

# UBS Goods Terms

## 1. General

- 1.1 These terms apply to the supply of Goods by Supplier to UBS. These terms do not apply to the supply of Hardware or Software.
- 1.2 UBS and Supplier hereby agree that the following types of Supplier Terms: (i) electronic terms and conditions or confirmations; (ii) terms and conditions included within a Specification appended or linked to a Supply Order; and (iii) acknowledgements or sales or shipping forms of Supplier, will not supplement, modify, govern or take precedence over the Agreement. However, the Parties may expressly agree in a Supply Order that certain operational or technical provisions included in a Specification shall apply, provided always such provisions do not conflict with the terms of the Agreement.

## 2. Supply of Goods

- 2.1 Supplier shall supply the Goods and any associated Documentation to UBS in accordance with the terms of the Agreement.
- 2.2 In the supply of Goods, Supplier shall:
  - (a) not cause any delay, disruption or inconvenience to UBS or its Affiliates; and
  - (b) adhere to any reasonable instructions given by UBS.
- 2.3 If during the applicable Warranty Period it becomes apparent that any supplied Goods contain Defects, are not of satisfactory quality or are not fit for purpose, UBS shall be entitled to:
  - (a) require Supplier to repair or replace the affected Goods at its cost; or
  - (b) claim a full refund for the price of the affected Goods.
- 2.4 Unless otherwise specified in the Supply Order, Supplier shall use reasonable endeavors to make available sufficient spares and support to enable the Goods to be properly maintained (at Supplier's then current rates for UBS) or provide reasonable assistance to enable UBS to source the necessary spares or support elsewhere.

## 3. Delivery, Installation, Acceptance and Remedies

- 3.1 The Goods and any associated Documentation shall be:
  - (a) delivered, together with the relevant Delivery Note, on the Delivery Date to the Delivery Location, in accordance with any delivery requirements specified in the Supply Order; and
  - (b) installed by Supplier, if applicable, at the Installation Location in accordance with any installation requirements specified in the Supply Order.
- 3.2 The Goods must be adequately protected for transport and delivery.
- 3.3 Delivery of Goods shall be completed when all Goods have been unloaded, signed for by UBS at the Delivery Location and checked against the Delivery Note.

### Late Delivery

- 3.4 Where the Supply Order indicates a specific Delivery Date (as opposed to "as soon as practicable") and the Goods are not delivered by that Delivery Date, UBS may take such further action as UBS deems appropriate in the circumstances, and, if Supplier fails to ensure delivery within 5 days of the Delivery Date (save as otherwise agreed between the Parties) then UBS shall have the right to terminate the Agreement on 10 Working Days' written notice to Supplier.

- 3.5 Where it is agreed that Goods may be delivered by instalments, such instalments shall be invoiced separately. However, if Supplier fails to deliver any instalment on time or at all, or if any instalment contains a Defect, UBS shall remain entitled to any of the remedies set out in this clause 3.

### Acceptance

- 3.6 All Goods shall be subject to Acceptance by UBS unless specifically excluded in the Supply Order. Supplier shall provide promptly such assistance and information as UBS reasonably requests in relation to the Acceptance process. UBS shall have 30 days from the later of (i) the Delivery Date; (ii) the date of actual delivery, and (iii) if applicable, the date of actual installation, within which to notify Supplier of its Acceptance or rejection of any Goods. If UBS has not provided such notification within the 30-day period, the Goods will be deemed to have been Accepted by UBS.
- 3.7 UBS is entitled to reject the Goods if:
  - (a) they contain Defects;
  - (b) they do not conform to their Specification, or are not provided in accordance with either the Agreement or any samples previously approved by UBS; or
  - (c) the quantity delivered is in excess of the ordered quantity (in which case UBS may reject the excess units) or fewer than the ordered quantity (in which case UBS may reject the entire delivery).
- 3.8 Any rejected Goods shall be returned to or collected by Supplier in accordance with clause 5 below.
- 3.9 Any Acceptance pursuant to this clause 3 shall not affect UBS's rights under clause 2 above, or UBS's right to reject the Goods if material design and other inherent Defects are identified which could not reasonably have been identified on delivery or installation.

## 4. Title and Risk

- 4.1 Title to and risk in the Goods shall pass to UBS on delivery. However: where formal Acceptance is required under the Supply Order, title and risk shall not pass to until UBS has Accepted the Goods.

## 5. Return of Goods

- 5.1 If clause 2.3 or 3.7 above applies, then Supplier shall collect the Goods within 10 Working Days of UBS requesting that it do so, unless UBS has notified Supplier that it will return the Goods to Supplier itself. The collection or return of the Goods shall be at Supplier's risk and expense, and Supplier shall reimburse UBS for any pre-paid Charges relating to the affected Goods and any expenses incurred by UBS for their return.
- 5.2 If Supplier has not collected the Goods within 30 days of UBS's notification under clause 5.1, UBS shall be entitled to use or dispose of the Goods without further notice.

## 6. Warranties

- 6.1 Supplier warrants and represents that:
  - (a) the Goods conform in all material respects with their description and Specification;
  - (b) the Goods are of merchantable quality and fit for purpose;
  - (c) at the Delivery Date of the Goods, Supplier has good title to those Goods and they are free of all liens, charges and encumbrances.

## **7. Disputes**

- 7.1 Any dispute arising out of or in connection with the Agreement shall be notified to the other Party in writing, as soon as practicable but in any event within 10 Working Days of the dispute arising, as follows:
- (a) first to the manager appointed by each Party, being either the UBS Contract Manager or the Supplier Service Manager (or other agreed designee), who shall, within 5 Working Days of such notice, meet to resolve the dispute; and
  - (b) failing resolution of the dispute in accordance with clause 7.1(a) above, the dispute shall be escalated to a senior representative of each Party (as identified in the Supply Order), who shall, within 10 Working Days of such notice, meet to resolve the dispute.