

HARDWARE TERMS AND CONDITIONS UPPSIHTC03-1221

The provision of hardware by United Parcel Service, Inc. (of Ohio) (“**UPS Customer Solutions**”) is governed by the Client Agreement entered between UPS Customer Solutions 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 Customer Solutions 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 Customer Solutions 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 Customer Solutions 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 Customer Solutions 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 Customer Solutions. The terms of purchase and sale are expressly limited to the terms contained in these Hardware Terms.

4. **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 Customer Solutions for which money damages will not be adequate. In the event of such breach, the parties agree that UPS Customer Solutions, 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.

5. **Title and Risk of Loss.** Title to the Hardware and risk of loss or damage will pass to Client upon shipment from UPS Customer Solutions’ or its designee’s facility. Title to all other Products, including without limitation the software, Documentation, UPS Customer Solutions developed work, and other materials, remains at all times in UPS Customer Solutions and its licensors, as applicable. UPS Customer Solutions 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 Customer Solutions in writing within thirty (30) days.

6. **Limited Hardware Warranties.** Certain components of the UPS-CS 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 Customer Solutions a two (2) year limited warranty for defects in materials and workmanship of the Hardware (the “**UPS Customer Solutions Limited Warranty**”) for an additional fee. During the UPS Customer Solutions 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 Customer Solutions 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 Customer Solutions Limited Warranty. Purchasing additional products from UPS Customer Solutions will not extend the UPS Customer Solutions Limited Warranty. **THE UPS CUSTOMER SOLUTIONS LIMITED WARRANTY COVERS NORMAL USE OF THE HARDWARE. UPS Customer Solutions 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 Customer Solutions.**

7. **Limited Technical Support.** Subject to Client’s payment of the required Purchase Price, UPS Customer Solutions 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 Customer Solutions' then-current rates for the applicable Hardware. Purchasing additional products from UPS Customer Solutions will not extend the Technical Support.

The Technical Support for Hardware that is UPS Trackpad® devices will be provided in accordance with the UPS Customer Solutions Trackpad Support Policy available at <https://www.ups.com/assets/resources/media/trackpad-technical-support-policy.pdf>, which UPS Customer Solutions 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 Customer Solutions 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 Customer Solutions Limited Warranty (whether during or after the applicable warranty period) or are not otherwise excluded pursuant to Section 7 above.

8. 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.

9. Modifications. Notwithstanding anything to the contrary in the General Terms, UPS Customer Solutions may modify these Hardware Terms in its sole discretion by posting such modified terms and conditions at <https://www.ups.com/assets/resources/media/hardware-terms-and-conditions.pdf>, and any such changes will supersede the prior terms after the effective date of such changes, and Client's continued use of the UPS-CS Solutions after the effective date of such changes constitutes Client's agreement to the modified Hardware Terms. However, Client may reject such changes and terminate the Client Agreement in accordance with Section 4 of the General Terms without penalty if it objects to such changes.

[End of Hardware Terms and Conditions]

JURISDICTION-SPECIFIC TERMS APPENDIX

CANADA

1. “**UPS Customer Solutions**” 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 Customer Solutions**” 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.

FRANCE

“**UPS Customer Solutions**” means United Parcel Service France SAS.

GERMANY

“**UPS Customer Solutions**” means United Parcel Service Deutschland Inc & Co OHG.

HONDURAS

“**UPS Customer Solutions**” means UPS SCS (Honduras), S. de R.L.

ITALY

“**UPS Customer Solutions**” means United Parcel Service Italia SRL, an entity established under the laws of Italy.

1. **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

“**UPS Customer Solutions**” means UPS Japan Co., Ltd., an entity established under the laws of Japan.

NETHERLANDS

“**UPS Customer Solutions**” means United Parcel Service Nederland BV.

POLAND

“**UPS Customer Solutions**” means UPS Polska sp. z.o.o.

ROMANIA

“**UPS Customer Solutions**” means _____.

KINGDOM OF SAUDI ARABIA

“UPS Customer Solutions” means _____.

1. **Section 10 (Modifications).** *Section 10 is hereby deleted in its entirety.*

SINGAPORE

“UPS Customer Solutions” means United Parcel Service Singapore Pte Ltd., an entity established under the laws of Singapore.

SOUTH KOREA

“UPS Customer Solutions” means United Parcel Service Korea Co. Ltd., an entity established under the laws of the Republic of Korea.

[End of Jurisdiction-Specific Terms Appendix]