

### 1. The Equipment

The items covered by this Agreement are listed within the Schedule of Service and Equipment (overleaf).

### 2. Level of Cover and Associated Entitlements

The selected neoCare Service Plan is listed within the Schedule of Service and Equipment. The associated entitlements are detailed within the neoCare Service Plan Options document(s) which will be provided prior to signing and the Customer's signature will be deemed to confirm those entitlements have been read and understood.

### 3. Equipment Usage

Equipment Usage Where the product has a specified number of Cycles Per Month as defined within the neoCare Service Plan Options document(s), Quadient UK Ltd reserves the right to charge for each additional cycle at the rate stated below:

2.25 x (contract price)

Max.no of cycles

### 4. Commencement of Agreement

The Agreement will commence from the despatch date of the Equipment or if entitled to installation and training as part of the neoCare Service Plan, the installation date will be the commencement date. It is not valid unless signed by the authorised representative of the Customer and of Quadient UK Limited. It shall remain in force for the Minimum Term of Agreement (overleaf).

### 5. Renewal of Agreement

The Agreement will automatically renew on the anniversary of the commencement date detailed in clause 4 and annually thereafter; it may be subject to a price increase. The renewal can be cancelled by either party by providing written notice at least 30 days prior to the commencement of the renewal, provided the Minimum Term of Agreement has been completed.

### 6. Charges

Charges are reviewed annually by Quadient UK Limited and any increase will be notified to the Customer at least 30 days prior to the renewal date of the Agreement. Invoices for the renewal of the Agreement must be paid in full before the commencement date. If the invoice remains unpaid any support will be provided on a time & materials chargeable basis and Quadient UK Limited reserves the right to amend or withdraw the renewal offer.

### 7. Support

Quadient UK Limited will provide telephone support on weekdays between 08:30 and 17:30, excluding UK public holidays. Where entitlements include on-site (service engineer) support it will be provided on weekdays between 09:00 and 17:00 excluding UK public holidays.

### 8. Product Replacement

At our discretion, e.g. Equipment failure, we may send a replacement for your Equipment to install, or schedule a service engineer to visit your site. We agree that any replacement Equipment will be at least the same model, or an improved model of the Equipment as set out in your Schedule of Service and Equipment. We will transfer or arrange for the transfer of all existing data from your faulty Equipment to the replacement Equipment to ensure continuity of service.

### 9. Customer Obligations:

- a) No alterations or modifications to the Equipment are permitted unless specified within the operating guide included with the Equipment
- b) Only Quadient UK Limited personnel or their appointed agents are permitted to undertake repairs to the Equipment listed within the Schedule of Service and Equipment
- c) The Customer shall take sole responsibility for any damage incurred to the Equipment listed within the Schedule of Service and Equipment by any third party
- d) Quadient UK Limited must be informed prior to any Equipment listed within the Schedule of Service and Equipment being relocated
- e) Renewal invoices for the Agreement must be paid in full before the renewal commencement date

### 10. Additional Charges

Quadient UK Limited may also charge the Customer for:

- a) All applicable postal authority tariff changes where they are not included within the associated entitlements of the selected neoCare Service Plan
- b) On-site support required outside of the standard working hours outlined in clause 7
- c) The repair to any defect arising through malicious or wilful action, negligence, misuse or use of consumable parts not supplied by Quadient UK Limited
- d) Operational adjustment made by the engineer that should otherwise have been made by the Customer during normal use of the Equipment

- e) The provision of Customer training other than that covered on the initial installation of the Equipment where included within the associated entitlements of the selected neoCare Service Plan
- f) All work resulting from the Customer's failure to adhere to the obligations outlined under section 9
- g) Software updates at the prevailing rate
- h) Any consumable parts used or required during a breakdown or service visit that are not included within the associated entitlements of the selected neoCare Service Plan
- i) Formal decommissioning and re-licensing (company/address amendment) of licensed Equipment in accordance with the relevant postal authority requirements
- j) For Equipment where the cycles exceed the lifetime volume (entitled Cycles Per Month multiplied by 72), or that is over six years old, Quadient UK Limited may submit an estimate to the Customer for the cost of reconditioning. If the Customer does not accept the estimated cost then Quadient UK Limited may remove the Equipment from the schedule; this will be confirmed in writing

### 11. Non Payment

Quadient UK Limited is not obliged to provide any service under the Agreement while any amount owed by the Customer to Quadient UK Limited remains outstanding beyond the due date of payment. All support provided during this period will be on a time & materials chargeable basis.

### 12. Data

Customer's data will not be passed to any third party with the exception of authorised sub contractors appointed to fulfil the entitlements within this Agreement.

### 13. Liability

In no event shall Quadient UK Ltd be liable to the Customer or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with this Agreement.

### 14. Partial Invalidity

The illegality of enforceability of any provision of these Terms and Conditions shall not affect the legality or enforceability of the remaining provisions.

### 15. Transfer and/or Reassignment

The Agreement cannot be transferred or otherwise assigned by the Customer to any third party without prior written consent from Quadient UK Limited.

### 16. Variation

Quadient UK Limited reserves the right to sub contract in whole or in part the services provided under this Agreement. The terms of this Agreement cannot be varied unless expressly agreed in writing and approved by an authorised representative of Quadient UK Limited and the Customer.

### 17. Liability after Termination

On termination of this Agreement Quadient UK Limited reserves the right to collect any outstanding charges that may remain at that time

### 18. Warranty

All warranties, conditions and guarantees, express or implied, are not affected by this Agreement.

### 19. Equipment Specific Terms

- a) Postal Franking Equipment  
In accordance with section 89 of the Postal Services Act 2000 the Customer will comply with the requirements of the Royal Mail Scheme for Franking Letters & Parcels 2014
- b) Postal Franking Equipment (non Mailmark)  
The Customer will ensure the device is connected to the data centre at least once per month via LAN connection
- c) Postal Franking Equipment (Mailmark)
  - i) High volume (over 1000 items per day): the Customer will ensure the Equipment is connected daily to the data centre via LAN connection
  - ii) Low volume (under 1000 items per day): the Customer will ensure the Equipment is connected at least once a week to the data centre via a LAN connection