

1. Agreement

All business undertaken between you and Pitney Bowes Limited specified in the Order Form is subject to these terms and conditions of business. Any references to “we”, “us” or “our” are references to Pitney Bowes 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. 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. If as part of your Agreement you have access to Pitney Bowes’ SendPro® application, your use of that service is subject to the SendPro Terms of Use located in the SendPro application, the current version of which is located here: <http://www.pitneybowes.com/uk/license-terms-of-use/sendpro-subscription.html>.

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 (not already provided for above) to this Agreement by giving you seven days written notice.

3. Change of Address

You must notify us within 7 days of any change in your address(es) stated in 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:

“Agreed Deposit Balance” - the amount you have agreed to pay us to credit your Postage by Phone account to enable us to reset a postage meter using the Postage by Phone facility.

“Ascending Register Lock” – when the meter has reached its life end and can no longer be used. This is shown by the ascending registers locking when the first frank takes the most significant digit of the ascending register to 9.

“Consolidated Billing” – a method of billing for postage, supplies, consumables, service charges and other services on one invoice.

“Customer Communication Centre” – contacted by telephoning 08444 992 992

“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 1998, until the effective date of its repeal; (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

“Equipment” – items referred to in Equipment Schedule in the Order Form or in a separate equipment schedule

“Mandatory Meter Inspections” – mandatory meter inspections only as required by Royal Mail for Meters. “Meter” – the franking and date stamping device used to show the postage paid.

“Meter Reset”- means the resetting of your Meter with postage.

“Meter Reset Charge”- administration charge payable by you for each Postage by Phone reset.

“Normal Business Hours” – between 9am and 5pm Monday to Thursday and 9am and 4.30pm Friday (excluding public

holidays) for Service Cover.

“Service Cover” – provides (i) a during Normal Business Hours next day response to emergency calls or when selected, an enhanced service will provide a targeted six hour 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 (Royal Mail or other) will be covered within a 12 month period starting with the Start Date of this Agreement. The postal rate charges offered above will not be applicable to the DM50/55 meter products, which include the current Royal Mail rates. Any future rates changes will be chargeable. For the PPO and DM50 ranges, 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.

“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.

“Product Performance Guarantee” – The guarantee provided by Pitney Bowes Ltd to ensure your equipment operates to manufacturers standards.

“PSD” – Postal Security Device. Security device used to manage security and funds management associated with Postage by Phone.

“Purchase Power”- a revolving credit payment facility, allowing payment in arrears for postage and/or Consolidated Billing which will be subject to separate terms and conditions.

“Scheme” – the specifications outlined in the Royal Mail Scheme for Franking Letters and Parcels, as issued by Royal Mail from time to time.

“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 Contact Centre and will provide, on a best endeavours basis, a remedy over the telephone. In the event the problem cannot be remedied over the telephone or further investigation is necessary, Pitney Bowes will send an engineer to assist on-site in line with the level of Service Cover. In the event that no Service Cover has been chosen, we will respond on a best 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;

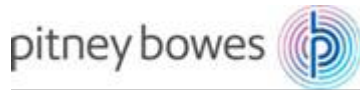
“Warranty Period” – 3 months from installation of the Equipment.

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 (including Postage by Phone) at risk. Unless otherwise stated in this Agreement you will become liable to pay us interest on the amount overdue at a rate of 5 per cent per annum above the base rate from time to time of Barclays Bank PLC calculated from the date of due payment until the date of actual payment (as well after as before any judgement), plus £5 late payment fee. 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 for each Renewal Term.

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



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www.pitneybowes.co.uk and visiting the My Account pages. A hard copy will not be sent.

6. Warranty Period

a) During the Warranty Period we will, free of charge during Normal Business Hours, provide you only for the replacement of equipment or components that have failed due to manufacturing defects (fair wear and tear excepted) (including parts and labour) to carry out on-site repairs and make mechanical adjustments. b) 6.a above does not apply during the Warranty Period to any modification or adjustment necessary under Clause 12.4.2 below. c) Print heads for your PB meter are a consumable item and, subject to 6.a above, we reserve the right to charge for print head replacement. d) Subject to this clause 6 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.

7. The Equipment

a) Notwithstanding delivery of the Equipment title in the Equipment remains with us until payment is received in full. b) Unless otherwise agreed the risk in the Equipment shall pass to you immediately upon delivery of the Equipment. For the avoidance of doubt Equipment shall be deemed to have been delivered upon despatch by us (or our appointed contractor or independent carrier) to your nominated Equipment location. c) 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 in the Order Form and with no increase to your payments. d) 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 Location Address stated in the Order Form without first obtaining our written permission. e) We will provide you with a Pitney Bowes Product Performance Guarantee, provided you have Service Cover, which you may rely on if the Equipment fails to perform to its specification. f) 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. g) We in accordance with the requirements of Royal Mail shall at all times own the Meter, Vault and PSD which are rented to you under the terms of this Agreement. h) 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. i) 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. ASP) or in violation of this restriction. j) Embedded software. Our Products 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.

8. Purchase Power - paying for postage, consumables, etc, later.

8.1 If you have chosen this payment method you will be required to enter into a separate Purchase Power Agreement which will govern the revolving credit arrangement and which is separate to this Agreement.

9. Postage by Phone - paying for postage in advance

9.1 If you have chosen this payment method we will:

(a) collect from you an amount equal to the Agreed Deposit Balance; credit your account with your payment and allow you to reset your Meter as required up to the credit balance of your account; (b) pay to Royal Mail on your behalf the amount due in respect of each reset; (c) deposit the monies held in your account into a designated bank account; (d) not pay you interest on funds held in your account or elsewhere on your behalf, but will retain for our benefit all income accruing on your account; (e) let you know in writing your account balance, repayable to you on 30 days written notice of termination (by either you or us) of this payment method, and ask for your written instructions for sending you the monies, if any. (f) you will surrender to Pitney Bowes Limited the monies due to you under clause 9.1 (e) above if you do not claim the monies within 180 days of us telling you the amount repayable to you. 9.2 You will pay us, immediately on demand by us, any advance we may allow you to reset your meter together with a handling fee charged at the prevailing rate (of which we will notify you from time to time) for the advance.

10. Meter Reset Charge

10.1 For each Meter Reset you will be charged a £8.00 Meter Reset Charge if paid by Direct Debit or a £11.00 Meter Reset Charge if paid by invoice.

10.2 We reserve the right to vary the Meter Reset Charge from time to time by giving you at least 30 days notice in writing.

10.3 VAT will be added to all transactions and fees, if applicable, at the rate which applies on the date the payment is due.

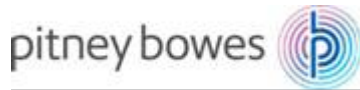
11. Postage Meters

11.1 We must obtain a licence on your behalf from Royal Mail for you to use a Meter and you undertake to strictly perform and observe the conditions of the licence.

11.2 When you are licensed to use the Meter:

11.2.1 you must not: (a) do anything which may result in Royal Mail revoking your licence; (b) make any alterations to the Meter, or the design or colour of any impression approved by Royal Mail without written consent from Royal Mail or us; (c) make any modifications or attachments to the Meter which will affect the franking or revenue recording system.

11.2.2 you must: (a) if you do not have Service Cover, have in place, from the date we or another party approved by Royal Mail installs the Meter, an agreement for Mandatory Meter Inspections. Mandatory Meter Inspections are required by Royal Mail for the period you hold a licence to use a Meter. Any such agreement shall be separate and in addition to this Agreement. (b) for a period of three months from installation (and after then in accordance with the current Royal Mail



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regulations) allow us to remotely inspect a Meter fitted with a Vault as required by Royal Mail guidelines. 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 Royal Mail; (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 Royal Mail has asked us to repossess them; (e) indemnify us against any liability incurred by us to Royal Mail if Royal Mail demands payment from us because you are using a Meter or made a payment for postage without a valid licence; (f) ensure that the Meter has the active Royal Mail tariff with current prices. Failure to comply may result in surcharges from Royal Mail or may render the Products inoperable.

12. Service Cover/Inspection

12.1 All exchanged parts become our property.

12.2 You shall maintain a safe working environment in accordance with Health and Safety Laws.

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

12.4 We may: 12.4.1 cease Service Cover if you are late paying us; 12.4.2 make additional charges for time and material used for (a) repairs caused by (including, but not limited to) accidental or deliberate damage; (b) improper use or operation of the Products by untrained and/or non-competent personnel; (c) operating adjustments made by the engineer that an operator would have been expected to conduct during normal operation; (d) work outside of Normal Business Hours or which cannot conveniently be carried out on site.

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

12.6 If during the 5 years covered by the Product Performance Guarantee, the Meter requires substitution due to failure or Ascending Register Lock we will substitute the Meter as long as you have Service Cover and the Meter has been used within its specification and has not been subjected to misuse.

12.7 If in our opinion reconditioning of the Products is required due to deliberate or accidental damage, abnormal use outside the Product specification, or failure outside the Service Cover, 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.

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

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

12.10 Any Service Cover agreement may be separate to this Agreement.

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

12.12 For the PPO and DM50 ranges, 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.

13. Term and Termination

13.1 Service Cover: Service Cover shall commence on signature of the Agreement, except where Service Cover relates to a lease agreement with you then it commences on the date of Delivery (as defined in your lease agreement) and

unless terminated earlier in accordance with this clause, Service Cover shall continue for a 12 month period (Initial Term) and shall automatically extend for 12 months (Renewal Term) at the end of the Initial Term and at the end of each Renewal Term. Either party may give written notice to the other party, not later than 90 days before the end of the Initial Term or the relevant Renewal Term, to terminate Service Cover at the end of the Initial Term or the relevant Renewal Term, as the case may be.

13.2 During an Initial Term or a Renewal Term either party may terminate Service Cover on 90 days notice however in the event you terminate we will not refund any unexpired value Service Cover/Inspection and you must at your own expense immediately return any Equipment containing a Meter to our Decommissioning Centre in Harlow or alternatively arrange for us to uplift the same at your expense.

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

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

a) you breach any of the Conditions of this Agreement if such breach is remediable and such breach remains unremedied for seven 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.

13.5 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.

14. Liability

14.1 Except in the case of personal injury or death due to our negligence or fraudulent misrepresentation or fraudulent concealment, our liability in respect of any claim for damage caused by the Equipment or by us during the performance of this Agreement shall be limited to £100,000.

14.2 Except in the case of death or personal injury caused by our negligence or fraudulent misrepresentation or fraudulent concealment, we shall not be liable for any consequential indirect or special loss or damage (including but not limited to loss of business or loss of profit) howsoever arising (whether in contract, 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.

15. Adjustments and Modifications

The Equipment supplied by Pitney Bowes complies with the specifications and regulatory requirements where applicable of Royal Mail prevailing at the commencement of this Agreement. Pitney Bowes 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 first class pre-paid post to the address shown in the Order Form or to any other address we have told each other about in writing. The notice will be deemed delivered two business days after posting. Any/all Legal notice(s) must be clearly marked "FOR THE ATTENTION OF THE COMPANY SECRETARY".

18. Governing Law

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

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: <http://pitneybowes.com/content/pb/uk/en/privacy-statement.html>

19.2 Postage by Phone and Data Capture information may be routinely supplied by us to Royal Mail to provide you with information about Royal Mail 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.