



RENTAL PACKAGE TERMS AND CONDITIONS

Under these terms and conditions, the CUSTOMER rents certain equipment from NEOPOST CANADA LIMITED.

1. **AGREEMENT:** This agreement shall be in effect from the time of delivery to the end of the initial term and for successive one year renewal terms thereafter, unless it is terminated in accordance with the provisions of this agreement. Neopost may terminate this agreement at any time for default. Unless we so terminate, this agreement may not be cancelled or terminated until the end of the initial term. 90 days prior to the end of the initial term or renewal term, either party may terminate this agreement upon giving the other party 30 days written notice.
2. **PAYMENTS:** The total number of periodic payments as set forth in the agreement is due in advance of the given period. Any past due amounts shall bear interest at the rate of 2% per month calculated monthly (being 26.82% per annum). Customer agrees to pay Neopost the current fee charged by its financial institution for cheques returned unpaid. Customer shall pay to Neopost all taxes and charges imposed on sales, possession, or use of the equipment during the term the agreement.
3. **OWNERSHIP & PERSONAL PROPERTY:** Neopost will at all times be the sole owner of all rental equipment. Customer will not have, or at any time acquire, any right, title or interest in the equipment, except the right to possession and use as provided for in the agreement. The equipment shall not be removed from the location set forth in the agreement without prior consent from Neopost, which consent shall not be unreasonably withheld. With written notice, Neopost shall have the right to inspect the equipment during the Customer's regular business hours.
4. **WARRANTY:** Neopost warrants that it will keep the postage meter in good working condition during the term of the rental agreement. Where a mechanical defect limits the proper function of the equipment, Neopost will replace said equipment at no expense to the customer.
5. **TERMINATION AND DEFAULT:** Upon termination of the agreement in accordance with the terms and conditions, Customer will immediately return the rental equipment to Neopost at such address as we may designate and at the Customer's expense, in as good condition as received less normal wear and tear. Upon termination, Customer will pay the balance of rental charges owing for the current term, in addition to any repairs or replacement of rental equipment made necessary by reason of Customer's wilful or negligent act. Should the rental equipment not be returned upon termination or default, Neopost has the right to charge the customer the replacement value of the rental equipment.
6. **MISCELLANEOUS:** This agreement will be governed by the laws of the Province of Ontario. Each party hereto hereby attorns to the non-exclusive jurisdiction of the Courts of the Province of Ontario. Time shall be of the essence of this agreement. All written communications under this agreement may be sent by postage paid mail or pre-paid delivery addresses to the address of the relevant party as indicated in this agreement. Such communications which are so delivered shall be deemed to have been given and received on the date of deliver and such communications which are so mailed shall be deemed to have been given and received three days following the date of mailing. No right or remedy of Neopost under this agreement shall be deemed to be exclusive of any other right or remedy hereunder or at law or in equity and Neopost shall be entitled to exercise such rights and remedies, separately or cumulatively. Any waiver by any party of the performance of any of the provisions of this agreement or any amendment to this agreement finding a party will be effective only if in writing and signed by a duly authorized representative of such party. All provisions of this agreement which expressly or by implication are intended to survive expiration or termination of this agreement shall survive expiration or termination of this agreement. This agreement represents the entire transaction of the parties relating to the subject matter and supersedes all prior negotiations, statements, commitments, conditions, quotations, purchase orders, conditions, representations and warranties, whether oral or written.
7. **CANADA POST CORPORATION:** By requirement of Canada Post Corporation, the meter must remain the property of Neopost and may only be used on Neopost mailing machines upon issuance and continuance of a meter licence by Canada Post Corporation. **THE METER MAY BE USED FOR POSTAGE IMPRINTING AND RECORDING PURPOSES ONLY.**

This agreement may not be modified or altered in any manner except in writing signed by a Neopost corporate officer and customer.