

HARDWARE TERMS AND CONDITIONS UPSPSIHTC01-0619

The provision of hardware by UPS Professional Services, Inc. (“UPS-PSI”) is governed by the Client Agreement entered between UPS-PSI and the customer identified thereon (“Client”), which includes without limitation the General Terms and Conditions incorporated therein, these Hardware Terms and Conditions (the “Hardware Terms”) and any Order Forms (each, an “Order Form”) entered between UPS-PSI and Client, and all schedules, exhibits, or addenda to any of the foregoing (all of the foregoing, collectively, the “Client Agreement”). These Hardware Terms are hereby incorporated into and made subject to the Client Agreement entered between UPS-PSI and Client. Capitalized terms used herein but not defined have the meaning ascribed to such terms in the Client Agreement or the General Terms and Conditions incorporated therein.

1. **Definitions.**

“Hardware” means collectively, the hardware components purchased by Client pursuant an Order Form.

“Purchase Price” means the amount specified on the applicable Order Form for Client’s purchase of Hardware.

2. **Supply and License of the Products.** Subject to Client’s payment of the required Purchase Price, UPS-PSI will supply to Client the applicable Hardware.

3. **Conditions of Purchase.** Client will be deemed to have accepted the terms and conditions of these Hardware Terms upon Client’s signing and returning to UPS-PSI or its designee the Signature Page of this Client Agreement incorporating these Hardware Terms, or the delivery of any ordered Hardware, whichever occurs first, and the banking, negotiation or other use of any payment will not constitute an acceptance by UPS-PSI. The terms of purchase and sale are expressly limited to the terms contained in these Hardware Terms.

4. **Fees and Payment Terms.** Client agrees to pay to UPS-PSI, or its designated subcontractor or distributor (a) the Purchase Price, and (b) all applicable taxes and duties (excluding any taxes imposed on the income of UPS-PSI) payable with respect to the Products. All invoices are due upon receipt and the Purchase Price is nonrefundable.

5. **No Resale.** The Hardware is available for purchase only for Client’s own use, and any resale of the Hardware purchased under an Order Form is prohibited. This resale prohibition is a material condition to Client’s rights under these Hardware Terms, and it is agreed that any direct or indirect distribution, transshipment, or sale of the Hardware by Client or others purchasing through Client will be a material breach of these Hardware Terms and will result in irreparable harm to UPS-PSI for which money damages will not be adequate. In the event of such breach, the parties agree that UPS-PSI, in addition to any other remedies it may have at law or in equity, will be entitled to injunctive relief to prevent any threatened or continued breach and to specifically enforce this provision, without any requirement of the posting of a bond.

6. **Title and Risk of Loss.** Title to the Hardware and risk of loss or damage will pass to Client upon shipment from UPS-PSI’s or its designee’s facility. Title to all other Products, including without limitation the software, Documentation, UPS-PSI developed work, and other materials, remains at all times in UPS-PSI and its licensors, as applicable. UPS-PSI reserves the right to make partial shipments, which will not relieve Client from its obligation to pay for remaining deliveries. Claims for loss or damage will be deemed waived unless presented to UPS-PSI in writing within thirty (30) days.

7. **Limited Hardware Warranties.** Certain components of the UPS-PSI Solutions are covered by the limited warranties provided by the original manufacturers of such components, all as set forth in the Documentation, which will be available to Client on the terms and conditions of such manufacturers. In addition, Client may purchase from UPS-PSI a two (2) year limited warranty for defects in materials and workmanship of the Hardware (the “UPS-PSI Limited Warranty”) for an additional fee. During the UPS-PSI Limited Warranty period, if applicable, and provided that Client has paid the Purchase Price, in the event of any defects in materials and workmanship of the Hardware covered, UPS-PSI will, at its option, (a) provide necessary replacement parts to repair the Hardware; or (b) replace the Hardware with a comparable Hardware. The foregoing remedies will be Client’s sole and exclusive remedy under the UPS-PSI Limited Warranty. Purchasing additional products from UPS-PSI will not extend the UPS-PSI Limited Warranty. **THE UPS-PSI LIMITED WARRANTY COVERS NORMAL USE OF THE HARDWARE. UPS-PSI DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR MISUSE, ABUSE, ACCIDENTS OR VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF THE HARDWARE WITH ANY PRODUCTS OR SERVICES NOT APPROVED IN WRITING BY UPS-PSI.**

8. **Limited Technical Support.** Subject to Client’s payment of the required Purchase Price, UPS-PSI will provide limited technical support for the Hardware (“Technical Support”) for a period of one (1) year following the execution of the Order Form, or for an additional fee, for a period of three (3) years following the execution of the Order Form. Thereafter, Client may extend the Technical Support for additional one (1) year periods for an additional fee, which will be calculated based on UPS-PSI’s then-current rates for the applicable Hardware. Purchasing additional products from UPS-PSI will not extend the Technical Support.

The Technical Support for Hardware that is UPS Trackpad® devices will be provided in accordance with the UPS-PSI Trackpad® Support Policy available at <https://10.244.215.119/assets/resources/media/trackpad-technical-support-policy.pdf>, which UPS-PSI may update from time to time at its discretion. During the Technical Support period, for any Hardware that does not materially perform in accordance with the Documentation, UPS-PSI will use commercially reasonable efforts to troubleshoot and resolve any such non-conformance, provided that such failures are not the result of defects in materials or workmanship of Hardware covered by the manufacturer's warranty or the UPS-PSI Limited Warranty (whether during or after the applicable warranty period) or are not otherwise excluded pursuant to Section 7 above.

9. Survival. Notwithstanding anything herein to the contrary, the provisions of Sections 1, and 4 through 9 of these Hardware Terms will survive the termination or expiration of these Hardware Terms.

[End of Hardware Terms and Conditions]

JURISDICTION-SPECIFIC TERMS APPENDIX

CANADA

1. “**UPS-PSI**” means United Parcel Service Canada Ltd.
2. **Section 10. English Language.** *The following is hereby added as a new Section 10:*

“**10. English Language.** The parties declare that they have required that this Agreement and all documents related hereto either present or future, be drawn up in the English language only. *Les parties déclarent par les présentes qu’elles exigent que cette entente et tous les documents y afférents soit pour le présent ou le futur, soient rédigés en langue anglaise seulement.*”

CHINA

1. “**UPS-PSI**” means UPS Parcel Delivery (Guangdong) Co Ltd., an entity established under the laws of the People’s Republic of China.
2. “**PRC**” means, for the purposes of this Agreement only, the People’s Republic of China but excluding the Hong Kong and Macau Special Administrative Regions and Taiwan. “China” refers to the PRC.

GERMANY

1. “**UPS-PSI**” means United Parcel Service Deutschland S.à r.l. & Co. OHG, an entity established under the laws of Germany.

ITALY

1. “**UPS-PSI**” means United Parcel Service Italia SRL, an entity established under the laws of Italy.
2. **Section 10. Approval of Clauses Pursuant to Articles 1341 and 1342 of the Italian Civil Code.** *The following is hereby added as a new Section 10:*

“**10. Approval of Clauses Pursuant to Articles 1341 and 1342 of the Italian Civil Code.** Pursuant to and to the purposes of articles 1341 and 1342 of the Italian Civil Code, Client declares to specifically approve the following clauses: Sections 5, 7, 8 and 9.”

JAPAN

1. “**UPS-PSI**” means UPS Japan Co., Ltd., an entity established under the laws of Japan.

SINGAPORE

1. “**UPS-PSI**” means United Parcel Service Singapore Pte Ltd., an entity established under the laws of Singapore.

SOUTH KOREA

1. “**UPS-PSI**” means United Parcel Service Korea Co. Ltd., an entity established under the laws of the Republic of Korea.

[End of Jurisdiction-Specific Terms Appendix]