

## POSTAGE EQUIPMENT AGREEMENT TERMS AND CONDITIONS

### SCOPE:

Atlas Business Solutions (ABS) will provide at its option either repair or replacement services for the covered equipment during the Initial Term or any Renewal Term. Parts and labor for repairs are included with this agreement. Printheads and all consumable items such as ink, labels, sealing solution, etc. are not covered and should be purchased from ABS.

### SETUP & TRAINING:

Setup, Delivery & Initial Training for the equipment will be included, at no additional cost, upon initiation of this agreement. Customer should be diligent to ensure all necessary employees who desire to receive training on the equipment are available during the initial training session. Customer is entitled to one additional training visit per year that may be scheduled upon your request.

### PREVENTATIVE MAINTENANCE:

You are entitled to two preventative maintenance calls per calendar year. ABS will notify you when preventative maintenance will occur or preventative maintenance calls may be made at your initiation.

### POSTAGE DOWNLOADS:

You are entitled to on-site ABS assistance with postage downloads twice annually. Unlimited technical help via phone or remotely is included.

### RATE CHANGES:

You are entitled to on-site ABS assistance when the US Postal Service changes rates up to twice annually. Unlimited technical help via phone or remotely is included.

### REPLACEMENT:

If FP or ABS determine that replacement of the equipment is necessary, ABS will, at no additional cost, promptly assist customer to install the replacement equipment and package and ship the damaged equipment to Vendor from your office. ABS will assist you in the return of the equipment; however, you are responsible for the return of covered equipment until FP receives it.

### REPAIR:

If ABS determines that repair is necessary, ABS may provide repair by phone, remote access or by on-site repair. Repair is provided only for damage resulting from normal wear and tear. Repair may include the use of new, reconditioned, or remanufactured parts. ABS will provide parts for discontinued equipment (or equipment not marketed as new) only if available. If ABS deems it necessary, ABS will dispatch a technician to arrive at your location for onsite repair. You will not incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your prior, written, consent.

### TRIP CHARGE

**A Trip Charge will be incurred for all calls to any Equipment location that exceeds 60 miles round-trip from the nearest ABS office, whichever is closer. Each mile in excess of the 60-mile round-trip radius will be charged at the IRS-**

## **approved rate at the time of service.**

### **RENEWAL:**

At the end of the term of this agreement, this agreement will automatically renew for successive one (1) year terms unless you terminate this agreement with written notice 60 days prior to the expiration of the contract. ABS reserves the right not to renew this agreement at any time for any reason.

### **TERMINATION:**

You may terminate this contract at with 30 days written notice.

### **UNAPPROVED SUPPLIES:**

If customer uses supplies other than those provided by ABS, ABS may, at its sole option, terminate this agreement.

### **BREACH OR DEFAULT**

If Customer does not pay all charges invoiced for maintenance or parts as provided hereunder, promptly when due:

- (a) ABS may exercise all available legal rights, including, but not limited to any or all of the following: (i) refuse to service the Equipment; (ii) terminate this Agreement and re-invoice Customer for any service calls, including parts, labor mileage and travel time at prevailing rates for any and all calls placed from the Start/Anniversary Date to the termination date; (iii) furnish any future service on a C.O.D. "per call" basis at published rates; and/or (iv) enter and retake any supplies or Equipment owned by ABS and/or provided under this Agreement;
- (b) Customer agrees to pay a late fee equal to the greater of 10% of the unpaid amount or \$50.00, plus interest of 1.5% per month (or the maximum rate allowed by law, whichever is greater) on the unpaid amount from the due date to the date paid; and
- (c) Customer agrees to pay ABS's cost and expense of collecting any amounts due and owing under this Agreement, including the maximum attorney's fees permitted by law.

### **NO WARRANTY**

Other than the obligations set forth herein, **ABS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, AND/ OR FITNESS FOR A PARTICULAR PURPOSE. ABS SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OR LOSS OF THE EQUIPMENT.**

### **CREDIT CHECK**

Customer authorizes ABS or its authorized representative to conduct a confidential credit inquiry on Customer's financial responsibility and credit worthiness at any time during the term of this Agreement.

### **VENUE AND OTHER PROVISIONS**

This Agreement shall be governed by and construed according to the laws of the State of Texas. The venue for all claims under this Agreement shall be Midland, Texas. This writing constitutes the entire agreement between the parties and may not be modified unless such modification is made in writing and signed by duly authorized representatives of all parties hereto. Should any provision of this Agreement be found invalid or unenforceable by any court having jurisdiction, then such provision may be severed and the remainder of the Agreement shall survive in full force and effect. This Agreement is not assignable by Customer without the prior written consent of ABS, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such prior consent shall be null and void.

#### HOW TO CONTACT US

To obtain Service, please either place a service request on ABS's website at [www.atlashelps.com](http://www.atlashelps.com) or call ABS 432-570-1310 (Monday - Friday, 8am –5pm CST, excluding holidays).

In the event you wish to cancel your Meter rental or you do not wish to renew your Service Agreement after the Initial Term, please send written notice by mail to: Atlas Business Solutions, Attention: Postage Contracts , PO Box 52510, Midland, Texas 79710. \_\_\_\_\_

Customer Initial