

# Terms and Conditions of Service

Effective January 2, 2012

## **THE RULES RELATING TO LIABILITY ESTABLISHED BY THE WARSAW CONVENTION AND ANY AMENDMENTS THERETO SHALL APPLY TO THE INTERNATIONAL CARRIAGE OF ANY SHIPMENT HEREUNDER INsofar AS THE SAME IS GOVERNED THEREBY.**

United Parcel Service, which for purposes of these Terms and Conditions shall mean the United Parcel Service operating company in the country of departure ("UPS") is engaged in the international transportation of small packages (including "Express Envelopes") and services incidental or additional thereto. All shipments are subject to the terms and conditions contained in the UPS Rate and Service Guide (stated at [www.ups.com](http://www.ups.com)<sup>®</sup> and maintained at local UPS offices), the UPS source document for each shipment, and those prescribed by the applicable law of the jurisdiction where the shipment originates.

"Shipper" refers to the party contracting with UPS for services.

Where carriage by air involves an ultimate destination or stop outside the country of origin the Warsaw Convention may apply. The rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland, on October 12, 1929, and any amendments thereto shall apply to the international carriage of any shipment insofar as the same is governed thereby. There are no stopping places agreed upon at the time of tender of the shipment, and UPS reserves the right to route the shipment in any way UPS deems appropriate. Notwithstanding any clause to the contrary, international carriage by road may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on 19th May 1956 and any amendments thereto ("the CMR Convention").

UPS may engage subcontractors to perform services and contracts both on its own behalf and on behalf of its servants, agents and subcontractors each of whom shall have the benefit of these terms. No such party has the authority to waive or vary any of these terms. All packages covered under a single UPS Waybill/consignment note (the "UPS Waybill") shall be considered a single shipment. A shipment may be carried via any intermediate stopping places that UPS deems appropriate.

Unless otherwise agreed in writing prior to the tender of the shipment, the service to be provided by UPS is limited to the pickup, transportation, customs clearance where applicable and delivery of the shipment. The shipper acknowledges that shipments will be consolidated with those of other shippers for transport and that UPS may not monitor the inbound and outbound movement of individual shipments at all handling centers.

## **Commodities Handled and Restrictions on Service**

UPS offers transportation of general commodities, as usually defined, subject to the following restrictions:

- (i) No service shall be rendered in the transportation of any packages or articles with an actual weight of more than 70 kilograms (or 150 lbs) or exceed 270 centimeters (or 108 inches) in length or a total of 419 centimeters (or 165 inches) in length and girth combined.
- (ii) No service shall be rendered in the transportation of any packages or articles with a value in excess of USD 50,000 (or the local currency equivalent). Packages containing jewelry (not including costume jewelry) having a value of more than USD 500 (or the local currency equivalent) are not accepted for transportation.
- (iii) No service shall be rendered in the transportation of packages containing any prohibited article listed on the UPS website ([www.ups.com](http://www.ups.com)), including, but not limited to, articles of unusual value (such as coins, currency, postage stamps, negotiable instruments (except checks), money orders, unset precious stones, industrial diamonds), and dangerous goods. Refer to UPS Rate and Service Guide for more information about dangerous goods. Under applicable law, certain goods may only be transported under prescribed conditions and certain goods are prohibited from transportation by air.
- (iv) UPS does not regularly provide service for packages containing live animals. UPS will only accept live animal shipments on an exception basis. Transportation for packages containing live animals is limited, must be prearranged, and as with all other packages, will be provided only according to the terms and conditions contained in the UPS Rate and Service Guide.
- (v) 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 any damage arising from the transportation.
- (vi) No service shall be rendered in the transportation of any shipment which is prohibited by applicable law or regulations in the origin or destination country, or which UPS may determine, in its sole discretion, to be so prohibited.

The shipper shall be responsible for the accuracy and completeness of the particulars inserted in the Waybill and for ensuring that all packages set out adequate contact details for the shipper and receiver of the package and that they are so packed, marked and labeled, their contents so described and classified and are accompanied by such documentation as may (in each case) be necessary to make them suitable for transportation and to comply with the requirements of the effective Rate and Service Guide and applicable law.

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### **UPS Import Control®**

UPS Import Control service allows a shipper to process an import shipment, including commercial invoice, and create a Print Import Label, Electronic Import Label, Print and Mail Import Label to provide to the sender of the shipment. A shipper may also request UPS 1 Pickup Attempt or UPS 3 Pickup Attempts, to request that UPS make pickup attempts to retrieve an import shipment from a sender's address. UPS Import Control is available only in countries where UPS pickup services are available. An additional charge for each UPS Import Control package as set forth in the UPS Rates in effect at the time the charge is applied.

UPS Import Control is available only for shipments processed through UPS CampusShip®, UPS Internet Shipping, and UPS Developer Kit.

UPS Import Control is not available for Hazardous Materials shipments requiring shipping papers, firearms, or shipments requiring Delivery Confirmation Adult Signature Required service. C.O.D. service is not available for UPS Import Control shipments.

The maximum actual or declared value for a UPS Import Control shipment is USD 50,000; provided that for any UPS Import Control shipment with an actual or declared value in excess of USD 1000, the shipper must ensure that a UPS high value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high value shipment summary is obtained and signed, the maximum actual or declared value of each such shipment is limited to USD 1000.

### **Print Return Label; Electronic Return Label; Print and Mail Return Label**

Packages can be returned from an address using Print Return, Electronic Return, or Print and Mail Return Labels.

The maximum actual or declared value for each domestic Print Return Label, Electronic Return Label, or Print and Mail Return Label package is USD 1000.

The maximum actual or declared value for each international Print Return Label, Electronic Return Label, or Print and Mail Return Label shipment is USD 50,000; provided that for any such shipment with an actual or declared value in excess of USD 1000, the shipper must ensure that a UPS high value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high value shipment summary is obtained and signed, the maximum actual or declared value for each such shipment is limited to USD 1000.

Upon Delivery, a package returned will be charged the rate calculated from the pickup location to the destination via the service selected. An additional charge for each Print Return Label, Electronic Return Label, and Print and Mail Return Label package will be assessed when the service is requested. The applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied.

### **UPS Returns® Plus**

#### **(i) 1 UPS Pickup Attempt**

A shipper can request that UPS make one pickup attempt to retrieve a package from an address.

The maximum actual or declared value for each domestic 1 UPS Pickup Attempt service package is USD 1000. The maximum actual or declared value for each international 1 UPS Pickup Attempt shipment is USD 50,000; provided that for any international 1 UPS Pickup Attempt shipment with an actual or declared value in excess of USD 1000, the shipper must ensure that a UPS high value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high value shipment summary is obtained and signed, the maximum actual or declared value of each such shipment is limited to USD 1000.

Upon delivery, a package returned using 1 UPS Pickup Attempt service will be charged the rate calculated from the pickup location to the destination via the service selected. An additional charge for each 1 UPS Pickup Attempt service package will be assessed when 1 UPS Pickup Attempt service is requested. The applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied.

#### **(ii) 3 UPS Pickup Attempts**

A shipper can request that UPS make three pickup attempts to retrieve a package from an address.

The maximum actual or declared value for each domestic 3 UPS Pickup Attempts service package is USD 50,000. The maximum actual or declared value for each international 3 UPS Pickup Attempts service shipment is USD 50,000; provided that for any 3 UPS Pickup Attempts shipment with an actual or declared value in excess of USD 1000, the shipper must ensure that a UPS high value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high value shipment summary is obtained and signed, the maximum actual or declared value for each such shipment is limited to USD 1000.

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#### **Deliveries Attempted Three Times Without Extra Charge**

Where applicable, if UPS is unable to complete delivery of a shipment, 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 packages will be made without additional charge.

UPS may deliver a shipment to the consignee or the consignee's actual or apparent agent or representative, to the address or location specified in the UPS shipping system, to any person present at the address or location specified in the UPS shipping system, to a reasonable alternate address or location, in accordance with trade custom or usage, pursuant to UPS's driver release procedures. UPS does not limit delivery of a package or shipment to a person specified as the consignee. UPS may use an electronic device to obtain proof of delivery and the shipper agrees that it will not object to UPS relying on a printed copy of this as evidence merely on the grounds that the information concerned is obtained and stored in electronic form.

#### **Special Handling of Undeliverable Packages; Refused Packages Returned**

Shipments refused by the consignee, or which for any other reason cannot be delivered, will be held, and UPS will attempt to contact the shipper for further instructions, including return. If the 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 (not to exceed thirty days), and upon exercising reasonable commercial efforts at notifying the shipper, UPS reserves the right to deal with the package thereafter in any manner in its discretion, including but not limited to disposal of the package. The shipper will be responsible for payment of all charges, including, but not limited to, forwarding, disposal, or return transportation charges, as well as any duty and tax, if applicable. UPS will not be liable for any claims for loss or damage to a package refused by the shipper on return.

#### **Refusal and Suspension of Service**

If it comes to the attention of UPS that any package does not meet any of the above restrictions or conditions, UPS may refuse to transport the relevant package (or any shipment of which it is a part of) and, if carriage is in progress, UPS may suspend carriage and hold the package.

UPS also 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. 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.

UPS may at its option suspend transportation of any package or shipment if goods are found not to be acceptable for transportation for any reason whatsoever, if UPS cannot effect delivery at the third attempt to do so, if the consignee refuses to accept delivery, or if it cannot collect amounts due from the receiver on delivery. The shipper will be responsible for payment of all charges, calculated in accordance with the then current UPS rates, caused by such suspension of transportation, including, but not limited to, forwarding, disposal, or return of transportation charges as well as any duty or tax, if applicable.

The shipper will be responsible for the reasonable costs and expenses of UPS (including storage), for such losses, taxes and customs duties as UPS may suffer and for all claims made against UPS because a package does not meet any of the restrictions or conditions in the Commodities Handled and Restrictions on Service clause above or because of any refusal or suspension of carriage or return of a package or shipment by UPS pursuant to these terms.

UPS will not be liable or responsible for the loss of or damage to any package, the contents of which UPS is not authorized to accept, which UPS states it will not accept, or which UPS has a right to refuse. If UPS suspends service as set forth in these terms, the payer of any transportation charges shall not be entitled to a refund. Acceptance for carriage of any package or shipment that UPS does not accept for transportation or which shippers are prohibited from shipping, does not constitute a waiver of any provisions of these terms or the terms set forth in the Rate and Service Guide, or on [www.ups.com](http://www.ups.com)<sup>®</sup>.

#### **Right of Inspection**

UPS reserves the right, but is not required, to open and inspect any package tendered to it for transportation.

#### **Provisions for Customs Clearance of International Packages**

The shipper must provide required documentation for customs clearance. By providing required documentation, the shipper certifies that all statements and information relating to exportation and importation are true and correct. Furthermore, the shipper understands that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements. When a shipment is tendered to UPS, UPS is thereby appointed as the agent for performance of customs clearance, where applicable. UPS is specified as the nominal consignee for the purpose of designating a customs broker to perform customs clearance.

Customs penalties, storage charges, or other expenses incurred as a result of an action by customs or failure by the shipper or consignee to provide proper documentation or to obtain a required license or permit will be charged to the consignee along with any applicable duty or tax. The shipper shall be liable in the event of non-payment by the consignee. Where applicable, UPS provides brokerage service at no additional charge for routine customs clearance. Additional charges may be applied for the complex clearance procedures listed in the Rate Guide.

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### Rates

The effective rates are the UPS Rates published in the effective UPS Rate and Service Guide 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 in the effective UPS Rate and Service Guide, or those applicable additional rates set out in any customized contracts. To determine the amount of any charge for UPS service, consult the effective UPS Rates, available at UPS.com and upon request at the local UPS office.

### Payment

Unless paid before shipment, all charges must be paid within 7 days of receipt of invoice or within such other period as the shipper may have agreed in writing with UPS. Unless proved otherwise, an invoice shall be considered for this purpose to have been received three business days following the date of invoice.

Any payments made by UPS, including but not limited to taxes, duties or other levies, on behalf of the shipper, receiver or some other party, shall be due and payable by the shipper on demand. Notwithstanding any billing or payment option selected at the time of shipment, the shipper is ultimately liable for and agrees to pay all charges, including where the receiver or third party fails to pay any charges which they are due to pay. A late payment fee in the amount set out in UPS's invoice may be charged on any sums outstanding as of the specified payment due date. This is in addition to any legal rights and remedies available to UPS.

### Missing/Invalid Account Number or Refusal Fee

A processing fee, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be charged for a missing or invalid account number when the account number is missing or it is not the correct account number for the bill-to party, or if it is the account number for a receiver or third party who fails to pay the shipping charges. In the event of non-payment by the receiver or third party, the shipper will be billed a refusal fee plus the shipping charges.

### Interruption of Service

If UPS is unable to start or continue with carriage of the shipper's package for a reason beyond its control, the shipper will not be able to claim that UPS is in breach of its agreement with the shipper but UPS will take all steps that are reasonably practicable in the circumstances to commence or continue the carriage.

UPS shall not be liable for, and the UPS Service Guarantee shall not apply to, 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; a government agency hold; riots; strikes or other labor disputes; civil unrest; disruptions of any kind in air or ground transportation networks; such as weather phenomena; and natural disasters.

### UPS Service Guarantee

UPS's on-schedule delivery of shipments for certain services and destinations is supported by a money-back guarantee, as set forth in the Rate and Service Guide, Details of UPS's Service Guarantee, including its applicability and limitations, and the corresponding delivery and latest pick up time for the relevant service and destination are as set out on the UPS website ([www.ups.com](http://www.ups.com)) current at the time the goods are accepted for carriage and can also be confirmed by contacting the local UPS office. Where the Service Guarantee operates, and the conditions for the Service Guarantee as set forth in the Rate and Service Guide are fulfilled, if UPS fails to attempt delivery within the applicable time period, UPS will on request, at its option, either refund or credit the shipper (or any other person who paid for the carriage) with the shipping charges (or, in the case that only some of the packages in a multiple package shipment fail to meet the applicable time limit, the proportionate part of the shipping charges relating to those packages), net of any surcharges, Value Added Tax, duties or any taxes and levies. UPS must also be notified in writing or by telephone within 15 calendar days after the scheduled delivery for all Guaranteed Service Refund claims.

The Service Guarantee does not apply where late delivery results from non-compliance with the restrictions or conditions in the Commodities Handled and Restrictions on Service clause, from the exercise of any lien by UPS in accordance with these terms, where either the Refusal and Suspension of Service clause or the Interruption of Service clause apply. For the avoidance of doubt, UPS's liability under the Service Guarantee is limited to the above and the Service Guarantee does not otherwise constitute any form of undertaking or representation that the shipment will arrive by any particular time.

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#### Billing Options

The amount billed includes, but is not limited to, shipping charges, duties and taxes, if applicable. Unless otherwise restricted in the origin or destination country, UPS provides the following selection of payer options:

Bill Shipping Charges to:

- (a) Shipper – The shipper pays all shipping charges.
- (b) Receiver – The receiver pays all shipping charges.
- (c) Third Party – The designated third party pays all shipping charges. This option is subject to the third party having a UPS account. Shipper must indicate the third party's name, account number, and country in the appropriate section of the UPS Waybill.

Bill Duties and Taxes to:

- (a) Shipper – The shipper pays all duties and taxes.
- (b) Receiver – The receiver pays all duties and taxes.
- (c) Third Party – The designated third party pays all duties and taxes. This option is subject to the third party having a UPS account. Shipper must indicate the third party's name, account number, and country in the appropriate section of the UPS Waybill.

Shipper guarantees payment of all charges payable to UPS by the receiver or third party designated on the waybill. For all shipments where the shipper is not paying the shipping charges, the shipper must notify the bill payer prior to shipping, and that option must be indicated on the UPS Waybill in the space provided. UPS reserves the right in its sole discretion to request advance payment of shipping charges for any package sent to or from any international destination or origin. A Duty and Tax Forwarding Surcharge will be applied for instances where the duties and taxes are paid outside of the destination country.

#### Responsibility For Loss or Damage

Where the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions apply (for convenience referred to as Convention Rules) or where (and to the extent that) other mandatory national law applies, the liability of UPS is governed by and will be limited according to the applicable rules.

Where Convention Rules or other mandatory national laws do not apply, UPS will only be liable for failure to act with reasonable care and skill and its liability shall be exclusively governed by these terms and (save in the case of personal injury or death) limited to proven damages up to an amount not exceeding USD 100.00 per shipment unless a higher value has been declared by the shipper as hereafter provided.

If the claimant (or any person from whom he derives his right to claim) has caused or contributed to any loss, damage or delay to a shipment or package, any liability UPS may incur in respect thereof (limited as above) may be reduced or extinguished in accordance with the law applicable to such contributory negligence.

Subject to the provisions of the paragraph stated below, the shipper may obtain for a shipment the benefit of a greater limit of liability than UPS provides under (ii) of the Commodities Handled and Restrictions on Service clause above or than is provided by Convention Rules or other mandatory national law. The shipper may do so by declaring a higher value for carriage on the Waybill and paying an additional charge as stated in the Rate and Service Guide. If the shipper declares a higher value for carriage and pays the applicable charge, then UPS's liability shall be limited to a maximum of the declared value for carriage. The value of the goods concerned shall not in any event exceed the limits specified in the Commodities Handled and Restrictions on Service clause. UPS does not offer shippers' cargo insurance. Shippers desiring cargo insurance or all risk insurance should purchase such insurance from third parties.

Save where applicable Convention Rules or other applicable mandatory national laws require otherwise, UPS shall not be liable for special, incidental, or consequential damages, including purely economic losses, such as the costs of any alternative means of transport, loss of profits, loss of business opportunities or loss of revenue resulting from loss of use, arising from any loss of or damage or delay to a shipment or package, whether or not a value has been declared as set forth above.

UPS shall not be liable for any damages arising from UPS's inability, failure or refusal to comply with a request to stop, return or re-route shipment of a package after tender to UPS.

#### Claims Procedure

All claims against UPS must be filed in writing with UPS as soon as reasonably practicable and in any event within 14 days of delivery in the case of damage (including partial loss of a shipment) and in the case of delay within 21 days of delivery. In addition, UPS shall have no liability in connection with any shipment unless legal proceedings are brought and written notice of them is given to it within six months after delivery of the goods concerned or, in the case of non-delivery, within six months from the scheduled date for delivery. This term shall not affect any rights the shipper may have under applicable Convention Rules or other applicable mandatory national laws.

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### **Data Protection**

The shipper agrees that UPS and other companies in the UPS group of companies worldwide, including companies in countries which may not have the same level of data protection as the country where the shipment is presented to UPS for carriage, may use any data provided by the shipper to UPS for management analysis and monitoring, the purchase and supply of customer materials, administration of customer accounts and the advertising of services and products provided by UPS companies. The shipper may have certain rights under the law to have access to, rectify, and object to the use for direct marketing of, data held by UPS about it.

### **Entire Agreement**

All shipments are subject to the terms and conditions contained in the UPS Rate and Service Guide and set out on the UPS website ([www.ups.com](http://www.ups.com)). The effective UPS Rate and Service Guide and the description of UPS Services at [www.ups.com](http://www.ups.com), which are incorporated in the UPS Rate and Service Guide; 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.

### **Severability**

These terms shall apply to the fullest extent permitted by applicable law. If any part of these terms is not enforceable, this will not affect the enforceability of any other part.

### **Governing Law**

These terms and any contract concluded which incorporates these terms shall in all respects be governed by the laws of the country where the shipment is presented to UPS for carriage.