

**1. AGREEMENT**

All business undertaken between you and Pitney Bowes Ireland Limited specified overleaf is subject to these terms and conditions. Any references to "we", "us" or "our" are references to Pitney Bowes Ireland Limited. The terms and conditions set out in the Order Form, together with the terms and conditions of business set out below constitute this entire Agreement. Unless otherwise stated on the Order Form these terms and conditions (i) replace and override in its entirety all previous terms and conditions issued to you by us in any document; and (ii) excludes to the extent permitted by law all statements and representations (whether made orally or in writing) made prior to you signing this Agreement save except in the case of fraudulent representation or fraudulent concealment. No variation of these terms and conditions will form part of this Agreement unless made or specifically accepted by us in writing.

**2. ALTERATIONS TO AGREEMENT**

Any relaxation or indulgence granted by us to you will not be deemed in any way to be a waiver of or to prejudice our rights under this Agreement and shall not prevent us from enforcing such rights subsequently. To the extent that it is allowable by law we may make any alteration to this Agreement by giving you 7 days written notice.

**3. CHANGE OF ADDRESS**

You must notify us within 7 days of any change in your address(es) stated on the Order Form and confirm any verbal notification in writing. We shall not be liable for any failure to carry out our obligations under this Agreement caused by your failure to notify us of any change of address.

**4. DEFINITIONS**

In this Agreement the following words shall have the following meanings:  
 "Ascending Register Lock" - An Post stipulate that when the meter has reached its life end it can no longer be used. A postal requirement (predetermined by An Post and which is dependent on model) shown by the ascending registers locking when the first frank takes the most significant digit of the ascending register to 9, eg 9000,000.00.  
 "Consolidated Billing" - a method of billing for postage, supplies, consumables, 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.  
 "Equipment" - items referred to in Equipment Schedule on the Order Form.  
 "Mandatory Meter Inspections" - an agreement for periodic mandatory meter inspection as required by An Post for Meters.  
 "Meter" - the franking and date stamping device used to show the 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" - the postage resetting facility.  
 "PSD" - Postal Security Device. Security device used to manage security and funds management associated with Postage by Phone.  
 "Purchase Power" - a payment facility providing a method of payment for postage and Consolidated Billing (see Clause 9 below).  
 "Service Cover"- provides (i) a during Normal Business Hours next day response to emergency calls (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 [www.pitneybowes.ie](http://www.pitneybowes.ie) and visiting the My Account pages.  
 "Start Date" - The date shown on the Order Form at which this Agreement takes effect.  
 "Value Added Services" - a range of software-based solutions for use with Pitney Bowes IntelliLink® range of digital mailing Equipment.  
 "Value Added Services Cover" - provides telephone hotline software support by means of a call to the Customer Communications Centre and will provide, on a reasonable endeavours basis, a remedy over the telephone. In the event the problem cannot be remedied over the telephone or further investigation is necessary, we will send an

engineer to assist on-site in line with the level of Service Cover that you have chosen. In the event that no Equipment maintenance cover has been chosen, we will respond on a reasonable endeavours basis during Normal Business Hours, subject to engineer availability. The support charges give remote access to all new software updates and releases.

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

**5. PAYMENT TERMS**

5.1 Unless otherwise stated in this Agreement you are required to settle your accounts within 30 days of invoice date without deduction or discount. Failure to pay on time and in full could put the provision of any selected service cover at risk. Unless otherwise stated in this Agreement you will become liable to 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. In addition we will be entitled to terminate or suspend this Agreement and/ or any other agreement between us and claim damages from you for breach of this Agreement.

5.2 We reserve the right to amend the annual charge for applicable Service Cover or other services covered by this Agreement once annually, effective on each anniversary date of this Agreement.

5.3 Unless otherwise stated, prices are quoted exclusive of value added tax which will be added when you are invoiced.

**6. OTHER CHARGES PAYABLE BY YOU**

6.1 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.

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

6.3 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.

6.4 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.

**7. WARRANTY PERIOD**

7.1 During the Warranty Period we will, free of charge provide service 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.

7.2 Clause 7.1 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 have 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) wherethe 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 11 below.

7.3 Subject to this clause 7 and save as otherwise expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law as to fitness for purpose or quality of the Equipment or services provided under this Agreement are expressly excluded to the fullest extent permitted by 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

**8. THE EQUIPMENT**

8.1 Notwithstanding delivery of the Equipment title in the Equipment remains with us until payment is received in full.

8.2 Unless otherwise agreed the risk in the Equipment shall pass to you immediately upon delivery of the Equipment. Equipment shall be deemed to have been delivered upon despatch by us (or our appointed contractor or independent carrier) the Equipment Location Address.

8.3 We reserve the right to supply Equipment of a different model than that stated provided that it is of a specification equal or superior to that listed on the Order Form and with no increase to your payments.

8.4 We may assign or transfer our rights and obligations to another party by giving you written notice. You must not assign this Agreement to anyone else, nor charge, sell, or part with the Meter, nor allow anyone else to use or move the Meter from the Equipment Location Address stated on the Order Form without first obtaining our written permission.

8.5 As part of our environmental policy it is our aim to optimise the recovery and utilisation of Equipment at end of life and to this end Equipment supplied, whether newly manufactured or remanufactured, may contain serviceable new or used parts which are warranted equivalent to new.

8.6 In accordance with the requirements of An Post we shall at all times own the Meter, Vault and PSD which are rented to you under the terms of this Agreement. If the terms of the An Post Franking Machine Licence are breached by you, the Meter, Vault and PSD can be withdrawn without prior notice

8.7 Standard installation of any digital Equipment shall not include re-configuration of your system network or computing devices and shall only include installation in conjunction with standard protocol platforms and standard connectors, unless otherwise agreed in writing and upon payment of our then prevailing charge out rates.

8.8 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. Pitney Bowes recommend you to 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 with use of the access point (i.e. ISP) or in violation of this restriction.

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

## 9. PURCHASE POWER AND PAYING FOR YOUR POSTAGE

9.1 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.

9.2 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.

9.3 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.

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

9.5 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.

9.6 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.

9.7 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.

## 10. POSTAGE METERS

10.1 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.

10.2 When you are licensed to use the Meter, 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.

10.3 When you are licensed to use the Meter, 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.

## 11. SERVICE COVER/INSPECTION

11.1 All exchanged parts become our property.

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

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

11.4 We may:

(a) cease Service Cover if you are late paying us;

(b) sub-contract in whole or part the services provided under Service Cover.

(c) make additional charges for time and material used for repairs caused by (including, but not limited to) accidental or deliberate damage; improper use or operation of the Equipment by untrained and/or non-competent personnel; operating adjustments made by the engineer that an operator would have been expected to conduct during normal operation; work outside of Normal Business Hours or which cannot conveniently be carried out on site.

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

11.6 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..

11.7 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.

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

11.9 Service Cover does not cover re-licensing or re-fitting of Meter indicia in the event you change your Equipment Location Address.

11.10 Any agreement for Service cover may be separate to this Agreement.

11.11 Service Cover does not cover any repairs known by you and/or by us before the Service Cover's subscription.

#### 12. TERMINATION

12.1 Subject to the terms and conditions of this Agreement where Purchase Power relates to this Agreement either party may terminate this Agreement by giving the other not less than 30 days notice in writing. In the case of Service Cover, not less than 90 days notice in writing must be given.

12.2 In the event that you terminate this Agreement we will not refund any unexpired value from Service Cover and you must at your own expense immediately return any Equipment containing a Meter to an address that we will tell you or alternatively arrange for us to uplift the same at your expense.

12.3 If you cancel before payment in the case of Equipment Purchase; or cancel a Service Cover Agreement, you shall pay our reasonable costs and expenses incurred for transport, installation, uplift, administration, storage and sales commission.

12.4 We may terminate this Agreement without notice and without prejudice to all other rights in the event that:

(a) you breach any of the terms of this Agreement if such breach is remediable and such breach remains unremedied for 7 days following written notice by us specifying such breach; or

(b) you compose or negotiate for any composition with your creditors or become bankrupt or commit any act of bankruptcy or suffer a receiver to be appointed of all or any of your assets or permit a judgement against you to remain unsatisfied for more than seven days or (in the case of a company) enter into any form of liquidation or winding up.

12.5 On such termination you will cease to possess any Meter which forms part of the Equipment and/or Vault and will upon demand deliver the same to us. Failure to deliver the same will entitle us to repossess the Meter and/or Vault.

#### 13. TREATMENT OF PURCHASE POWER CREDIT BALANCES

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

13.2 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.

13.3 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.

#### 14. LIABILITY

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

14.1 Our total liability under or in connection with this Agreement shall be limited to €150,000;

14.2 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).

14.3 You will indemnify us and keep us indemnified against any loss, damage, expense or injury arising directly or indirectly out of the use of the Equipment other than in accordance with our operating instructions or out of any cause beyond our reasonable control.

14.4 We will not be responsible for any delay or the consequences of any delay in performing our obligations due to circumstances beyond our control.

14.5 Where there are two or more persons party to this Agreement other than us their liabilities hereunder will be joint and several.

#### 15. ADJUSTMENTS AND MODIFICATIONS

The Equipment supplied by Pitney Bowes complies with the specifications and regulatory requirements where applicable of An Post prevailing at the commencement of this Agreement. Pitney Bowes Ireland Limited shall not be liable for any loss or damage or costs arising directly or indirectly from any subsequent amendment to the Requirements which necessitate an adjustment and/or modification to the Equipment and/or a Meter. Should any item of the Equipment be rendered obsolete due to changes in the Requirements, we reserve the right to withdraw such item of Equipment.

#### 16. MISCELLANEOUS

If any provision of this Agreement is found to be illegal or unenforceable for any reason, this shall not affect the validity or enforceability of the remaining provisions.

#### 17. NOTICES

Any/all notice(s) or communication required to be given under this Agreement must be sent by pre-paid post to the address shown on the Order Form 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".

#### 18. 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 means 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.

#### 19. DATA PROTECTION

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

19.2 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.

#### 20. 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.