

## STANDARD TERMS AND CONDITIONS FOR DOMESTIC PARCEL SERVICES

These Standard Terms and Conditions for Domestic Parcel Services (the “**T&C’s**”) govern the Client’s acquisition and use of the Services described herein. By signing the Statement of Work for Domestic Parcel Services (“**SOW**”), you accept the terms of these T&C’s and agree to be bound by them.

### 1. **Definitions**

- 1.1. “**Client Customer**” means an end consumer of Client (or, in the scenario where Client is not a merchant, of the party engaged by Client) who requires delivery or returns services.
- 1.2. “**Implementation Date**” means the date upon which the first Package is processed through Service Provider’s network.
- 1.3. “**International Delivery Package**” means a package destined for an international (non-US) destination for which Service Provider is managing the delivery logistics for Client.
- 1.4. “**Package**” means any domestic (United States) package bearing a valid delivery or return label that is managed through Service Provider’s network and specifically excludes any International Delivery Package.
- 1.5. “**Product**” means an item of Client’s (or, in the scenario where Client is not a merchant, of the party engaged by Client) merchandise purchased by a Client Customer.
- 1.6. “**Services**” means the services as described in the SOW, and (a) for parcel delivery services, the services as set forth in [Section 5](#), and (b) for parcel returns services, the services as set forth in [Section 5.2](#).
- 1.7. “**Transaction**” means the completion of any one of the tasks for which a fee may be charged in connection with the Services.
- 1.8. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the SOW and if not set forth therein, in the Master Services Agreement (formerly, Framework Agreement).

### 2. **Compliance.**

- 2.1. Client represents and warrants that no Products delivered to Service Provider are counterfeit goods or goods that otherwise violate trademarks or other Intellectual Property rights held by third party

owners of such trademarks or rights. Client further represents and warrants that all Products transported in accordance with this Agreement do not, and will not, contain (a) hazardous materials such that hazardous shipping papers are required under CFR 49, ORM-D, DOT, or other applicable laws, rules or regulations, (b) dangerous goods such that IATA Dangerous Goods Regulations would apply, (c) prescription drugs or other controlled substances or regulated goods, (d) pest or mold infested or otherwise unsanitary conditions that are capable of infecting or infesting other areas, goods or packages, or (e) items the transport, storage or receipt of which by the recipient would violate domestic or international law. Client shall immediately notify Service Provider with the pertinent facts if Client knows or should have known that it has furnished any Products described in this Section to Service Provider. In addition to any other representations and warranties made by Client, Client further represents and warrants that Client is authorized to do business in the United States of America and Client shall immediately notify Service Provider of any investigation, proceeding, or notice received by Client that would impair such authorization or would cause any Packages Client has tendered to Service Provider to be in violation of the laws of the United States of America.

### 3. **Termination.**

- 3.1. Service Provider may terminate the SOW immediately in the event: (a) no Implementation Date has occurred within 60 calendar days of the SOW’s Effective Date, (b) if, after the Implementation Date, the expected volume of Packages have not been processed by Client through Service Provider’s network for 60 consecutive days or (c) without limiting [Section 2.2](#) of the GEC Services Standard Terms and Conditions, Client fails to pay Fees when due. In addition to any other right a party may have to terminate the Agreement, Service Provider may terminate this SOW for convenience upon 30-days prior written notice to the Client or immediately upon notice from any government or regulatory authority.
- 3.2. Upon expiration or termination of the SOW for any reason: (a) Service Provider will promptly return to Client, upon Client’s prepayment of the fees specified in the SOW, all Packages in its possession and control, and (b) Client immediately will cease

(and will instruct all Client Customers to cease) submitting Packages to Service Provider. Client hereby authorizes Service Provider to destroy any Packages received by Service Provider after the termination date and Service Provider shall not be liable for any loss or damage to Packages arriving at a Processing Center after termination of the SOW.

4. **Indemnification.** Client shall indemnify, defend and hold harmless Service Provider and its affiliated and controlling entities, and the directors, employees, officers, agents, subcontractors, licensors and suppliers of each of them from and against all third party (including any Client Customers’) liabilities, claims, suits, demands, actions, fines, damages, losses, costs and expenses (including reasonable attorneys’ fees) arising out of or in connection with: (a) the design, manufacture, packaging, marketing, use, storage, importation, customs clearance, transportation or sale of any Product or Client’s instructions regarding such Product; (b) claims of infringement or other violation of a third-party’s Intellectual Property rights; (c) any alleged or actual violations of laws, rules or regulations applicable to Client or any Product, and (d) any alleged or actual breach of Client’s representations and warranties in [Section 2.1](#). Service Provider shall have no liability or indemnification obligation under the Agreement arising out of or in connection with any Product.
5. **Delivery Services.** If, in the SOW, Client has purchased Delivery Services, then the additional terms in this Section shall apply to Client’s use of Delivery Services.
  - 5.1. “**Delivery Services**” shall mean the services described in this Section.
    - 5.1.1. To avail itself of the Delivery Services, Client must engage a third party to clear all items through customs and make Packages available to Service Provider preloaded onto pallets, gaylords, or within trailers, as mutually agreed by the parties. Each Package shall have a product identifying barcode and a zip code. Client will provide Service Provider with an electronic bill of lading file listing each Package included within each shipment prior to releasing the shipment to Service Provider or its agent. All Packages must be less than 70 pounds. A pickup window will be provided by Client to Service Provider which will take possession (or cause its agent to take possession) of Packages at a facility designated by Client and agreed to by Service Provider. Missing the pickup window may cause the Client to incur additional charges. Service Provider will then transport

the Packages to a facility identified by Service Provider where Services are performed (“**Processing Center**”) where the Packages will be scanned, sorted, weighed, consolidated and prepared for further shipment. Consolidated shipments of Packages will then be manifested and delivered to the appropriate USPS facility. The USPS will provide the final leg of transportation for the Packages to addresses on the Package labels.

Client and Service Provider desire to build flexibility into the Agreement to allow for contingency plans and temporary “**Additional Services**” which may include but are not limited to storage, labor and transportation diversions or modifications tangential to the Services and offered to Client from time to time as the need may arise for the business continuity of the parties. The rates for the Additional Services shall be quoted at time of request and invoiced and paid in accordance with the Agreement terms. Client shall comply with the standard timeframe for the unloading and release of any trailers dropped at a Client-request site which are not designated as live-unload. Service Provider’s transportation fleet requires all such trailers dropped at a site to be released within 24 hours from the time of the drop (the “**Trailer Release Schedule**”). Client acknowledges that industry standard is a 24-hour turnaround for trailer release. Client acknowledges that (i) failure to adhere to the Trailer Release Schedule, (ii) failure to unload trailers in a timely manner for delivery to Client designated facilities, (iii) missing or inaccurate client forecasts, (iv) diversions or (v) other Client-caused delays will result in additional charges for delays and/or the need for additional services which may include storage, labor and/or transportation.

5.1.2. Following implementation, Service Provider will provide Client with downloadable data files via the internet on Package deliveries. If Client opts to incorporate such data into Client’s Information Systems, Service Provider and Client will mutually agree upon a method to achieve this integration during, or subsequent to, the implementation of the Services. Additionally, Service Provider’s Systems utilize reporting technology that allows for the generation of standardized reports with output in Excel or HTML format via the Internet through a Service Provider-supplied website. Service Provider will provide technical support for issues related to the Services to Client via a dedicated email address. If Client intends to use a third party service provider to integrate and implement any Service Provider process or access any of Service

Provider’s System, the Client shall, in absence of a third party integrator agreement between Service Provider and Client’s third party service provider, be liable for any damages caused to Service Provider’s Systems or property caused by such third party service provider.

5.1.3. Service Provider may from time to time improve aspects of Service Provider’s Systems. Service Provider will provide Client with relevant technical details reasonably in advance of improvements that might impact communications between Service Provider’s Systems and Client’s Information Systems. Service Provider will be responsible for all changes, updates and/or maintenance of Service Provider’s Systems. Any professional services required to update Client’s Information Systems as a result of Service Provider’s changes and/or updates and maintenance of Service Provider’s Systems will be Client’s responsibility. Client agrees to, at its own expense, create and maintain such modifications to Client’s Information Systems as are necessary to produce labels that comply with the then current USPS requirements.

#### 5.1.4. Forecasts.

5.1.4.1 Monthly. At least 15 days prior to start of a month during which Services will be performed, Client must provide Service Provider with a forecast detailed by day for the entire month.

5.1.4.2 Quarterly. At least 45 days prior to the start of a fiscal quarter, Client must identify promotions, sales, Product releases, and other events or activities which may reasonably be expected to have a material impact on the volume, timing, or composition of orders and notify Service Provider thereof.

5.1.4.3 Peak Planning. Client shall meet with Service Provider no later than September 15<sup>th</sup> of each year of the Term to discuss Peak Season forecast, capacity and any Client upgrade elections.

#### 5.2. Loss Claims – Delivery Packages

5.2.1. Loss Claims that are approved for payment will be credited by Service Provider against the then-current amount due from Client. Loss Claims will be processed as set forth in this Section. Service Provider may withhold Loss Claim payments if Client is not then in compliance with the payment terms.

5.2.2. Service Provider accepts liability for Packages

once received at a Processing Center or by an agent designated by Service Provider until such time as released to the USPS or to Client or Client’s agent; provided, Client hereby waives all rights to submit any claim with respect to a Package to the extent the damage or loss was caused by the acts or omissions of Client (or its agents or employees), or by the criminal acts or other willful misconduct of any third party (including by any Client Customer).

5.2.3. Receipt of packages at a Processing Center is entered and recorded through the scan of a label barcode and subsequent storage in the Service Provider System. For purposes of a Loss Claim, a shipment manifest or scan of an entire shipment, container or truckload by Service Provider or a Client shall not be considered receipt by Service Provider of, and no Loss Claim may be filed respect to, any particular parcel contained in such shipment and any such parcel shall not be considered scanned for induction and possession until individually scanned. In order to pursue a Loss Claim, Client must file a complete written Loss Claim Notice with Service Provider not sooner than 14 days and not later than 30 days of the date that the Package was received at a Processing Center or the corresponding invoice was delivered to Client and Client shall comply with Service Provider’s formal process for submitting and documenting Loss Claims. Client waives any right to collect on a late-filed or non-compliant Loss Claim Notice. Upon receipt of a Loss Claim Notice, Service Provider will acknowledge and respond to Client within three business days. Service Provider will promptly investigate each Loss Claim. Within 30 business days after receipt of the Loss Claim Notice, Service Provider will pay, decline, settle or request additional information necessary to resolve each completed and properly filed Loss Claim Notice. Settled claims will be credited against Client’s balance. At no point in the provision of Services will Service Provider be deemed to have taken “title” to the Packages or Products.

5.2.4. “**Loss Claim**” means a claim by Client related to a Package received by Service Provider or a Service Provider agent that is damaged or lost while in the control of Service Provider or its agent.

5.2.5. “**Loss Claim Notice**” means a formal written notice from Client to Service Provider’s Loss Claims manager containing (a) written facts sufficient to identify the Loss Claim, which at a minimum should include the relevant Package ID Number, Invoice Number, Claim Reason and Customer Zip Code, and (b)

the Loss Claim Value, along with relevant and sufficient supporting documentation establishing such Loss Claim Value.

5.2.6. **“Loss Claim Value”** means Client’s actual Product wholesale cost for all Products contained in the Package that is the subject of the applicable Loss Claim (not to exceed \$100.00) per Package.

6. **Returns Service.** If, in the SOW, Client has purchased Returns Services, then the additional terms in this Section shall apply to Client’s use of Returns Services.

6.1. **“Returns Services”** shall mean the services described in this Section.

6.1.1. To avail itself of the Returns Services, a Client Customer must drop off a Package to a Service Provider designated facility (which facilities may include, but are not limited to, offices, drop boxes, or mail boxes serviced by the USPS). Service Provider will take possession (or cause its agent to take possession) of Packages from the designated facility. Once received at a Processing Center, all Packages will be scanned, sorted, weighed, consolidated and prepared for shipment. Consolidated shipments of Packages will then be manifested and delivered to Client’s designated destination.

6.1.2. Following implementation, Service Provider will provide Client with downloadable data files via the internet on Packages. These files include, but are not limited to advance notification files of Packages and billing detail files. If Client opts to incorporate such data into Client’s Information Systems, Service Provider and Client will mutually agree upon a method to achieve this integration during, or subsequent to, the implementation of the Services. Additionally, Service Provider’s Systems utilize reporting technology that allows for the generation of standardized reports with output in Excel or HTML format via the Internet through a Service Provider-supplied website. Service Provider will provide technical support for issues related to the Services to Client via a dedicated email address. For the term of the SOW, Service Provider will assign Client’s account to a specified account manager.

6.1.3. Service Provider may from time to time improve aspects of Service Provider’s Systems. Service Provider will provide Client with relevant technical details reasonably in advance of improvements that might impact communications between Service Provider’s Systems and Client’s Information Systems. Service Provider will be responsible for all changes, updates and/or maintenance of Service Provider’s Systems. Any

professional services required to update Client’s Information Systems as a result of Service Provider’s changes and/or updates and maintenance of Service Provider’s Systems will be Client’s responsibility. Client agrees to, at its own expense, create and maintain such modifications to Client’s Information Systems as are necessary to produce labels that comply with the then current USPS requirements.

6.1.4. During the term the SOW, Client shall use Service Provider’s return label as its sole USPS return label. Client will use reasonable commercial efforts to include a Service Provider label on the original order summary in the original shipping container for all Products sold in the 48 contiguous states of the United States. Additionally, Client agrees to create and maintain such modifications to Client’s Information Systems as are necessary to produce return labels that comply with the then current USPS requirements.

6.1.5. **Forecasts.**

6.1.5.1 **Monthly.** At least 15 days prior to start of a month during which Services will be performed, Client must provide Service Provider with a forecast detailed by day for the entire month.

6.1.5.2 **Quarterly.** At least 45 days prior to the start of a fiscal quarter, Client must identify promotions, sales, Product releases, and other events or activities which may reasonably be expected to have a material impact on the volume, timing, or composition of orders and notify Service Provider thereof.

6.1.5.3 **Peak Planning.** Client shall meet with Service Provider no later than September 15<sup>th</sup> of each year of the Term to discuss Peak Season forecast, capacity and any Client upgrade elections.

6.2. **Returns Center Services.**

6.2.1. Client may allow Client Customers and Client’s customer services representatives, and subcontractors (“Returns Center Users”) to utilize Service Provider’s Customer Returns Center services for the following purposes: creating and tracking a return label online. Return labels may be printed on Returns Center Users’ local printer or emailed to Returns Center Users for printing on a local printer. If Client chooses to enable the email delivery option, Service Provider will send an email with a link to a customized return label (which can be

retrieved online through a Service Provider supplied website) to each email address of the Client Customer based on information provided by Client. The Client Customer will be responsible for retrieving the email, accessing the customized return label online and printing the return label on a local printer.

6.2.2. The Returns Center Services may be utilized by accessing a Service Provider provided website (to be specified by Service Provider) and entering in the information required to complete the requested transaction. The amount and type of data will differ based on the type of transaction requested by the Returns Center User.

6.2.3. Additionally, Client may utilize Service Provider’s Returns Center Print & Mail services for the purpose of remotely distributing return labels. If Client chooses to utilize the Returns Center Print & Mail service, Service Provider will print and mail a dynamic return label to Client Customers based on the information provided by Client. In conjunction with the Print & Mail Service, Service Provider shall provide a standardized label layout and stock to be utilized by Client. Service Provider will also provide associated printing and mailing preparation (including post card postage). Any deviation from the standard requested by Client will result in additional fees to Client.

6.3. **Loss Claims – Return Packages.**

6.3.1. Loss Claims that are approved for payment will be credited by Service Provider against the then-current amount due from Client. Service Provider may withhold Loss Claim payments if Client is not then in compliance with the payment terms.

6.3.2. Service Provider accepts liability for Returns Services Packages once received at a Processing Center; provided, Client hereby waives all rights to submit any claim with respect to a Package to the extent the damage or loss was caused by the acts or omissions of Client (or its agents or employees), or by the criminal acts or other willful misconduct of any third party (including by any Client Customer).

6.3.3. Receipt of packages at a Processing Center is entered and recorded through Service Provider’s scan of a label barcode on such Package and subsequent storage in the Service Provider System. To pursue a Loss Claim, Client must file a complete written Loss Claim Notice with Service Provider not sooner than 14 days and not later than 30 days of the date that the applicable Package was received at a Processing Center or the

corresponding invoice was delivered to Client and Client shall comply with Service Provider's formal process for submitting and documenting Loss Claims. Client waives any right to collect on a late-filed or non-compliant Loss Claim Notice. Client waives any right to collect on a late-filed Loss Claim Notice. Upon receipt of a Loss Claim Notice, Service Provider will acknowledge and respond to Client within three business days. Service Provider will promptly investigate each Loss Claim. Within 30 business days after receipt of the Loss Claim Notice, Service Provider will pay, decline, settle or request additional information necessary to resolve each completed and properly filed Loss Claim Notice. Settled claims will be credited against Client's balance. At no point in the provision of Services will Service Provider be deemed to have taken "title" to the Packages or Products.

6.3.4. "**Loss Claim**" means a claim by Client related to a Package received by Service Provider or a Service Provider agent that is damaged or lost while in the control of Service Provider or its agent.

6.3.5. "**Loss Claim Notice**" means a formal written notice from Client to Service Provider's claims manager containing (a) written facts sufficient to identify the Loss Claim, which at a minimum should include the relevant Package ID Number, Invoice Number, Claim Reason and Customer Zip Code, and (b) the Loss Claim Value, along with relevant and sufficient supporting documentation establishing such Loss Claim Value.

6.3.6. "**Loss Claim Value**" means Client's actual Product wholesale cost for all Products contained in the Package that is the subject of the applicable Loss Claim (not to exceed \$100.00) per Package.

7. **Service Provider Systems.** Service Provider may from time to time improve aspects of Service Provider's Systems. Service Provider will provide Client with relevant technical details reasonably in advance of improvements that might impact communications between Service Provider's Systems and Client's Information Systems. Service Provider will be responsible for all changes, updates and/or maintenance of Service Provider's Systems. Any professional services required to update Client's Information Systems as a result of Service Provider's changes and/or updates and maintenance of Service Provider's Systems will be Client's responsibility. Client agrees to, at its own expense, create and maintain such modifications to Client's Information Systems as are necessary to produce

labels that comply with the then current USPS requirements.

8. **Consumer Connect Services.**

8.1. If Client elects to use, and Service Provider agrees to provide, Service Provider's Consumer Connect™ services—consisting of access to and use of Service Provider's self-configured tracking and notification software service that enables users to create a customized branded experience for their customers ("**Consumer Connect™ Services**")—the Standard Terms and Conditions for Consumer Connect Services set forth at: <https://www.pitneybowes.com/us/license-terms-of-use/consumer-connect.html> ("**Consumer Connect™ Terms**") shall apply to the SOW and are hereby incorporated in their entirety herein by reference.

8.2. For purposes of the SOW, with respect to the Consumer Connect™ Terms the term "Services" used therein shall mean the Consumer Connect™ Services. Any conflict between the Consumer Connect™ Terms and the T&Cs or the SOW will be resolved in favor of the Consumer Connect™ Terms. Either party may terminate the Consumer Connect™ Services at any time upon notice to the other party if the Consumer Connect™ Services are provided at no additional charge.

9. **Liability Cap.** Notwithstanding anything to the contrary contained in the GEC Services Standard Terms and Conditions, (a) except where the limitations set forth in Section 8.3 thereof do not apply, in no event will the cumulative liability in respect of any and all claims arising out of or relating to the SOW exceed \$1,000,000, and (b) in no event will Service Provider be liable for any lost revenue, profits or goodwill, or credits paid to Client Customers, or any other similar expenses, damages or liabilities, regardless of whether such expenses damages or liabilities are deemed direct, indirect, consequential or otherwise.

10. **No Setoff.** For the avoidance of doubt, Client shall perform its payment obligations under the SOW without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Service Provider to Client pursuant to this or any other Section of the T&C's or the SOW, applicable law, or otherwise and whether relating to Service Provider's breach, bankruptcy, or otherwise, and Client hereby waives any rights it may

have at law, in equity or otherwise to so setoff, deduct, recoup or withhold such amounts.

-----End of Standard Terms and Conditions for Domestic Parcel Services-----