

Customer Service Plan

Terms and Conditions

1. The Equipment

The items covered by this agreement are shown in the Schedule of Service and Equipment overleaf.

2. Service Level

The level of service indicated under neoCare Service Plan in the Schedule of Service and Equipment will be the service provided under this agreement. Details of the service level will be given prior to signing and the Customer's signature will be deemed to confirm those details have been read and understood.

3. Usage

Where the product has a specified maximum annual volume, Neopost Ltd reserve the right to charge for each cycle over and above the specified annual volume at the rate stated below:

1.25 x- contract price /Max.no of cycles

4. Commencement

This agreement will commence from the date indicated in them 'Delivery/Installation Date' section overleaf. It is not valid unless signed by the authorised representative of the Customer and of Neopost Ltd. It shall remain in force for the minimum term period indicated overleaf. Thereafter the agreement will automatically be renewed for successive periods of 12 months, unless terminated by either party by providing written notice at least 30 days prior to the relevant anniversary of the Delivery/Installation Date.

5. Variations

The terms of this agreement cannot be varied unless expressly agreed in writing and is signed by an authorised representative of Neopost Ltd and the Customer.

6. Partial Invalidity

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

7. Transfer or Reassignment

The benefit of this agreement cannot be transferred or otherwise assigned by the Customer without written consent of Neopost Ltd.

8. Sub Contract

Neopost Ltd reserves the right to Sub Contract in whole or in part the services provided under this agreement.

9. Response

Service is provided on weekdays between 0900hrs and 1700hrs, excluding UK public holidays, at the agreed average response time stated in the neoCare Service Option selected.

10. Customer Obligations

The Customer shall:

- a) Only allow the equipment to be operated under the supervision of trained key operators.
- b) Not make any alteration or modification to the equipment unless otherwise specified in the operating guide or allow persons other than Neopost Ltd personnel to carry out any repairs to the equipment.
- c) Only use supplies and consumables that are approved by Neopost Ltd.
- d) Take sole responsibility for any damage incurred by any third party e.g. flash testing.
- e) Obtain written consent from Neopost Ltd to move the equipment.
- f) Pay the annual charges referred to overleaf ('Annual Service Charges') on signing this agreement and pursuant to clause 11 below.

11. Charges

a) Annual Service Charges are reviewed annually by Neopost Ltd and any increase will be notified to the Customer prior to the renewal date of the agreement, the date of invoice being 30 days prior to renewal.

b) Invoices for the renewal of the agreement must be paid in full before the commencement date of the new period.

Neopost Ltd may also invoice the Customer for:

- All applicable rate changes at the prevailing rate, where they are not included within the neoCare Service Plan selected overleaf.
- Work required outside of the hours stated in clause 9.
- The repair to any defect arising through malicious or wilful action, negligence or misuse.
- Operational adjustment made by the engineer that should otherwise have been made by the operator during normal use of the equipment.
- The provision of Operator Training other than that covered on the initial installation of the equipment.
- Any work resulting from the Customer's failure to adhere to the conditions of clause 10.
- Software updates at the prevailing rate.
- Supplies and consumables.
- Consumable parts at the prevailing rate where not included under this agreement.

12. Non Payment

Neopost Ltd shall not be obliged to provide any service under the agreement while any amount owed by the Customer to Neopost Ltd remains outstanding beyond the due date of payment.

13. Reconditioning

If the equipment is used outside of its specification, or is over six years old, Neopost Ltd may submit an estimate for the cost of reconditioning to the Customer. The cost of reconditioning will be in addition to the annual charge. If the Customer does not accept the estimated cost then Neopost Ltd may remove the equipment from the Schedule and refund a portion of the Annual Service Charges paid in advance.

14. Data

Customer's data will not be passed to third parties.

15. Liability

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

16. Liability after Termination

On termination of this agreement Neopost Ltd reserves the right to collect any outstanding charges that may remain at that time.

17. Warranty

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