

## SPECIAL TERMS AND CONDITIONS FRANKING MACHINE

In the absence of provisions in these special terms and conditions (the "Special Terms and Conditions"), the provisions of the POST Courier General Terms and Conditions shall apply, which are available at [www.post.lu/conditions](http://www.post.lu/conditions) and POST Courier Points of Sale. The capitalised terms used in this document are defined below, or, failing this, in the General Terms and Conditions.

### 1. DEFINITIONS

**"Authorisation"**: the formal acceptance by POST Courier of the Customer's Authorisation Request;

**"Inspection Bulletin"**: the Form filled in monthly by the Customer, indicating the meter reading on his/her Franking Machine on a particular date, as established by POST Courier on this Form;

**"Authorisation Request"** (or "Request"): the Form via which the Customer seeks authorisation from POST Courier to use its Franking Machine;

**"Impression"**: the distinctive mark in bright red (or any other colour as selected by POST Courier) printed on the front of the Item on the upper right side, having Postage value and which must specify (i) the country of origin: "Luxembourg", (ii) the postage date, (iii) the Postage amount or the caption "Postage paid" or the category of the Item, (iv) the name or logo of POST Courier and (v) the Number, and which may, where applicable, include an informative or advertising message;

**"Postage Seal"**: the seal or any other procedure with equivalent effect intended to prevent any fraudulent and/or non-compliant use of a Franking Machine in accordance with the Special Terms and Conditions, affixed to the Franking Machine by the Supplier thereof or a POST Courier agent;

**"Supplier"**: any manufacturer or reseller of Franking Machines, approved by POST Courier (the list of which is available in the Points of Sale or on the Website, and which POST Courier reserves the right to amend unilaterally);

**"Remote Reading"**: on a date determined by POST Courier and in an automated manner, the operation of reading the meter of certain types of Franking Machines connected to Supplier servers;

**"Franking Machine"**: any model of postage machine obtained from a Supplier and approved by POST Courier, enabling Impressions to be affixed on Items or on any other medium to be stuck to Items;

**"Number"**: the unique identification number of a Franking Machine, which must be included in the Impression.

### 2. AUTHORISATION

- 2.1. Any Customer wishing to affix postage stamps to Items himself/herself by using a Postage Machine must obtain the prior Authorisation of POST Courier.
- 2.2. The Customer may purchase or rent a Franking Machine from a Supplier, by concluding a separate contract directly with the latter. The associated costs are to be borne entirely and exclusively by the Customer (including, in particular, the purchase or rental price, the activation and deactivation, the functioning and/or maintenance of the Franking Machine). POST Courier shall not in any way be held liable for the functioning and/or maintenance of the Franking Machine.
- 2.3. Before any activation of the Franking Machine, the Customer must submit a duly completed and signed Request to POST Courier. POST Courier may accept or decline the Request at its sole discretion, with no obligation to provide justification and without its liability being invoked, in particular in the event of lack of prior approval of the postage machine and/or the supplier, or in the event of false, incomplete or inaccurate information provided by the Customer.
- 2.4. The Authorisation may be made conditional upon the payment of a security deposit to POST Courier, as well as a direct debit. POST Courier shall inform the Customer as soon as possible of its decision to approve or decline

the Request.

- 2.5. The Contract relating to the Franking Machine Service shall be concluded for an indefinite term and take effect on the date POST Courier grants its Authorisation; it shall end on the day the Authorisation is withdrawn or the Contract is terminated.
- 2.6. The Customer accepts that an agent of POST Courier may carry out, at any time and during POST Courier business days and opening hours, any necessary checks and/or readings of the Franking Machine, before the activation and throughout the Contract's term, at the address where the Franking Machine is located, as indicated by the Customer. The Customer shall grant the agent of POST Courier free and unrestricted access to the Franking Machine in question in order to carry out the aforementioned.

### 3. USING THE FRANKING MACHINE

- 3.1. The Customer shall only use the Franking Machine when its Postal Seal is in place and intact, and shall not attempt to remove or modify this Postal Seal.
- 3.2. The Items may be postage stamped using one of the following procedures:
  - Postage by using a single Impression;
  - Postage by using two or three Impressions affixed side by side; or
  - Postage by using Impressions supplemented with postage stamps.
- 3.3. The following impressions shall not be considered valid and shall be refused:
  - (i) Impressions that do not comply with these Specific Terms and Conditions;
  - (ii) Impressions of which at least one mention is missing, illegible, incomplete or incorrectly positioned;
  - (iii) Impressions originating from a Franking Machine for which the Authorisation was refused or withdrawn;
  - (iv) Impressions originating from a defective Franking Machine;
  - (v) Impressions that are forged or made illegally;
  - (vi) Impressions that are contrary to public decency and public order; and/or
  - (vii) Impressions from a Customer whose most recent invoice relating to the Service has not been duly settled within the applicable terms.
- 3.4. Any Item that does not comply with this Article shall be processed in accordance with Article 6.3.1 of the General Terms and Conditions.
- 3.5. The Items postage stamped using Impressions may be posted in a bundle in any public letter box, any POST Courier Points of Sale or any other location approved by POST Courier.
- 3.6. As from the Authorisation date until the effective deactivation of the Franking Machine in question, the Customer shall allow the monthly Remote Reading of the Franking Machine meters, or send POST Courier, monthly and within set deadlines, the Inspection Bulletins relating to this Franking Machine, even if the Franking Machine was not used.
- 3.7. Invoicing for the Postage shall be carried out monthly based on the result of the Remote Reading carried out on the Franking Machine meters, Inspection Bulletins completed by the Customer and/or the checks and readings performed by POST Courier. If the Franking Machine is not connected in order to complete the Remote Reading of the meters, if an Inspection Bulletin is not received by the set deadlines or in the event of reasonable doubt concerning the veracity of one or more Inspection Bulletin(s), POST Courier shall be entitled to invoice the Customer for the estimated consumption.
- 3.8. The resetting of the meter in the Franking Machine may only be carried out by the Supplier or POST Courier in a Point of Sale with the means to do so.

- 3.9. If the Customer realises that a Postal Seal has been damaged or removed, he/she must immediately inform POST Courier thereof. In the event that the date and/or circumstances of the removal of and/or damage to a Postal Seal is/are unclear, or in the event of reasonable doubt, POST Courier reserves the right to invoice the Customer, for the month of use during which the aforementioned situation was notified by the Customer, the average of the past three (3) invoices for the Franking Machine in question.
- 3.10. Only the meter readings established by POST Courier or the Supplier on a Franking Machine with a Postal Seal which is intact shall be considered as prima facie evidence for any dispute between the Parties.
- 3.11. Impressions that have not been used by the Customer may be reimbursed by POST Courier upon an express request for repayment by the Customer using the relevant Form, accompanied by complete envelopes with the full and legible Impression(s). Any Impression detached from its medium and/or cut out of any envelope, card, band, sticky label or other shall be excluded from any reimbursement by POST Courier.
- 3.12. Under penalty of suspension or withdrawal of the Authorisation, the Customer shall inform POST Courier within ten (10) days of the occurrence of any of the following events:
  - any change to the invoicing address, legal form and/or corporate name of the Customer;
  - any change of address of the location of the Franking Machine;
  - the definitive cessation of use, theft or transfer of the Franking Machine; and/or
  - any malfunctioning and/or repair of the Franking Machine having resulted in a new Postal Seal and/or a resetting of the meter, as well as the observation that the Postal Seal has been damaged or removed.

### 4. SUSPENSION - WITHDRAWAL - TERMINATION

- 4.1. The withdrawal of Authorisation shall result in the automatic termination of the Contract, ipso jure, with immediate effect, and termination of the Contract shall result in the equivalent withdrawal of the Authorisation.
- 4.2. The Customer undertakes to no longer use the Postage Machine, nor print Impressions with this Postage Machine, and to deactivate it (including the dismantling and removal by POST Courier or the Supplier of the plate or any other technical equipment enabling the printing of Impression(s)) within five (5) working days following the termination of the Contract or the withdrawal of the Authorisation. Upon failure to fulfil these obligations, POST Courier shall have the right to immediately proceed with such deactivation by any means it chooses at the Customer's expense. The invoices relating to this Franking Machine shall remain due until the deactivation of the Franking Machine has been fully completed.

**The present document is a free translation in English language of the French version of POST Courier's "Conditions Particulières – Machine à affranchir" for customer information only. In case of any discrepancy or contradiction between those two documents, the provisions of the French version shall prevail.**