



# UPS General Terms and Conditions of Purchase

## 1. Scope

These General Terms and Conditions of Purchase ("Terms and Conditions") are applicable for all purchases of the Supplier's goods and services by UPS Limited (Registered Number 01933173) whose registered office is at 2 Lotus Park, The Causeway, Staines-upon-Thames, Middlesex, TW18 3AG ("UPS"). For the avoidance of doubt, these Terms and Conditions shall take precedence over the Supplier's terms and conditions and UPS's acceptance of deliveries and services from the Supplier, or payment by UPS to the Supplier of the Supplier's invoices shall not constitute an acceptance of the Supplier's terms and conditions.

UPS will purchase goods and services by submitting a purchase order ("the Purchase Order") with the Supplier and all purchases shall be governed by these Terms and Conditions and the terms of the Purchase Order. In the event of any contradiction between the terms of the Purchase Order and its related documents and these Terms and Conditions, the terms of the Purchase Order and its related documents shall prevail.

## 2. Specifications / Defective Goods

The Supplier warrants that its goods and services correspond to the UPS specifications, that they are of satisfactory quality, are suitable for the purpose stated by UPS, and do not have design, material or processing defects. The Supplier warrants that its products and services, including any substances contained within the products, comply with all applicable statutory provisions and other regulations relating to the supply of goods and services. UPS may change a product specification at any time within thirty (30) days of the date of the Purchase Order, without giving any reasons, provided that the changes are reasonable and are requested in writing. Where significant changes are requested, the parties will seek to agree a reasonable alternative arrangement. If the parties fail to reach an alternative arrangement within 14 days, either party is entitled to terminate the Purchase Order at no cost to UPS.

The Supplier warrants that all goods are carefully packed and conform with the applicable UPS packing instructions. Where possible, environmentally-friendly packaging materials are to be used in relation to the packaging of the goods.

UPS will examine the goods upon receipt for any outwardly recognisable and obvious defects or other failure to comply with the Purchase Order, as far as this is appropriate and reasonably possible. Any defects which are only discoverable after processing or commissioning will be reported upon discovery and the Supplier waives any objection to the fact that such defects were not notified following receipt.

## 3. Prices

All prices are fixed and, unless agreed otherwise in writing, include all fees and ancillary costs, including transportation and delivery costs. Where it is agreed in writing that the cost of transportation and delivery is not included in the fixed price, the Supplier shall only charge UPS for such costs as are paid by the Supplier to the carrier.

The Supplier warrants that the price of all goods will be fixed for the time period stated in the product specification, and in any event for a time period of at least twelve (12) months from the first order of such goods and services. Subject to the above, any increase in the price of the goods and services must be agreed in writing by UPS. UPS will not be liable to pay any increase in price which has not first been agreed in writing.

Any credit that UPS is entitled to from the Supplier in relation to the goods and/or services purchased by UPS will be refunded within thirty (30) or, if agreed by UPS, will be credited against the next invoice issued to UPS by the Supplier.

UPS will not be obliged to pay any Supplier invoice which is received more than three (3) months after the goods were delivered or the services were rendered, and any such invoice shall be deemed cancelled.

The Supplier must, for a period of at least 12 years after the production of the goods sold has been discontinued, supply spare parts to such goods to UPS at reasonable market prices.

## 4. Set-off

The Supplier may only set-off or withhold from sums due to UPS sums which are not disputed by UPS or which have been recognised by a legally-binding judgment.

## 5. Purchase Order / Cancellations

The Purchase Order shall be submitted by UPS to the Supplier via fax transmission, e-mail, UPS Letter or Electronic Data Interchange ("EDI"). Purchase Orders transmitted by fax, e-mail or EDI are deemed to be received by the Supplier on the day and at the moment of the transmission. Where a

Purchase Order is sent by UPS Letter, it will be deemed to be received at the moment of delivery confirmation. If the Supplier does not accept a Purchase Order within two (2) weeks of receipt, UPS is entitled to cancel the Purchase Order at no cost to UPS.

## 6. Delivery

Goods sold by the Supplier shall be delivered to UPS using UPS's delivery service, at the cost of the Supplier or, where agreed in writing by UPS, through a different delivery company. The delivery of goods shall be made to the address specified in the Purchase Order. The UPS order number must be stated on all delivery documents.

Unless agreed in writing by UPS, partial deliveries/services shall not be accepted. If they are accepted, partial deliveries/services shall be marked as such.

The storage of any of the Supplier's items on UPS premises may only be undertaken at premises designated by UPS and if first agreed in writing. The Supplier will prepare and attach the necessary shipping documents, such as customs invoice and certificates of origin for all deliveries, if necessary.

## 7. Delivery date

The date for delivery of the goods shall be set out in the Purchase Order. In relation to such date, time is of the essence. Where delivery of the goods is not received by the date specified in the Purchase Order, UPS shall be entitled to cancel the Purchase Order and receive a full refund from the Supplier within fourteen (14) days of the cancellation. Alternatively, and unless agreed otherwise, where UPS accepts late delivery of the goods, the Supplier agrees that UPS shall be entitled to compensation of 0.5% of the invoice value of the goods for each week of delay, up to a maximum of 5% of the total invoice value of the goods. The acceptance of a delayed delivery does not constitute a waiver of any compensation claims.

## 8. EDI Capability /Electronic invoicing

Service Provider shall accept payment via electronic transfer of funds, such as Automated Clearing House (ACH) or other methods determined by UPS. Service Provider will submit all invoices through Coupa software provided by Coupa Software, Inc. or other designated UPS procure to pay system. By accepting Coupa Terms and Conditions you authorize Coupa to create invoices on your behalf based on invoice data provided by your company. Subsequently, you explicitly agree to refrain from creating and sending your own invoices for these transactions outside of the Coupa Pay platform or to attach any VAT legal invoice images to the Coupa transaction as this is not permitted by law. Upon receipt of UPS' invitation to join the supplier portal, Service Provider agrees to set up their supplier profile and enroll in the UPS' electronic invoicing or ACH program (Coupa or other) within fifteen (15) days.

## 9. Terms of payment

Unless otherwise agreed, UPS will pay all correct and undisputed invoices within forty-five (45) days of receipt. If payment is made by UPS within fourteen (14) days of receipt of the invoice, UPS will receive a 3% discount on the total invoice amount. The payment periods referred to in this clause do not begin before the receipt of the goods.

## 10. Liability for defects

The Supplier warrants that its goods are free from material defects and defects of title. If defects are found in the Supplier's goods, UPS can request that the Supplier repair or replace the defective goods at no cost to UPS. If the goods cannot be repaired by the Supplier after two attempts to do so, UPS is entitled to have the goods repaired by a third party and will be indemnified in full by the Supplier for any costs incurred in relation to the repair of the defective goods. If the defective goods are not capable of being repaired within a reasonable period following discovery of the defect, UPS shall be entitled to a full refund of the sums paid for the goods, including all reasonable expenses incurred resulting from the defect in the goods. Any claims which arise in relation to the Supplier's liability for defective goods may be assigned to other companies within the UPS group.

## 11. Cancellation

UPS may cancel a Purchase Order at any time prior to the delivery of the goods, by sending written confirmation of the cancellation to the Supplier. UPS will not be liable to the supplier for any damages, losses or expenses of any kind which might arise from the cancellation of a Purchase Order. If the goods were specifically manufactured for UPS, UPS will compensate the Supplier for reasonable expenses incurred up to the date of cancellation, always subject to

the Supplier's obligation, to mitigate any losses resulting from the cancellation so far as reasonably possible.

## 12. Files & Documentation

The supplier shall preserve all files, including all invoices and payment confirmation in accordance with the relevant statutory retention periods. These files will be placed at the disposal of UPS for inspection upon request.

## 13. Information and documents for foreign trade

The Supplier is obligated to provide the following foreign trade documents in relation to each delivery of goods:

- Classification of the goods in the trade statistics (statistical goods number);
- The country of origin of the goods;
- The identification and classification of goods which are subject to export control; and
- Upon request, certificate of origin or preference.

Where necessary, any required Intrastat declarations must be prepared by the Supplier within the relevant statutory deadlines and sent to HM Revenue & Customs. A copy of this declaration must be sent to UPS via e-mail to [mdcsupplymea@ups.com](mailto:mdcsupplymea@ups.com).

For all goods exported on behalf of UPS, the shipment orders and the export declarations are to be drawn up and on behalf of and under the instructions of UPS. The details, in particular the EORI number, are agreed separately by the parties. The return of the export data shall be sent to the e-mail address [mdcsupplymea@ups.com](mailto:mdcsupplymea@ups.com).

## 14. Title and risk

Title to the goods and risk will pass from the Supplier to UPS upon delivery, at the delivery location indicated by UPS.

## 15. Confidentiality

The Supplier is obligated to maintain confidentiality of all business affairs and events, including but not limited to any business and operating secrets and all items expressly designated as confidential by UPS and that information and those materials that are by their nature intended to be confidential. The Supplier will not share or provide or copy any of UPS's confidential information to any third party. The Supplier will ensure that all of its employees, subcontractors and agents are made aware of the provisions of this clause and agree to abide by its terms. The Supplier acknowledges and accepts responsibility for any unauthorised disclosure of confidential information made by its employees, subcontractors, agents or any other person to whom he has disclosed this information and agrees to indemnify UPS in relation to any losses resulting from such unauthorised disclosure.

## 16. Data protection

Supplier will comply with the Data Processing Exhibit available at <https://www.ups.com/us/en/helpcenter/legal/terms-conditions/vendors-data-protection.page>, which the parties incorporate into this Agreement by this reference. Supplier agrees that UPS and its affiliates may process data collected in connection with the business relationship as is reasonably necessary for their own business purposes.

## 17. Communications

Unless otherwise agreed, all communications to UPS must be made in writing to the address referred to in the Purchase Order with copy to: UPS Limited  
Attn. Procurement Department  
2 Lotus Park, The Causeway  
Staines-upon-Thames  
Middlesex, TW18 3AG  
United Kingdom

## 18. Partial invalidity

If a provision of these Terms and Conditions becomes unenforceable, the remaining provisions shall remain in full effect.

## 19. Advertising

The Supplier agrees that it will not use the name or logo of UPS or of a company affiliated with UPS in publications or other releases for advertising purposes, without the prior written consent of UPS.

## 20. Transfer/Assignment

The Supplier is not entitled to transfer or assign its obligations under the Purchase Order and these Terms and Conditions. The Supplier may engage subcontractors and must provide the details of such subcontractors to UPS upon request. The supplier cannot transfer or assign any contractual claim

against UPS to any third party and any payment due to the Supplier will only be made to the Supplier. UPS may transfer or assign its obligations under the Purchase Order and these Terms and Conditions to another party without requiring the consent of the Supplier.

#### **21. Management of external companies**

The Supplier will at all times use reasonable care and skill when visiting UPS's premises. The Supplier shall comply with all provisions and instructions regarding occupational safety, environmental protection, entering and driving on factory premises, evacuation requirements etc., which are valid for works undertaken at the premises of UPS. The Supplier shall ensure that all its employees, subcontractors and agents are made aware and comply with this provision.

#### **22. Human rights**

The Supplier warrants that it does not employ any children and that it complies with the provisions of the Modern Slavery Act 2015. The Supplier must also take all reasonable steps to ensure that its suppliers, subcontractors, agents or manufacturers do not employ any children and that they comply with the Modern Slavery Act 2015. UPS is entitled to undertake unannounced inspections of the Supplier's premises, and any other premises connected to the performance of the Supplier's obligations under the Purchase Order and these Terms and Conditions to carry out appropriate audits of the Supplier's files, in order to ensure the compliance with this provision.

**23. UPS Code of Business Conduct** At all times when undertaking business with UPS, the Supplier shall to comply with the UPS Code of Business Conduct, which can be found at: <https://about.ups.com/be/en/ourcompany/governance.html>

#### **24. Compliance with laws and regulations**

The Supplier shall comply with all applicable laws and regulations. In particular, the Supplier warrants that any waste resulting from the performance of the contract with UPS, in accordance with all the relevant laws and regulations.

#### **25. Applicable law**

These General Terms and Conditions of Purchase shall be governed and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English Courts.