

Pitney Bowes Lease Terms and Conditions (July 2025)

1. AGREEMENT

- 1.1 This Agreement in its entirety;
 (a) subject to Clauses 1.4, 7.2.2(a), 9.10, 10.2 and 10.3 sets out the business between you and us with respect to the Products and services set out on the Order Form;
 (b) unless otherwise stated on the page of the Order Form, incorporates all of the terms agreed between you and us and overrides any other terms and conditions on any purchase order, or in any document we may have given to you before you signed this Agreement; and
 (c) except in the case of fraudulent misrepresentation or fraudulent concealment, excludes all claims or statements made before you signed this Agreement and to the fullest extent permitted by law, except as expressly stated in this Agreement, excludes all conditions, warranties or other terms implied by statute or common law.
- 1.2 You agree that you have not relied on any representation or undertaking whether oral or in writing other than the terms expressly included in this Agreement.
- 1.3 Before we accept this Agreement, we may require a third-party, satisfactory to us, to guarantee your obligations.
- 1.4 If as part of your Agreement you have access to PitneyShip™ application, your use of that service is subject to the PitneyShip Terms of Use located in the PitneyShip application, the current version of which is located here: www.pitneybowes.com/uk/license-terms-of-use/pitneyship-subscription.html

2. DEFINITIONS

In this Agreement the following words shall have the following meanings:

“Account” means your Pitney Bowes PrePay Account or Pay As You Go Account (“PAYG”), as applicable.

“Activity Fee” means the fee we will charge for your use of the PitneyShip application, the amount being the greater of £1 or 1% of the total amount of transactions through the PitneyShip application billed to your account in the relevant billing period.

“AutoInk”- our ink replacement programme as set out more fully here:

www.pitneybowes.com/uk/support/article/000082949/autoink-explained.html

“Average Saleable Condition”- the products are immediately available for use by any other customer, other than you, without the need for repair or remanufacture.

“Client Services”- contacted as set out at:

www.pitneybowes.com/uk/support.html

“Data Capture” - the capability of Pitney Bowes to process and archive information regarding postal product usage by product type and weight break.

“Data controller, personal data, and processing” are as set out in the Data Protection Legislation in force at the time.

“Data Protection Legislation” means the Data Protection Act 2018 and UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

“Date of Dispatch” or “Delivery” - the date we (or our agents or appointed carrier) dispatch the Products to you, and the

date on which you must commence the payments specified on the Order Form.

“Meter”- franking and date stamping device used to show postage paid.

“Meter Reset”- the resetting of your Postage Meter by means of the PB Postage facility.

“Normal Business Hours”- 9.00 am to 5.00 pm Monday to Thursday; 9.00 am to 4.30 p.m. on Friday (excluding public holidays) for Service Cover.

“Order Form” the form called “Hire Agreement” which references these terms and conditions.

“Meter Reset Fee” - charges payable by you for each Meter Reset, such charge being subject to change of which we will notify you from time to time in accordance with the terms and conditions of your Account.

“PB Postage™” – Pitney Bowes postage resetting facility.

“Products”- hardware (including accessories/ancillary items) detailed on the Order Form.

“PSD”- means the virtual or physical postal security device used for PB Postage security and funds management.

“Rentals” means the payments, number of payments, and frequency, as set out on the Order Form.

“Repudiation”- when your actions indicate that you no longer intend to keep to this Agreement and, due to which, we may give you notice that we have terminated your right to possession of the Products and are arranging for their recovery.

“Scheme” - the Royal Mail Scheme for Franking Letters and Parcels, as issued by Royal Mail from time to time.

“Service Cover” – means (i) a during Normal Business Hours next day response to emergency calls (ii) all emergency repairs, labour, spare parts (iii) unlimited updates to tariff increases. If ink is included, as indicated on the Order Form, AutoInk is provided as a service to you as part of the Service Cover you chose.

“ValueMAX” - our product replacement programme and a waiver by us of your obligation to insure the Products and where we assume the risk of loss or damage to the Products upon your payment to us of a fee. This is not insurance.

“Vault”- PB Postage revenue security device.

“Warranty Period”- 3 months from Products installation.

“we, us, our”- Pitney Bowes Limited.

3. YOUR OBLIGATIONS

3.1 You must:

- (a) keep to this Agreement and any other agreement you have with us;
- (b) pay us in full and on time for the whole of the Minimum Period of hire and during any renewal period. Time is of the essence in respect of all your payments (including VAT) under this Agreement;
- (c) during any intervening period from the signature by you of a new agreement for new products to replace some or all of the Products and until the new agreement commences, continue to pay the Rentals due to us under this Agreement. This Agreement will terminate when the new agreement starts;

Pitney Bowes Lease Terms and Conditions (July 2025)

(d) take care of the Products, keep the Products in your possession and under your control and keep them in good working order;

(e) insure the Products for their full replacement value and against third party liability relating to them and provide us with evidence of the insurance, see Clause 15;

(f) pay us the full replacement costs for any Products you lose;

(g) use the Products only in accordance with the manufacturers instructions;

(h) tell us in writing within 7 days of any change in your Installation Address;

(i) pay us for any necessary Statutory alterations or modifications we have to make to the Products;

(j) indemnify us and keep us indemnified against any loss, damage, expense or injury arising directly or indirectly out of your use of the Products other than in accordance with our operating instructions or out of any cause beyond our reasonable control.

3.2 We will charge you fees at the prevailing rate (which we will notify to you from time to time) for (a) late rental payment interest calculated on the invoices outstanding at a rate of 2% per month and we will also charge you a late payment administration fee of £20 for each reminder we send you; and (b) a paper fee of £5 (+VAT) for any invoices we post to you rather than you download from the Your Account portal.

3.3 You must not without our written permission:

(a) charge, part with, sell, or allow anyone else to use the Products, or move them from your Installation Address;

(b) assign this Agreement to anyone else.

4. OUR RIGHTS, OBLIGATIONS AND LIABILITY

4.1 Our rights will not be affected if we do not enforce, or delay enforcing, any of these terms.

4.2 We may:

(a) assign or transfer our rights or obligations to another party by informing you in writing;

(b) use any credit balance we are holding on your behalf towards payment of any sum you owe us or which will fall due to us.

4.3 We will not be responsible for any delay, or the consequences of any delay, in performing our obligations if the delay is due to your failure to notify us of any change in your Installation Address or to any circumstances beyond our control. Except in the case of fraud, personal injury or death caused by our negligence, or any other liability by law which cannot be excluded or limited:

(a) our total liability under or in connection with this Agreement shall be limited to £100,000; and

(b) we shall in no circumstances be liable for any consequential, indirect or special loss or damage (including, without limitation, loss of business or loss of profit, whether direct or indirect) however so arising (whether in contract, tort, negligence, other tort or otherwise).

5. OTHER CHARGES PAYABLE BY YOU

5.1 We will charge you fees at the rate currently prevailing (of which we will notify you from time to time) for, including but not limited to, the following:

(a) copies of any/all documents including, but not limited to, copies of this Agreement, invoices, VAT schedules and correspondence;

(b) transferring this Agreement to a third party;

(c) any holiday periods or payment re-scheduling that we may allow.

5.2 We may adjust your payments to us if the current VAT rate changes.

5.3 Payment method: If you choose not to pay by Direct Debit we will charge you an invoice fee of £5.00 or 2% of each invoice amount, whichever is the greater.

5.4 An arrangement and shipping fee of £45.00 + VAT is payable when we accept this Agreement. This fee will be collected with your first Rental.

6. THE PRODUCTS

6.1 We own all the Products.

6.2 We may supply Products:

(a) of a different model as long as their specifications are equal to or better than the Products listed and that as a result your Rentals do not increase;

(b) whether newly manufactured or remanufactured, containing serviceable new or used parts which are warranted equivalent to new.

6.3 You must pay all costs (legal or otherwise) reasonably incurred by us in repossessing the Products and having any repairs carried out which are made necessary by reason of any breach by you of Clause 3.1(d).

6.4 Where any software application is provided either (a) as an integral part of the hardware comprised in the Products or (b) on any disk provided as part of the Products, that software is licensed to you free of charge. You must agree to the licence terms included on any disk provided.

6.5. Embedded software. Our Products may contain embedded software. You agree that: (a) Pitney Bowes Inc and its licensors own the copyrights and other intellectual property in and to the embedded software; (b) you are licensed only to use the embedded software with our Product in which the embedded software resides; (c) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (d) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (e) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

7. POSTAGE METERS

7.1 We must obtain a licence on your behalf from Royal Mail for you to use a Meter and you undertake to strictly perform and observe the conditions of the licence.

7.2 When you are licensed to use the Meter:

Pitney Bowes Lease Terms and Conditions (July 2025)

7.2.1 you must not:

- (a) do anything which may result in Royal Mail revoking your licence;
- (b) make any alterations to the Meter, or the design or colour of any impression approved by Royal Mail without written consent from Royal Mail or us;
- (c) make any modifications or attachments to the Meter which will affect the franking or revenue recording system.

7.2.2 you must:

- (a) from installation of the Meter, have either Service Cover or a Mandatory Meter Inspections Agreement (Royal Mail requires mandatory meter inspections to be carried out for the period you are licensed to use a Meter);
- (b) for a period of 3 months from installation (and after then in accordance with the current Royal Mail regulations) allow us to remotely inspect a Meter fitted with a Vault as required by Royal Mail guidelines. Overdue inspections will render the Meter inoperable;
- (c) immediately upon request, at any time, deliver the Meter to us or to a specified Post Office for inspection, and collect the Meter following inspection by Royal Mail;
- (d) allow us to repossess (or in the case of virtual access) restrict access to any franking, date stamping dies, PB Postage security codes, Vaults, PSDs or Meters if we provide you with evidence that Royal Mail has asked us to repossess or restrict access to them;
- (e) indemnify us against any liability incurred by us to Royal Mail if Royal Mail demands payment from us because you are using a Meter or made a payment for postage without a valid licence.
- (f) ensure that the Meter has the active Royal Mail tariff with current prices. Failure to comply may result in surcharges from Royal Mail or may render the Products inoperable.

8. WARRANTY PERIOD

8.1 During the Warranty Period we will, free of charge during Normal Business Hours, provide you only for the replacement of equipment or components that have failed due to manufacturing defects (fair wear and tear excepted) (including parts and labour) to carry out on-site repairs and make mechanical adjustments.

8.2 Clause 8.1 above does not apply during the Warranty Period to any modification or adjustment necessary under Clause 9.4.2.

8.3 Subject to this Clause 8 and save as otherwise expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law as to fitness for purpose or quality of the Products or services provided under this Agreement are expressly excluded to the fullest extent permitted by law.

9. SERVICE COVER/INSPECTION

9.1 All exchanged parts become our property.

9.2 You shall maintain a safe working environment in accordance with Health and Safety Laws.

9.3 You must provide a suitable electrical power supply in accordance with our advice and/or recommendations.

9.4 We may:

9.4.1 cease Service Cover if you are late paying us;

9.4.2 make additional charges for time and material used for

- (a) repairs caused by (including, but not limited to) accidental or deliberate damage;
- (b) improper use or operation of the Products by untrained and/or non-competent personnel;
- (c) operating adjustments made by the engineer that an operator would have been expected to conduct during normal operation;
- (d) work outside of Normal Business Hours.

9.5 We will not under any circumstances make any adjustments that may alter the Products specification or render them unsafe or unreliable.

9.6 If during the Minimum Period the Meter requires substitution due to failure of Ascending Register Lock we will substitute the Meter as long as you have Service Cover and the Meter has been used within its specification and has not been subjected to misuse.

9.7 If in our opinion reconditioning of the Products is required due to deliberate or accidental damage, abnormal use outside the Product specification, or failure outside the Service Cover, an estimate of the cost of reconditioning will be submitted to you. You must pay the costs of any necessary reconditioning.

If you do not authorise the work we may immediately terminate Service Cover.

9.8 We will respond to requests for on-site service within the target response time, provided you have requested service via the Customer Communication Centre or Your Account.

9.9 Service Cover/Inspection does not cover re-licensing or re-fitting of Meter indicia in the event you change your Equipment Installation Address.

9.10 Any Service Cover agreement may be separate to this Agreement.

9.11 Service Cover/Inspection does not cover any repairs known by you and/or by us before the Service Cover/Inspection's subscription.

9.12 For the DM60 and Mailstation products, technical assistance will be provided in the first instance through our support articles found at:

www.pitneybowes.com/uk/support.html

10. PAYMENTS TO US

10.1 You will be invoiced for all rental, service, subscriptions, consumables and other fees and charges pursuant to this Agreement and payment is due 30 days from the date of invoice.

10.2 If you have selected a PrePay Account, then you will pay us in accordance with the terms and conditions of your Account set forth at

www.pitneybowes.com/uk/PrePayTerms0325 and which are incorporated by reference. Those provisions govern to the extent that they are not inconsistent with the terms and conditions of this Agreement.

Pitney Bowes Lease Terms and Conditions (July 2025)

10.3 If you have selected a PAYG Account, then you will pay us in accordance with the terms and conditions of your Account set forth at

www.pitneybowes.com/uk/PAYGTerms0325 and which are incorporated by reference. Those provisions govern to the extent that they are not inconsistent with the terms and conditions of this Agreement.

11. RENEWAL

This Agreement will continue into a renewal period after the end of the Minimum Period at the same Rentals and frequency unless at least 1 month's prior written notice is given by either party to the other expiring no earlier than the last day of the Minimum Period.

12. ENDING THIS AGREEMENT

12.1 We may end this Agreement during the Minimum Period or any renewal period by giving you written notice if:

- (a) you do not keep to this Agreement or any other agreement with us; or
- (b) you do not pay us on time; or
- (c) any attachment or arrestment is made (in Scotland) against all or part of your assets; or you are unable to pay your debts when they are due or you are declared bankrupt or (in Scotland) become apparently insolvent; or
- (d) you are trading as a partnership, a petition for compulsory winding-up is presented against your business. Any of these will be considered as a Repudiation of the Agreement.

12.2 When this Agreement for any reason is terminated during the Minimum Period, you must pay to us all amounts already due to us including any interest payable on those amounts together with any expenses and costs incurred by us due to your failure to keep to the Terms of this Agreement plus all Rentals which would have been payable by you had this Agreement not ended early, less a discount at the rate of 3% per annum from the date each payment would have fallen due to the termination date and any sales proceeds (after all our expenses have been deducted) if we are able to sell the Products.

12.3 You may from time to time request that we agree to the termination of this Agreement during the Minimum Period. Should you wish to terminate, we will provide you with a written quotation setting forth the basis on which any agreed termination shall take place, which shall take into account all rental payments up to the date of the quotation. Such quotation shall remain valid unless and until you request a further quotation.

12.4 Where this Agreement is ended under this Clause 12, and you are paying for Service Cover in the Rental Amount on the page of the Order Form the compensation calculation referred to at Clause 12.2 above will include an allowance for undelivered future Service Cover.

12.5 During the renewal period after the Minimum Period, you or we can terminate this Agreement by giving the other at least 1 month's written notice.

12.6 You must also immediately return the Products to us in accordance with Clause 13 below.

13. RETURN OF THE PRODUCTS

13.1 If this Agreement is ended under Clause 12 above, on expiry of the Minimum Period, or otherwise you will no longer have our permission to keep the Products and you will, in accordance with instructions provided to you, arrange to return the Products (complete with all ancillary items originally supplied) in Average Saleable Condition to us.

13.2 If you do not cooperate with return of the Products you must:

- (a) allow us to enter the Installation Address so we may collect our Products and, if we have to collect them ourselves, pay us our reasonable costs for collection;
- (b) pay us the full replacement cost of the Products if we are prevented from collecting, or you no longer have, them and for any parts or accessories missing from returned or collected Products.

(c) continue to pay Rentals on a pro-rata basis until all the Products are returned and accepted by us.

13.3 We will invoice you for any costs payable under Clause 13.2.

14. VARIATION OF THE AGREEMENT

14.1 We can vary this Agreement at any time. Normally We will only vary this Agreement to reflect changes in law, market conditions or good hire industry practice. Our rights of variation are subject to important restrictions set out in the rest of this Clause.

14.2 Subject to the exceptions set out in Clause 14.3 below, we will not vary any of the information set out in the page of the Order Form without entering into a new agreement with you.

14.3 The restriction set out in Clause 14.2 above does not apply to (a) applying a ValueMAX fee in accordance with Clause 15.4; or (b) a variation in any fees, charges or interest that may be applied by us on default. We can vary such fees, charges or interest without obtaining your consent.

14.4 If we vary this Agreement and the variation is to your disadvantage, we will give you at least 30 days' prior written notice of the variation, except where we have to vary the Agreement more quickly to comply with legislation.

14.5 In all other cases we will write to You within 30 days of having varied the Agreement.

15. RISK OF LOSS AND VALUEMAX™ PROGRAM

15.1 Risk of loss to Products passes to you from the date of Delivery by us until the Product is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").

15.2 No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

15.3 To protect the Product from Loss, you will either (i) keep the Product insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"); or (ii) be enrolled in ValueMAX.

15.4 You must provide us with evidence of Insurance by sending it to us in accordance with the instructions on our website (www.pitneybowes.com/uk/valuemax-change-request.html) within 30 days of signing this Agreement. If you do not provide evidence of Insurance and have not previously enrolled in ValueMAX, we may include the Product in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

15.5 We will provide written notice reminding you of your Insurance obligations described above in Clause 15.3(i).

15.6 If the Product is included in the ValueMAX program and any damage or destruction to the Product occurs (other than from your negligence or misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Product.

15.7 We are not liable to you if we terminate the ValueMAX program.

16. JOINT AND SEVERAL LIABILITY

If your business is a partnership, each individual partner and the partnership business are all legally bound by the terms of this Agreement. This Clause does not apply if you are trading together as a Limited Liability Partnership.

17. NOTICES

Except for legal notices, any requirement to provide notice in writing to you can be made to the email address registered in Your Account. Legal notices to you or any notice to us given under this Agreement must be sent by pre-paid post to the address shown on the Order Form or to any other address we have told each other about in writing. The notice will be deemed delivered 2 business days after posting. Legal

notice(s) to us must be clearly marked "FOR THE ATTENTION OF THE COMPANY SECRETARY". Under this Clause a "legal notice" is the service of any proceedings or other documents in any legal action.

18. DATA PROTECTION

18.1 You and we will comply with all applicable requirements of Data Protection Legislation. You agree that we will not be processing any personal data on behalf of you as data controller. We will collect, use, disclose, transfer, and store personal information when needed to administer this Agreement and for our operational and business purposes, as further described in our Privacy Statement which is found here: www.pitneybowes.com/uk/privacy-statement.html

18.2 PB Postage and Data Capture information may be routinely supplied by us to Royal Mail to provide you with information about Royal Mail products and services. We will use the PB Postage and Data Capture information to ensure your postage meter is operating within specification and to provide elements of reporting as and when appropriate.

19. JURISDICTION

This Agreement is governed by and construed in accordance with Scottish law where you are ordinarily resident in Scotland. In all other cases, this Agreement is governed and construed in accordance with English Law. We all agree to submit to the exclusive jurisdiction of the English Courts. Royal Mail is a trading name of International Distributions Services PLC.