

STANDARD TERMS AND CONDITIONS FOR DOMESTIC PARCEL SERVICES

These Standard Terms and Conditions for Domestic Parcel Services (“**T&C’s**”) govern Client’s acquisition and use of the Services described herein. By signing the Statement of Work for Parcel Services (“**SOW**”) referencing these terms, 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 6](#).
- 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 in the SOW and if not defined therein, in the 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 other 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, or (c) prescription drugs or other controlled substances or regulated goods. 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.

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, or (b) without limiting [Section 2.2](#) of the Commerce Services Standard Terms and Conditions, Client fails to pay Fees when due.
- 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 will immediately cease (and will cause 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 Customer) liabilities, claims, suits, demands, actions, fines, damages, losses, costs and expenses (including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) 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 or privacy 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 Delivery Services, Client must (unless otherwise stated in the SOW) 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. 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.

- 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. For the term of the SOW, Service Provider will assign Client's account to a specified account manager.

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—and Service Provider shall have no liability for any loss of or damage to a Package—to the extent the loss or damage 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 Service Provider's System. In order to pursue a Loss Claim, Client must file a complete written Loss Claim Notice with Service Provider within one calendar month of the date that the Package was received at a Processing Center or the corresponding invoice was delivered to Client. 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 10 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. Definitions.

5.2.4.1. "**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;

5.2.4.2. "**Loss Claim Notice**" means a written notice from Client 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; and

5.2.4.3. "**Loss Claim Value**" means Client's actual Product 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. 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.

6.2. **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 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 to remotely distribute 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—and Service Provider shall have no liability for any loss of or damage to a Package—to the extent the loss or damage 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 Service Provider's System. To pursue a Loss Claim, Client must file a complete written Loss Claim Notice with Service Provider within one calendar month of the date that the applicable Package was received at a Processing Center or the corresponding invoice was delivered to Client. 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 10 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. Definitions.

6.3.4.1. "**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;

6.3.4.2. "**Loss Claim Notice**" means a written notice from Client 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; and

6.3.4.3. "**Loss Claim Value**" means Client's actual Product 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 these 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 Commerce 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 these 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 Parcel Services-----