

## 1.1 AGREEMENT

1.2 This Agreement in its entirety;

(a) subject to Clauses 7.2.2(a) sets out the business between you and us with respect to the Equipment and services set out on the Order Form.

(b) unless otherwise stated on the Order Form, incorporates all of the terms agreed between you and us and overrides any other terms and conditions on any purchase order, or in any document we may have given to you before you signed this Agreement;

(c) except in the case of fraudulent misrepresentation or fraudulent concealment, excludes all claims or statements made before you signed this Agreement and to the fullest extent permitted by law, except as expressly stated in this Agreement, excludes all conditions, warranties or other terms implied by statute or common law; including the implied terms set out in Section 39 of the Sale of Goods and Supply of Services Act 1980 which shall not apply to this Agreement and you shall not be able to avail of the protection afforded by such implied terms.

1.3 You agree that you have not relied on any representation or undertaking whether oral or in writing other than the terms expressly included in this Agreement.

1.4 Before we accept this Agreement, we may require a third-party, satisfactory to us, to guarantee your obligations.

## 2. DEFINITIONS

In this Agreement the following words shall have the following meanings:

"Anticipated Monthly Postage" - the amount of estimated credit you require each month for postage "Ascending Register Lock"- when the meter has reached its life end and can no longer be used.

"Average Saleable Condition" - all of the Equipment are immediately available for use by any other customer, other than you, without the need for repair or remanufacture.

"Consolidated Billing" - a method of billing for postage, consumables and service charges and other services on one invoice.

"Customer Communication Centre"- contacted by telephoning our contact number as set out in the Order Form or otherwise communicated to you.

"Data Capture" - the capability of Pitney Bowes to process and archive information regarding postal product usage by product type and weight break.

"Data controller, personal data, and processing" are as set out in the Data Protection Legislation in force at the time.

"Data Protection Legislation" means (i) the Data Protection Act 2018; (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws; and (iii) any successor legislation to the Data Protection Act 2018 and the GDPR.

"Date of Dispatch" - the date we (or our agents/appointed carrier) dispatch the Equipment to you. Also the date on which you must commence the payments specified on the Order Form".

"Delivery" - dispatch by us (or by our agents/appointed carrier) to your installation address. "Equipment"- means the Equipment (including any accessories and ancillary items) as detailed in section 2 Equipment on the Order Form or in a separate Product Schedule.

"Late Payments Fees"- charges payable by you for each time that you pay late on or after due date. "Mandatory Meter Inspection Cover"- an agreement for periodic mandatory meter inspection as required by An Post for Meters.

"Meter"- franking and date stamping device used to show postage paid.

"Normal Business Hours"- 9.00am to 5.00pm Monday to Friday (excluding public holidays) for Service Cover.

"Order Form means the form setting out the Equipment and services signed by you and which references this Agreement.

"Postage by Phone" - postage resetting facility.

"Product Performance Guarantee" - The guarantee provided by Pitney Bowes Ireland Ltd to ensure your equipment operates to manufacturers standards.

"PSD"- (Postal Security Device) Device used for Postage by Phone security and funds management. "Purchase Power"- payment facility, allowing payment in arrears for postage and/or Consolidated Billing (see Clause 11 below).

"Repudiation"- when your actions indicate that you no longer intend to keep to this Agreement and, due to which, we may give you notice that we have

terminated your right to possession of the Equipment and are arranging for their recovery.

"Rentals" - rental and/or service and/or other charges as set out on the Order Form payable on a periodic basis in accordance with this Agreement.

"Requirements" - the specifications and regulatory requirements of An Post that relate to Equipment supplied by Pitney Bowes.

"Services" - services provided for under this Agreement and set out in the Order Form.

"Service Charges" - service charge amounts set out on the Order Form, including an unlimited number of Meter resets each year

"Service Cover"- provides (i) a during Normal Business Hours next day response to emergency (ii) all emergency repairs, labour, spare parts (iii) for IntelliLink® range of Equipment, unlimited update to tariff increases and (iv) for non IntelliLink® range of Equipment capable of rate determination, a maximum of 2 tariff increases will be covered within a 2 month period starting with the Date of First Payment shown on the Order Form and, thereafter, a maximum of 2 postal rate changes will be covered without charge for the 12 month period following each anniversary of the Date of First Payment during this Agreement. Technical assistance will be provided in the first instance through our knowledge base web support. This can be accessed by logging on to pitneybowes.co.uk and visiting the My Account pages.

"ValueMAX" - our product replacement program and a waiver by us of your obligation to insure the Equipment where we assume the risk of loss or damage to the Equipment upon your payment to us of a fee. This is not insurance.

"Vault"- Postage by Phone revenue security device. "Warranty Period"- 3 months from Equipment installation.

"we, us, our, Pitney Bowes"- Pitney Bowes Finance Ireland Limited and/or Pitney Bowes Ireland Limited.

## 3. YOUR OBLIGATIONS

3.1 You must:

- (a) keep to this Agreement and any other agreement you have with us;
- (b) pay us in full and on time for the whole of the Minimum Period of hire and during any renewal period. Time is of the essence in respect of all your payments (including VAT) under this Agreement;
- (c) during any intervening period from the signature by you of a new agreement for new products to replace some or all of the Equipment and until the new agreement commences, continue to pay the Rentals due to us under this Agreement. This Agreement will terminate when the new agreement starts;
- (d) take care of the Equipment, keep the Equipment in your possession and under your control and keep them in good working order;
- (e) insure the Equipment for their full replacement value and against third party liability relating to them and provide us with evidence of the insurance, see Clause 10;
- (f) pay us the full replacement costs for any Equipment you lose;
- (g) use the Equipment only in accordance with the manufacturer's instructions;
- (h) tell us in writing within or change in your address;
- (i) pay us for any necessary Statutory alterations or modifications we have to make to the Equipment;
- (j) Indemnify us and keep us indemnified against any loss, damage, expense or injury arising directly or indirectly out of your use of the Equipment other than in accordance with our operating instructions or out of any cause beyond our reasonable control.

3.2 pay us fees at the prevailing rate (which we will notify to you from time to time) for (a) any cheque or Direct Debit that fails to clear your bank account (this is currently €30) and (b) late rental payment interest calculated on the invoices outstanding at a rate of 2% per month and we will also charge you a late payment administration fee of €25 for each reminder we send you.

3.3 You must not without our written permission:

(a) charge, part with, sell, or allow anyone else to use the Equipment, or move them from your installation address;

(b) assign or otherwise transfer the benefit or burden of this Agreement to anyone else.

(c) withhold any amount you believe we owe you from any payment you owe us.

#### 4. OUR RIGHTS, OBLIGATIONS AND LIABILITY

4.1 Our rights will not be affected if we do not enforce, or delay enforcing, any of these terms.

4.2 We may:

(a) assign or transfer our rights or obligations to another party by informing you in writing;

(b) use any credit balance we are holding on your behalf towards payment of any sum you owe us or which will fall due to us.

4.3 We will not be responsible for any delay, or the consequences of any delay, in performing our obligations if the delay is due to your failure to notify us of any change in your address or to any circumstances beyond our control.

4.4 Except in the case of fraud, personal injury or death caused by our negligence, or fraudulent misrepresentation or fraudulent concealment or any other liability by law which cannot be excluded or limited:

(a) our total liability under or in connection with this Agreement shall be limited to €150,000; and

(b) we shall in no circumstances be liable for any consequential, indirect or special loss or damage (including, without limitation, loss of business or loss of profit whether direct or indirect) however so arising (whether in contract, tort, negligence, other tort or otherwise)

#### 5. OTHER CHARGES PAYABLE BY YOU

5.1 In addition to any rentals, we will charge you fees at the rate currently prevailing (of which we will notify you from time to time) for, including but not limited to, the following:

(a) copies of any/all documents including, but not limited to, copies of this Agreement, invoices, VAT Schedules and correspondence;

(b) transferring this Agreement to a third party;

(c) any holiday periods or payment re-scheduling that we may allow.

(d) charge you our reasonable costs and expenses for transport, installation, uplift, meter decommissioning, administration, storage and sales commission if this Agreement is cancelled either by you or us for whatever the reason.

5.2 We may adjust your payments to us if the current VAT rate changes.

5.3 Payment method: If you choose not to pay by Direct Debit we will charge you an invoice fee of €7.00 or 2% of each invoice amount, whichever is the greater.

5.4 An arrangement and shipping fee of €50.00 + VAT is payable when we accept this Agreement. This fee will be collected with your first Rental.

#### 6. THE EQUIPMENT

(a) We may supply Equipment:

(b) of a different model as long as their specifications are equal to or better than the Equipment listed on the Order Form and that as a result your Rentals do not increase;

(c) whether newly manufactured or remanufactured, containing serviceable new or used parts which are warranted equivalent to new.

6.2 We may waive your obligation to insure the Equipment and assume the risk of loss or damage to the Equipment ourselves if you pay us a ValueMAX fee (see Clause 10) with each Rental.

6.3 You must pay all costs (legal or otherwise) reasonably incurred by us in repossessing the Equipment and having any repairs carried out which are made necessary by reason of any breach by you of Clause 3.1(d).

6.4. Embedded software. Our Equipment may contain embedded software.

You agree that: (a) Pitney Bowes Inc. and its licensors own the copyrights and other intellectual property in and to the embedded software; (b) you are licensed only to use the embedded software with our Product in which the embedded software resides; (c) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (d) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (e) you may not export the embedded software in contravention of applicable export control laws. The embedded

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software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

6.5 For users of the Connect+ Series Equipment. Your Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by Pitney Bowes. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated (i.e. ISP or internet supplier costs) for the use of the access point either in violation of this restriction or not.

#### 7. POSTAGE METERS

7.1 We must obtain a licence on your behalf from An Post for you to use a Meter and you undertake to strictly perform and observe the conditions of the licence.

7.2 When you are licensed to use the Meter:

7.2.1 you must not:

(a) do anything which may result in An Post revoking your licence;

(b) make any alterations to the Meter, or the design or colour of any impression approved by An Post without written consent from An Post or us;

(c) make any modifications or attachments to the Meter which will affect the franking or revenue recording system.

7.2.2 you must:

(a) if you do not have Service Cover, have in place, from the date we or another party approved by An Post installs the Meter, an agreement for Mandatory Meter Inspections. Mandatory Meter Inspections are required by An Post for the period you hold a licence to use a Meter. These Inspections may be conducted by remote access. Any such agreement shall be separate and in addition to this Agreement.

(b) for a period of 1 year from installation (and after then in accordance with the current An Post regulations) allow us to remotely inspect a Meter fitted with a Vault as required by An Post guidelines and permit us to supply An Post with reports of inspections, maintenance and postage resets. Overdue inspections will render the Meter inoperable;

(c) immediately upon request, at any time, deliver the Meter to us or to a specified Post Office for inspection, and collect the Meter following inspection by An Post;

(d) allow us to repossess any franking, date stamping dies, Postage by Phone security codes, Vaults, PSDs or Meters if we provide you with evidence that An Post has asked us to repossess them; (e) indemnify us against any liability incurred by us to An Post if An Post demands payment from us because you are using a Meter or made a payment for postage without a valid licence.

#### 8. WARRANTY PERIOD

8.1 During the Warranty Period we will, free of charge provide cover to ensure the Equipment installed remain free from defects, including parts and labour and carrying out on-site repairs and mechanical adjustments or replacing defective Equipment.

8.2 Clause 8.1 above does not apply during the Warranty Period:

(a) outside Normal Business Hours;

(b) to any person or entity other than you;

(c) if the Equipment has been misused or operated incorrectly;

(d) if in our opinion a defect is not due to materials or workmanship;

(e) if you fail to tell us within 28 days of learning that a defect exists;

(f) to repairing or replacing consumable parts;

(g) to repairing or replacing parts or Equipment due to fair wear and tear;

(h) where the use of third party supplies (such as ink) is proven to have resulted in (i) damage to the Equipment; and/or (ii) poor quality printing of indicia or other text/ images. (i) to any modification or adjustment necessary under Clause 9 below.

#### 9. SERVICE COVER

9.1 All exchanged parts become our property.

9.2 You shall maintain a safe working environment in accordance with health and safety laws.

9.3 You must provide a suitable electrical power supply in accordance with our advice and/or recommendations.

9.4 We may:

(a) cease Service Cover if you are late making your payments under this Agreement;

(b) demand additional charges for time and materials used for repairs carried out as a result of improper or incorrect use or operation of the Equipment or due to damage or theft (if you have not opted for ValueMax) or the use of consumables which in our opinion are incompatible with the Equipment;

(c) charge for work carried out outside of Normal Business Hours or for work which cannot conveniently be carried out on site.

9.5 We will not under any circumstances make any adjustments that may alter the Equipment specification or render them unsafe or unreliable.

9.6 If during the first 5 years or an agreed extended contract period the Meter required substitution due to failure or Ascending Register Lock, we will substitute the Meter subject to payment by you of a nominal administration fee as long as you have a fully inclusive Service contract since the date of installation, and the Meter has been used within its specification and has not been subjected to misuse

9.7 if in our opinion reconditioning of the Equipment is required due to deliberate or accidental damage, abnormal use outside the Product specification, or failure outside the first 5 years or an agreed extended contract period, an estimate of the cost of reconditioning will be submitted to you. You must pay the costs of any necessary reconditioning. If you do not authorise the work we may immediately terminate Service Cover.

9.8 We will respond to requests for on-site service within the target response time, provided you have requested service via the Customer Communication Centre.

9.9 Service Cover does not cover re-licensing or re-fitting of Meter indicia in the event you change your Product installation address.

9.10 Any agreement for Service Cover may be separate to this Agreement.

9.11 Service Cover does not cover any repairs known by the Customer and/or by Us before the Service Cover's subscription.

#### **10. VALUEMAXSM**

10.1 Risk of loss to Equipment passes to you from the date of Delivery by us until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").

10.2 No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

10.3 To protect the Equipment from Loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"); or (ii) be enrolled in ValueMAX.

10.4 You must provide us with evidence of Insurance by calling us on 08444 992992 or sending it to us in accordance with the instructions on our website (<https://www.pitneybowes.com/uk/white-papers/make-the-most-of-valuemax.html>) within 30 days of signing this Agreement. If you do not provide evidence of Insurance and have not previously enrolled in ValueMAX, we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

10.5 We will provide written notice reminding you of your Insurance obligations described above in Clause 10.3(i).

10.6 If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your negligence or misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.

10.7 We are not liable to you if we terminate the ValueMAX program.

#### **11. PURCHASE POWER AND PAYING FOR YOUR POSTAGE**

11.1 We will:

(a) set up on your behalf a Purchase Power account and send you monthly invoices relating to the preceding month;

(b) tell you your credit limit;

(c) as long as you are not in breach of the terms of your account or this Agreement, and subject to your credit limit, pay to An Post on your behalf the amounts for which you wish to reset your Meter and charge this amount to your account together with a transaction fee at the prevailing rate of which we will notify you from time to time;

(d) automatically charge to your account all postage, consumables and service charges payable outside of this Agreement.

11.2 You will have a period of up to 25 days, from the date of your invoice which includes the transactions charged to your account, to repay the full outstanding balance of the account. The full amount must be paid in a single payment.

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11.3 Where you fail to pay us any Purchase Power sum on its due date we will charge you late payment interest calculated on an average daily balance basis at a rate of 0.0497% per day compounded monthly and also a late payment fee of €30 each

time you pay late. If the amount outstanding on your account exceeds your credit limit, we will charge you an over limit fee of €15 or 1% of the amount over your limit whichever is greater.

11.4 You may at any time apply to us to upgrade your account so you can take advantage of our revolving credit facility.

11.5 If this Agreement is terminated your Purchase Power arrangement will be cancelled automatically. Any amounts due by you to us under the Purchase Power arrangement will become immediately due and payable on cancellation.

11.6 For Customers paying by Direct Debit, unless you advise us otherwise, we will opt to send you notification that your invoice is available to view on My Account at the following address [www.pitneybowes.ie](http://www.pitneybowes.ie) and visiting the My Account pages. A hard copy will not be sent. This, concerns all payments made by direct Debit but does not include the Rentals payments.

11.7 You may at any time terminate the Purchase Power arrangement by giving 30 days written notice. Any amounts due by you to us under the Purchase Power arrangement will become immediately due and payable on termination.

#### **12. RENEWAL**

This Agreement will continue into a renewal period after the end of the Minimum Period at the same Rentals and frequency unless at least 1 month's prior written notice is given by either party to the other expiring no earlier than the last day of the Minimum Period.

#### **13. ENDING THIS AGREEMENT**

13.1 We may end this Agreement during the Minimum Period or any renewal period by giving you written notice if:

(a) you do not keep to this Agreement or any other agreement with us;

(b) you do not pay us on time;

(c) you do not carry out any of your duties under this Agreement;

(d) you have an order against you to wind up your business;

(e) a liquidator, receiver or examiner is appointed to manage all or part of the assets of your business; or you are declared bankrupt or insolvent.

13.2 When this Agreement for any reason is terminated during the Minimum Period, you must pay to us all amounts already due to us including any interest payable on those amounts together with any expenses and costs incurred by us due to your failure to keep to the terms of this Agreement plus all Rentals which would have been payable by you had this Agreement not ended early, less a discount at the rate of 30 per annum from the date each payment would have fallen due to the termination date and any sales proceeds (after all our expenses have been deducted) if we are able to sell the Equipment.

13.3 You may from time to time request that we agree to the termination of this Agreement during the Minimum Period. Should you wish to terminate, we will provide you with a written quotation setting forth the basis on which any agreed termination shall take place, which shall take into account all rental payments up to the date of the quotation. Such quotation shall remain valid unless and until you request a further quotation.

13.4 During the renewal period after the Minimum Period, you can terminate this Agreement by giving us at least 1 month's written notice.

13.5 You must also immediately return the Equipment to us in accordance with Clause 14 below.

#### **14. RETURN OF THE PRODUCTS**

14.1 If this Agreement is ended under Clause 13 above, on expiry of the Minimum Period, or otherwise you will no longer have our permission to keep the Equipment and you must, within 14 days from when this Agreement ended, at your own risk and expense, return the Equipment (complete with all ancillary items originally supplied) in Average Saleable Condition to us at the address which we will tell you.

14.2 If you do not return the Equipment you must:

(a) allow us to enter the installation address so we may collect our Equipment and, if we have to collect them ourselves, pay us our reasonable costs for collection;  
(b) pay us the full replacement cost of the Equipment if we are prevented from collecting, or you no longer have them and for any parts or accessories missing from returned or collected Products.

(c) continue to pay Rentals on a pro-rata basis until all the Equipment are returned and accepted by us.

14.3 We will invoice you for any costs payable under Clause 14.2.

#### **15. TREATMENT OF PURCHASE POWER CREDIT BALANCES**

15.1 Where, for any reason, we hold money belonging to you we will note this in our records.

15.2 If your account with us is inactive for 6 months and we hold money belonging to you, we will write to you (at the last known address we hold for you) to inform you and to ask you if you wish us to pay the money back to you.

15.3 If you do not respond to our letter within 30 days of the date of that letter, we will charge you an account administration fee of €10 per month as our fee for continuing to hold and administer money belonging to you. We will deduct this fee from the money we hold. We will continue to deduct this fee monthly until we no longer hold any money belonging to you.

#### **16. VARIATION OF THE AGREEMENT**

16.1 We can vary this Agreement at any time. Normally we will only vary this Agreement to reflect changes in law, market conditions or good hire industry practice. Our rights of variation are subject to important restrictions set out in the rest of this Clause.

16.2 Subject to the exceptions set out in Clause 16.3 below, we will not vary any of the information set out on the Order Form without entering into a new agreement with you.

16.3 The restriction set out in Clause 16.2 above does not apply to (a) applying a ValueMax fee in accordance with Clause 10.4; or (b) a variation in any fees, charges or interest that may be applied by us on default. We can vary such fees, charges or interest without obtaining your consent, especially all the fees mentioned in Clause 11.

16.4 If we vary this Agreement and the variation is to your disadvantage, we will give you at least 30 days' prior written notice of the variation, except where we have to vary the Agreement more quickly to comply with legislation.

16.5 In all other cases we will write to you within 30 days of having varied the Agreement.

#### **17. JOINT AND SEVERAL LIABILITY**

If your business is a partnership, each individual partner and the partnership business are all legally bound by the Terms and Conditions of this Agreement. This Clause does not apply if you are trading together as a Limited Liability Partnership.

#### **18. NOTICES**

Any/all notice(s) given under this Agreement must be sent by pre-paid post to the address shown on Page 1 or to any other address we have told each other about in writing. The notice will be deemed delivered 2 business days after posting. Any/all Legal notice(s) must be clearly marked "FOR THE ATTENTION OF THE COMPANY SECRETARY".

#### **19. COUNTERPARTS/FACSIMILE**

This Agreement shall be capable of being executed in a number of counterparts which together shall constitute one and the same instrument which shall take effect from the time of execution by the last party required to execute the Agreement. To the extent that this Agreement or any counterpart hereof and/or any amendments hereto, are executed and delivered by mean of a facsimile machine, it is agreed that same shall be treated in a manner and in all respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original executed version thereof delivered in person.

#### **20. DATA PROTECTION**

20.1 You and we will comply with all applicable requirements of Data Protection Legislation. You agree that we will not be processing any personal data on behalf of you as data controller. We will collect, use, disclose, transfer, and store personal information when needed to administer this Agreement and for our operational and

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business purposes, as further described in our Privacy Statement which is found here: <https://www.pitneybowes.com/content/pb/ie/en/privacy-statement.html>

20.2 Postage by Phone and Data Capture information may be routinely supplied by us to An Post to provide you with information about An Post products and

services. We will use the Postage by Phone and Data Capture information to ensure your postage meter is operating within specification and to provide elements of reporting as and when appropriate.

#### **21. JURISDICTION**

This Agreement is governed by and construed in accordance with Irish law and we both agree to submit to the exclusive jurisdiction of the Irish courts.