

United Parcel Service, Inc. (a New York corporation) MC-116200

United Parcel Service, Inc. (an Ohio corporation) MC-115495

United Parcel Service Canada Ltd. MC-186275

**GENERAL TARIFF CONTAINING THE  
CLASSIFICATIONS, RULES AND PRACTICES  
FOR THE  
TRANSPORTATION OF PROPERTY**

In Individual Shipments of Packages or Articles Not Exceeding 150 Pounds Apiece nor exceeding 108 inches in Length, or 130 Inches in Length and Girth combined, except as provided in Item 1030 of Tariff, via all Motor and Substituted Service Between Points and Places in the United States. Certain other classifications, rules and practices may apply as provided in the shipper's contract.

For Reference to Governing Publications see Item 400 of Tariff.

**EFFECTIVE: July 14, 2003**

Issued By:

OFFICE OF GENERAL COUNSEL

UNITED PARCEL SERVICE, INC.

55 Glenlake Parkway, NE

Atlanta, Georgia 30328

Permanent Address:  
United Parcel Service, Inc.  
(a New York corporation)  
55 Glenlake Parkway, NE  
Atlanta, Georgia 30328

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ITEM	LIST OF PARTICIPATING CARRIERS	
CARRIER CODE	MOTOR CARRIERS	CERTIFICATE NUMBER
UPSN UPSS UPSC	United Parcel Service, Inc. (a New York corporation) United Parcel Service, Inc. (an Ohio corporation) United Parcel Service Canada Ltd.  Each of the participating carriers individually, or any combination of them collectively, are sometimes referred to herein as UPS.	MC-116200 MC-115495 MC-186275

ITEM	GOVERNING PUBLICATIONS															
400	<p>This Tariff, containing the Rates, Classifications, Rules and Practices, incorporates herein the following described tariffs, and their supplements or loose-leaf page amendments or successive issues thereof, except to the extent the terms therein are inconsistent with the terms of this Tariff, in which case the terms of this Tariff govern.</p> <table border="1" data-bbox="203 306 1518 453"> <thead> <tr> <th data-bbox="203 306 634 352">TITLE OR KIND OF TARIFF</th> <th data-bbox="634 306 1135 352">ISSUING AGENT OR CARRIER</th> <th data-bbox="1135 306 1281 352">TARIFF</th> <th data-bbox="1281 306 1518 352"></th> </tr> </thead> <tbody> <tr> <td data-bbox="203 352 634 401"></td> <td data-bbox="634 352 1135 401"></td> <td data-bbox="1135 352 1281 401"></td> <td data-bbox="1281 352 1518 401"></td> </tr> <tr> <td data-bbox="203 401 634 453">Local Zone Charts</td> <td data-bbox="634 401 1135 453">United Parcel Service, Inc.</td> <td data-bbox="1135 401 1281 453"></td> <td data-bbox="1281 401 1518 453"></td> </tr> </tbody> </table>				TITLE OR KIND OF TARIFF	ISSUING AGENT OR CARRIER	TARIFF						Local Zone Charts	United Parcel Service, Inc.		
TITLE OR KIND OF TARIFF	ISSUING AGENT OR CARRIER	TARIFF														
Local Zone Charts	United Parcel Service, Inc.															
	<p>The effective UPS Rates for shippers located in the 48 contiguous United States are defined as the Daily or On-Demand Rates established by UPS for the service selected by the shipper, which apply to the shipper and the package and are in effect at the time of shipping, plus any additional charges or rates for nonstandard service, additional or nonstandard usage, and any other additional charges referenced within this Tariff, or those applicable additional rates set out in any customized contracts.</p> <p>The effective UPS Rates for shippers located in Alaska are the UPS Rates published in the <i>UPS Rate and Service Guide</i> for customers located in Alaska, for the service selected by the shipper, which apply to the shipper and the package and are in effect at the time of shipping, plus any additional charges or rates for nonstandard service, additional or nonstandard usage, and any other additional charges referenced within this Tariff, or those applicable additional rates set out in any customized contracts.</p> <p>The effective UPS Rates for shippers located in Hawaii are the UPS Rates published in the <i>UPS Rate and Service Guide</i> for customers located in Hawaii, for the service selected by the shipper, which apply to the shipper and the package and are in effect at the time of shipping, plus any additional charges or rates for nonstandard service, additional or nonstandard usage, and any other additional charges referenced within this Tariff, or those applicable additional rates set out in any customized contracts.</p> <p>To determine the amount of any charge for UPS service, consult the effective UPS Rates. The effective UPS Rates are available at <a href="http://www.ups.com">www.ups.com</a> and upon request at the local UPS office.</p> <p>UPS reserves the right in its sole discretion to use any mode of transportation whatsoever to provide the service selected by the shipper. Regardless of the mode of transportation used, the effective UPS Rates for the service selected by the shipper shall apply.</p> <p>The effective UPS Rates and Service Guides in effect at the time of shipment, and the description of UPS Services at <a href="http://www.ups.com">www.ups.com</a>, as well as any modifications, amendments, supplements, or successive publications thereof, are hereby incorporated by reference as part of the terms and conditions of this Tariff.</p> <p>The UPS Tariff; the effective UPS Rates and Service Guides and the description of UPS Services at <a href="http://www.ups.com">www.ups.com</a>, which are incorporated in the Tariff; and the UPS source document for each shipment, together comprise the complete and exclusive agreement of the parties, except as modified by any existing or future written agreement between the parties, and may not be contradicted or modified by any oral agreement.</p> <p>The Tariff is published periodically by United Parcel Service. The most current version of the Tariff may be found at <a href="http://www.ups.com">www.ups.com</a> and is available at all local UPS offices. UPS reserves the right to unilaterally modify or amend any portion of the UPS Tariff or UPS Rate and Service Guide at any time without prior notice. The current version of this Tariff and any modifications or amendments supersede all previous UPS Tariffs. Any failure to enforce or apply any term or provision of the Tariff, or any other term or provision of the parties' agreement, shall not constitute a waiver of that term or provision by UPS, and shall not diminish UPS's right to enforce such term or provision in the future.</p>															
420	<p style="text-align: center;"><u>SUPPLEMENTAL CORRECTIONS OR SUCCESSIVE ISSUES</u></p> <p>Where reference is made in this Tariff to a tariff, item, note, rule, or table, such reference will include any supplemental or successive issues of such tariff, item, note, rule, or table.</p>															

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY
425	<p style="text-align: center;"><u>FIREARMS AND AMMUNITION</u></p> <p>Firearms will be transported only between licensed importers, licensed manufacturers, licensed dealers and licensed collectors, as defined in the United States Gun Control Act of 1968 (Public Law 90-618, enacted October 22, 1968), as amended by the Firearms Owners' Protection Act (P.L. 99-308, approved May 19, 1986, and a subsequent amendment thereto, P.L. 99-360, approved July 8, 1986) ("the Acts"), law enforcement agencies of the United States or of any department or agency thereof, and law enforcement agencies of any State or any department, agency or political subdivision thereof, and from a person not otherwise prohibited by Federal, State or local law to a licensed importer, licensed manufacturer or licensed dealer for the sole purpose of repair or customizing, and the repaired firearm or a replacement firearm of the same kind or type on return from the licensed importer, licensed manufacturer or licensed dealer to that person. The shipper must affix a UPS label, requesting an adult signature upon delivery, to each package containing a firearm. Adult means a person 21 years of age or older. Handguns, as defined by the Acts, will only be accepted for transportation via UPS Next Day Air Services, but will not be accepted for transportation via UPS Drop Boxes, Internet Shipping, or in response to a request for a One-Time Pickup or for On-Call Pickup Service. Firearms, including handguns, will not be accepted when presented for shipment at a UPS Authorized Shipping Outlet or a UPS Commercial Counter. Small arms ammunition, as defined in 49 C.F.R. Section 173.59, will be transported only when packaged and labeled in compliance with 49 C.F.R. Section 172.</p>
435	<p style="text-align: center;"><u>MEASUREMENT OF COMBINED LENGTH AND GIRTH</u></p> <p>To determine the length of a regularly shaped package or article, measure the longest side. To determine the girth, measure the distance around the package or article at its thickest part, at a right angle to the length. The total of the two measurements is the combined length and girth.</p> <p>To determine the length, width, height, or combined length and girth of an irregularly shaped package or article subject to dimensional weight billing, assume the package or article to be enclosed in a six-sided carton having rectangular sides of no thickness joined together at right angles.</p> <p>To determine the combined length and girth of articles of regular shape but with open or hollow portions, such as tires, hoops, coils, or frames, measure by use of outer dimensions only, as if the open or hollow portions were solid.</p>
437	<p style="text-align: center;"><u>PACKAGING</u></p> <p>It is the responsibility of the shipper to ensure that proper packaging is used and that contents of packages are adequately and securely packed, wrapped, and cushioned for transportation. The use of UPS-provided packaging is not a guarantee that an item is sufficiently packaged for transportation. UPS does not provide special handling for packages with "Fragile," package orientation (e.g., "UP" arrows or "This End Up" markings), or any other similar such markings.</p>
440	<p style="text-align: center;"><u>REFUSAL OF SERVICE</u></p> <p>UPS reserves the right to refuse to provide service, among other reasons, for any package which by reason of the dangerous or other character of its contents may, in the sole judgment of UPS, soil, taint, or otherwise damage other packages or UPS's equipment, or which is improperly or insecurely packed or wrapped. Packages must be so packed or wrapped as to meet UPS's published standards related thereto set forth in this Tariff or elsewhere, and as to pass the tests set forth in the International Safe Transit Association, Procedure 1A, Procedure for Testing Packaged Products, published by the International Safe Transit Association, with the additional requirement that, for all packages weighing over 60 lbs., the drop height shall be 12 inches and the drop sequence shall be the same as in Procedure 1A. In addition, any tested product must be free from damage and the packaging must afford reasonable protection as determined by UPS, in its sole judgment.</p> <p>In addition, UPS reserves the right either to refuse to provide service for any package or to or from any location, or to provide alternative service arrangements, when, among other reasons, UPS, in its sole discretion, deems that it is unsafe or economically or operationally impracticable to provide service.</p> <p>Common fireworks will not be accepted by UPS for transportation.</p>

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY
442	<p style="text-align: center;"><u>RIGHT OF INSPECTION</u></p> <p>UPS reserves the right in its sole discretion to open and inspect any package tendered to it, but is not required to do so.</p>
445	<p style="text-align: center;"><u>DEFINITION OF "PACKAGE"</u></p> <p>The term "package," as used herein, means any container and its contents, and includes Letters as well as any article that may be handled without packaging if the handling thereof can be accomplished in a reasonably safe and practicable manner.</p>
446	<p style="text-align: center;"><u>UPS AUTOMATED SHIPPING SYSTEM AND SOURCE DOCUMENT</u></p> <p>The term "UPS automated shipping system" as used herein, means a UPS Online® shipping system or a UPS Online Compatible shipping system that meets UPS Online requirements at the time of shipment. The term "source document" as used herein, means a document provided by UPS for the purpose of shipping a package via UPS. "UPS automated shipping system" and "source document", individually or collectively, are sometimes referred to herein by the term "UPS shipping system".</p>
447	<p style="text-align: center;"><u>PACKAGE LEVEL DETAIL (PLD) AND SMART LABEL</u></p> <p>Timely upload of Package Level Detail (PLD) is defined as the electronic transmission of all applicable PLD information to UPS at the time that packages are tendered to UPS. PLD as used herein, includes, but is not limited to consignee's full name, complete delivery address and package weight.</p> <p>A smart label as defined herein and described in the <i>UPS Guide to Labeling</i> includes, but is not limited to, MaxiCode, postal code bar code, current UPS Routing Code, appropriate UPS service level icon and a UPS 1Z tracking number bar code.</p>
448	<p style="text-align: center;"><u>DEFINITION OF "DELIVERY"</u></p> <p>Delivery for all purposes shall be deemed to include, but not be limited to: delivery to the consignee or the consignee's actual or apparent agent or representative, delivery to the address or location specified in the UPS shipping system, delivery to a reasonable alternate address or location, delivery in accordance with trade custom or usage, delivery pursuant to UPS's driver release procedures, or delivery otherwise permitted under this Tariff. Unless the shipper requests Delivery Confirmation service requiring a signature, UPS reserves the right, in its sole discretion, to make a delivery without obtaining a signature.</p>
450	<p style="text-align: center;"><u>PAYMENTS FOR SERVICE</u></p> <p>All charges are the responsibility of and must be paid by the shipper. Notwithstanding any payment or billing plan that is in effect or billing option selected, the shipper is ultimately liable for all charges.</p> <p>UPS reserves the right to bill for all transportation charges and all applicable accessorial charges, surcharges, and other charges based upon the characteristics of, and services requested for, the packages actually tendered to UPS, and will also bill for all late payment fees assessed by UPS (collectively "Charges"). All Charges must be paid in the lawful money of the United States of America.</p> <p>UPS reserves the right to audit invoices to verify service selection; package or shipment weight; and applicability of any accessorial charges, surcharges, late payment fees, or other charges; and to make appropriate adjustments. If Charges are paid by credit card, the shipper expressly authorizes UPS to assess any Charges and to obtain payment of the Charges by use of the credit card.</p> <p>Shippers requesting an invoice adjustment (e.g., adjustment of a Charge based on an incorrect rate, billable weight, account number, type of service, a late payment fee, etc.) or a refund due to a duplicate payment must notify UPS of the request within 180 days of receiving the contested invoice, or any billing dispute is waived. A partial payment against an invoice is not considered a request for an invoice adjustment.</p>

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY
452	<p style="text-align: center;"><u>USE OF UPS-PROVIDED MATERIALS AND SERVICES</u></p> <p>UPS-provided materials, including but not limited to packaging materials and supplies, envelopes, labels, label printers, shipping documents, publications and products are provided solely for the use of UPS shippers to obtain UPS services on their behalf and interact with UPS. Any other use of such UPS-provided materials is strictly prohibited.</p> <p>Under no circumstances may a shipper sell any UPS-provided materials, products, or services to any third party without prior written authorization from UPS.</p>
455	<p style="text-align: center;"><u>USE OF UPS ELECTRONIC INFORMATION SYSTEMS</u></p> <p>“UPS Systems” means for all purposes herein those UPS electronic information systems to which shippers are granted access by UPS and which are accessed by means of hardware, software, or Internet interfaces.</p> <p>A shipper may use the UPS Systems solely for UPS-related business conducted by or on behalf of shipper. Any other use of the UPS Systems is strictly prohibited. A shipper may use or disclose information provided via the UPS Systems only in connection with packages shipped by or to shipper or on shipper’s behalf.</p> <p>A shipper may not use the UPS Systems in any way that adversely affects the performance or function of the UPS Systems or interferes with access by other parties to the UPS Systems. A shipper shall not gain access, or attempt to gain access, by any means to any UPS computer system or database, other than the UPS Systems to which shipper is expressly granted access by UPS.</p> <p>A shipper shall preserve and reproduce all content of the information provided by the UPS Systems and maintain all data formats, structure, sequence and organization of the information delivered by the UPS Systems, without amendment, deletion or modification of any type. UPS reserves the right to terminate, update, alter or supplement any or all of the UPS Systems and services and information available from the UPS Systems at any time. UPS reserves the right to assess charges for the use of any UPS System, by providing notice of such charges to the shipper. By permitting limited usage of the UPS Systems, UPS does not convey any property interest in or to the UPS Systems or any other UPS property or services.</p> <p>UPS reserves the right to terminate a shipper’s access to and use of the UPS Systems for any reason, including if UPS in its sole judgment believes that ( 1 ) the system is being used for an illegal purpose or a purpose not authorized by UPS, or ( 2 ) UPS or a third party’s rights are being jeopardized, or ( 3 ) UPS or any third party is potentially exposed to liability or damage of any type, or ( 4 ) the shipper is violating this Tariff or any other applicable agreement between UPS and the shipper.</p>
460	<p style="text-align: center;"><u>DEFINITION OF ARTICLES OF UNUSUAL VALUE, WHICH ARE NOT ACCEPTED BY UPS FOR TRANSPORTATION</u></p> <p>Shippers are prohibited from shipping articles of unusual value via UPS. Articles of unusual value shall be deemed to include, but are not limited to:</p> <ol style="list-style-type: none"> <li>(1) Coins (except pennies and nickels, and except proof and mint sets of United States coins tendered by United States mints of a face value not to exceed \$2.41), currency, postage stamps, negotiable instruments (except checks), money orders, unset precious stones, and industrial diamonds.</li> <li>(2) Any article which contains more than fifty percent by weight of gold, silver, or platinum or any combination thereof in raw form, bullion, balls, bars, grains, strip, sheet, wire, chain, ingots and the scrap of these metals.</li> <li>(3) Any package having a value of more than \$50,000.</li> </ol> <p>UPS will not be liable for any loss of, or damage to, articles of unusual value.</p>

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY
461	<p style="text-align: center;"><u>HUMAN REMAINS AND BIOLOGICAL MATERIALS</u></p> <p>No service shall be rendered in the transportation of human remains, fetal remains, human body parts, or components thereof.</p> <p>Packages containing Diagnostic Specimens as described in 49 C.F.R. 173.199, which are prepared in accordance with all aspects of 49 C.F.R. 173.199, will be accepted for transportation.</p> <p>Transportation of other biological materials is limited, must be prearranged, and will only be provided under the following conditions: the shipper has received prior written authorization from UPS for the specific package tendered; and, the shipper requests service in accordance with the conditions set forth in the written authorization from UPS for the package tendered. Any package containing biological materials shall be considered a perishable commodity and will be accepted for transportation solely at the shipper's risk for damage or loss occasioned by exposure to heat or cold.</p>
462	<p style="text-align: center;"><u>ALCOHOLIC BEVERAGES</u></p> <p>UPS transports packages containing alcoholic beverages only among and within a limited number of states, as determined by UPS, and subject to applicable federal, state and local law. UPS may offer service to additional states on a contractual basis provided the shipper signs a contract and agrees to the provisions in the approved UPS Agreement for the Transportation of Wine Shipments. The shipper must affix a UPS label, requesting Delivery Confirmation Adult Signature Required service, to each package containing alcoholic beverages. Adult means a person 21 years of age or older. Packages containing alcoholic beverages are also subject to certain other conditions. Contact UPS, or access the UPS Terms and Conditions of Service at <a href="http://www.ups.com">www.ups.com</a>, for specific information and restrictions upon service, including a list of states where UPS currently provides transportation of alcoholic beverages. It is the responsibility of the shipper to ensure that a package tendered to UPS does not violate any federal, state, provincial, or local laws or regulations applicable to the package.</p> <p>UPS reserves the right to dispose of any alcoholic beverages tendered for shipment which shippers are prohibited from shipping, which UPS is not authorized to accept, which UPS states that it will not accept, or which UPS has a right to refuse. The shipper agrees to indemnify, defend, and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought by a governmental agency or any other person or entity arising from or relating to the transportation of a package containing alcoholic beverages, or from the shipper's noncompliance with UPS requirements for the shipment of alcoholic beverages or governmental laws or regulations applicable to the transportation of alcoholic beverages. Under no circumstances shall UPS be liable for special, incidental, or consequential damages arising from the transportation of a shipment of alcoholic beverages. UPS reserves the right to discontinue service to any shipper for, among other reasons, tendering a packaging containing alcoholic beverages that does not comply with all applicable laws relating to the shipment. Additional terms and conditions regarding the shipment of alcoholic beverages are set forth in the UPS Terms and Conditions of Service, which is available at <a href="http://www.ups.com">www.ups.com</a>.</p>
463	<p style="text-align: center;"><u>LIVE ANIMALS</u></p> <p>UPS does not regularly provide service for packages containing live animals. (The term "animal" as used here refers to anything living, except plants). UPS will only accept packages containing live animals for shipment within the United States on an exception basis. Transportation for packages containing live animals is limited, must be prearranged, and will only be provided under the following conditions: the shipper has received written authorization from UPS for the specific package tendered; and, the shipper requests service in accordance with the conditions set forth in the written authorization from UPS for the package tendered. Any package containing a live animal shall be considered a perishable commodity and will be accepted for transportation solely at the shipper's risk for damage or loss. UPS shall not be liable for any package containing a live animal in the event of loss, damage, delay, or misdelivery, nor shall UPS be liable for any special, incidental, or consequential damages.</p>

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY
465	<p style="text-align: center;"><u>CORRECTION OF WRONG ADDRESSES</u></p> <p>If UPS is unable to deliver any package as addressed by the shipper, or if the package has an incorrect or incomplete address (examples include, but are not limited to, P.O. Boxes, missing suite or apartment numbers, old addresses, and missing/incorrect ZIP Codes), UPS will make reasonable efforts, to be determined in its sole discretion, to secure the correct or complete address.</p> <p>If the correct or complete address is secured, UPS, at its sole discretion, will attempt delivery, and the shipper will be provided with the correct or complete address in order to update its internal records. An additional charge will be assessed for an address correction.</p>
470	<p style="text-align: center;"><u>REFUSED PACKAGES RETURNED</u></p> <p>Domestic packages refused by consignees, or which for any other reason cannot be delivered, will be promptly returned to the shipper without additional charge.</p> <p>In the event that a package is refused by the consignee or for any other reason cannot be delivered, and return of the package is refused by the shipper, or the package cannot otherwise be returned to the shipper, UPS will retain the package for a reasonable period of time, to be determined in its sole discretion, but that shall not exceed thirty days, and UPS reserves the right to dispose of the package thereafter.</p>
472	<p style="text-align: center;"><u>DROP SHIPMENT</u></p> <p>Drop Shipment, as defined herein, means any shipment pursuant to a written agreement between UPS and a specific shipper that permits the shipper to tender quantities of individual packages directly to UPS at a UPS pre-approved designated location. A unique Drop Shipper account number will be assigned, which the shipper agrees to use solely for the origin and destination locations as specified in the UPS Drop Ship Letter of Understanding.</p> <p>UPS reserves the right to refuse any Drop Shipment request, in its sole discretion, including but not limited to any Drop Shipment that is operationally or economically impracticable to transport. A request for Drop Shipment service is not reasonable unless the shipper makes a prior arrangement with UPS, agreed to in advance by UPS, as to timing, location and volume of the Drop Shipment.</p> <p>When a shipper, through prior arrangements with UPS, tenders packages at UPS's receiving stations with a return address requiring a movement greater than a Zone 2 movement from the point of tender, any undelivered packages will be returned automatically and will be charged at the rate applicable between the point of tender and the return address. The effective UPS Rates for the applicable shipment will apply.</p>
475	<p style="text-align: center;"><u>DELIVERIES ATTEMPTED THREE TIMES WITHOUT EXTRA CHARGE</u></p> <p>If UPS is unable to deliver a package, a notice will be left at the consignee's address stating that delivery has been attempted. Thereafter a second and, if necessary, a third attempt to deliver the package will be made without additional charge.</p>
476	<p style="text-align: center;"><u>SHIP NOTIFICATION</u></p> <p>Upon request, UPS will provide notification by fax or e-mail, as directed by the shipper, of a shipment requested by the shipper. The UPS Ship Notification service will be provided by UPS subject to the effective UPS Terms and Conditions of Service. Ship notification is available in UPS Online® Worldship® and UPS Online® Compatible vendor shipping systems approved to use this service. Only e-mail Ship Notification is provided through UPS CampusShip™ or UPS Internet Shipping. An additional charge will be assessed for each successfully faxed Ship Notification.</p>
478	<p style="text-align: center;"><u>PACKAGE TRACKING/TRACING AND REFUND REQUEST CHARGE</u></p> <p>UPS may, in its sole discretion, assess a shipper an additional charge for each Package Tracking/Tracing Request initiated by or at the request of the shipper.</p> <p>This charge will not be assessed for the first 50 package tracking requests per calendar week, or for a quantity of package tracking requests equal to or less than twenty percent (20%) of the shipper's package volume for that week, whichever is greater.</p> <p>This charge will not be assessed for a quantity of package tracing requests equal to or less than two percent (2%) of the shipper's package volume for that week.</p>

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY
478 CONT	UPS also reserves the right to assess the shipper a charge in the effective UPS Rates for guaranteed service refund requests when the subject package was delivered in accordance with the applicable UPS Service Guarantee in the effective UPS Terms and Conditions of Service.
480	<p style="text-align: center;"><u>C.O.D. PACKAGES</u></p> <p>C.O.D. means, for all purposes, Collect On Delivery.</p> <p>Preparation and Listing of C.O.D. Packages: C.O.D.s are accepted for amounts up to \$50,000 per package. Shippers not using a UPS automated shipping system must prepare and attach to each C.O.D. package a UPS C.O.D. tag showing the amount to be collected and enter such amount in the space provided for that purpose. Shippers using a UPS automated shipping system will generate, and apply to each C.O.D. package, a system-generated address label with a C.O.D. bar code and the amount to be collected for each individual package. Each C.O.D. package in a Hundredweight shipment must carry a C.O.D. tag or system-generated label for the goods contained in that package. An additional charge will be assessed for each C.O.D. package tendered to UPS. The entry of a C.O.D. amount is not a declaration of value for insurance purposes, nor does the payment of the C.O.D. charge constitute payment of the premium for excess value insurance.</p> <p>Responsibility for C.O.D.s: Upon delivery of each C.O.D. package, UPS will attempt to collect the amount shown on the C.O.D. tag or the system-generated label attached to the package and transmit to the shipper the amount so collected, or, if collection cannot be made, will return the package to the shipper. The shipper must notify UPS within 45 days from date of shipment if the shipper has not received payment of the C.O.D. amount, or any claim relating thereto shall be deemed waived. Suits shall be instituted within two years after denial of any portion of the claim.</p> <p>If collection cannot be made within three delivery attempts, or the consignee refuses delivery, UPS will return the package to the shipper.</p> <p>Consignee's Checks in Payment of C.O.D.s: Unless instructions to collect cashier's check or money order only are shown on the C.O.D. tag (in conformity with the instructions on the tag) or system-generated label, UPS will accept a check or other negotiable instrument issued by or on behalf of the consignee. When instructions to collect cashier's check or money order only are clearly indicated on the C.O.D. tag or system-generated label, UPS reserves the right to accept cashier's check, money order, official bank check or other similar instrument issued by or on behalf of the consignee. All checks or other negotiable instruments (including cashier's checks, official bank checks, money orders, and other similar instruments) tendered in payment of C.O.D.s will be accepted by UPS based solely upon the shipper assuming all risk relating thereto including, but not limited to, risk of nonpayment, insufficient funds, and forgery, and UPS shall not be liable upon any such instrument. All checks or other negotiable instruments (including cashier's checks, official bank checks, money orders, and other similar instruments) will be transmitted to the shipper together with UPS's own check if consignee check(s) collected are for less than the C.O.D. amount.</p> <p>Currency in Payment of C.O.D.s: UPS will not accept currency in any amount for payment of C.O.D. shipments.</p> <p>Payment of \$10,000 or more: Payment for any C.O.D. package of \$10,000 or more must be received in a single check or other negotiable instrument such as a cashier's check, money order, official bank check, or other similar instrument.</p> <p>In the event that UPS accepts a personal or company check when a shipper has properly instructed UPS to collect a cashier's check or money order only, UPS reserves the right, in its sole discretion, to deposit into a UPS account the personal or company check collected and to provide the shipper with a check issued by UPS.</p> <p>In the event that a shipper timely notifies UPS that it has not received payment of the C.O.D. amount, if UPS's records show that it collected a C.O.D. payment and the remittance has not been cashed, UPS may, in its sole discretion, provide the shipper with a digital image of the check or money order along with a C.O.D. Remittance Verification in order to assist the shipper in locating the missing C.O.D. payment. If the shipper is still unable to locate the C.O.D. payment, UPS may, in its sole discretion, provide the shipper with an indemnified C.O.D. check or money order, which is a digital image of the original payment collected by UPS at the time of delivery and can be deposited in a bank, provided that the original check or money order has not previously been deposited or negotiated. If the indemnified check or money order is invalid for any reason, including but not limited to insufficient funds or forgery, UPS shall not be liable upon the instrument.</p>

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480 CONT	<p>C.O.D. packages with an amount to be collected in excess of \$500 will not be accepted for transportation via a UPS Drop Box.</p> <p>C.O.D. service is not provided for international shipments.</p> <p>As with all packages, UPS shall not be liable for any special, incidental, or consequential damages in connection with C.O.D. packages.</p>
485	<p style="text-align: center;"><u>REMITTANCE OF C.O.D.s</u></p> <p>UPS shall remit C.O.D. collections to the shipper after the date of collection.</p> <p>UPS reserves the right to set off C.O.D. collections against any charges owed to UPS by the shipper. Additionally, UPS reserves the right, in its sole discretion, to deposit into a UPS account the instrument(s) collected for payment of C.O.D.(s) in order to set off the amount collected against charges owed to UPS by the shipper.</p>
496	<p style="text-align: center;"><u>UPS RETURN SERVICES</u></p> <p>UPS offers a variety of services for the return of UPS compatible packages, as provided in the applicable UPS Service Guides and effective UPS Terms and Conditions of Service. These services include: Print Return Label, Print and Mail Return Label, Electronic Return Label, 1 UPS Pickup Attempt, 3 UPS Pickup Attempts, and Call Tag. The value limit for each package returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services is \$1,000. The value limit for each package returned via 3 UPS Pickup Attempts or Call Tag Return Services is \$50,000.</p> <p>Packages containing certain items are prohibited from being shipped, and are not accepted by UPS, when tendered for transportation via UPS Return Services, including but not limited to: Hazardous Materials and packages requiring a UPS label requesting an adult signature upon delivery.</p> <p>C.O.D. (Collect On Delivery) service and Collect or Third-Party billing are not provided for UPS Return Services.</p>
500	<p style="text-align: center;"><u>INTERRUPTION OF SERVICE</u></p> <p>UPS shall not be liable for any interruption of service due to causes beyond UPS's control including, but not limited to, the following: the unavailability or refusal of a person to accept delivery of the shipment; acts of God; acts of public authorities acting with actual or apparent authority; acts or omissions of customs or similar authorities; insufficient information provided by a customer; the application of security regulations imposed by the government, or otherwise applicable to the delivery location; riots; strikes or other labor disputes; civil commotions; disruptions of any kind in air or ground transportation networks, such as weather phenomena; and natural disasters.</p>
510	<p style="text-align: center;"><u>FILING OF CLAIMS</u></p> <p>All claims for loss or damage to property transported or accepted for transportation must: (1) be in writing and must include reference to the source document or pickup record number and date of shipment or copies of other documents sufficient to identify the shipment involved, and the insured value; (2) assert the liability of UPS, and/or any applicable insurance company, for alleged loss or damage; (3) make claim for payment of a specified or determinable amount of money; and (4) be accompanied by a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the actual cost or replacement cost of the property, or extent of the damage to the property.</p> <p>No claims will be voluntarily paid unless filed in writing by or on behalf of the shipper in accordance with these provisions. Where the shipper purchased excess value insurance by inserting an amount greater than \$100 in the insured value field of the UPS automated shipping system or source document used by the shipper, and where the shipper has paid the charge for such insurance, the insured value claim will be adjusted on behalf of the insurance company.</p>
515	<p style="text-align: center;"><u>ACKNOWLEDGMENT OF CLAIMS</u></p> <p>After receiving a proper written claim in the manner and form and with the supporting documents described in Items 510 and 525, UPS or its designee will acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of receipt, unless such claim has already been paid or denied in writing. UPS will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and</p>

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515 CONT	correspondence with respect to the claim including the written acknowledgment of receipt and, if in its possession, the source document and delivery receipts, if any, covering the shipment involved. At the time such claim is received, UPS will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear on the written acknowledgment of receipt sent to the claimant.
520	<p style="text-align: center;"><u>TIME LIMIT FOR FILING CLAIMS</u></p> <p>As a condition precedent to recovery, all claims for loss or damage to property must be filed in writing with UPS within nine months after delivery of the property or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted within two years after denial of any portion of the claim. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid.</p> <p>A request for proof of delivery does not constitute the filing of a claim. Claimants may not deduct the amounts of pending claims from any charges owed to UPS, and the shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to UPS.</p> <p>Each dispute with UPS will be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other UPS shippers. UPS shippers agree not to sue UPS as class plaintiffs or class representatives, join a class as members, or participate as adverse parties in any way in a class action lawsuit against UPS with respect to any dispute or claim relating to the UPS shipping contract (including the UPS source document, the UPS Tariff, and the UPS Rate and Service Guide) or the service provided by UPS. However, nothing in this paragraph limits a shipper's rights to bring a lawsuit as an individual plaintiff.</p>
525	<p style="text-align: center;"><u>INVESTIGATION OF CLAIMS</u></p> <p>(1) Prompt Investigation. Each claim filed in the manner prescribed herein will be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.</p> <p>(2) Supporting Documents. A necessary part of an investigation requires that each claim be supported by the following: the original bill of lading, receipt, or source document; evidence of payment of the shipping and any excess value insurance charges; and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and cost thereof involved in the claim, or certification of prices or costs, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or receipt or where an invoice does not show price or cost, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, UPS will, before paying a claim thereon, require the claimant to establish the value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.</p> <p>(3) Original Packaging Materials. In the event that a claim is made for damage to a package, the original packaging materials must be made available to UPS or its designee for inspection.</p> <p>(4) Verification of Loss. When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, UPS will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from UPS or from any other source.</p>
530	<p style="text-align: center;"><u>DISPOSITION OF CLAIMS</u></p> <p>UPS or its designee, after receiving a written claim for property transported, will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after UPS receives the claim; provided, however, that if the claim cannot be processed and disposed of within 120 days after receipt, UPS or its designee will at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and shall retain a copy of such notice to the claimant in its claim file.</p>
535	<p style="text-align: center;"><u>LIMITATIONS OF LIABILITY</u></p> <p>Whenever property is damaged or lost by UPS in the course of transportation, and a valid claim has been filed in accordance with Items 510, 520, and 525, UPS will pay, at its option, the lowest of the following, not to exceed \$100: (1) for the damaged or lost goods; (2) for the actual cost or replacement cost of the property; or (3) for the cost of repairing the damaged property. When UPS pays the actual cost of the property, title to the property shall thereupon pass to UPS; otherwise, the damaged property shall be returned to the shipper.</p>

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535 CONT	<p>UPS will not be liable or responsible for the loss of or damage to any package, the contents of which shippers are prohibited from shipping, which UPS is not authorized to accept, which UPS states that it will not accept, or which UPS has a right to refuse. UPS will not voluntarily pay a claim for loss or damage to property unless all applicable transportation charges have been paid. UPS shall not be liable for, and reserves the right in its sole discretion to deny claims pertaining to a package for which there are no UPS records reflecting that the package was tendered to UPS by the shipper.</p> <p>UPS will not be liable or responsible for the loss of or damage to (1) articles of unusual value (as defined in Item 460), (2) any package resulting from insects, moths, vermin, inherent vice (including, but not limited to, improper, inadequate, or unsafe packaging or wrapping that fails to meet UPS's published standards related thereto set forth in this Tariff or elsewhere), deterioration, dampness of atmosphere, extreme of temperature, ordinary wear and tear, or that which occurred or arose prior to or after the course of transportation by UPS, (3) perishable commodities or commodities requiring protection from heat or cold, to the extent the loss or damage results from exposure to heat or cold or the perishable nature of the items, (4) packages lost or damaged due to war risks, (5) packages lost or damaged due to nuclear damage, (6) packages with a value in excess of \$5000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only, (7) packages having a value of more than \$500 if shipped via a UPS Drop Box, (8) Prepaid Letters having a value of more than \$100, (9) packages shipped internationally containing jewelry (not including costume jewelry) with a value in excess of \$500, or (10) packages having a value of more than \$1,000 returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services.</p> <p>UPS's liability for a package containing a check or checks is limited to the cost of stopping payment on and reissuing the check(s), not to exceed \$100 per package. In no event shall UPS be liable for the face value of the check(s). UPS's liability for a package containing a phone card, gift certificate, or gift card is limited to the cost (which shall not include any amount of the value attached to the card or certificate) of replacing the physical card(s) or certificate(s), not to exceed \$100 per package. In no event shall UPS be liable for the face value of any phone card, gift certificate, or gift card.</p> <p>UPS does not provide a protective service for the transportation of perishable commodities or commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for damage caused by exposure to heat or cold. Shippers shall not file claims for, and UPS shall not be liable for, damage to perishable commodities caused by exposure to heat or cold, regardless of whether the package is timely delivered pursuant to an applicable UPS Service Guarantee.</p> <p>In the event that UPS fails to attempt delivery in accordance with the terms of the UPS Service Guarantee, set forth in full in the Terms and Conditions of Service in the UPS Service Guide and at <a href="http://www.ups.com">www.ups.com</a>, UPS, at its option, will either credit or refund the shipping charges for each such package to the payer only, upon request, provided that the conditions set forth in the UPS Service Guarantee are met. This is the sole remedy available under the UPS Service Guarantee.</p> <p>Acceptance for carriage of any package bearing a declared value in excess of the allowed maximums specified in the applicable UPS Tariff or Service Guide, or any package containing articles that shippers are prohibited from shipping or that UPS does not or is not authorized to accept for transportation, does not constitute a waiver of any provision of the Tariff or Service Guide limiting UPS's liability or responsibility for any such package.</p> <p>Under no circumstances shall UPS be liable for any special, incidental, or consequential damages arising from the transportation of property, including but not limited to, loss, misdelivery of, or damage to property, delayed delivery, or failure to attempt delivery in accordance with the UPS Service Guarantee. Under no circumstances shall UPS be liable for any damages whatsoever for delayed delivery, except as specifically provided for shipments made under the UPS Service Guarantee.</p>
537	<p style="text-align: center;"><u>EXCESS VALUE INSURANCE</u></p> <p>UPS's maximum liability per package shipped domestically, or international shipment, shall not exceed \$100 regardless of the amount of Excess Value Insurance purchased by the shipper. If protection in excess of \$100 is desired, the shipper may purchase insurance from an independent insurer by showing a value in excess of \$100 in the insured value field of the UPS shipping system used by the shipper. The insurance company's premium charge for such excess value insurance is available at each local UPS office. An insurance premium will be assessed for each additional \$100 or fraction thereof of insured value specified in the UPS shipping system used in excess of \$100 up to the Limits of Insurance, and the shipper will be</p>

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537 CONT	<p>automatically covered as an additional insured under a shipper's interest insurance policy, provided the shipper pays the additional charge. Insurance is not provided for Prepaid Letters.</p> <p>The excess value insurance policy covers a shipper for loss or damage to property tendered in accordance with the terms and conditions of this Tariff and the applicable UPS Service Guides from all risks of physical loss or damage from any cause, excepting only the exclusions specified below, from the time of tender to UPS and continuously thereafter during the course of transportation by UPS between locations which UPS serves. UPS's acceptance for carriage of a package or letter for shipment bearing an insured value in excess of the applicable maximum insured value, or of any package or letter that UPS does not accept for transportation or which shippers are prohibited from shipping, does not constitute a waiver of the terms of the excess value insurance policy and no protection will be provided under the excess value insurance policy for any such packages or letters. The excess value insurance does not provide any insurance protection for packages or letters having an actual value of more than \$50,000 even if a lesser amount is specified in the insured value field in the UPS shipping system used.</p> <p>The excess value insurance policy does not cover or excludes coverage for: articles of unusual value (as defined in Item 460); Prepaid Letters; checks, phone cards, gift certificates, or gift cards; perishable commodities or commodities requiring protection from heat or cold, to the extent the loss or damage results from exposure to heat or cold or the perishable nature of the items; loss or damage due to war risks (as set forth in the war risk exclusion clause in the excess value insurance policy), nuclear damage, insects, moths, vermin, inherent vice (including, but not limited to, improper, inadequate, or unsafe packaging or wrapping that fails to meet UPS's published standards related thereto set forth in this Tariff or elsewhere), deterioration, dampness of atmosphere, extreme of temperature, ordinary wear and tear, or that which occurred or arose prior to or after the course of transportation by UPS; loss of or damage to any article which shippers are prohibited from shipping, which UPS is not authorized to accept, which UPS states that it will not accept, or which UPS has a right to refuse; and special, incidental, or consequential damages. Additionally, the insurance policy excludes and does not provide coverage for any damages related to providing, or the failure to provide, C.O.D. service, including but not limited to: failure to collect the C.O.D. amount; failure to collect the specified form of payment; collection of an instrument in the wrong amount; failure or delay in delivering the collected instrument to the shipper; or collection of forged, insufficient funds, or otherwise invalid instruments.</p> <p>The excess value insurance policy provides that the insurer's maximum liability is the lowest of: (1) the insured value indicated in the UPS shipping system used minus \$100; (2) the lesser of the actual cost or the replacement cost of the property insured at the time and place of loss or damage minus \$100; (3) the cost of repair of damaged property minus \$100; (4) \$50,000 per package minus \$100, except for (i) packages shipped via a UPS Drop Box, in which case the maximum liability is \$500 per package minus \$100, (ii) packages shipped as the result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only, in which case the maximum liability is \$5000 minus \$100, and (iii) packages returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services, in which case the maximum liability is \$1,000 minus \$100; or (5) \$500 for international jewelry (not including costume jewelry) shipments minus \$100. For more information on the terms and conditions of this insurance, call UPS Capital Insurance Agency, Inc., at 1-877-242-7930 to obtain an Excess Value Insurance brochure or a copy of the insurance policy currently in effect, or write to UPS Capital Insurance Agency, Inc., 35 Glenlake Parkway, N.E., Atlanta, Georgia 30328. UPS's maximum liability per package shipped domestically, or international shipment, shall not exceed \$100, regardless of the purchase of insurance for protection in excess of \$100.</p>
540	<p style="text-align: center;"><u>METHOD OF DETERMINING TRANSPORTATION RATES AND INSURANCE CHARGES</u></p> <p>To determine rates pursuant to this Tariff:</p> <ol style="list-style-type: none"> <li>(1) Refer to the UPS Zone Chart applicable to the package in effect at the time of shipping to determine the appropriate zone for use in determining the poundage rate.</li> <li>(2) Refer to the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping, and excess value insurance charges applicable to the package in effect at the time of shipping, which are available at <a href="http://www.ups.com">www.ups.com</a> and upon request at the local UPS office.</li> <li>(3) Refer to the effective UPS Rates applicable to the shipper and package and in effect at the time of shipping, for additional charges and rates charged by reason of nonstandard service and/or additional or nonstandard usage.</li> </ol>

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540 CONT	<p>(4) Refer to any applicable customized contract.</p> <p>Released value of package:</p> <p>The effective UPS Rates and any excess value insurance charges are applicable only when the value of the property inserted in the insured value field of the UPS shipping system used by the shipper, or agreed upon in writing, as the released value thereof is as follows:</p> <p>a. For a value not exceeding \$100 per package:</p> <p>Apply the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping, which are available at <a href="http://www.ups.com">www.ups.com</a> and at local UPS offices upon request;</p> <p>b. For an insured value exceeding \$100 per package:</p> <p>Apply the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping, plus the insurance company's excess value insurance charge, the amount of which is available at local UPS offices upon request, for each \$100 or fraction thereof of insured value in excess of the initial \$100.</p>
560	<p style="text-align: center;"><u>OPTIONS FOR PAYMENT OF TRANSPORTATION CHARGES</u></p> <p>In its sole discretion, UPS may provide alternative payment terms to certain of its shippers. UPS, in its sole discretion, shall decide which, if any, of the alternative payment plans described below will be made available to the shipper. A shipper that is not enrolled in any of the payment plans described below shall pay all Charges in advance of shipment as required by UPS.</p> <p>If, for any reason, a negotiable instrument submitted to UPS as payment for Charges is returned to UPS unpaid, or an electronic request for payment is dishonored, UPS may charge the shipper a dishonored payment fee of twenty dollars (U.S. \$20.00) or the maximum amount permitted by applicable law, whichever is less, per incident, in addition to any late payment fees assessed by UPS and any collection costs which may be incurred by UPS in the final collection of funds owed to UPS by the shipper.</p> <p>As an accommodation to the shipper, and in UPS's sole discretion, UPS may render invoices or copies of invoices to a third party at the request of the shipper. The shipper remains responsible for the timely payment in full of all funds owed to UPS by the shipper. By requesting UPS to render invoices or copies of invoices to a third party, the shipper is deemed to authorize the third party to act on behalf of the shipper, and UPS may rely thereon in all respects.</p> <p>Where UPS elects to make an alternative payment plan available to the shipper, UPS may render an invoice to the shipper on a weekly (i.e., seven days) or a monthly (i.e., four or five calendar weeks) basis. A weekly invoice will include the Charges incurred in the previous week. A monthly invoice will include the Charges incurred for the four or five week period for which the invoice is issued. A weekly service charge will be added to each weekly or monthly invoice if the shipper has requested UPS's automatic daily pickup call service. Except as otherwise expressly provided below, UPS's payment terms require payment of all Charges within seven (7) days after receipt of the UPS invoice. In its sole discretion, UPS may offer one or more of the following alternative payment plans for the payment of Charges:</p> <p>(1). Electronic Funds Transfer Plan (Debit EFT)</p> <p>By written agreement with UPS, the shipper will provide UPS with shipper's bank account number and bank account routing number to enable UPS to electronically request payment, for all Charges incurred by the shipper, directly from the shipper's bank, on a weekly or monthly basis. The shipper's bank will remit the amount requested to UPS and deduct that amount from the shipper's bank account. Payments to UPS will be shown on the shipper's bank statements. Shipper is responsible for payment of any fees imposed by the shipper's bank. Additionally, the shipper will receive a weekly or monthly invoice, as applicable, from UPS listing the services provided for the applicable billing period. If, for</p>

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560 CONT	<p>any reason, an electronic request for payment is dishonored, the shipper is responsible for making a timely payment directly to UPS. Past due balances will be subject to any collection costs which may be incurred by UPS in the final collection of funds owed to UPS by the shipper. No late payment fee shall be assessed with respect to the Electronic Funds Transfer Plan.</p> <p>(2). Monthly Prepayment Plan</p> <p>By written agreement with UPS, the shipper will make a prepayment with UPS in an amount equal to four weeks' anticipated Charges as estimated by UPS. Upon notice to the shipper, the required prepayment amount may be changed by UPS at any time to reflect a revised estimate of four weeks' Charges. All prepayments amounts will remain on account with UPS. No interest will be paid or accrued on the prepayment amounts.</p> <p>The Charges incurred for the applicable month will be totaled and billed to the shipper on a monthly basis. Payment is due within seven (7) days after receipt of the UPS invoice. . Past due balances will be subject to a late payment fee as described below in addition to any collection costs which may be incurred by UPS in the final collection of funds owed to UPS by the shipper.</p> <p>(3). Weekly Prepayment Plan</p> <p>By written agreement with UPS, the shipper will make a prepayment with UPS in an amount equal to four weeks' anticipated Charges as estimated by UPS. Upon notice to the shipper, the required prepayment amount may be changed by UPS at any time to reflect a revised estimate of four weeks' Charges. All prepayment amounts will remain on account with UPS. No interest will be paid or accrued on the prepayment amounts.</p> <p>Shipper will receive invoices on a weekly basis. Each invoice will list the previous week's Charges incurred. Payment for all accumulated Charges will be due within seven (7) days following the shipper's receipt of every fourth invoice; however, if prior to receiving the fourth invoice the shipper's accumulated Charges should equal or exceed the prepayment amounts on account with UPS, then the accumulated Charges will be due within seven (7) days following the shipper's receipt of the invoice requiring such payment. Past due balances will be subject to a late payment fee as described below in addition to any collection costs which may be incurred by UPS in the final collection of funds owed to UPS by the shipper .</p> <p>(4). Special Payment Plan</p> <p>By written agreement with UPS, the shipper may elect to prepay an amount equal to the anticipated Charges for a period of between ten to twenty-six weeks, as estimated by UPS. The Charges actually incurred by the shipper will be deducted by UPS on a weekly basis from the prepayment amounts on account with UPS. Weekly invoices marked as paid will be forwarded to the shipper reflecting the balance of the prepayment amount on account with UPS. When the prepayment amount on account with UPS reaches the minimum balance specified in the written agreement, the shipper is required to make another prepayment for an additional period pursuant to the same agreement, or, if the shipper does not do so, the shipper must make another payment arrangement with UPS. All prepayment amounts will remain on account with UPS. No interest will be paid or accrued on the prepayment amounts. If the Charges incurred by the shipper exceed the remaining balance of the prepayment amounts on account with UPS, the excess Charges will be due within seven (7) days following the shipper's receipt of the invoice requiring such payment. Past due balances will be subject to a late payment fee as described below in addition to any collection costs which may be incurred by UPS in the final collection of funds owed to UPS by the shipper.</p> <p>(5). Credit Extension Plan</p> <p>By written agreement with UPS, the shipper may elect to pay an annual credit extension fee and thereafter receive invoices for Charges incurred by the shipper on a monthly basis with no prepayment requirement. The invoices will be payable within seven (7) days following receipt by the shipper. The credit extension fee is based upon the shipper's total annual Charges, as estimated by UPS, and is subject to change annually by UPS in its sole discretion. In order to be eligible for the Credit Extension Plan, the shipper must use UPS's transportation services and the Credit Extension Plan solely for business, commercial, or agricultural purposes. A shipper is not eligible for the Credit Extension Plan if the shipper uses UPS's transportation services and the Credit Extension Plan for any</p>

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560 CONT	<p>personal, family, or household purposes. By using the Credit Extension Plan (if made available to the shipper), the shipper represents, warrants, certifies, and agrees that it will use UPS's transportation services and the Credit Extension Plan solely for business, commercial or agricultural purposes and not for any personal, family, or household purposes. Past due balances will be subject to a late payment fee as described below in addition to any collection costs which may be incurred by UPS in the final collection of funds owed to UPS by the shipper.</p> <p>(6). Weekly Payment Plan</p> <p>Each week the shipper will receive an invoice for the previous week's Charges. The invoice is due within seven (7) days of receipt. No prepayment is required under this plan.</p> <p>Past due balances will be subject to a late payment fee as described below in addition to any collection costs which may be incurred by UPS in the final collection of funds owed to UPS by the shipper.</p> <p>Shipper acknowledges and agrees that there may be a delay of two or more days between the date that payments are received by UPS and the date that the payments are posted and credited to the shipper's account with UPS. If a UPS remittance advice is attached to the shipper's payment, the payment will be credited accordingly. If no remittance advice is attached to the shipper's payment, the payment will be credited to the oldest outstanding invoice.</p> <p>For the Monthly Prepayment Plan, the Weekly Prepayment Plan, the Special Payment Plan, the Credit Extension Plan, and the Weekly Payment Plan, a late payment fee will be assessed if the shipper's payment is not received by UPS within fourteen (14) days of the invoice due date. Except as otherwise stated below, the late payment fee will equal five percent (5%) of the total past due balance of the shipper's invoice (including, without limitation, any previously assessed but unpaid late payment fees) that is fourteen (14) days past due or the maximum amount permitted by applicable law, whichever is less.</p> <p>In determining the late payment fee for the Monthly Prepayment Plan and the Weekly Prepayment Plan, UPS will apply the prepayment amounts on account with UPS to reduce the calculated base amount on which the late payment fee is assessed; provided, that UPS will so apply the prepayment amounts to the oldest outstanding invoice first, and to each subsequent invoice thereafter, until the prepayment amounts have been fully so applied. If an invoice 14 days past due is fully so covered by the prepayment amount, no late payment fee will apply. If an invoice 14 days past due is partially so covered by the prepayment amount, the late payment fee will apply to the portion not so covered by the prepayment amount.</p> <p>For the Special Payment Plan, a late payment fee will not be assessed if there has been a positive balance in the shipper's prepayment account with UPS at any time during the 27-day period immediately preceding the transmittal of the current invoice to the shipper. The late payment fee for the Special Payment Plan will be assessed on the "charges this period" of the shipper's invoice (including, without limitation, any previously assessed but unpaid late payment fees) that is fourteen (14) days past due.</p> <p>A late payment fee will be assessed only once on each invoice that is fourteen (14) days past due. Each late payment fee will be due and payable within seven (7) days following the shipper's receipt of the invoice that first reflects the assessment of the late payment fee. The late payment fee is in addition to any collection costs that may be incurred by UPS in the final collection of funds owed to UPS by the shipper. Neither the assessment nor the payment of a late payment fee will (a) affect the shipper's responsibility to pay all funds owing to UPS, or (b) in any manner preclude UPS from exercising any of its rights or remedies hereunder or under applicable law.</p>
570	<p style="text-align: center;"><u>ONE-TIME PICKUP SERVICE</u></p> <p>When One-Time Pickup Service is requested and furnished, the applicable rate charged, based upon the level of service selected, will be assessed in accordance with the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping. An additional charge for One-Time Pickup, or such other applicable rates for nonstandard or customized service as from time to time may be charged by UPS, will also be assessed.</p>

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY
572	<p style="text-align: center;"><u>ON-CALL PICKUP SERVICE</u></p> <p>When On-Call Pickup Service is requested by the shipper, UPS will arrange (where reasonably practicable) a package pickup at the shipper's location. The effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping will apply. An additional charge for On-Call Pickup Service will also be assessed.</p>
575	<p style="text-align: center;"><u>WEEKLY SERVICE CHARGE FOR DAILY PICKUP SERVICE</u></p> <p>When Daily Pickup Service is requested and furnished, an additional weekly service charge will be assessed and shall apply in addition to the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping. UPS will call upon each UPS daily pickup service shipping account once each business day to pick up packages for delivery to all points served without special pickup request and whether or not any packages are available for delivery.</p> <p>The weekly service charge is based on a daily pickup account's weekly billing total, as reflected in the UPS billing system. The weekly billing total may not necessarily reflect all packages tendered during a calendar week.</p> <p>If a service charge is required to be paid and is paid by the shipper pursuant to provisions of any other tariff or description of Rates, Classifications, Rules and Practices published by UPS, for pickup service at the same location, no separate or additional service charge shall be required to be paid hereunder.</p>
580	<p style="text-align: center;"><u>HAZARDOUS MATERIALS SERVICE</u></p> <p>Hazardous Materials, defined as those materials regulated under Title 49 of the Code of Federal Regulations (49 C.F.R.), excluding ORM-D ground shipments, are accepted for transportation only via Daily Pickup Service, and only as a contract service under the provisions set forth in the UPS standard form Agreement for Transportation of Hazardous Materials (Agreement). To receive Hazardous Materials Service, a shipper must either sign an Agreement or incorporate the provisions of the Agreement into the shipper's existing customized contract for shipping service with UPS.</p> <p>UPS transports Hazardous Materials only within and among the 50 United States and Puerto Rico.</p> <p>An additional charge will be assessed for each hazardous materials package shipped under the Agreement. The effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping will apply.</p> <p>In addition to meeting all of the requirements for proper packaging, marking and labeling as set forth in 49 C.F.R., the shipper is required to follow the terms set forth in the Agreement.</p> <p>UPS reserves the right to charge, and the shipper agrees to pay, for all costs resulting from improperly packed hazardous materials, or the cost of disposal if the shipper refuses to accept a returned item. The shipper agrees to indemnify, defend, and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought by a governmental agency or any other person or entity arising from or relating to the transportation of a Hazardous Materials package, from the shipper's breach of the Agreement, or from the shipper's non-compliance with governmental laws or regulations applicable to the transportation of Hazardous Materials. Under no circumstances shall UPS be liable for special, incidental, or consequential damages arising from the transportation of a Hazardous Materials shipment.</p> <p>UPS reserves the right to discontinue service to any shipper for, among other reasons, tendering an undeclared Hazardous Materials package (including ORM-D shipments that are tendered without the proper shipping documentation) to UPS. If a shipper tenders an undeclared Hazardous Materials package to UPS, UPS shall not be liable for the package in the event of loss, damage, delay, or misdelivery, nor shall UPS be liable for any special, incidental, or consequential damages.</p> <p>Additional terms and conditions regarding the shipment of hazardous materials are set forth in the <i>UPS Guide for Shipping Ground and Air Hazardous Materials</i>, which is available at <a href="http://www.ups.com">www.ups.com</a>.</p>

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590	<p style="text-align: center;"><u>HAZARDOUS WASTE AND MERCURY-CONTAINING WASTE</u></p> <p>No service shall be rendered in the transportation of hazardous waste. Hazardous waste is a solid waste that meets any of the criteria of hazardous waste as described in Section 261.3 of Title 40 of the Code of Federal Regulations.</p> <p>UPS does not accept for transportation any mercury-containing waste material or used mercury-containing device that is being sent for recycling or disposal. This restriction includes, but is not limited to, spent or broken fluorescent lamps, thermostats, thermometers, or any other used mercury-containing device, including medical devices.</p>
600	<p style="text-align: center;"><u>DELIVERY CONFIRMATION SERVICE</u></p> <p>At the time a shipper tenders a domestic package to UPS, the shipper may request Delivery Confirmation Service by indicating Delivery Confirmation on a UPS source document (excluding Air Shipping Documents) or in a UPS automated shipping system. Each Delivery Confirmation response will include the date of delivery and either the name of the recipient or the disposition of the package; however, in the event of a return, the response will indicate the reason for the return and the date processed. An additional charge will be assessed for each such response. All responses will be consolidated and provided to the shipper in printed or electronic format.</p> <p>A shipper may request UPS to obtain the recipient's signature and to include it on the Delivery Confirmation response at an additional charge.</p> <p>A shipper may request UPS to obtain the signature of an adult 21 years of age or older and to include it in the Delivery Confirmation response. An additional charge will be assessed for each such response. UPS, in its sole discretion, will determine if delivery can be completed when such a request is made, and may request photo identification indicating the recipient's age before completing delivery. The shipper must use a UPS automated shipping system to initiate a request for this service.</p> <p>A shipper may elect to direct the response to an address other than the return address specified on the shipping label. In such a case, the response will be mailed individually and an additional charge will be assessed.</p>
601	<p style="text-align: center;"><u>PROOF OF DELIVERY (P.O.D.)</u></p> <p>Upon request, UPS will provide proof of delivery via facsimile or mail transmission. The request must include a facsimile number, including area code, for an operating facsimile machine, or an address deliverable by the United States Postal Service for mail. UPS reserves the right to assess the shipper an additional charge for each successfully transmitted or mailed P.O.D.</p>
605	<p style="text-align: center;"><u>ADDITIONAL HANDLING CHARGES</u></p> <p>An additional handling charge in the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping will be assessed for the transportation of the following: any article that is encased in an outside shipping container made of metal or wood; any cylindrical item, such as a barrel drum, pail, or tire, that is not fully encased in a corrugated cardboard shipping container; and any package with the longest side exceeding 60 inches or its second-longest side exceeding 30 inches. UPS reserves the right to assess the additional handling charge for any package that, in UPS's sole discretion, requires special handling.</p>
606	<p style="text-align: center;"><u>FUEL SURCHARGE</u></p> <p>UPS reserves the right to assess a fuel surcharge on all packages without prior notice. This surcharge is subject to adjustment monthly, and will be based on the National U.S. Average On-Highway Diesel Fuel Prices reported by the U.S. Department of Energy for the month that is two months prior to the adjustment. This surcharge applies to domestic and international transportation charges, including the transportation-related accessororial charges for Saturday Pickup, Saturday Delivery, One-Time Pickup, and Extended Area/Remote Delivery charges. This surcharge will be applied for such periods as UPS, in its sole discretion, may determine necessary. For details regarding the fuel surcharge and to find out the fuel surcharge currently in effect, go to <a href="http://www.ups.com">www.ups.com</a>.</p>

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY
1000	<p style="text-align: center;"><u>DELIVERY SERVICE FOR SHIPPERS RECEIVING DAILY PICKUP SERVICE</u></p> <p>Shippers who elect Daily Pickup Service, pursuant to the terms of Item 575 published herein, may ship general commodities except articles of unusual value (as defined in Item 460), Classes A and B explosives, household goods as defined in 49 U.S.C. § 13102(10), commodities in bulk, commodities requiring special equipment, and those commodities injurious or contaminating to other lading. The rate for delivery of packages between points and places in the United States to a commercial location (a place of business or employment, not including a business operated out of a home that does not have an entrance open to the public) or to a residential location (a location that is a home, including a business operating out of a home that does not have an entrance open to the public) shall be the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping.</p> <p>If the delivery location could be construed as either residential or commercial, then the rates for residential delivery service will be applied.</p> <p>For rates applicable to Daily Pickup Service, see Item 575.</p> <p>Note 1 – UPS will profile the shipper’s traffic at a single location and/or at multiple locations when required and, based on that profile, will assign the shipper’s traffic to a customer group for the receipt of applicable package information, problem resolution, solution support, and communication services.</p> <p>Note 2 –UPS does not accept for transportation, and shippers are prohibited from shipping: articles of unusual value (as defined in Item 460); packages with a value of more than \$5000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only; in the case of a shipper’s request for service made via a UPS Drop Box, packages with a value of more than \$500; Prepaid Letters having a value of more than \$100; packages shipped internationally containing jewelry (not including costume jewelry) having a value of more than \$500; and packages having a value of more than \$1,000 returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services.</p> <p>Note 3 - In the event a shipper selects the “Bill Consignee” or “Bill Third Party” option and omits the account number or supplies an invalid account number, then in addition to being liable for the transportation and other charges, an additional charge shall be assessed. An account number is deemed invalid if it is not the correct account number for the bill-to party, or if it is the account number for a consignee or third party who fails to pay the shipping charges.</p>
1010	<p style="text-align: center;"><u>UPS GROUND SERVICE GUARANTEE</u></p> <p>UPS guarantees on-schedule delivery of UPS Ground Service and UPS Hundredweight Service® Ground packages, where such services are available, to every address in the 48 contiguous United States. The guarantee is provided according to the terms of the applicable UPS Service Guarantee in the effective UPS Terms and Conditions of Service.</p> <p>Note 1 - If the delivery location could be construed as either residential (a location that is a home, including a business operating out of a home that does not have an entrance open to the public) or commercial (a place of business or employment, not including a business operated out of a home that does not have an entrance open to the public), then the rates for residential delivery service will be applied.</p> <p>Note 2 – The guarantee does not apply to shipments which are delayed due to causes beyond UPS’s control including, but not limited to, the following: the unavailability or refusal of a person to accept delivery of the shipment; acts of God; acts of public authorities acting with actual or apparent authority; acts or omissions of customs or similar authorities; insufficient information provided by a customer; the application of security regulations imposed by the government, or otherwise applicable to the delivery location; riots; strikes or other labor disputes; civil commotions; disruptions of any kind in air or ground transportation networks, such as weather phenomena; and natural disasters.</p> <p>Note 3 – The guarantee does not apply to shipments that are picked up or scheduled to be delivered between December 12<sup>th</sup> and December 25<sup>th</sup>.</p> <p>Note 4 – The sole remedy provided under the UPS Ground Service Guarantee is the credit or refund of transportation charges, which will only be remitted to the payer. Under no circumstances shall UPS be liable for any special, incidental, or consequential damages for failure to attempt delivery in accordance with the UPS Ground Service Guarantee.</p>

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY
1020	<p style="text-align: center;"><u>UPS 3 DAY SELECT SERVICE</u></p> <p>UPS 3 Day Select Service is available for the shipment of general commodities, except articles of unusual value (as defined in Item 460), Classes A and B explosives, household goods as defined in 49 U.S.C. § 13102(10), commodities in bulk, commodities requiring special equipment, and those commodities injurious or contaminating to other lading, between points and places in the 48 contiguous United States. UPS 3 Day Select Service is available to the shipper by attaching a special label, approved by UPS, at the time the package is tendered to UPS, in accordance with the effective UPS Terms and Conditions of Service. UPS guarantees delivery of UPS 3 Day Select packages subject to the terms of the applicable UPS Service Guarantee in the effective UPS Terms and Conditions of Service.</p> <p>The rate for delivery of UPS 3 Day Select Service packages to a residential location (a location that is a home, including a business operating out of a home that does not have an entrance open to the public) or to a commercial location (a place of business or employment, not including a business operated out of a home that does not have an entrance open to the public) shall be the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping.</p> <p>Note 1 – A service charge for pickup service may apply. For rates applicable to pickup service, see Items 570 and 575.</p> <p>Note 2 – Transportation charges for a package measuring over one cubic foot (1,728 cubic inches) will be based on the dimensional weight of the package when the dimensional weight exceeds the actual weight. Dimensional weight is determined as follows:</p> <p>Step 1 – Calculate cubic size: Multiply the package length by the width by the height (round each number to the nearest whole inch) (LxWxH). The result is the cubic size of the package.</p> <p>Step 2 – Determine dimensional weight: Divide the cubic size of the package by 194 to determine the dimensional weight (in pounds). Increase fractions of a pound to the next full pound.</p> $\frac{L \times W \times H}{194} = \text{Dimensional Weight}$ <p>Note 3 – Hazardous materials are accepted for transportation via UPS 3 Day Select Service only in passenger aircraft quantities prepared according to the requirements set forth in Title 49 of the Code of Federal Regulations and the <i>UPS Guide for Shipping Ground and Air Hazardous Materials</i>, and only for customers who have completed a UPS standard form Agreement for Transportation of Hazardous Materials or have the provisions of that Agreement incorporated into their existing customized contract for shipping service with UPS. Hazardous materials and all "Other Regulated Materials" (ORM) are prohibited from being shipped via UPS 3 Day Select Hundredweight Service.</p> <p>Note 4 – UPS does not accept for transportation, and shippers are prohibited from shipping: articles of unusual value (as defined in Item 460); packages with a value of more than \$5000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only; in the case of a shipper's request for service made via a UPS Drop Box, packages with a value of more than \$500; Prepaid Letters having a value of more than \$100; packages shipped internationally containing jewelry (not including costume jewelry) having a value of more than \$500; and packages having a value of more than \$1,000 returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services.</p> <p>Note 5 – UPS Hundredweight Service is available for 3 Day Select Service provided the total shipment weight is 200 pounds or more. All other terms and conditions of UPS Hundredweight Service contained in the applicable UPS Service Guides and the effective UPS Rates will apply.</p>
1030	<p style="text-align: center;"><u>RATES FOR OVERSIZE AND OVERWEIGHT PACKAGES</u></p> <p>Oversize 1: If a package exceeds 84 inches in length and girth combined and is less than or equal to 108 inches in length and girth combined and weighs less than 30 pounds, the package will be considered "Oversize 1" (OS1). Each OS1 package will be treated as a 30-pound package when calculating the billable weight.</p> <p>Oversize 2: If a package exceeds 108 inches in length and girth combined and weighs less than 70 pounds, the package will be considered "Oversize 2" (OS2). Each OS2 package will be treated as a 70-pound package when calculating the billable weight.</p>

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1030 CONT	<p>Packages tendered weighing more than 150 pounds will be delivered at the option of UPS, and each shall be subject to the 150 pound rate for the applicable zone plus an Over Maximum Limits charge of \$50.00.</p> <p>Packages tendered exceeding 130 inches in length and girth combined (as measured to determine their billable weight) or exceeding 108 inches in length will be delivered at the option of UPS and shall be subject to the rate for a package weighing 70 pounds for the applicable zone, or the rate for the actual weight of the package and applicable zone, whichever is greater, plus an Over Maximum Limits charge of \$50.00.</p>
1060	<p style="text-align: center;"><u>EXPEDITED SERVICE</u></p> <p>Expedited Service may be selected by a shipper for general commodities, except articles of unusual value (as defined in Item 460), Classes A &amp; B explosives, household goods as defined in 49 U.S.C. § 13102(10), commodities in bulk, commodities requiring special equipment, and those commodities injurious or contaminating to other lading. This service is available between points and places in the United States. Expedited Service may be selected by tendering a package to UPS and attaching a special label, approved by UPS, requesting expedited UPS Next Day or 2nd Day delivery service.</p> <p>When such service is requested, the rates for delivery of UPS Next Day or UPS 2nd Day Letters, Paks or packages, with a value not exceeding \$100 per package, shall be the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping.</p> <p>Note 1 – Alternatively, the shipper may attach a special label, approved by UPS, to the package requesting UPS Next Day Saver delivery service. The UPS Next Day Saver delivery service will be provided by UPS subject to the terms and conditions published in the applicable UPS Service Guides. The effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping will apply.</p> <p>Note 2 –The shipper may pay an additional charge and attach a special label, approved by UPS, to the package requesting UPS Next Day Early A.M. delivery service. The UPS Next Day Early A.M. delivery service will be provided by UPS, subject to the terms and conditions published in the applicable UPS Service Guides, and subject to the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping. The shipper may request optional verbal confirmation of delivery service by indicating Verbal Confirmation of Delivery on the UPS Next Day Early A.M. source document or in the UPS automated shipping system. When this service is selected, UPS will call the shipper to confirm delivery on the day of delivery. The Verbal Confirmation of Delivery will be provided for an additional charge.</p> <p>Note 3- The shipper may also attach a special label, approved by UPS, to the package requesting UPS 2<sup>nd</sup> Day A.M. delivery service. The UPS 2<sup>nd</sup> Day A.M. delivery service will be provided by UPS, subject to the terms and conditions published in the applicable UPS Service Guides. The effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping will apply.</p> <p>Note 4 – There is no weight limit on UPS Next Day Letters containing letters, business correspondence, urgent documents, and electronic media. UPS Next Day Letters containing items other than those listed above are subject to the corresponding rates for the applicable weight of the Letter. The weight limit for a UPS 2<sup>nd</sup> Day A.M. or UPS 2<sup>nd</sup> Day Letter containing a letter is 14 oz. The weight limit for a Prepaid UPS 2<sup>nd</sup> Day A.M. Letter containing a letter is 15 oz., and the weight limit for a Prepaid UPS 2<sup>nd</sup> Day Letter containing a letter is 13 oz. The shipper agrees to comply with the requirements of the Private Express Statutes in its UPS Next Day Saver, UPS 2<sup>nd</sup> Day A.M., and UPS 2<sup>nd</sup> Day Letters. UPS 2<sup>nd</sup> Day Letters weighing one (1) pound or more are subject to the corresponding rate for the applicable weight of the Letter.</p> <p>Note 5 –A service charge for pickup service may apply. For rates applicable to pickup service, see Items 570, 572, and 575.</p> <p>Note 6 - UPS does not accept for transportation, and shippers are prohibited from shipping: articles of unusual value (as defined in Item 460); packages with a value of more than \$5000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only; in the case of a shipper's request for service made via a UPS Drop Box, packages with a value of more than \$500; Prepaid Letters having a value of more than \$100; packages shipped internationally containing jewelry (not including costume jewelry) having a value of more than \$500; and packages having a value of more than \$1,000 returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services.</p>

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY
1060 CONT	<p>Note 7 – An additional charge will be assessed on each UPS Next Day or UPS 2nd Day Letter, Pak or package picked up on Saturday for subsequent delivery.</p> <p>An additional charge will be assessed on regular Saturday Pickup accounts when a pickup stop is made and no packages are picked up.</p> <p>Note 8 – Transportation charges for a package measuring over one cubic foot (1,728 cubic inches) will be based on the dimensional weight of the package when the dimensional weight exceeds the actual weight.</p> <p>Dimensional weight is determined as follows:</p> <p>Step 1 – Calculate cubic size: Multiply the package length by the width by the height (round each number to the nearest whole inch) (LxWxH). The result is the cubic size of the package.</p> <p>Step 2 – Determine dimensional weight: Divide the cubic size of the package by 194 to determine the dimensional weight (in pounds). Increase fractions of a pound to the next full pound.</p> <p><math>\frac{LxWxH}{194} = \text{Dimensional Weight}</math></p> <p>Note 9 – In the event a shipper selects the “Bill Consignee” or “Bill Third Party” option for a UPS Next Day or 2nd Day package and omits the account number or supplies an invalid account number, an additional charge shall be assessed. An account number is deemed invalid if it is not the correct account number for the bill-to party, or if it is the account number for a consignee or third party who fails to pay the shipping charges.</p> <p>Note 10 – Hazardous materials are accepted for transportation via expedited delivery service only in passenger aircraft quantities prepared according to the requirements set forth in Title 49 of the Code of Federal Regulations and the <i>UPS Guide for Shipping Ground and Air Hazardous Materials</i>, and only for customers who have completed a UPS standard form Agreement for Transportation of Hazardous Materials or have the provisions of that Agreement incorporated into their existing customized contract for shipping service with UPS.</p> <p>Note 11 – UPS Hundredweight is available for Expedited Service provided the total shipment weight is 100 pounds or more. All other terms and conditions of the UPS Hundredweight Service contained in the applicable UPS Service Guides and the effective UPS Rates will apply.</p>
1080	<p style="text-align: center;"><u>CUSTOMER COUNTER/ONE-TIME PICKUP/ON-CALL PICKUP SERVICE</u></p> <p>A Customer Counter is a UPS facility where shippers may tender packages for transportation by UPS. Customer Counters, One-Time Pickup Service, and On-Call Pickup Service will accept packages containing general commodities, except articles of unusual value (as defined in Item 460), Classes A and B explosives, household goods as defined in 49 U.S.C. § 13102(10), commodities in bulk, commodities requiring special equipment, hazardous materials requiring shipping papers in accordance with 49 C.F.R. Section 172.200, and those commodities injurious or contaminating to other lading, for shipment between points and places within the United States.</p> <p>The rate for delivery of packages by UPS from a UPS Customer Counter, or by One-Time Pickup or On-Call Pickup Service (as described in Items 570 and 572) to a commercial location (a place of business or employment, not including a business operated out of a home that does not have an entrance open to the public) or to a residential location (a location that is a home, including a business operating out of a home that does not have an entrance open to the public) shall be the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping.</p> <p>If the delivery location could be construed as either residential or commercial, then the rates for residential delivery service will be applied.</p> <p>Note 1 – UPS does not accept for transportation, and shippers are prohibited from shipping: articles of unusual value (as defined in Item 460); packages with a value of more than \$5000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only; in the case of a shipper’s request for service made via a UPS Drop Box, packages with a value of more than \$500; Prepaid Letters having a value of more than \$100; packages shipped internationally containing jewelry (not including costume jewelry) having a value of more than \$500; and packages having a value of more than \$1,000 returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services.</p>

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY
1090	<p style="text-align: center;"><u>AUTHORIZED SHIPPING OUTLETS</u></p> <p>UPS Authorized Shipping Outlets or Commercial Counters (collectively referred to within this Item as “ASOs”) are independently owned and operated businesses and are not agents of UPS. UPS assumes no liability other than to the ASO, as the shipper of the package, for lost, damaged, or delayed packages sent via the ASO. Any such liability to the ASO is subject to the limitations set forth in the applicable UPS Tariff or Service Guide. All inquiries regarding packages shipped via ASOs must be directed to the ASO. UPS will deal solely with the ASO in all matters concerning packages shipped via an ASO, including but not limited to: tracking/tracing requests; claims and guarantees; C.O.D. preparation and remittance; return of undeliverable packages and letters; proper packaging and labeling; and billing. Even if UPS responds directly to ASO customers regarding tracking requests, UPS will not be liable to those customers. ASOs are solely responsible for the issuance of any refunds and claims to those who shipped packages via the ASO. The ASO agrees not to ship any articles that UPS does not accept for transportation. ASOs shall indemnify and hold harmless UPS in any action against UPS arising from the loss, damage, or delay of a package shipped via the ASO.</p>
2000	<p style="text-align: center;"><u>HUNDREDWEIGHT SERVICE</u></p> <p>UPS Hundredweight Service is available only for customers receiving Daily Pickup Service. Hundredweight Service may be selected by a shipper for shipment of freight classes 50-125 and general multiple-piece commodities which total 200 pounds or more for commercial or residential Ground or 3 Day Select delivery service or for expedited shipments totaling 100 pounds or more sent to a single address on the same day. Excluded shipments include: articles of unusual value (as defined in Item 460), Classes A &amp; B explosives, household goods as defined in 49 U.S.C. § 13102(10), commodities requiring special equipment, and those commodities injurious or contaminating to other lading.</p> <p>The rate for delivery of Hundredweight shipments pursuant to the effective Terms and Conditions of Service in the UPS Service Guide, with a value not exceeding \$100 per package, shall be the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping.</p> <p>Note 1 – RATE DETERMINATIONS - For Ground and 3 Day Select Hundredweight shipments, a minimum charge equal to the greater of either a charge based on 15 pounds per package or a shipment minimum charge in effect at the time of shipping will be assessed. For expedited Hundredweight shipments, a minimum charge based on an average weight of 10 pounds per package will be assessed.</p> <p>Note 2 – MAXIMUM WEIGHT PER PACKAGE is 150 pounds. The maximum weight for an “Other Regulated Materials” (ORM) package is 66 pounds unless further restricted in the <i>UPS Guide for Shipping Ground and Air Hazardous Materials</i>, which is available at <a href="http://www.ups.com">www.ups.com</a>.</p> <p>Note 3- For expedited shipments, if the dimensional weight of a package measuring over one cubic foot exceeds the actual weight, the dimensional weight of that package will be used in the calculation of the shipment billed weight. See Item 1060 for explanation of dimensional weight.</p> <p>Note 4 – UPS Letters are excluded from Hundredweight Service.</p> <p>Note 5 – UPS Return Services are not provided for UPS Hundredweight Service.</p> <p>Note 6 – Hazardous Materials packages requiring shipping papers in accordance with 49 C.F.R. Section 172.200 are not accepted in Hundredweight Service. In addition, all ORM packages are prohibited in UPS 3 Day Select Hundredweight and expedited Hundredweight Service.</p> <p>Note 7 –UPS does not accept for transportation, and shippers are prohibited from shipping: articles of unusual value (as defined in Item 460); packages with a value of more than \$5000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only; in the case of a shipper’s request for service made via a UPS Drop Box, packages with a value of more than \$500; Prepaid Letters having a value of more than \$100; packages shipped internationally containing jewelry (not including costume jewelry) having a value of more than \$500; and packages having a value of more than \$1,000 returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services.</p>

The End