

VENDOR AGREEMENT MODULE  
HARDWARE PURCHASE: PSHW  
Applicable only to Hardware

**1. Supplementary Definitions**

"**Delivery Location**" means, with respect to particular Hardware, the address for delivery of such Hardware as specified in the applicable SOW.

**2. Delivery**

2.1 Packaging. Vendor shall, and shall cause Vendor Personnel to, properly pack, mark, and ship Hardware as provided in the applicable SOW or as otherwise instructed by CWT, except to the extent applicable Law requires otherwise, in which case Vendor shall, and shall cause Vendor Personnel, to comply with applicable Law to such extent.

2.2 On the Delivery Date (or if no such date is specified, then within 30 calendar days of the effective date of the applicable SOW), Vendor shall deliver all Hardware and Documentation to the Delivery Location during CWT's normal business hours, or as otherwise specified by CWT or the applicable SOW.

2.3 In the event Vendor fails to comply with the requirements of the foregoing sentence CWT may, without affecting other rights under the Agreement Terms or any other rights or remedies available to CWT:

2.3.1 cancel the applicable SOW, in whole or in part, without incurring any liability;

2.3.2 refuse to accept any subsequent delivery; and

2.3.3 hold the Vendor accountable for any loss and costs incurred.

2.4 Shipping. Vendor shall give written notice of shipment to CWT when Hardware is delivered to a carrier for transportation. Vendor shall, within 5 business days after Vendor delivers Hardware to the transportation carrier, provide CWT with documents showing the quantity of pieces in shipment, the number of cartons or containers in shipment, and the country of origin, along with all shipping documents, including the commercial invoice, packing list, air waybill, bill of lading, and any other documents necessary to release Hardware to CWT. Vendor shall ensure all SOW number(s) appear on all shipping documents, shipping labels, air waybills, bills of lading, and any other documents pertaining to Hardware.

2.5 Risk of Loss. Hardware is at the risk of the Vendor and does not transfer to CWT until acceptance of such Hardware by CWT.

2.6 Title. Title and ownership of Hardware will pass to CWT upon delivery of such Hardware to the Delivery Location in accordance with the applicable SOW, except that if Hardware is paid for before delivery, title and ownership will pass to CWT once payment has been made. The passing of title and ownership in the Hardware does not affect any right of rejection or warranty to which CWT is entitled under the Agreement or otherwise.

**3. Acceptance**

3.1 Prior to Vendor's delivery of any Hardware or Documentation, Vendor shall complete all reasonable testing, and all testing specified in the applicable SOW, of such Hardware and Documentation.

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- 3.2 Within 30 calendar days (or a longer period as is reasonably necessary for CWT to inspect and test the Hardware and Documentation and their interoperability with CWT's systems) after delivery of any Hardware and Documentation (as reasonably determined and confirmed by CWT), CWT may notify Vendor of CWT's determination that such Hardware and Documentation either conform or do not conform with Specifications and that such Hardware conforms or does not conform with Documentation.
- 3.3 Without affecting any of CWT's other rights or remedies, in the event of CWT's rejection of any Hardware and Documentation, Vendor shall, at CWT's election and at no cost to CWT, within ten days of such rejection: (a) replace or modify such Hardware and Documentation to conform in all respects with Specifications or (b) refund any amount CWT paid for such Hardware. Any Hardware that CWT rejects shall be returned at Vendor's risk and expense.

**4. Representations and Warranties**

- 4.1 Vendor acknowledges that CWT has entered into the Agreement in reliance upon the Vendor's expertise in selecting and supplying Hardware to meet CWT's business requirements.
- 4.2 In addition to any representations and warranties otherwise made, Vendor represents and warrants that, as of the Effective Date and thereafter, Hardware, Documentation, and any media or materials on or with which either is delivered are and will remain free of Harmful Code.
- 4.3 To the extent that Vendor is not the manufacturer and can assign, or otherwise make benefit (or cause to be assigned or otherwise made to benefit), CWT any warranties or related guarantees made by the manufacturer or seller of Hardware (other than Vendor), Vendor shall do so. Without limiting the foregoing, Vendor shall make reasonable efforts to provide CWT with as much of the benefit of such warranties as possible, including enforcing such warranties for the benefit of CWT.
- 4.4 The Seller warrants that it sells the Hardware to the Buyer free from all liens and encumbrances and with full title guarantee (unless otherwise expressly stated in the SOW).