

# BRINKS

## ADDENDUM

THIS ADDENDUM (the "Addendum") is made by and between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's"), a Delaware corporation with offices located at 555 Dividend Drive, Suite 100, Coppell, TX 75019, and [Click here to enter text.](#) ("Customer") with offices located at [Click here to enter text.](#), is entered into this [Click here to enter text.](#) day of [Click here to enter text.](#), 20[Click here to enter text.](#), and shall amend and be incorporated into that certain "Contract" for services dated, [Click here to enter a date.](#), between Brink's and Customer. The Contract and Addendum together constitute the "Agreement" between the parties.

### I. DEFINITIONS

- A. "Business Days" means Monday through Friday except holidays observed by the Facility performing Services hereunder.
- B. "Delivery Location" means the location designated by Customer as the place where Brink's is to deliver Shipments.
- C. "Distinctively and Securely Sealed" means that the container used to hold any Property to be transported by Brink's has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container.
- D. "Fragile Property" means any breakable item, including without limitation, decorative pieces, works of art, and jewelry.
- E. "Loss" means any loss of, damage, theft or destruction to Property.
- F. "Maximum Liability Amount" means the total liability assumed by Brink's for a Loss of all or part of a Shipment which for purposes of the Services shall be \$ \_\_\_\_\_.
- G. "Pick-Up Location" means the location designated by the parties as the place where Brink's is to receive Shipments.
- H. "Property" means currency, coin, checks, securities, other financial instruments, and other valuables agreed to be transported by Brink's.
- I. "Rates" means the charges for Services.
- J. "Services" means armored transportation and related services to be provided to Customer as described in the Agreement.
- K. "Shipment" means one or more sealed containers of Property received by Brink's at the same time at a single Pick-Up Location, which are to be delivered to a single Delivery Location.

### II. BRINK'S RESPONSIBILITIES

Brink's shall: (a) arrive at the Pick-Up Locations to request Shipments; (b) sign a receipt for Shipments received by Brink's; and (c) deliver such Shipments to the Delivery Location and obtain a receipt for such delivery. Brink's may return the Shipment to the Pick-Up Location if delivery cannot reasonably be made by Brink's to the Delivery Location. The Services will be performed during Brink's regular business hours as scheduled by Brink's local office(s) performing the Services unless otherwise specified in the Agreement. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon. Services will be performed on Business Days, unless otherwise agreed to by the parties.

### III. CUSTOMER'S RESPONSIBILITIES

- A. Customer shall place all Property to be received by Brink's in Distinctively and Securely Sealed containers.
- B. Customer warrants that it shall declare the actual value of each Shipment and each Distinctively and Securely Sealed container in the Shipment. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's and agrees, in the event of Loss, to be bound by its declaration of value.
- C. Customer will not include Fragile Property in a Shipment unless specifically agreed to by Brink's in the Agreement.
- D. The Customer locations serviced under any Statement of Work ("SOW"), whether listed in an attachment or otherwise, shall not be deleted by Customer during the term of the Agreement. If a Customer location is moved from one location to another, Brink's will be given the right of first refusal to service such location in its new site.

### III. CHARGES AND PAYMENT

- A. Within thirty (30) days of the date of invoice, Customer shall pay Brink's the Rates.
- B. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by Customer.
- C. Brink's may increase Rates effective on the anniversary date of each year of the Agreement, or upon written communication in the event of a change in economic conditions that increases Brink's operating costs. Brink's will provide thirty (30) days prior written notice for a Rate increase due to a change in economic conditions affecting the services in Customer's service areas. A change in economic conditions may include, but is not limited to: (i) an act of God; (ii) an act of war; (iii) an increase in the then current local, state, or federal minimum wage; (iv) legislative or regulatory requirements related to the performance of the Services hereunder; or (v) any event that affects Brink's ability to obtain insurance as required under this Agreement. Customer shall also pay the all surcharges (including without limitation fuel and security surcharges) as set forth in the Rates for the applicable SOW.

### IV. BRINK'S LIABILITY; LIMITATIONS; EXCLUSIONS

- A. Brink's liability for any of its obligations under the Agreement, including without limitation liability for the Loss of a Shipment, shall not exceed the lesser of the following: (1) Maximum Liability Amount; (2) the actual value of the Loss; (3) or the declared value of the Property subject to the Loss. Brink's liability shall commence when the Property has been received into Brink's possession and a receipt has been signed by Brink's and shall terminate when the Property has been delivered to the location or agent designated by Customer pursuant to the applicable Attachment, or returned to Customer or its agent in the event that delivery cannot reasonably be made by Brink's. The foregoing shall not be affected by any limitation of liability or other restriction in the Contract.
- B. Brink's shall not be liable for any shortage within any Shipment that: (a) is not Distinctively and Securely Sealed when received by Brink's; (b) occurred before Brink's received possession of the Shipment; or (c) shows no external evidence of tampering when received by Brink's. Brink's shall not be liable for a Loss caused in whole or in part by the criminal acts, or fraud of Customer, its employees, representatives or agents.
- C. If the Customer has the ability to reconstruct checks, the following language applies: In the event of Loss of checks or other financial instruments (together "Checks"), Brink's agrees to pay for: (1) Customer's reasonable costs in identifying and replacing the Checks, and (2) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Loss of such Shipment shall include the referenced \$25,000. Customer shall maintain a complete record of all Checks in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Brink's for all amounts that are recovered as the result of such efforts.
- D. **Notwithstanding anything to the contrary in the Contract, Brink's shall indemnify and hold Customer harmless from any liability, loss or damage due to bodily injury or death to any third party or damage to property, excluding Property as defined herein, to the extent such bodily injury or death or damage to property is caused by Brink's negligent performance and/or willful misconduct under the Agreement. As used herein, a third party shall not include Brink's or Customer, or the directors, officers, employees or agents of Brink's or Customer. The indemnification described in this Section IV.D shall be Brink's sole indemnification obligation provided for in the Agreement.**
- E. Brink's shall not be liable for non-performance or delays of Service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or means beyond Brink's control.
- F. Brink's shall not be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority.
- G. In no case shall Brink's be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (6) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- H. **The following limitation shall not apply to Property in transit.** Brink's shall not be liable for Loss or for nonperformance or delays of Service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including

but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- I. Brink's is not an insurer under the Agreement. Brink's shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.

**V. FILING OF CLAIMS; PROOF OF LOSS**

- A. In the event of Loss under the Agreement, Customer shall notify Brink's as soon as practicable upon discovery and provide written notice to Brink's no more than thirty (30) days after the Property which is the subject of the claim was received into Brink's possession or, as applicable, the inventory report or transaction report indicating a Loss or discrepancy is delivered to Customer. To file a Loss claim, Customer shall submit the claim to Brink's designated website or email address. Timely and complete submission of a Loss claim shall constitute notice of Loss under this paragraph. Customer shall retain a copy of the notification of Loss receipt provided via email or available from the Brink's designated website. It is Customer's responsibility to promptly verify deliveries, transaction reports and inventory reports, as applicable. Unless such Notice is given by Customer within the time prescribed in this section, Brink's shall not be liable to Customer for any claims made pursuant to this Agreement and Customer shall be deemed to have expressly waived any such claim.
- B. Customer shall maintain a record of all Property placed in any Shipment and shall promptly and diligently assist Brink's in establishing the identity of any Loss in any Shipment. Customer agrees to mitigate its damages in connection with any Loss. Brink's and Customer shall fully cooperate in conducting an investigation, and any question of a Loss or the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation.
- C. Affirmative written proof of the Loss, subscribed and sworn to by Customer and substantiated by the books, records and accounts of Customer, shall be furnished to Brink's prior to payment of a claim. Upon payment of a claim by Brink's, Customer hereby assigns to Brink's all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties that are the subject of the claim. Customer will execute any documents necessary to perfect such assignment upon request by Brink's or Brink's insurers.
- D. To the extent not prohibited by law, Customer must commence any action, suit, or proceeding for a Loss within twelve (12) months after receipt of the Property into Brink's possession.

**VI. MISCELLANEOUS**

- A. Notwithstanding anything to the contrary in the Contract, Brink's may, in its discretion, choose to perform any or all of the Services itself or through its employees, agents or independent subcontractors. Any employee, agent or independent subcontractor performing Services shall be entitled to the benefit of every limitation and defense to which Brink's is entitled hereunder. Notwithstanding the foregoing, Customer shall look solely to Brink's for reimbursement of any Loss in accordance with the terms of the Agreement.
- B. For any audit rights under the Contract applicable to the Services, the following shall qualify Customer's audit rights under the Contract: Customer's auditors shall be permitted access to a Brink's facility to review Brink's records applicable to the amounts charged and the services performed under the Agreement. Such records shall be made available to said auditors (subject to availability pursuant to Brink's record retention policies) on Brink's regular Business Days during regular business hours at a mutually agreed upon time. All inspections and audits shall not disrupt the routine operation of the Brink's facility at which such records are held or will be made available, and any Customer agree to cause its auditors to comply with any and all reasonable rules and instructions of Brink's applicable to safety and security of the Brink's facility in question. Customer's auditors shall present proper credentials to the manager of Brink's facility at the time that they are admitted to Brink's facility. To the extent permitted by applicable laws, Customer shall indemnify and hold Brink's, its agents, servants and employees harmless from any liability, loss, damage, cost or expense, including reasonable attorney's fees, arising out of any bodily injury, death, or damage to property caused by or sustained by any Customer auditor as a result of being at Brink's facility or entering or leaving therefrom.
- C. Any clauses in the Contract regarding data security, HIPPA, employee background check requirements, or incorporation of a RFP or quote, shall be void unless included in a separate addendum signed by both parties subsequent to or contemporaneously with this Addendum.
- D. Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of the Agreement.
- E. In the event of a conflict between the terms of the Contract and this Addendum, the terms of this Addendum will prevail.
- F. Customer's performance of its obligations hereunder shall not be excused or relieved by any claims of Customer to a right(s) of abatement, deduction, setoff or recoupment against Brink's.
- G. To the extent Services include transportation, Customer agrees: (a) that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement and (b) Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.

**AGREED AND ACCEPTED:**

**"CUSTOMER":**

[Click here to enter text.](#)

By: \_\_\_\_\_  
(Customer Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"BRINK'S":**

**Brink's U.S., a Division of Brink's, Incorporated**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_