Bind Ship's custody.

9.4. The Customer represents that the Merchandise which is defined or which is subject to regulation under federal, state or local laws, statutes, ordinances or regulations concerning adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides will be individually listed on receiving/shipping document (bill of lading) naming the goods and designating which laws, statutes, ordinances or regulations apply to the storage, handling and transportation of the goods, and whenever in the future the undersigned tenders goods to Mel Printing for storage or handling which are defined and subject to regulation under federal, state or local laws, statutes, ordinances or regulations concerning adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides it shall, at the time of such tender, advise Print Bind Ship, in writing, with respect to each such item which laws, statutes, ordinances and or regulations apply to the storage, handling and transportation of the goods.

9.5. The Customer further represents that with respect to any Merchandise which, due to such federal, state or local laws, statutes, ordinances or regulations applicable to the goods, require special handling, storage, stacking segregation of commodities, documentation, records

certification, reports of other treatment beyond that normally afforded by Print Bind Ship to goods generally, it will furnish Print Bind Ship for goods Print Bind Ship in storage in writing for each item tendered for storage in the future, with all information and instructions necessary to conform with the requirements applicable to its goods.

10. Handling

10.1. Print Bind Ship shall not be liable for demurrage, detention or delays in unloading inbound cars or detention or delays in obtaining and unloading cars or, vehicles for outbound shipments unless Print Bind Ship has failed to exercise reasonable care and judgment as determined by industry practice.

10.2. Print Bind Ship agrees to furnish personnel, equipment and other accessories necessary to perform efficiently and with safety the services subject to this Agreement and the related SOWs. Print Bind Ship may move goods within its facilities as Print Bind Ship deems necessary to maintain storage and handling efficiencies.

10.3. When goods are ordered out by Customer in quantities different than as received, Print Bind Ship may make an additional charge for each such order or each item of such an order.

11. Standard of Care and Liability, Limitation of Damages

11.1. Print Bind Ship shall not be liable for any loss, damage or destruction to goods, however caused, unless such loss, damage, or destruction resulted from Print Bind Ship's failure to exercise such care in regard to the goods as a reasonably careful warehouseman would exercise under like circumstances. Print Bind Ship will not be liable for damage of any type which could not be avoided by the exercise of such care.

11.2. In the event of loss, damage or destruction to stored goods for which Print Bind Ship is legally liable, the Customer declares that Print Bind Ship's liability for damages shall be limited to the lesser of the following amounts: (a) the actual cost to the Customer of replacing or reproducing the damaged goods together with transportation costs to warehouse; or (b) the fair market value of the goods on the date Print Bind Ship is notified of loss, damage or destruction, and no instance shall any one claim exceed the limit of warehouse legal liability insurance, provided, however that within a reasonable time after receipt of this Agreement, the Customer may, upon written request, increase Print Bind Ship's liability in part on all of the goods stored under the agreement, in which case an increased charge will be made based upon such increased valuation: further provided that no such request shall be valid unless made before loss, damage or destruction to any portion of the goods stored under this agreement has occurred.

11.3. The limitation of liability referred to above shall be the Customer's exclusive remedy against Print Bind Ship for any claim or cause of action whatsoever relating to loss, damage, and/or destruction of the stored goods and shall apply to all claims including inventory shortage and mysterious disappearance claims unless the Customer proves by affirmative evidence that Mel Printing converted the goods to its own use. The Customer waives any rights to rely upon any presumption of conversion imposed by law. In such event the Customer shall not be entitled to incidental, special, punitive or consequential damages.

11.4. The Customer acknowledges and agrees that Print Bind Ship is not an insurer or

guarantor of any goods placed in its possession by Customer pursuant to this Agreement.

11.5. Where loss or injury occurs to the Merchandise for which Print Bind Ship is not liable, the Customer shall be responsible for the cost of removing and disposing of such Merchandise, as well as the cost of any environmental cleanup and/or site remediation resulting from the loss or injury to such Merchandise.

11.6. Print Bind Ship and the Customer agree that some amount of inventory shrinkage due to damage and misplacement is inevitable in an operation of this size. The Customer agrees to grant Print Bind Ship an annual inventory shortage allowance equal to 1.5% based on the value of the Customer's inventory known to be in the facility based on the stated cost value measured on an annual basis. Any amounts above this amount are subject the terms and conditions of this Agreement.

11.7. The parties acknowledge that it is the intent of this Agreement to limit Mel Printing's liability in connection with loss or damage to the Merchandise resulting from Mel Printing's negligence and covered by Print Bind Ship's legal liability insurance carried by Mel Printing. The Customer and its insurers hereby waive their rights of recovery against Print Bind Ship for claims in excess of Print Bind Ship's liability as expressed in this Section.

12. Notice of Loss and Damage, Claim and Filing of Suit

12.1. Print Bind Ship agrees to notify Customer promptly of any loss or damage, however caused, to Merchandise handled under the terms of this Agreement.

12.2. Claims against Print Bind Ship by the Customer must be presented in writing to Mel Printing not longer than either sixty (60) days after delivery of the Merchandise by Print Bind Ship or sixty (60) days after the Customer is notified by Print Bind Ship that loss or injury to part or all of the Merchandise has occurred, whichever time is shorter. Each claim must contain information necessary to identify the Merchandise affected, the basis for liability and the amount of the alleged loss or damage, as well as all appropriate supporting documentation which must include: a summary of claims for both damaged and shortages of items, a report of individual carton ID's and their appropriate claims designation, including claim value, and individual claim forms for each claim that is supported by the report also provided.

12.3. No action may be maintained by the Customer or others against the Print Bind Ship for loss or injury to the Merchandise unless timely written claim has been given as provided in this Section and unless such action is commenced either within nine (9) months after date of delivery by Print Bind Ship or within nine (9) months after Customer of record is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.

13. Liability For Consequential Damages, Mis-shipments and Chargebacks

13.1. Print Bind Ship shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind arising from services or other activities performed pursuant to this Agreement.

13.2. If Print Bind Ship negligently mis-ships goods, Print Bind Ship shall pay the reasonable transportation charges incurred to return such goods to Print Bind Ship's facility. If the person to whom the mis-shipment was shipped fails to return the goods, Print Bind Ship's maximum liability

for the lost or damaged Merchandise shall be as specified in the “Standard of Care and Liability, Limitation of Damages” Section, and Print Bind Ship shall have no liability for damages due to the acceptance or use of the Merchandise whether such Merchandise be those of the Customer or another person.

13.3. Print Bind Ship shall not be liable for loss of Merchandise due to inventory shortage or unexplained or mysterious disappearance of Merchandise unless the Customer establishes such loss occurred because of Print Bind Ship’s failure to exercise the care required of Print Bind Ship under this Agreement. Any presumption of conversion imposed by law shall not apply to such loss and a claim by the Customer of conversion must be established by affirmative evidence that Mel Printing converted the Merchandise to Print Bind Ship’s own use.

13.4. Print Bind Ship shall not be responsible for chargebacks of any kind unless it is shown by affirmative evidence that such chargebacks are directly attributed to and intentionally caused by Print Bind Ship.

13.5. Any and all claims made pursuant to this Section must be in compliance with the requirements set forth in “Notice of Loss and Damage, Claim and Filing of Suit” Section.

14. Force Majeure

14.1. Neither the Customer nor Print Bind Ship shall be liable to the other for default in the performance or discharge of any duty or obligation under this Agreement when caused by acts of God, hurricanes, tidal waves, flood, tornadoes, cyclone, wind storm, earthquake, public enemy, civil commotion, strikes, labor disputes, work stoppages or other difficulties within the workforce, failure to provide power by the utility provider, intentional or malicious acts of third persons or any other organized opposition, corruption, depredation, accidents, explosions, fire, water sprinkler leakage, moths, vermin, insect, seizure under legal process, embargo, prohibition of import or export of Goods, closure of public highways, railways, airways or shipping lanes, governmental interference or regulations, or other contingencies, similar or dissimilar to the foregoing, beyond the reasonable control of the affected party.

14.2. Upon the occurrence of such an event as described above, the party seeking to rely on this provision shall promptly give written notice to the other party of the nature and consequences of the cause.

14.3. If the cause is one which nevertheless requires Print Bind Ship to continue to protect the Merchandise, the Customer agrees to pay the storage or similar charges associated with Mel Printing’s obligation during the continuance of the force majeure. All Merchandise is stored, handled, and transported at the Customer’s sole risk of loss, damage, or delay caused by any of the above.

15. Indemnification

15.1. Each party (the “Indemnitor”) shall indemnify, defend and hold the other party (the “Indemnitee”) harmless from and against all liabilities, claims, suits, actions, fines, damages, losses, costs and expenses arising out of injury to or death of any person or damage to or loss or destruction of any property (except for the goods where liability is expressly provided for in this Agreement) caused by or resulting from any parties’ default, improper performance or nonperformance

of obligations hereunder by the Indemnitor, its employees or agents.

15.2. The Indemnitee shall provide prompt notice of any claim or liability; shall tender defense or settlement to the Indemnitor, and shall fully cooperate in defense of the claim. Should the Indemnitor fail to honor a timely request for indemnification, then the Indemnitee shall be entitled to all costs incurred in the enforcement of the right of indemnification hereunder, which enforcement results in a legal judgment in its favor or an acknowledgement by the Indemnitor that the claimed indemnification is valid in a settlement of such claim.

15.3. Any and all indemnification is subject to coverage by an insurer.

16. Audit and Inventory

16.1. Upon reasonable advance written notice and during normal business hours, the Customer or the Customer's authorized representatives may inspect, audit, and copy excerpts from books, records, contracts, and data processing procedures created or maintained by Print Bind Ship that relate to the reconciliation of invoices to the Customer and to this Agreement. This audit or inspection shall take place at the offices of Print Bind Ship or such other place as the parties mutually agree. The Customer shall pay all direct and indirect costs of any such inspection or audit, except the salaries of Print Bind Ship employees and those costs reasonably incurred by Print Bind Ship in cooperating with such inspection or audit

16.2. On reasonable advance notice from the Customer, Print Bind Ship shall perform a physical inventory of the Customer's merchandise held at Print Bind Ship's facilities at reasonable times during normal business hours. The Customer shall compensate Print Bind Ship for all costs incurred in conducting the physical inventory.

16.3. Print Bind Ship will take reasonable and prudent precautions to preserve and protect Customer's property, including all property that is returned by buyers. If Customer requires special handling or protection of its Merchandise, Customer agrees to compensate Print Bind Ship for any extra costs incurred

16.4. Provided that Print Bind Ship takes reasonable precautions, Print Bind Ship shall not be responsible or liable for, and Customer agrees to hold Print Bind Ship harmless from property losses or shrinkage under the rate of 1.5% of the greater of inventory value or annual shipments.

17. Miscellaneous

17.1. Confidentiality. The Parties shall keep in confidence and not disclose to any third party: (a) the terms of this Agreement; and (b) any confidential or proprietary information that either learns about the other Party, such as, but not limited to, the rates, value, origin, destination, or consignee of any Merchandise or shipment made hereunder. The Parties may disclose such terms and information to the extent required by law, to obtain financing, to substitute service providers to the extent necessary to provide such substitute service, or to auditors retained for the purpose of assessing the accuracy of freight bills.

17.2. Severability. If any provision of this agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will, to such extent as it is determined to be illegal, invalid or unenforceable under such law, be deemed null and void; however this Agreement shall otherwise

remain in full force and effect.

17.3. Amendment, Modification and Waiver. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing signed by the Buyer and the Seller, except that any party to this Agreement may waive any obligation owed to it by another party under this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

17.4. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors, assigns, heirs and legal representatives of the parties.

17.5. Entire Agreement. This Agreement and the other writings referred to herein contain the entire understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior agreements and understandings between the parties with respect to the subject matter.

17.6. Notices. All notices, claims, certificates, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed (by registered or certified mail, return receipt requested and postage prepaid) to the address included in preamble to this Agreement or such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance Herewith.

17.7. Expenses. Each party will bear its own expenses regarding the transactions contemplated by this Agreement, unless otherwise indicated in the Agreement. The prevailing party in any legal action or proceeding brought to enforce this Agreement shall be entitled to recover from the other reasonable attorneys' fees, costs and expenses arising out of such legal action brought before a court, mediator, arbitration or private settlement.

17.8. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

17.9. Governing Law. This Agreement shall be governed by the internal laws of the State of Michigan.

1. Rates and Charges: As required by Section 5 of the Agreement, the following rates and charges shall apply:

2. Printing: TBD

3. Fulfillment:

a. The Customer shall pay to Print Bind Ship a fulfillment fee of \$1.50 per order and \$0.25 for each additional item in the same order.

b. Jobs (all orders/requests that do not route through our automated order management system)

i. Project Management Labor

ii. Fulfillment – Full Case - \$2.00

iii. Fulfillment – Eaches

1. First item - \$1.50

2. Each additional item in the same order - \$0.25/ea

iv. Labels

1. \$.15 per label (FBA label, product label)

v. Insert Fulfillment

1. \$.25/ea (printing and inserting a piece of paper into the shipping carton)

vi. Product Shrinkwrapping

1. \$.25/ea

vii. Product bagging

1. \$.15/ea

4. Shipping:

a. The Customer shall pay to Print Bind Ship shipping fees based on the final shipped weight and rates listed below (Subject to change):

i. [PBS Postage Rates](#)

*All shipping is fully tracked with an automated email sent to customers with tracking information

*(USA - 3-5 days, Canada 5-7 days, ROW (Rest of World) 7-10 days)

5. Integration options:

a. Integration options: <https://printbindship.tawk.help/article/integration>

b. Access to our online PBS Portal (No Charge) where you can:

i. View inventory, orders, tracking, returns, Change/cancel/edit/place orders and more!

[Video walkthrough of our portal](#)

[Support Page](#)

[Manual Entry](#)

6. Returns:

a. \$2.50 per order

7. Storage (For inventoried items - per month):

a. \$20/per pallet location

b. \$10/full shelf location

c. \$4.50/large bin location

d. \$2.50/small bin location

8. Orders:

a. Inventoried items: All orders will be shipped within 1-2 days of receipt Monday through Friday (non-holidays)

b. Print on Demand items: All orders will be shipped within 3-4 days of receipt Monday through Friday (non-holidays)

9. Invoicing:

- a. Payment to be set up through our online payment system, Helcim
- b. Billed on the first of each month

- i. Our payment policy is:

- BULK ORDERS: 50% down and 50% due upon completion for bulk order.

- POD: The setup fee(s) are due at initial for our Books on Demand program.

- POD orders are required to be on auto payment.

The POD book orders, fulfillment and shipping are billed on a monthly basis set up as an auto payment.

The fulfillment and shipping charges will be billed on a monthly basis.

You can pay everything with a credit card. Here are the options:

- Pay invoices with a credit card (3% fee applies)
- Pay invoices via Wire or ACH (no fee)

10. Misc. charges (does not apply unless requested or required service):

- a. PBS portal access – no charge
- b. Hourly general labor \$45/hour (\$0.75/min)
- c. Project Management \$65/hour
- d. IT Labor \$125/hour
- e. Graphic Design Labor \$75/hour
- f. \$0.25 shrink-wrap