

AUTOMATED LOCKER SYSTEMS



Packcity Terms and Conditions Annex

DEFINITIONS

"Solution": Network of automated and secure Locker Systems under the Packcity brand, available for the pickup and drop-off of packages.

"Order": means an order or order letter, written and placed by You pursuant to this Agreement.

"Locker System": Set of columns composed of Lockers and including a control pad. The Locker System's configuration is modular and will vary depending on the Installation Site. Each Locker System is dedicated to You, that is to say allocated exclusively for your needs.

"Locker": Automated and secure locker accessible to mail and parcel carriers and end-users for the pickup and drop-off of packages.

"End Users" or **"Users"**: means the Solution's users.

"Installation Sites": places on your premises where the Locker Systems are located and that Quadient is authorised to occupy and access for the purposes of performing the Agreement.

"Owner": signatory of the occupancy agreement for the Sites (landlord, licensor, etc.)

1 – PURPOSE OF THE ANNEX

The purpose of this Annex is to define the additional terms pursuant to which Quadient will provide the Packcity Solution, to You, and its Users, as well as the obligations of each Party.

2 – QUADIENT'S OBLIGATIONS

A description of the Solution and the related Services provided by Quadient is included in the Packcity Solution Plan which has been provided to You.

Quadient shall install the Locker System(s) ordered by You at your Site(s), subject to the feasibility of the chosen configuration and subject to You obtaining the Owner's approval and shall operate it for your exclusive use.

Quadient shall perform the Services that are the subject of the Agreement in a professional manner and with all due care, diligence, and appropriateness, and in particular in accordance with customary practices relating to the performance of these types of Services.

Quadient also undertakes to provide You with all useful recommendations and/or adaptations, and/or all necessary information in order to improve performance of the Services that are the subject of the Agreement.

Quadient undertakes to comply with all regulations applicable to its business and to the Services carried out in performance of the Agreement. In that regard, it represents that it holds all administrative permits and authorisations necessary to carry out its business and to perform the Services that are the subject of the Agreement.

Quadient shall be solely responsible for the human, logistical, and material resources that must be mobilised to ensure the proper performance of the Services entrusted to it.

As a result, Quadient undertakes to ensure that all members of its staff assigned to performance of the Services shall possess and maintain the skills, experience, and attributes of probity and confidence necessary for the performance of the Services.

3 – INSTALLATION SITES AND CONFIGURATIONS

3.1. Installation Sites:

The Sites shall be determined by You in your Orders, which shall grant Quadient an occupancy and access right, free of charge, to install the Locker Systems and perform work at the relevant Sites throughout the duration of the Locker System provision. If construction or improvements prove necessary prior to installation of a Locker System, You shall be responsible for performing such work.

3.2. Access to Your Premises:

Quadient's employees or subcontractors may need to access your Sites.

In order to enable them to carry out their obligations as defined in this Agreement, You shall provide the necessary authorisations and means of access to your premises.

Such means of access must be returned promptly to You as soon as they are no longer necessary for performance of the Services under this Agreement, and, in any event, immediately upon termination of this Agreement for any reason whatsoever.

Quadient undertakes to comply with the internal rules and safety instructions in effect on your premises, which shall be communicated to it, and guarantees compliance with this obligation by its employees and subcontractors.

3.3. Configuration of Locker Systems:

At the time You place your order, You shall indicate the Locker System configuration and the type of columns to be installed as indicated in the Packcity Solution Plan.

4 – RULES APPLICABLE TO PACKAGES PLACED IN THE LOCKERS

Quadient is not responsible for packages placed in the Lockers made available to You at the time such packages are placed inside or removed from the Lockers.

You undertake to remind Users of the usual prohibitions with respect to packages placed inside lockers, including, without limitation:

- Dangerous or messy materials or objects;
- Any merchandise covered by national or international regulations on dangerous products, in particular those defined by ICAO regulations, including, without limitation, munitions, gases, powders, aerosols, and flammable, toxic, infectious, or corrosive materials;
- Any objects that, by their nature or packaging, may present a danger to the persons transporting or handling them, to the environment, or to the safety of transport machinery, or that may cause damage to other objects being transported, vehicles, or third parties;
- Prohibited objects, in particular counterfeit articles and/or articles in violation of applicable laws and regulations;
- Narcotics;
- Firearms that have not been dismantled and that are not sent separately in compliance with applicable legislation;
- Merchandise that requires transport at controlled temperatures;
- Audiovisual media or publications that are prohibited by any applicable law or regulation;
- Living or dead beings, except as provided for by applicable regulations;
- Funds (fiat or commodity money and coins) and precious metals, as well as jewels.

Moreover, You undertake to remind Users of the eligibility rules (weight and dimensions) for depositing packages in the Lockers.

5 - AVAILABILITY - SERVICES

Availability of the Solution

QUADIENT undertakes to ensure that the Solution is available for use 24 hours a day, 7 days a week, but subject to the business hours of the Installation Sites and except for:

- Events of force majeure;
- Maintenance operations to the Locker Systems and the technical infrastructure;
- Updates to software and servers at the Quadient Server Centre;
- Other work that You request on a one-off basis, not within the scope of this Agreement;
- Any event for which Quadient is not responsible (such as electrical outages at the site, etc.).

Planned service interruptions will also be necessary to carry out maintenance on the Locker Systems

and on the necessary infrastructure for hosting it (servers, networks, telecommunications, software, etc.)

Moreover, it is acknowledged that the Internet or Mobile network (GPRS, 3G/4G, etc.) has unequal transmission capacities over which Quadient has no control, and that, as a result, Quadient cannot guarantee the proper functioning and transmission capacities of such networks.

Services

The Services related to the Solution are described in the Packcity neoCare Service Plan Options document provided to you.

6 – PRODUCT LICENSES

6.1. In consideration of payment of the price provided for in the Order relating to this Agreement, Quadient grants You a non-exclusive, personal, and non-assignable right to use the Solution. Quadient represents that it holds the legal and moral ownership rights necessary to grant the rights provided for herein to You.

6.2. The granted usage right thus permits You to use the Solution in the global Internet environment pursuant to the following terms:

- Any type of use not explicitly authorised by this Agreement shall be prohibited.
- Quadient shall remain the sole owner of the intellectual property rights relating to the Solution, and reserves all rights not expressly granted under this Agreement.

6.3. The right to use the Solution is granted for the term of this Agreement.

6.4. Quadient warrants You against any action by a third party, in particular for infringement, relating to the Solution provided pursuant to the Agreement.

7 – TRANSPORT – DELIVERY – INSTALLATION – ACCEPTANCE

7.1. Transport of Locker Systems

Quadient shall coordinate and perform, at its risk and expense (including taxes and other official costs) the transport and delivery, including unloading, of the Locker Systems ordered by You pursuant to this Agreement.

7.2. Delivery of Locker Systems

Delivery dates shall be agreed between the Parties in connection with each Order. Delivery shall be defined as providing functional Locker Systems at the Installation Site chosen by You.

7.3. Installation of Locker Systems

You undertake, prior to the assembly and installation of each Locker System, to provide Quadient with all prerequisites defined in the prerequisites document delivered by Quadient to You.

Quadient shall then carry out, subject to its liability, the assembly, installation, and activation of the Locker Systems.

Assembly and/or activation shall occur either on the date of delivery of the equipment or on the date and at the time agreed to between Quadient and You.

Quadient shall perform the Services for installation of the Locker Systems and undertakes, in that regard:

- To properly assemble the Locker Systems, in accordance with their intended use;
- To install of the Locker Systems on your Premises in accordance with the implantation requests as well as with the floor plans delivered by You in accordance with the approval of the Site visit;

When it completes installation of the Locker Systems, Quadient shall deliver a certificate of installation.

7.4. Acceptance

Upon completion of the installation, and in the presence of Quadient or its subcontractor, You or Your representative shall verify:

- The configuration of the installed Locker System as compared with the Order form;
- The physical condition of the Locker System;

In the event of compliance, You shall indicate your Acceptance of the Locker System and sign the Customer Acceptance Form. If You do not sign within three (3) business days following delivery of the Customer Acceptance Form, it shall be deemed accepted without reservations.

In the event of a breach, lack of compliance, defect, or damage noted by You upon installation, You shall inform Quadient in writing, issuing the necessary reservations.

Quadient shall then have a period of five (5) business days following your issuance of its reservations to cure the breach or breaches.

For	For QUADIENT
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date: