

SUPPLY OF GOODS TERMS (HARDWARE & SOFTWARE)

These Supply of Goods Terms form an integral part of the Agreement and are incorporated into it. Except as expressly defined in these Supply of Goods Terms, all capitalised terms in these Supply of Goods Terms have the meaning given to them in the Agreement.

1. The Goods

- 1.1 Any samples, drawings, descriptive matter or advertising produced by Ultima and any descriptions or illustrations contained in Ultima's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Agreement or have any contractual force.
- 1.2 To the extent that the Goods are to be manufactured in accordance with the relevant section of a Statement of Work supplied by the Customer, the Customer shall indemnify Ultima against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Ultima in connection with any claim made against Ultima for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Ultima's use of the Statement of Work. This Clause 1.2 shall survive termination of the Agreement.

2. Delivery

- 2.1 Ultima shall endeavour to deliver Goods to the agreed delivery location on the delivery date(s) set out in the applicable Order or Statement of Work. Delivery dates quoted in the Order (or Statement of Work) are estimates based on the availability information provided by manufacturers or Ultima's supply chain. If delivery of any Goods is delayed, including as a result of manufacturer or third party supply-chain delays, then Ultima will notify the Customer promptly and will provide new delivery dates. Ultima is not responsible for delays caused as a result of supplier or delivery agent failing to meet their delivery date, but will endeavour to expedite delivery via the supplier and/or delivery agent.
- 2.2 Where the Goods comprise third party hardware ("**Hardware**"), delivery is completed once the Hardware is unloaded at the agreed delivery location. Where the Goods comprise third party software ((being software computer programs in object code form) ("**Software**") delivery of, and access to, the Software (including in relation to any access keys or passcodes) is as set out in the applicable Software Terms (as defined in Clause 6.1 of these Goods Terms) or as advised by Ultima to the Customer under separate cover.
- 2.3 If Ultima fails to deliver Goods by the relevant delivery date after being given a reasonable opportunity to remedy such delay, Ultima's liability (if any) shall be limited to the excess (if any) of the costs and expenses incurred by Ultima in obtaining replacement goods of similar description and quality in the cheapest market available. Ultima shall have no liability for any failure to deliver Goods to the extent that such failure is caused by:
 - (a) a delay from the manufacturer, third party supplier or other third party;
 - (b) a Force Majeure Event; or
 - (c) the Customer's failure to provide Ultima with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 2.4 If ten (10) Business Days after the day on which Ultima attempted to make delivery of Goods the Customer has not taken delivery of those Goods, Ultima may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods, or charge the Customer for any shortfall below the price of the Goods.
- 2.5 Ultima may deliver Goods by instalments, which shall be invoiced and paid for separately. The Customer may not cancel an instalment because of any delay in delivery or defect in another instalment.

3. Cancellations & Returns

Cancellations

- 3.1 Once an Order has been accepted by Ultima (or a Statement of Work agreed) it may not be cancelled by the Customer (whether before or after delivery of the Goods) unless cancellation is expressly permitted in

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the relevant Order; and then only on terms that the Customer reimburses Ultima in full for all reasonable losses (including loss of profit), costs (including the cost of all labour and materials), charges and expenses incurred by Ultima as a result of such cancellation.

Returns

- 3.2 Ultima shall consider, in its sole discretion and without any obligation to agree, any request from the Customer to return Hardware that has already been delivered. Where Ultima has agreed to the return of Hardware (or any part thereof) Ultima will issue a returns and authorisation number and send to the Customer the appropriate returns form for completion. The Customer shall return such Hardware (or part thereof) at its own cost and expense, at its own risk and in the same condition as supplied by Ultima. Only Hardware pre-authorised by Ultima for return will be accepted for return.
- 3.3 When Hardware is returned in accordance with this Clause, Ultima may, at its sole discretion, refund the Customer by whichever method used by the Customer for making the payment. If, in Ultima's sole opinion, the Hardware is damaged (in whole or in part) when returned, Ultima may reject the returned Hardware and, in such circumstances, the Customer shall not be entitled to a refund.
- 3.4 Special orders, Goods that include a Specification or altered Goods are not eligible for return, exchanges and/or cancellation and this shall at all times be at Ultima's sole discretion.

4. Warranties

- 4.1 Subject to Clause 4.4 of these Goods Terms, Ultima warrants that, for a period of as offered by the manufacturer (if any) ("**Warranty Period**"), the Hardware shall:
- (a) conform in all material respects with the relevant section of the Statement of Work;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by Ultima.
- 4.2 Subject to Clause 4.3 of these Goods Term, if:
- (a) the Customer gives notice in writing to Ultima during the Warranty Period, within five (5) Business Days of discovery that some or all of the Hardware do not comply with the warranties set out in Clause 4;
 - (b) Ultima is given a reasonable opportunity of examining such Hardware; and
 - (c) the Customer (if asked to do so by Ultima) returns such Hardware to Ultima's place of business at Ultima's cost,
- Ultima shall, at its option, repair or replace any Goods that are found to be defective, or refund the price of such defective Goods in full.
- 4.3 Ultima is not liable for any failure of Hardware to comply with the warranties set out in Clause 4.1 if:
- (a) the Customer makes any further use of such Hardware after giving notice of defects in accordance with Clause 4.2;
 - (b) the defect arises because the Customer failed to follow Ultima's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Hardware or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of Ultima following any drawing, design or Statement of Work supplied by the Customer;
 - (d) the Customer alters or repairs such Hardware without the written consent of Ultima;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

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- (f) the Hardware differs from the Statement of Work as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.4 Insofar as the Hardware comprise or contain goods or components which were not manufactured or produced by Ultima, the Customer shall be entitled only to such warranty or other benefit as Ultima has received from the manufacturer and is permitted to pass onto the Customer.
- 4.5 Ultima's only liability to the Customer if the Hardware fails to comply with the warranties set out in Clause 4.1 is as set out in this Clause 4.
- 4.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Agreement.
- 4.7 Where the Goods comprise Software, the warranties (if any) provided by the Software licensor will be set out in the applicable EULA and/or Software Terms (as defined in Clause 6.1 of these Goods Terms).
- 5. Title and risk**
- 5.1 Risk of loss or damage to Hardware will pass to the Customer once the Hardware is unloaded at the agreed delivery location.
- 5.2 Title to Hardware will only pass to the Customer once Ultima receives payment in full for them.
- 5.3 Until title to the Hardware has passed to the Customer, the Customer will:
 - (a) store the Hardware separately from all other goods held by the Customer so that they remain readily identifiable as Ultima's property;
 - (b) keep the Hardware in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (c) notify Ultima immediately if it becomes subject to any of the events listed in clause 16.3(c) of the Agreement; and
 - (d) give Ultima such information relating to the Hardware as Ultima may require from time to time.
- 5.4 Ultima may recover Hardware in which title has not passed to the Customer and the Customer will allow Ultima and its representatives to enter any Customer premises to check compliance and/or recover any such Hardware.
- 6. Software Licence Terms**
- 6.1 For clarity, where Goods resold to the Customer comprise Software then the provision of the Software, and the Customer's receipt and use of the Software, is governed by the applicable third party software licence terms referenced in the Order ("**Software Terms**"). If the Customer is required to enter into an end user licence agreement directly with the third party software licensor ("**EULA**") then the provision of the Software is conditional on the Customer's acceptance of, and compliance with, the EULA.
- 6.2 If Ultima incurs any losses or costs as a result of the Customer's breach of any Software Terms or EULA, including where a third party makes a claim against Ultima, then the Customer will reimburse Ultima in full for all such losses and costs.
- 7. Limitation of Liability**
- 7.1 For clarity, Ultima will pass on to the Customer (and is only liable to the Customer to the extent of) the liability provisions that Ultima receives from the applicable Hardware manufacturer and/or applicable third party Software licensor (if any) and is permitted to pass on to the Customer.