

# Pitney Bowes Delivery Guarantee Product Terms

(July 2022)

These Pitney Bowes Delivery Guarantee Product Terms are entered into as of the date set forth on your Order and supplement the On-Demand Subscription Services Agreement. These Product Terms govern your use of the Pitney Bowes Delivery Guarantee service (the “PBD Service”) as further described below. Any conflict between the On-Demand Subscription Services Agreement, the Pitney Bowes Terms and these Product Terms will be resolved in favor of these Product Terms as it relates to your use of the PBD Service.

## **SECTION 1. SCOPE OF SERVICES**

Each individual package tendered by you for shipment (“Parcel(s)”) will originate from one of your facilities as designated in your Order (a “Facility”). The Parcel(s) will be shipped by the Carrier in accordance with the Transportation Method (defined below) you have selected to a destination set forth in a PBI compliant shipping label. “Transportation Method” means USPS Priority Mail®, USPS Priority Mail Express® and USPS First-Class Package®. Available Transportation Methods may be updated by us from time to time with notification to you (either via email or other electronic notification method).

## **SECTION 2. RATES AND REQUIREMENTS**

2.1 Domestic Rates. Fees and costs for the PBD Service (“Rates”) will be available to you through the Licensed Product(s) or application through which you print shipping labels (the “PBI Products”). Rates are also dependent upon charges provided to us by the Carrier, and we may adjust the Rates upon thirty (30) business days’ prior written notice to you if the Carrier adjusts its charges to us. You may not resell, sublicense or otherwise reuse the Rates, or allow the Rates to be used by another party or from any destination other than a

Facility. The Rates are our confidential information and are for your use with the PBI Products only. You are not permitted to disclose the Rates to any third party.

2.2 Maximum Size and Weight Limits. You will ensure that Parcels shipped through the PBD Service are properly packaged and meet the acceptance requirements of the Carrier for the Transportation Method, including any maximum size and weight limits imposed by the Carrier.

2.3 Emergency Situations. We may assess temporary surcharges to recover costs associated with emergency situations that could not be reasonably anticipated at the time of execution of the Order to which these Product Terms apply. Temporary surcharges will be in addition to the Rates paid by you. We will provide five (5) days written notice (either via email or other electronic notification method) of any emergency situations requiring a surcharge.

### **SECTION 3. DELAYED SHIPMENTS AND GUARANTEED DELIVERY**

3.1 Delivery Date. For Parcels Tendered to the Carrier, utilizing a Transportation Method, by the daily cut-off time published by the Carrier applicable to the relevant Facility ("Guaranteed Parcels"), and based on transaction data associated with the shipment of each Parcel provided to us by you, we will, upon your request and subject to the restrictions below, provide a refund of the Rate you paid for Guaranteed Parcels that do not arrive at the recipient's address by 11:59 p.m. recipient's local time on the Delivery Date ("Guarantee"), subject to the following conditions. "Delivery Date" means the fourth business day after a Guaranteed Parcel is Tendered to the Carrier; provided that we may adjust the number of days from time to time with notification to you (either via email or other electronic notification method).

(1) You must use a shipping label generated by the PBI Products for your selected Transportation Method.

(2) If you ship multiple Parcels in the same shipment, each Parcel will carry its own Guarantee, therefore a refund will only be applied to the Rates paid for the Parcels not delivered by the Delivery Date, and not the entire shipment.

(3) The Guarantee is exclusive of all other items, including, without limitation, fines, taxes or other charges or amounts (such as any fuel surcharge component), and transportation charges resulting from returned shipments.

(4) You must notify us of any claim for late or failed delivery in writing to [PBDCclaims@pb.com](mailto:PBDCclaims@pb.com) within fourteen (14) days of the Tender date and provide us with the shipment identification number, the date of shipment, and complete recipient information. Within sixty (60) days after you notify us, we will either:

(a) Provide you with a refund in the form of a postage credit;

(b) Provide you with information explaining the reason that the Parcel is not eligible for the Guarantee under the applicable limitations or exclusions; or

(c) Provide you with evidence of timely delivery.

(5) The Guarantee will not apply where late delivery or failure to deliver is due to circumstances beyond our or the Carrier's control including, but not limited to, inaccurate or incomplete shipment information, delivery instructions or other information, or any act of God, fire, flood, war, public commotion, hurricanes, tornadoes, blizzards or other weather-related events, other natural disasters, strikes or labor difficulties, mechanical breakdowns, governmental enactment, regulation or order.

(6) The Guarantee does not apply to (a) any Parcel that contains Unacceptable Goods as defined in section 6.1(2) below, (b) any Parcel that does not meet restrictions on, e.g., size, weight, commodity or value identified by us or the Carrier, (c) or any Parcel that is deemed a "nonmachinable parcel" as defined in subsection 7.7 of section 201 of the Mailing Standards of the United States Postal Service Domestic Mail Manual.

(7) During the period between Thanksgiving Day and Christmas Day, we will provide a refund only if a Guaranteed Parcel does not arrive at a recipient's address within one business day following the Delivery Date.

(8) We reserve the right to refuse to issue a refund if the claim is made by, or based on information obtained by, any party other than You, such as an auditor or third-party service provider.

(9) Guaranteed Delivery is not available for any Parcels shipped to or from (a) locations outside of the 48 contiguous states or (b) APO, DPO or FPO zip codes.

#### **SECTION 4. RESERVE ACCOUNT; PURCHASE POWER**

4.1 You have the option to pay for Rates using either a Reserve Account or Purchase Power. Your use of these payment options will be governed by separate terms.

4.2 You will be responsible for any additional charges arising from data entry errors on Parcel waybills.

#### **SECTION 5. TERM; TERMINATION**

Your enrollment in the PBD Service and these Product Terms will begin upon execution of your Order and will continue for the Term. Either party may elect to terminate these Product Terms at any time for any reason upon thirty (30) business days prior written notice to the other party (notice being electronic notice from PBI to You, and an email from You to PBI at PBDClaims@pb.com). Termination of these Product Terms for any reason will not affect the On-Demand Subscription Services Agreement, which will continue in effect for the duration of its term.

#### **SECTION 6. STANDARD PROVISIONS**

##### **6.1 DELIVERIES AND UNDELIVERABLES**

(1) Delivery Address. Parcels will be delivered to the recipient address provided by you but not necessarily to the recipient personally. Shipments to addresses with a central receiving area will be delivered to that area. You authorize the Carrier to leave Parcels without signature at the recipient's address where the Carrier deems safe, or alternatively with the recipient's neighbor, in either case at the discretion of the Carrier, and delivery will be deemed to have been satisfied.

(2) Unacceptable Goods. You will ensure that the Parcels to be shipped do not contain any goods or samples of goods (i) not legally allowed to be sold throughout the United States, (ii) made from any type of endangered wild plant or animal that is in the list of species protected by the Convention on International Trade in Endangered Species, (iii) that fall into one or more of the nine United Nations hazard classes, (iv) that are perishable, or (v) that are prohibited or restricted by the Carrier (collectively, "Unacceptable Goods").

(3) Undeliverables. If the Parcel is deemed to contain Unacceptable Goods, the recipient cannot be reasonably identified or located, or the recipient refuses delivery (collectively, "Undeliverables"), PBI will use reasonable efforts to instruct the Carrier to return the Parcel to the Facility from which the Parcel originated at your cost.

## 6.2 LIMITATION OF LIABILITY

(1) Our liability is strictly and expressly limited to the postage Rate paid for the shipment of a Guaranteed Parcel that is being claimed for late or non-delivery, and we disclaim any other liability, whether direct or indirect, related to your use of the PBD Service.

(2) Claims are limited to one claim per Guaranteed Parcel, settlement of which will be full and final settlement for delivery claims related to the Guarantee.

## 6.3 REPRESENTATIONS AND WARRANTIES

(1) Representations and Warranties. You represent and warrant that:

(a) You will comply with all applicable Federal, State, and local laws, rules, and regulations regarding the shipment of Parcels via the Carrier, or shipment via air or ground carriage, which includes the prohibition against shipment of Unacceptable Goods and controls related to the shipment of hazardous materials (collectively, "Applicable Law"). When using a Transportation Method, you acknowledge that your Parcels are subject to security controls related to both aviation and ground carriage.

(b) All shipments will be prepared in secure premises by you or your employees, and all Parcels in such shipments will be protected

against unauthorized interference during their preparation and storage.

(c) All information you or your representatives provide will be complete and accurate, and all Parcels will be properly marked, addressed, and packed to ensure safe transportation with ordinary care in handling.