

1. Agreement

All business undertaken between you and Pitney Bowes Limited specified on 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 the Equipment Location Address 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:

“Account” means your Pitney Bowes® Pre-Pay Account;

“Agreed Prepaid Balance” - the amount you have agreed to pay us to credit your Pitney Bowes Pre-Pay Account- an account to enable us to reset a postage meter using the PB Postage facility.

“AutoInk”- our ink replacement programme as set out more fully here:

<https://www.pitneybowes.com/uk/support/article/000082949/autoink-explained.html>.

“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.

“Customer Communication Centre” – contacted by telephoning 08444 992 992 or as set out at <https://www.pitneybowes.com/uk/support/contact-us.html>

“Data Capture”- the capability of us 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 the Data Protection Act 2018 and UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

“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 PB Postage 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” – means (i) a during Normal Business Hours next day response to emergency calls (ii) all emergency repairs, labour, spare parts; (iii) for IntelliLink® range of Products, unlimited update to tariff increases and (iv) for non IntelliLink® range of Products 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. Any future rates changes will be chargeable. For the DM60 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 Your Account pages. If Ink is included, as indicated on the Order Form, AutoInk is provided as a service to you as part of the Service Cover you chose.

“Order Form” means the form called Purchase Agreement setting out the Products and which references these terms and conditions.

“PB Postage™” – the postage resetting facility.

“Product Performance Guarantee” – The guarantee provided by us to ensure any Pitney Bowes Products operate to manufacturers standards.

“Products”- hardware (including accessories/ancillary items) detailed on the Order Form.

“PSD” – means the virtual or physical postal security device used for PB Postage security and funds management.

“Purchase Power”- a revolving credit payment facility, allowing payment in arrears for postage 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.

“Vault” – PB Postage revenue security device;

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

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. 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. Unless you advise us otherwise, we will opt to send you notification that your invoice is available to view on Your Account at the following address www.pitneybowes.co.uk and visiting the Your 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) 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 Products or services provided under this Agreement are expressly excluded to the fullest extent permitted by law.

7. THE PRODUCTS

a) Notwithstanding delivery of the Products title in the Products remains with us until payment is received in full. b) Unless otherwise agreed the risk in the Products shall pass to you immediately upon delivery of the Products. For the avoidance of doubt Products shall be deemed to have been delivered upon despatch by us (or our appointed contractor or independent carrier) to your nominated Products location. c) We reserve the right to supply Products 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 Equipment Location Address without first obtaining our written permission. e) We will provide you with a Product Performance Guarantee, provided you have Service Cover, which you may rely on if the Products fails to perform to its specification. f) As part of our environmental policy it is our aim to optimise the recovery and utilisation of Products at end of life and to this end Products 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 Products 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 Products. Your Connect+ Series Products may use an internet access point (e.g., wireless router) provided by us. We recommend you to only use this access point for connectivity between the Connect+ Series Products 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 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. PITNEY BOWES PRE-PAY - PAYING FOR POSTAGE IN ADVANCE

9.1 If you have chosen this payment method we will:

- (a) set up on your behalf a Pitney Bowes Pre-Pay account and send you monthly invoices relating to the preceding month;
- (b) collect from you an amount equal to the Agreed Prepaid Balance, credit your account with your payment and allow you to reset your Meter as required up to the credit balance of your account;
- (c) as long as you are not in breach of the terms of your account or this Agreement, pay to Royal Mail on your behalf the amounts for which you wish to reset your Meter and charge this amount to your account together with a Meter Reset Charge at the prevailing rate of which we will notify you from time to time;

- (d) automatically charge to your account all postage.
- (e) if Royal Mail refunds or surcharges a sum of postage under the terms of your license as outlined in the Scheme, we will apply the postage to your Account.
- (f) deposit the monies held in your account into a designated bank account;
- (g) 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;
- (h) 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.
- (i) you will surrender to us the monies due to you under Clause 9.1 (h) above if you do not claim the monies within 180 days of us telling you the amount repayable to you.

9.2 If you:

- (a) are paying by direct debit, your sums will be due when we draw the direct debit as notified to you.
- (b) are paying by invoice, 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.
- (c) fail to pay us any sum we have advanced you 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 £25 each time you pay late.

9.3 We may allow you to reset your Meter up to an amount equal to your Agreed Prepaid Balance where your account credit balance is nil however we will charge you an over limit fee of 3% of the amount over your limit.

9.4 You are the only one entitled to use the Account.

9.5 If this Agreement is terminated your Pitney Bowes Pre-pay arrangement will be cancelled automatically. Any amounts due by you to us under the 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 Your Account at the following address www.pitneybowes.co.uk and visiting the Your Account pages. A hard copy will not be sent. This, concerns all payments made by direct Debit but does not include the Rentals payments.

9.7 You or we may at any time terminate the Pitney Bowes Pre-Pay arrangement by giving 30 days written notice to the other. Any amounts due by you to us under the Pitney Bowes Pre-Pay arrangement will become immediately due and payable on termination.

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 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 (or in the case of virtual access) restrict access to any franking, date stamping dies, PB Postage security codes, Vaults, PSDs or Meters if we provide you with evidence that Royal Mail has asked us to repossess or restrict access to 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

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, a 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 does not cover re-licensing or re-fitting of Meter indicia in the event you change your Equipment Installation Address.

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

12.11 Service Cover does not cover any repairs known by you or by us before the Service Cover subscription.

12.12 For the DM60 range, 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 Your 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 and you will, in accordance with the instructions provided to you, arrange to return any Products containing a Meter to us.

13.3 If you: a) cancel before payment in the case of Products Purchase; or b) cancel a Service Cover 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 Products 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 Products 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 Products 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.

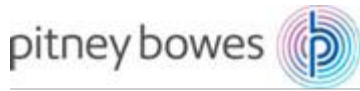
15. ADJUSTMENTS AND MODIFICATIONS

The Products supplied by us complies with the specifications and regulatory requirements where applicable of Royal Mail prevailing at the commencement of this Agreement. We 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 Products and/or a Meter. Should any item of the Products be rendered obsolete due to changes in the Requirements, we reserve the right to withdraw such item of Products.

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



Pitney Bowes Purchase and Service Terms and Conditions (April 2023)

Except for legal notices, any requirement to provide notice in writing to you can be made to the email address registered in Your Account. Legal notices to you or any notice to us 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. Legal notice(s) to us must be clearly marked "FOR THE ATTENTION OF THE COMPANY SECRETARY". Under this clause a "legal notice" is the service of any proceedings or other documents in any legal action.

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 PB Postage 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 PB Postage and Data Capture information to ensure your postage meter is operating within specification and to provide elements of reporting as and when appropriate.