

Quadient Maintenance

Thank you for purchasing Maintenance Services from Quadient, Inc., or its affiliate, ("Quadient"). This document is a part of your Agreement with Quadient and it provides additional details regarding Quadient's Maintenance Program.

WHAT'S COVERED?

Maintenance services, as described herein, will be provided for the Products at the Delivery Location. Quadient agrees to provide the parts and labor associated with the ordinary maintenance of the Products as required due to normal wear and tear ("Maintenance Services"). Maintenance Services do not include consumable parts and/or wearable parts as defined by Quadient. Supplies (i.e. ink, roll tape, labels, etc.) are not included in Maintenance Services. Maintenance Services may also include preventative maintenance and inspections from time to time, as determined by Quadient. Quadient may, at its option, designate a third party to provide Maintenance Services. Quadient, in its sole discretion, may service the Products by replacing it with new, or like-new Products; provided that such replacement products are substantially similar to the Products. Maintenance Services will be provided during normal business hours. Any parts that are replaced by Quadient while performing Maintenance Services become the property of Quadient.

WHAT ARE THE FEES AND WHEN ARE THEY DUE?

- **For Purchased Products:**
Customer shall commence paying for the Maintenance Services on upon delivery of the Products. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance.
- **For Leased Products:**
If the Products are being leased from Quadient Leasing USA, Inc. and the Maintenance Fee has been included in the lease payment amount ("Leased Products"), then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), for the Initial Term of the lease. Customer shall commence paying for the Maintenance Services on Leased Products, where Maintenance Fees are included in the lease payment, on the date the lease commences. During any Renewal Term, Customer agrees to pay the then-current fee for Maintenance Services.
- **Other Fees:**
In addition to the Maintenance Fees, Customer agrees to pay : (a) for labor, parts, and expenses for maintenance or repair that is part of an Excluded Service (as defined below); (b) for travel expenses for any on-site maintenance services that in the opinion of Quadient is not deemed necessary; and (c) an increased Maintenance Fee for Products that are regularly used by more than one shift of personnel per business day (collectively "Additional Charges"). All Additional Charges shall be at Quadient's then-current published rates for time and materials. Charges for labor shall include travel expenses (including travel time, gas, tolls, mileage, etc.).

All payments for Maintenance Services and Additional Charges are nonrefundable. Quadient may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term.

WHAT IS THE TERM OF THE MAINTENANCE SERVICES?

- **For Purchased Products:**
Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Unless Customer provides ninety (90) days written notice to Quadient prior to the end of the Initial Maintenance Term, or any renewal term), the Maintenance Services shall automatically renew for an additional one (1) year term at Quadient's then-current rate for such service.



- **For Leased Products:**

The term of the Maintenance Services for Leased Products will be equal to the term of the lease as specified in the Agreement.

HOW DO I REQUEST MAINTENANCE SERVICE?

In order to receive Maintenance Services on the Products, the Customer must notify Quadient of a need for service by contacting Quadient in the manner directed by Quadient. Quadient may, at its sole discretion, attempt to resolve Products performance issues over the telephone. If Quadient determines that on-site service is necessary, Quadient shall provide such on-site service in accordance with the terms set forth herein.

WHAT'S NOT COVERED BY THE QUADIENT MAINTENANCE PROGRAM?

Maintenance Services do not include:

- De-installation of the Products, or moving the Products (however these services are available for an additional fee);
- Services provided before 8:00 a.m. or after 5:00 p.m. local time based on the location of the Products (however service is available outside of those hours for an additional fee);
- Maintenance or repairs made necessary by the failure of Customer maintain or use the Products in conformance with Quadient's specifications;
- Maintenance or repairs made necessary by changes in the design of the Products made by Customer or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Products by Customer;
- Maintenance or repairs made necessary by accidents or natural disasters;
- Maintenance or repairs made necessary by the negligence of Customer;
- Maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than Quadient or its authorized service representatives;
- Damage or repair necessitated by relocation of the Products not conducted by Quadient;
- Maintenance or repairs made necessary because Customer has exceeded the published performance specifications or recommended monthly volume limits** for the Products;
- Maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with Quadient's specifications;
- Recovery of any customer data stored within Quadient Products or the maintaining of any back-up data;
- Rebuilding or major overhauls which Quadient determines are necessary ("Reconditioning").

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Quadient and application configuration and set-up. In the event Customer requests Quadient to perform an Excluded Service, Customer shall pay Quadient its then-current hourly rate for those services (including travel time), as well as Quadient's then-current price for any parts required in connection with such services.

WHAT OTHER RESPONSIBILITIES DO I HAVE?

CUSTOMER'S MAINTENANCE OBLIGATIONS: Customer agrees to maintain the Products in accordance with Quadient's published specifications. Except as specified and approved by Quadient, Customer shall not perform, or permit third parties



to perform maintenance or repair on the Products.

COPIES OF DATA: Customer is solely responsible for all data stored on the Products and making copies of all such data prior to Quadiant performing Maintenance Services.

USE OF QUADIANTSUPPLIES: If the Customer uses other than Quadiant supplies, and if such supplies are defective or unacceptable for use in Quadiant machines and cause abnormally frequent service calls or service problems, then Quadiant may, at its option, assess a surcharge or terminate the Maintenance Services. In this event, the Customer may be offered service on a "Per Call" basis based upon published rates. It is not a condition of this Agreement, however, that the Customer uses only Quadiant authorized supplies.

ENVIRONMENT/ELECTRICAL: Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to insure optimum performance by the Quadiant Products, it is mandatory that specific models be plugged into a dedicated line and that they comply with manufacturer electrical specifications.

COMPLETE SYSTEM COVERAGE: All Quadiant components (hardware and software) used in a system must be covered under Maintenance Services ("Complete System Coverage"). For example, a customer may not obtain Maintenance Services only for a mailing machine if it is used with a separate scale. In that case, the Customer would also need to purchase Maintenance Services for the scale. If a customer refuses to obtain Complete System Coverage, Quadiant may terminate the Maintenance Services on any Product that is otherwise covered by such Maintenance Services.

ACCESS TO PRODUCTS: Customer shall allow Quadiant full and free access to the Products and the use of necessary data communications facilities and equipment at no charge to Quadiant.

PRODUCT MODIFICATIONS: Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Products without Quadiant's prior written approval.

WHAT ELSE DO I NEED TO KNOW?

Quadiant may terminate the Maintenance Services, upon written notice to Customer, if:

- **Customer defaults on any payment due under this Agreement;**
- **The Products exceed the maximum monthly or lifetime cycle counts for such Products;**
- **The Products are modified, damaged, altered or serviced by personnel other than the Quadiant Authorized Personnel;**
- **Parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Products;**
- **Customer refuses to obtain Complete System Coverage;**
- **Any services are necessary because Customer has done (or failed to do) something that requires the performance of an Excluded Service;**
- **Customer decides not to proceed with any Reconditioning that is deemed necessary by Quadiant.**

Furthermore, if the Products are being leased, this Agreement shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.

****Click [HERE](#) for recommended monthly volume limits.**