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# Epicor Master Customer Agreement Hardware Supplement

(Updated July 15, 2018)

This Hardware Supplement (this “**Supplement**”) governs the sale of hardware-based Products (“**Hardware**”) by Epicor Software Corporation or its Affiliate specified in the Order therefore (“**Epicor**”) to Customer. This Supplement is subject to the Epicor Master Customer Agreement Master Terms and Conditions (“**Master Terms**”) in effect at the time Customer purchases the Hardware. Capitalized terms have the meanings given in the Master Terms unless otherwise defined herein.

## 1. Risk of Loss/Security Interest

**1.1. General.** Except as otherwise provided in an Order, risk of loss for Hardware purchased by Customer will pass to Customer upon delivery by Epicor to its designated carrier. At Customer’s request, Epicor will insure the Hardware against risk of loss and damage while in transit and will add the costs of such insurance to Customer’s invoice for payment. Customer must, and must cause its transferees to, notify Epicor in writing in advance of any transfer of the Hardware and the resulting location thereof until full payment for the Hardware is made.

**1.2. Shipments within the United States and Canada.** For shipments within the United States and Canada, title to the Hardware will pass to Customer upon delivery by Epicor to its designated carrier. Customer hereby grants to Epicor, a security interest in all Hardware and licenses of any software installed on such Hardware and authorizes Epicor to take reasonable steps to perfect its security interest thereunder while amounts due Epicor remain unpaid.

**1.3. Shipments outside the United States and Canada.** For shipments to destinations outside the United States and Canada (i) title to the Hardware remains with Epicor and does not pass to Customer, and Customer may not transfer or encumber the Hardware without Epicor’s prior written consent, until Epicor receives the purchase price in full, and (ii) Epicor will have the authority to repossess, sell or otherwise deal with and/or dispose of the Hardware and any replacements or proceeds thereof and to take any other reasonable steps to protect its interest thereunder if any part of the purchase price becomes overdue.

**2. Preparation.** Customer is responsible for all preparation of its facilities as necessary to operate the Hardware.

**3. Operating System Software License.** Certain Hardware purchased hereunder may include operating system and/or firmware software, which is licensed to Customer subject to the license terms furnished by the third-party supplier thereof (“**Manufacturer’s Software**”).

**4. Hardware Warranty for Epicor Manufactured Hardware.** Epicor warrants that Hardware manufactured by or on Epicor’s behalf and supplied to Customer hereunder will be free of defects in materials and workmanship for a period of 1 year from the date shipped. If the Hardware is discovered to contain a defect in material or workmanship and Customer reports the defect to Epicor in writing during the 1-year warranty period, Epicor will, at its option, repair or replace the defective Hardware. If Epicor is unable to repair or replace the defective Hardware, Epicor will refund to Customer the purchase price paid by Customer for the defective Hardware. The foregoing is Customer’s sole and exclusive remedy for Epicor’s breach of the warranty set forth in this Section.

**5. Third-party Sourced Hardware and Manufacturer’s Software Warranty Disclaimer.** Hardware purchased by Customer that was manufactured by or on behalf a third party not affiliated with Epicor and any Manufacturer’s Software are warranted, and where applicable subject to indemnification, by the suppliers and/or licensors thereof. Accordingly, and unless otherwise provided herein, Epicor makes no warranties of any kind, express or implied, with respect to such Hardware or Manufacturer’s Software. If authorized to do so, Epicor agrees to pass through to Customer all warranties and indemnification in force and available by the manufacturers of such Hardware and/or Manufacturer’s Software.

**6. Hardware Support.** Epicor may offer support for certain Hardware supplied hereunder subject to Epicor’s policies applicable thereto. Contact your customer account representative for details.

**7. Recycling and Disposal of Hardware.** Except as otherwise set forth in an Order, the charges and expenses payable by Customer for Hardware purchased hereunder do not include charges or expenses for the disposal or recycling of such Hardware or any other hardware that Customer is purchasing the Hardware to replace. Customer is responsible for the proper disposal or recycling (and all costs and liabilities in respect thereof) of all hardware purchased by Customer from Epicor or its Affiliates, including without limitation, for use in the European Union (EU) in accordance with all applicable laws and regulations, including without limitation, WEEE (2012/19/EU), Battery (2006/66/EC) and RoHS (2011/65/EU), as the same may be amended or replaced. Customer will indemnify and hold harmless Epicor and its Affiliates and their suppliers in relation to all claims and liabilities that they may suffer or incur to the extent due to Customer’s failure to perform properly dispose or recycle Hardware purchased hereunder.

**8. Customer Claims - Exclusion.** Epicor has no obligation to Customer or Customer Indemnified Parties for Customer Claims that result from Epicor’s supply of third-party sourced Hardware (including Manufacturer’s Software).