

TERMS AND CONDITIONS OF SERVICE

For Customers Located in the 48 Contiguous States, Alaska and Hawaii

Effective November 1, 2006

The following paragraphs, along with the UPS Tariff, contain the general terms and conditions under which United Parcel Service ("UPS") is engaged in the transportation of small packages (including "Express Envelopes") in its own territory and jointly through interchange with its affiliates. The Terms and Conditions of Service in the UPS Rate and Service Guide are published periodically by UPS. The most current version of these Terms and Conditions of Service may be found at the UPS website (ups.com®) and is available at all local UPS offices. UPS reserves the right to unilaterally modify or amend any portion of the UPS Tariff, the UPS Rate and Service Guide or these Terms and Conditions of Service at any time without prior notice. The current version of these Terms and Conditions of Service and any modifications or amendments supersede all previous UPS Rate and Service Guides. Any failure to enforce or apply a term or provision of the UPS Rate and Service Guide or the UPS Tariff shall not constitute a waiver of that term or provision by UPS, and shall not diminish or impair UPS's right to enforce such term or provision in the future.

UPS is engaged in the transportation of small packages via a variety of services, including UPS Air Services, UPS Hundredweight Air Services, UPS 3 Day SelectSM, UPS Hundredweight 3 Day Select, UPS Ground and UPS Hundredweight Ground. "UPS Air Services" includes UPS Next Day Air® Early A.M.®, UPS Next Day Air®, UPS Next Day Air Saver®, UPS 2nd Day Air A.M.® and UPS 2nd Day Air®. For purposes of these Terms and Conditions of Service, "UPS Hundredweight Air Services" includes UPS Hundredweight Next Day Air, UPS Hundredweight Next Day Air Saver, UPS Hundredweight 2nd Day Air A.M. and UPS Hundredweight 2nd Day Air. (Note: 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.)

UPS is likewise engaged in the transportation of packages via "UPS SonicAir®."

UPS is engaged in the international transportation of small packages via "UPS Worldwide Express PlusSM," "UPS Worldwide Express NA1SM," "UPS Worldwide ExpressSM," "UPS Worldwide ExpeditedSM," "UPS 3 Day SelectSM From Canada" and "UPS Standard" services. All packages shipped internationally covered under a single UPS Waybill shall be considered a single shipment.

Except in UPS Hundredweight and international shipments, each package or article shall be considered a separate and distinct shipment.

A "source document," as referenced below, is a document provided by UPS for the purpose of shipping a package via UPS.

A "UPS automated shipping system," as referenced below, is UPS Worldship™, UPS CampusShip™, UPS Internet Shipping, or an approved UPS Ready™ solution that meets UPS OnLine® requirements at the time of shipment.

Commodities Handled and Restrictions on Service

UPS holds itself out to transport general commodities, as usually defined, subject to the following restrictions:

(a) No service shall be rendered in the transportation of any package or article with an actual weight of more than 150 pounds, or exceeding 108 inches in length, or exceeding a total of 165 inches in length and girth [(2 x width) + (2 x height)] combined, and in the case of import shipments, 130 inches in length and girth [(2 x width) + (2 x height)] combined. Additional charges, including an Over Maximum Limits charge (Over Maximum Weight [\$50.00 U.S.], Over Maximum Length [\$50.00 U.S.] or Over Maximum Size [\$50.00 U.S.]), may apply to any such package tendered for transportation. Refer to the UPS Tariff for details. Access the UPS Tariff at <http://www.ups.com/content/us/en/resources/service/tariff.html>.

(b) No service shall be rendered in the transportation of any of the prohibited articles listed in the applicable UPS service guide or UPS Tariff.

(c) No service shall be rendered in the transportation of articles of unusual value (as defined in the UPS Tariff), including, but not limited to:

(i) Any package with an actual value of more than \$50,000.00 (U.S.);

(ii) Coins, currency, postage stamps, negotiable instruments (except checks), money orders, unset precious stones, and industrial diamonds;

(iii) Any article that contains more than 50 percent by weight of gold or platinum, or any combination thereof in raw form, including, but not limited to, bullion, bars or scraps of these metals.

UPS will not be liable for any loss of or damage to articles of unusual value. UPS reserves the right, but is not required, to return to the shipper any package containing an article of unusual value. Such return will be made solely at the shipper's risk and expense.

(d) No service shall be rendered in the transportation of any of the following:

(i) Packages with a value of more than \$5,000.00 (U.S.), shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet Shipping account only;

(ii) Packages with a value of more than \$1,000.00 (U.S.) returned via Print Return Label, Print and Mail Return Label, Electronic Return Label or 1 UPS Pickup Attempt Return Services;

(iii) Packages with a value of more than \$500.00 (U.S.) shipped via a UPS Drop Box;

(iv) Prepaid Letters with a value of more than \$100.00 (U.S.);

(v) Packages with a value of more than \$999.00 (U.S.) when Shipper Release is selected;

(vi) Packages with a C.O.D. amount in excess of \$500.00 (U.S.) shipped via a UPS Drop Box;

(vii) Packages shipped internationally containing jewelry (not including costume jewelry) with a value of more than \$500.00 (U.S.).

(e) Hazardous Materials, defined as those materials regulated under Title 49 of the Code of Federal Regulations (49 C.F.R.), and International Dangerous Goods, defined as those materials regulated by the International Civil Aviation Organisation (ICAO) and published in the International Air Transport Association (IATA) Dangerous Goods Regulations, are accepted for transportation only as a contractual service. To receive Hazardous Materials or International Dangerous Goods service, the shipper must sign a contract and agree to the provisions set forth in the approved UPS Agreement for Transportation of Hazardous Materials or the approved UPS Agreement for Transportation of International Dangerous Goods. All shipments, including shipments containing Hazardous Materials or International Dangerous Goods, will be accepted for transportation only according to the terms and conditions contained in the UPS Tariff. Access the UPS Terms and Conditions of Service at ups.com or contact UPS for specific information, including a list of "Common Items That May Be Classified as Hazardous Materials." For more information about Hazardous Materials, please refer to the UPS Guide for Shipping Ground and Air Hazardous Materials, available at [ups.com](http://www.ups.com/content/us/en/resources/service/terms/common_items.html) at http://www.ups.com/content/us/en/resources/service/terms/common_items.html.

(f) Other Regulated Materials (ORM-D) packages are accepted for transportation without Hazardous Materials Shipping Papers within the 48 contiguous United States via UPS Ground or UPS Hundredweight Service®, or within Hawaii when shipped via UPS Ground (Intra-Oahu) service, when properly classified, packaged, and marked. UPS Standard To Canada and UPS Ground (Intra-Alaska) services are available for ORM-D shipments without a contract, provided the shipper has reviewed the required checklist and service restrictions with a UPS representative. ORM-D packages shipped via UPS Air Services and UPS 3 Day Select within the United States and Puerto Rico, and UPS Ground to Alaska, Hawaii and Puerto Rico, as well as all UPS Worldwide service offerings internationally, are accepted for transportation on a contractual basis only.

(g) 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.

(h) The only alcoholic beverages that UPS accepts for transportation are wine and beer. Packages containing wine and beer are accepted for transportation only from shippers who are licensed and authorized under applicable laws to ship alcohol and only on a contractual basis. To receive service for packages containing wine or beer, the shipper must sign a contract and agree to the provisions set forth in the approved UPS agreement for the transportation of wine or beer. All packages containing wine or beer must have a UPS label requesting an adult signature upon delivery. It is the responsibility of the shipper to ensure that a shipment tendered to UPS does not violate any federal, state, provincial or local laws or regulations applicable to the shipment. All shipments, including shipments containing wine or beer, will be accepted for transportation only according to the terms and conditions contained in the UPS Tariff.

(i) Packages containing tobacco or tobacco products, as those terms are variously defined under applicable state law ("Tobacco Product Shipments"), are accepted for transportation only from shippers who are licensed and authorized to ship tobacco and tobacco products pursuant to applicable laws. Tobacco Product Shipments shipped to a consumer will only be accepted for transportation as a contractual service. However, because UPS prohibits shipments of cigarettes to consumers under any circumstances, UPS does not offer a contractual service for the delivery of cigarettes to consumers. To receive service for Tobacco Product Shipments shipped to a consumer, the shipper must sign and agree to the provisions set forth in an approved UPS agreement for the transportation of tobacco products. For all other service for Tobacco Product Shipments, the consignee must be licensed and authorized to receive tobacco or tobacco products pursuant to all applicable federal, state, provincial, or local laws or regulations, and the shipment must conform to the terms, conditions, restrictions, and prohibitions set forth at www.ups.com/tobacco at the time of shipping. It is the responsibility of the shipper to ensure that a shipment tendered to UPS, including a Tobacco Product Shipment, does not violate any federal, state, provincial, or local laws or regulations applicable to the shipment. All shipments, including shipments containing tobacco products, will be accepted for transportation only according to the terms and conditions contained in the UPS Tariff.

(j) UPS provides service on a limited basis for packages containing some types of live animals. (The term "animal" as used herein refers to anything living, except plants.) UPS will only accept packages containing live animals for shipment within the United States and as set forth in the UPS Terms and Conditions of Service, available at ups.com. Any package containing a live animal will be considered a perishable commodity and will be accepted for transportation solely at the shipper's risk for any damage or loss arising from the perishable nature of the item. UPS shall not be liable for any special, incidental or consequential damages.

(k) UPS does not provide a protective service for the transportation of perishable commodities or of 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 perishable nature of the item. Shippers shall not file claims for, and UPS shall not be liable to shippers or any third parties for, any damage arising from the transportation of perishable commodities or commodities requiring protection from heat or cold, regardless of whether the package is delivered pursuant to an applicable UPS Service Guarantee or is delayed in transit. UPS reserves the right to dispose of any package in the UPS system containing a perishable commodity that, in UPS's sole discretion, is deemed to be unsafe or unsanitary.

(l) C.O.D., Call Tag, Verbal Confirmation of Delivery, Hold for Pickup and UPS Return Services are not available for international shipments.

(m) All shipments, including shipments containing firearms, will be accepted for transportation only according to the terms and conditions contained in the UPS Tariff. A UPS label, requesting an adult signature upon delivery, must be affixed to each package containing a firearm. Access the Terms and Conditions of Service at ups.com, <http://www.ups.com/content/us/en/resources/service/terms/firearms.html>, or contact UPS for more information concerning the transportation of firearms, including handguns.

(n) UPS reserves the right to assess the shipper an additional charge, set forth in the UPS Rates in effect at the time of shipping, when: the shipper requests UPS to obtain a signature or an adult signature upon delivery and an approved UPS label is affixed to the package indicating such request; the shipper requests UPS to obtain a signature or an adult signature upon delivery and an approved UPS label is not affixed to the package indicating such request; or, the shipper tenders a package that, based upon its contents, requires an approved UPS label requesting an adult signature upon delivery, and no such label has been affixed to the package.

(o) Shippers are prohibited from shipping and UPS will not accept for transportation packages containing any Hazardous Materials requiring shipping papers (defined as those materials regulated under Title 49 of the Code of Federal Regulations [49 C.F.R.]), firearms or ammunition, or articles that UPS is not authorized to accept or that UPS states in the UPS Tariff or in these Terms and Conditions of Service that it will not accept, when such packages are presented for shipment at locations of The UPS Store®, UPS Customer Centers or UPS Authorized Shipping Outlets. Hazardous Materials requiring shipping papers cannot be picked up via UPS On-Call PickupSM service, or retrieved via any UPS Return Service.

(p) UPS does not provide delivery to a P.O. box. The shipper must make every effort to obtain a street address. If the shipper should use a P.O. box address, the recipient's phone number must be included. A package addressed to a P.O. box may experience delays, will not be covered by any UPS Service Guarantee and will be subject to an Address Correction charge. Army Post Office (APO) and Fleet Post Office (FPO) addresses are not accepted.

(q) No service shall be rendered in the transportation of human remains, fetal remains, human body parts or components thereof. 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. 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 any damage arising from the perishable nature of the item.

(r) UPS's acceptance for transportation of any mercury-containing waste material or used mercury-containing device (including, but not limited to, medical devices, spent or broken fluorescent lamps, thermostats, or thermometers), is limited, must be prearranged, and will only be provided pursuant to prior written authorization from UPS upon satisfaction of certain requirements, including appropriate packaging and financial assurances.

(s) UPS transports packages containing radio frequency devices (RFID), ultra-wideband devices (UWB) and other portable electronic devices (PED) only when such devices are in an inactivated state or otherwise in compliance with applicable law, including 14 C.F.R. 91.21, 14 C.F.R. 121.306, or 47 C.F.R. 15.521(a).

(t) All shipments, including shipments containing "food" (as defined in section 201 (f) of the Federal Food, Drug, and Cosmetic Act), will be accepted for transportation only according to the terms and conditions contained in the UPS Tariff. Shipper assumes all responsibility with respect to establishing and maintaining all records required under 21 CFR Part 1 Subpart J §§ 1.326-1.363. In so doing, shipper assumes the legal responsibility under 21 CFR § 1.363 for establishing and/or maintaining records that would otherwise be required to be maintained by UPS. Shipper agrees its records will comply with 21 CFR § 1.352 and shall identify the immediate recipient of the transported food; the origin and destination points of shipment; the date the shipment is received and the date released; the number of packages shipped; a description of the freight describing the type of food received and released; and the route of movement. Shipper agrees expressly to make all records required by 21 CFR § 1.352 available to FDA as required by 21 CFR § 1.361. Shipper commits, and recognizes that it is its responsibility, to ensure that all such records are maintained consistent with the record retention requirements provided in 21 CFR § 1.360 and the record availability requirements provided in 21 CFR § 1.363. Shipper agrees that within 45 days of the date of shipment, Shipper will obtain or request from UPS any information needed from UPS to satisfy Shipper's responsibility to establish and maintain records. Shipper recognizes that the foregoing obligations with respect to establishing and maintaining records cannot be terminated. Shipper expressly agrees to immediately assume responsibility to establish and maintain records as provided in this paragraph, regardless of any FDA-designated compliance date for any provision of 21 CFR Part 1 Subpart J.

Prohibited by Law

It is the responsibility of the shipper to ensure that a shipment tendered to UPS does not violate any federal, state, provincial, or local laws or regulations applicable to the shipment. No service shall be rendered by UPS in the transportation of any shipment that is prohibited by applicable law or regulation of any federal, state, provincial, or local government in the origin or destination country.

Right of Inspection

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

Packaging

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.

Refusal of Service

UPS reserves the right to refuse to provide service, among other reasons, for any package that 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 that is improperly or insecurely packed or wrapped. Packages must be so packed or wrapped as to meet the requirements set forth in the International Safe Transit Association Procedure 3A.

In addition, UPS reserves the right 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.

The UPS Store®

The UPS Store locations are independently owned and operated by licensed franchisees of Mail Boxes Etc., Inc., an indirect subsidiary of United Parcel Service of America, and are not agents of UPS. UPS assumes no liability other than to The UPS Store location, as the shipper of the package, for lost, damaged or delayed shipments sent via that The UPS Store location. Any such liability to The UPS Store location is subject to the limitations set forth in the UPS Tariff and these Terms and Conditions of Service. All inquiries regarding packages shipped via any The UPS Store location must be directed to The UPS Store location that shipped the package. UPS will deal solely with The UPS Store location in all matters concerning packages shipped via any The UPS Store location, including but not limited to: tracking/tracing requests, claims and guarantees, C.O.D. preparation and remittance, return of undeliverable packages and Express Envelopes, proper packaging and labeling, and billing. Even if UPS responds directly to customers of a The UPS Store location regarding tracking requests, UPS will not be liable to those customers. The UPS Store locations are solely responsible for the issuance of any refunds and claims to those who shipped packages via The UPS Store location. The UPS Store locations agree not to ship any articles which UPS does not accept for transportation. The UPS Store locations shall indemnify and hold harmless UPS in any action against UPS arising from the loss, damage or delay of a package shipped via that The UPS Store location.

Authorized Shipping Outlets/Third-Party Retailers

UPS Authorized Shipping Outlets (referred to within this paragraph as "Third-Party Retailers") are independently owned and operated businesses and are not agents of UPS. UPS assumes no liability other than to the Third-Party Retailer, as the shipper of the package, for lost, damaged or delayed shipments sent via the Third-Party Retailer. Any such liability to the Third-Party Retailer is subject to the limitations set forth in the UPS Tariff and these Terms and Conditions of Service. All inquiries regarding packages shipped via Third-Party Retailers must be directed to the Third-Party Retailer. UPS will deal solely with the Third-party Retailer in all matters concerning packages shipped via a Third-Party Retailer, including, but not limited to: tracking/tracing requests; claims and guarantees; C.O.D. preparation and remittance; return of undeliverable packages and Express Envelopes; proper packaging and labeling; and billing. Even if UPS responds directly to Third-Party Retailer customers regarding tracking requests, UPS will not be liable to those customers. Third-Party Retailers are solely responsible for the issuance of any refunds and claims to those who shipped packages via the Third-Party Retailer. The Third-Party Retailer agrees not to ship any articles which UPS does not accept for transportation.

Third-Party Retailers shall indemnify and hold harmless UPS in any action against UPS arising from the loss, damage or delay of a package shipped via a Third-Party Retailer.

Provisions for Customs Clearance of International Packages

The shipper must provide required documentation for export and 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, or for violating U.S. laws on exportation (see e.g., 13 U.S.C. § 305, 15 U.S.C. § 1592, 22 U.S.C. § 401, 18 U.S.C. § 1001, and 50 U.S.C. App. 2410).

When a shipment is tendered to UPS, UPS is thereby appointed as the agent for performance of customs clearance, where allowed by law. UPS is specified as the nominal consignee for the purpose of designating a customs broker to perform customs clearance. Local authorities may require documentation confirming that UPS has been designated as the nominal consignee.

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 and tax. However, the shipper is liable for all charges in the event of non-payment by the consignee. UPS provides brokerage service through UPS Supply Chain SolutionsSM brokerage offices (formerly UPS Customhouse Brokerage offices), designated by UPS for handling small package customs clearance of UPS Worldwide Express Plus, UPS Worldwide Express NA1, UPS Worldwide Express, UPS Worldwide Expedited and UPS 3 Day Select From Canada shipments at no additional charge. Other UPS Supply Chain Solutions customs brokerage offices charge fees for clearance of small packages and freight.

Additional charges may apply for complex customs-clearance procedures, which include, but are not limited to, the following:

- Clearance procedures involving a government agency other than customs
- Customs Bonds
- Drawbacks
- Formal entries involving more than five tariff lines
- Live Entries
- Marking Attendance
- Temporary Import Bonds (T.I.B.)

UPS will prepay duties and taxes on behalf of the payer. For importation into the United States, a fee, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed and billed to the importer. A fee may also apply for shipments to other countries.

In the event a Shipper's Export Declaration (S.E.D.) is required and is not included with the export documents provided by the shipper, UPS will prepare an S.E.D., using the information on the UPS Waybill or other export documentation, on behalf of the shipper to facilitate export. A

processing fee, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed and billed to the shipper.

UPS may prepare a Certificate of Origin for goods manufactured and originating within the United States on behalf of the shipper when one is required but not included with the export documents provided by the shipper. A processing fee, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed and billed to the shipper.

Unless otherwise restricted for the destination country, the shipper may elect to pay duty and tax, or duty only, by showing such instructions on the export documentation and on the UPS Waybill. These options are available only to shippers with a UPS account. An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed. These services are not available if any or all of the shipping charges are billed to the consignee, or if a consignee chooses a broker other than UPS Supply Chain Solutions brokerage offices (formerly UPS Customhouse Brokerage offices), designated by UPS for handling small package customs clearance. Other UPS Supply Chain Solutions customs brokerage offices charge fees for clearance of small packages and freight.

ZIP Code™/Postal Code Information

The consignee's ZIP Code is a required part of the address for domestic shipments. When available, ZIP+4™ should be used.

The consignee's postal code, telephone number, and contact name are required parts of the address for international shipments.

Pickup Charge

UPS reserves the right to assess a surcharge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, for the pickup of prepaid shipments, or UPS 3 Day Select or UPS Ground Return Service packages, when no other packages are to be picked up.

UPS SonicAir Service Guarantee

On-schedule delivery of UPS SonicAir packages, where such services are available, to every address in the United States, and to all international destinations served, is guaranteed pursuant to the UPS SonicAir shipping document and the UPS SonicAir Terms and Conditions available at www.sonicair.ups.com barring circumstances out of UPS SonicAir's control, including, but not limited to, the following: airline delays; failure, unavailability or refusal of a person to release for pickup or 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 the customer; the application of security regulations imposed by the government, or otherwise applicable to the delivery location; a government agency hold; riots, strikes, lockouts, work stoppages or other labor disputes; war, military actions or police actions; acts of terrorism; civil commotions; disruptions in air or ground transportation networks; and natural disasters.

The service guarantee will not apply if (i) the shipper is provided with proof of timely delivery, consisting of the date and time of delivery and name of the person who signed for the shipment or signature release information; (ii) any package is shipped in violation of the UPS SonicAir Terms and Conditions; or (iii) a bill-to account number was provided at the time of shipment that was not in good credit standing and the package was not delivered until alternate payment arrangements were secured.

For additional terms and conditions, refer to the UPS SonicAir shipping document and the UPS SonicAir Terms and Conditions available at www.sonicair.ups.com.

UPS Service Guarantee

UPS guarantees on-schedule delivery of packages shipped via UPS Air Services, UPS Hundredweight Air Services, UPS 3 Day Select and UPS Hundredweight 3 Day Select, and UPS Ground and UPS Hundredweight Ground, where such services are available, to all 50 states and Puerto Rico.

UPS guarantees on-schedule delivery of packages shipped via UPS Worldwide Express Plus, UPS Worldwide Express NA1, UPS Worldwide Express, UPS Worldwide Expedited, UPS 3 Day Select From Canada and UPS Standard, where such services are available and provided that the customs clearance is performed by the UPS Supply Chain Solutions brokerage offices designated by UPS for clearing these packages and there is not a delay caused by certain events beyond our control, such as a government agency hold.

Customs clearance for the services listed above is provided by the UPS Supply Chain Solutions brokerage offices (formerly UPS Customhouse Brokerage offices) designated for handling small package customs clearance. Other UPS Supply Chain Solutions customs brokerage offices charge fees for clearance of small packages and freight.

"Business day" means Monday through Friday except the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day*
- Christmas Day
- Day after Christmas Day
- New Year's Eve*

*Delivery of UPS Air Services and International Packages only.

In the event UPS fails to attempt delivery within the time published on the UPS website, or as provided when 1-800-PICK-UPS is called, UPS, at its option, will either credit or refund the

transportation charges for each such package to the payer only, upon request, subject to the following conditions. This is the sole remedy available under the UPS Service Guarantee.

(a) UPS's guaranteed delivery schedule has been obtained by referencing UPS's website or contacting a UPS Customer Service office. "On-time" means, subject to the terms of this UPS Service Guarantee, delivery is attempted within the UPS guaranteed delivery schedule.

(b) Each package is properly recorded on a UPS source document or in a UPS automated shipping system.

(c) Each package in a shipment bears the appropriate UPS tracking label and an address label, or a combined label generated by a UPS automated shipping system, showing the consignee's correct name, deliverable address (UPS does not provide delivery to a P.O. box) and ZIP Code (or postal code for international shipments). In addition, UPS reserves the right, in its sole discretion, to refuse to honor a request for a credit or refund of transportation charges for a package when that package is not accompanied by a smart label and timely Package Level Detail (PLD) information, as defined in the UPS Tariff, at the time the package is tendered to UPS.

(d) Each UPS 2nd Day Air A.M. package is addressed to a commercial, not residential, address. A residential delivery is defined as provided in the UPS Tariff and in this service guide.

(e) Each package in a shipment bears a UPS Saturday Delivery routing label when optional Saturday service is requested and available.

(f) Each package in a shipment is tendered to UPS during UPS's published business hours. Packages received from or destined to certain locations may require earlier pick up times (available at the UPS website) to meet delivery time commitments.

(g) UPS is notified in writing or by telephone of a service failure within fifteen (15) calendar days from the date of scheduled delivery and is advised of the consignee's name and address, date of shipment, package weight and UPS tracking number.

(h) For UPS Worldwide Expedited shipments, the guarantee shall apply only to shipments originating in, or destined for, the United States, and when the billed party is resident in the United States and is responsible for all shipping charges.

Under no circumstances shall UPS be liable for any special, incidental or consequential damages, including, but not limited to, damages arising from 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.

The guarantee does not apply to packages tendered pursuant to Drop Shipments (as defined in the UPS Tariff), special operating plans, or customized handling or processing arrangements. The guarantee also does not apply to packages shipped using an automated shipping system that

is not located at the pick up address assigned to the UPS account number used to ship the package.

The guarantee does not apply to UPS shipments that 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; Hazardous Materials packages improperly offered for transport; the application of security regulations imposed by the government, or otherwise applicable to the shipment; riots, strikes or other labor disputes; civil unrest; disruptions in air or ground transportation networks; and natural disasters.

UPS reserves the right to refuse any request for a credit or refund when such request is either (a) made by, or (b) based on information obtained by, a party other than the payer of the shipping charges.

The guarantee does not apply to UPS commercial and residential Ground shipments or UPS Standard to Canada shipments that are picked up or scheduled to be delivered between December 11 and December 24.

In addition, except for UPS Next Day Air Early A.M. and UPS Worldwide Express Plus deliveries, the delivery commitment time for on-schedule delivery for all other Air and International service shipments delivered within the United States and Puerto Rico will be extended by 90 minutes on the Day after Thanksgiving Day, New Year's Eve, and during the seven calendar days before December 25, except for the Saturday before December 25 when the delivery commitment time will be extended to end of day.

Deliveries Attempted Three Times without Extra Charge

If UPS is unable to complete delivery of 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.

Delivery Change Requests

UPS may honor a request that UPS reroute a package to a consignee other than the consignee identified on a source document, or in the UPS automated shipping system for the package after tender of the package to UPS. UPS will honor such a request where practicable, and where the shipper has guaranteed payment of any applicable charges resulting from the change.

Shipper Release

A shipper may request that UPS release a package on the first delivery attempt. Shipper Release will be provided by UPS subject to the effective UPS Terms and Conditions of Service. When Shipper Release is selected, the shipper acknowledges and agrees that UPS will make only one delivery attempt, that a signature will not be obtained upon delivery, and that a UPS delivery

record showing a completed Shipper Release delivery shall be conclusive proof that delivery was completed. Shipper Release is provided solely at the shipper's risk of loss or damage arising from the release of the package by UPS and UPS will not be liable to shippers or third parties for any damages arising from the release of the package. Shipper Release is not available for packages having a value of more than \$999.00 (U.S.).

Special Handling of Undeliverable Packages

Domestic packages refused by the consignee, or which cannot be delivered due to any other cause beyond UPS's control, will be returned to the shipper at shipper's expense. A package returned to the shipper after delivery is subject to applicable Charges. The UPS Service Guarantee does not apply to undeliverable packages returned to the shipper.

International 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. 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.

Interruption of Service

UPS shall not be liable for any interruption of service due to causes beyond its 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; Hazardous Materials packages improperly offered for transport; the application of security regulations imposed by the government, or otherwise applicable to the shipment; riots, strikes or other labor disputes; civil unrest; disruptions in air or ground transportation networks and natural disasters.

UPS Rates

The applicable UPS Rates are determined on the basis of package and shipper characteristics, and are therefore subject to change. Shippers who have a UPS daily pickup account and/or a customized shipping agreement with UPS will receive Daily Rates. Daily Rates are also available upon request to shippers who receive On-Demand Rates and have multiple shipping accounts at a location with a UPS daily pickup account and/or sustained shipping revenue of at least \$105.00 each week for a consecutive six-month period. Shippers not eligible for Daily Rates will be subject to higher On-Demand Rates.

Shippers who receive Daily Rates, but no longer meet criteria to qualify for Daily Rates, will be charged On-Demand Rates without further notice from UPS. Shippers receiving On-Demand Rates who believe that they may qualify for Daily Rates based on a change in their package and shipper characteristics must contact UPS in order to be considered for Daily Rates. Upon request, UPS will then determine whether the shipper is eligible for Daily Rates, in UPS's discretion. Any rate changes will be applied prospectively only, and shippers will not be entitled to any

refunds or credits for charges or rates previously assessed, even if the shipper was previously eligible for Daily Rates.

Daily and On-Demand Rates do not apply to shippers located in Alaska or Hawaii. Shippers located in Alaska and Hawaii are subject to the UPS Rates published in the effective UPS Rate and Service Guide in effect at the time of shipping.

All shippers who process and pay for shipment of packages at The UPS Store or UPS Customer Centers will be subject to Retail Rates. Shippers who bring packages to a location of The UPS Store or UPS Customer Centers that are processed and billed to a UPS account or processed and billed through ups.com will receive their applicable Daily Rates or On-Demand Rates, respectively.

If a shipper selects a UPS service to a destination for which only a higher level of service is available, UPS will substitute the next higher level of available service and will charge the corresponding rate for the substituted service.

UPS may refer to the "UPS Express Envelope" and the "UPS Letter" interchangeably. The Letter rate applies only to shipments sent in UPS Express Envelope or UPS Letter packaging.

Billing Options for Domestic Shipments

Unless otherwise agreed to in writing by UPS, shipping charges will be billed to the shipper.

UPS accepts shipments for Collect billing and Third-Party billing provided the consignee or third party has a valid UPS account number and has agreed to accept the charges.

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 either Collect billing or Third-Party billing has been selected on the source document or in a UPS automated shipping system. An account number is invalid if it is the wrong 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. In the event of non-payment by the consignee or third party, the charges will be billed to the shipper. Regardless of the billing option selected, some charges, including, but not limited to, address correction charges, will be billed to the shipper.

Billing Options for International Shipments

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 billing options:

(a) Prepaid - The shipper pays all shipping charges, and the consignee pays duty/tax/V.A.T., if applicable.

(b) Freight Collect - The consignee pays shipping charges and duty/tax/V.A.T., if applicable.

(c) FOB - The shipper pays shipping charges to the port of export, and the consignee pays the balance.

(d) C&F - The shipper pays shipping charges to the port of import, and the consignee pays the balance.

(e) Delivered Duty Paid, V.A.T. Unpaid - The shipper pays all shipping charges and the destination country's duty, if applicable. The consignee pays the balance, such as V.A.T.

(f) Bill Duty, Tax and Shipping Charges to Shipper (Free Domicile) - The shipper pays the destination country's duty and tax, if applicable, in addition to all shipping charges.

(g) Third-Party Prepaid - The third party pays shipping charges and the receiver pays duty/tax/V.A.T., if applicable.

(h) Third-Party Freight Collect - The third party pays shipping charges and duty/ tax/V.A.T., if applicable. For U.S. shippers, the shipping charges and duty/tax/V.A.T. can be billed to third parties via the Free Domicile billing option.

An additional Duty and Tax Forwarding Surcharge will apply if the shipper selects a billing option in which duties and taxes are to be paid outside of the destination country.

UPS reserves the right in its sole discretion to request advance payment of shipping charges for any package sent to any international destination.

For all shipments where the shipper is not paying the shipping charges, the shipper must notify the bill payer prior to shipping. The shipper is liable for payment in the event of non-payment by the consignee or a third party. All shipments must have a valid UPS billing option indicated on the waybill. Regardless of the billing option selected, some charges, including, but not limited to, address correction charges, will be billed to the shipper.

Disbursement Fee

In order to expedite customs clearance, UPS may process payments of duties and taxes on behalf of the payer as dictated by the billing option selected. A Disbursement Fee of 2 percent of the amount processed (minimum fee of \$5.00), will be assessed and billed to the payer.

Currency Conversion Rate

Charges to a payer's account in a foreign currency will be converted to the payer's currency using a weekly exchange rate secured through Major Money Center Banks, plus an exchange fee, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping.

Payment of Charges

For purposes of this section, the term "Charges" means all applicable transportation and other charges, including, but not limited to, all applicable accessorial charges, surcharges, additional handling charges and late payment fees.

UPS's payment terms require payment of all Charges within seven (7) days after receipt of the UPS bill. The UPS Tariff contains provisions for a late payment fee on past due balances (including, without limitation, any previously assessed but unpaid late payment fees), and the shipper agrees to pay such late payment fees as may be assessed by UPS. The UPS Tariff also contains provisions for a fee that may be imposed if any negotiable instrument submitted to UPS as payment for Charges is returned to UPS unpaid or if any electronic request for payment is dishonored.

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 in the event of insolvency, bankruptcy, non-payment or refusal to pay by the consignee or third party.

UPS reserves the right to bill for Charges based upon the characteristics of, and services requested for, packages actually tendered to UPS. UPS reserves the right to audit invoices to verify service selection; package or shipment weight; applicability of any Charges; and to make appropriate adjustments. If Charges are paid for 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. The UPS Tariff contains provisions for a fee that will be imposed for any credit card transaction that is declined or rejected for any reason.

If a shipper submits package information to UPS (through an automated shipping system, source document or UPS Internet Shipping) and does not subsequently tender such package to UPS, it is the shipper's sole responsibility to request an adjustment. Shippers who fail to do so will be liable for all applicable Charges.

Shippers requesting an invoice adjustment (e.g., adjustment based on an incorrect rate, billable weight, account number or type of service, etc.) or a refund due to a duplicate payment must notify UPS of the request within 180 days after receiving the contested bill. A partial payment against an invoice is not considered a request for an invoice adjustment.

Residential Delivery

A residential delivery is defined as delivery to a location that is a home, including a business operating out of a home that does not have an entrance open to the public.

UPS Returns Services

UPS ReturnsSM

Authorized Return Service (ARS) - ARS is a contractual service that allows the shipper to order preprinted labels to send to their customer. The shipper signs an agreement based upon the

average weight and zone of their package characteristics. Upon execution of the agreement, the shipper calls 1-800-PICK-UPS to order return labels that are preprinted with the return address designated in the contract. Upon receipt of the preprinted return labels, the shipper encloses the return label with the outbound shipment or mails the label to the recipient separately. The recipient affixes the label to the UPS-compatible package and takes the package to a location of The UPS Store, UPS Drop Box (for returns via Ground or Air Service), UPS Customer Center or any UPS Authorized Shipping OutletSM. The recipient also can give the package to a UPS service provider or call 1-800-PICK-UPS to request a pickup for an additional fee. Packages can be returned from any address in the 50 states with ARS, where this service is available, via UPS Next Day Air, UPS 2nd Day Air, UPS 3 Day Select, and UPS Ground. Upon delivery of the package, the original shipper is billed the rate based upon the contract. There is no additional accessorial charge. ARS is not available for Hazardous Materials packages requiring shipping papers.

Print Return Label - Packages can be returned from any address in the 50 states with Print Return Label service, where this service is available, via UPS Next Day Air, UPS 2nd Day Air, UPS 3 Day Select, and UPS Ground.

Print Return Label service is not available via UPS Next Day Air Early A.M., UPS Next Day Air Saver, or UPS 2nd Day Air A.M. Print Return Label service is not available for Hazardous Materials packages requiring shipping papers.

The value limit for each Print Return Label package is \$1,000.00 (U.S.).

When requested via UPS WorldShip, UPS Internet Shipping, UPS CampusShip, or UPS OnLine Shipping Tool, a return label will be generated for the package. Upon delivery, a package returned using a Print Return Label 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 package will be assessed when Print Return Label service is requested. The applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied.

Electronic Return Label - Packages can be returned from any address in the 50 states with an Electronic Return Label, where this service is available, via UPS Next Day Air, UPS 2nd Day Air, UPS 3 Day Select and UPS Ground.

Electronic Return Label service is not available via UPS Next Day Air Early A.M., UPS Next Day Air Saver, or UPS 2nd Day Air A.M. Electronic Return Label service is not available for Hazardous Materials packages requiring shipping papers.

The value limit for each Electronic Return Label package is \$1,000.00 (U.S.).

When requested via UPS WorldShip, UPS Internet Shipping, UPS CampusShip, or UPS OnLine Shipping Tool, a return label will be generated for the package. Upon delivery, a package returned using an Electronic Return Label will be charged the rate calculated from the pickup location to the destination via the service selected. An additional charge for each Electronic Return Label package will be assessed when Electronic Return Label service is requested. The

applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied.

Print and Mail Return Label - Packages can be returned from any address in the 50 states with Print and Mail Return Label service, where this service is available, via UPS Next Day Air, UPS 2nd Day Air, UPS 3 Day Select, and UPS Ground.

Print and Mail Return Label service is not available via UPS Next Day Air Early A.M., UPS Next Day Air Saver, or UPS 2nd Day Air A.M. Print and Mail Return Label service is not available for Hazardous Materials packages requiring shipping papers.

The value limit for each Print and Mail Return Label package is \$1,000.00 (U.S.).

When requested via UPS WorldShip, UPS Internet Shipping, UPS CampusShip, UPS OnLine Shipping Tool, or UPS Returns on the Web, a return label will be generated for the package. Upon delivery, a package returned using a Print and Mail Return Label will be charged the rate calculated from the pickup location to the destination via the service selected. An additional charge for each Print and Mail Return Label package will be assessed when Print and Mail Return Label 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

1 UPS Pickup Attempt - Packages can be retrieved from any address in the 50 states with 1 UPS Pickup Attempt service, where this service is available, via UPS Next Day Air, UPS 2nd Day Air, UPS 3 Day Select, and UPS Ground.

1 UPS Pickup Attempt service is not available via UPS Next Day Air Early A.M., UPS Next Day Air Saver, or UPS 2nd Day Air A.M. 1 UPS Pickup Attempt service is not available for Hazardous Materials packages requiring shipping papers.

The value limit for each 1 UPS Pickup Attempt service package is \$1,000.00 (U.S.).

When requested via UPS WorldShip, UPS Internet Shipping, UPS CampusShip, an approved UPS Ready solution, UPS Returns on the Web, or UPS OnLine Shipping Tool, UPS will pick up a package and return it to the designated address. 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.

3 UPS Pickup Attempts - Packages delivered in the 50 states can be retrieved using 3 UPS Pickup Attempts service, where this service is available, via UPS Next Day Air, UPS 2nd Day Air, UPS 3 Day Select, and UPS Ground.

3 UPS Pickup Attempts service is not available via UPS Next Day Air Early A.M., UPS Next Day Air Saver, or UPS 2nd Day Air A.M. 3 UPS Pickup Attempts service is not available for Hazardous Materials packages requiring shipping papers.

The value limit for each 3 UPS Pickup Attempts service package is \$50,000.00 (U.S.).

When requested via UPS WorldShip, UPS Internet Shipping, UPS CampusShip, UPS OnLine Shipping Tool, an approved UPS Ready solution, or UPS Returns on the Web, UPS will pick up a package and return it to the shipper. Upon delivery, a package returned using 3 UPS Pickup Attempts service will be charged the rate calculated from the pickup location to the destination via the service selected. An additional charge for each 3 UPS Pickup Attempts service package will be assessed when 3 UPS Pickup Attempts service is requested. The applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied.

Call Tag - Packages delivered can be retrieved with a Call Tag via UPS Ground service (does not apply to Hazardous Materials packages requiring shipping papers).

Call Tag service is not provided via UPS Air Services or UPS 3 Day Select.

The value limit for each Call Tag package is \$50,000.00 (U.S.).

When requested by the shipper, UPS will pick up a package and return it to the shipper. A Call Tag service package will be charged the rate calculated from the pickup location to the destination plus an additional charge for each Call Tag service package will be assessed when Call Tag service is requested. The applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied.

The UPS Service Guarantee does not apply to shipments made using a Call Tag.

UPS ReturnsSM on the Web

UPS Returns on the Web service is a contractual service initiated by a merchant's end-users. The end-user starts the process via the merchant's website. After the end-user completes a return form, the program generates a return authorization code and package-tracking number, which are coded onto a return label that is transferred to the end-user via their web browser. End-users can then print and affix the label to the package they wish to return. The UPS Returns on the Web solution can also be used by phone representatives at the merchant site. Upon delivery, the shipper is billed according to the terms in the contract. The value limit per package for the web-browser Return Label, UPS Returns on the Web Print Return Label, Print and Mail Return Label and 1 UPS Pickup Attempt services is \$1,000.00 (U.S.). UPS Returns on the Web service is not available for Hazardous Materials packages requiring shipping papers.

The value limit per package for UPS Returns on the Web 3 UPS Pickup Attempts is \$50,000.00 (U.S.).

C.O.D. Packages

C.O.D. means, for all purposes, Collect On Delivery. UPS accepts C.O.D. packages for delivery throughout the United States and Puerto Rico.

Preparation and Listing of C.O.D. Packages: C.O.D.s are accepted for amounts up to \$50,000.00 (U.S.) 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 must enter such amount on the UPS source document in the space provided for that purpose. Each package in a UPS Hundredweight C.O.D. shipment must carry a C.O.D. tag for the goods contained in that package.

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.

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 (subject to the provisions of UPS Tariff Item 485), or, if collection cannot be made, will return the package to the shipper. The shipper must notify UPS within forty-five (45) days from the date of shipment of a C.O.D. shipment if the shipper has not received payment of the C.O.D. amount, or any claim relating thereto shall be deemed waived.

If collection cannot be made within three (3) delivery attempts or the consignee refuses delivery, UPS will return the package to the shipper.

Consignee's Checks in Payment of C.O.D.s: Unless instructions to collect a 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 a 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 a cashier's check, a money order, an 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 non-payment, 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. Remittances (checks, money orders, etc.) received that are less than the C.O.D. dollar amount indicated by the shipper will be reimbursed for the full amount unless the variance of the amount remitted is less than \$1.00 (U.S.).

Payment for any C.O.D. package of \$10,000.00 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.

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.

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 turns out to be invalid for any reason, including, but not limited to, insufficient funds or forgery, UPS shall not be liable upon the instrument.

C.O.D. packages with an amount to be collected in excess of \$500 (U.S.) will not be accepted for transportation via a UPS Drop Box.

Entry of a C.O.D. amount is not a declaration of value for purposes of purchasing declared value protection against loss or damage. Payment of the C.O.D. charge does not constitute payment of the declared value charge.

Currency in Payment of C.O.D.s: UPS will not accept currency in any amount for payment of C.O.D. shipments.

Charges for C.O.D. Collections: An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for each C.O.D. received for collection.

As with all packages, UPS will not be liable for any special, incidental or consequential damages for C.O.D. packages.

Weekly Service Charge

When daily pickup service is requested, a weekly service charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be applied. 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 a special pickup request. UPS may not call upon a UPS daily pickup service shipping account on any day in which the account indicates that there are no packages available for pickup.

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.

The charges are as follows:

- \$0 to \$14.99 \$16.00
- \$15.00 to \$59.99 \$11.00
- \$60.00 or more in weekly billed revenue \$7.00

Quantum View NotifySM Ship Notification

Upon request, UPS will provide notification, as directed by the shipper, of a shipment requested by the shipper. An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for each successfully faxed ship notification.

Saturday Pickup

UPS offers optional Saturday pickup of UPS Next Day Air Early A.M., UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air A.M., and UPS 2nd Day Air packages and UPS Hundredweight Air Services shipments for delivery in the United States and Puerto Rico where such services are available. The shipper should contact UPS for information regarding UPS's Saturday pickup area. UPS Air Services shipments picked up on Saturday receive the same delivery commitment as UPS Air Services shipments picked up on Friday. Saturday pickup service is provided by the following methods:

- (a) A shipper may request Saturday pickup by contacting a UPS Customer Service office on each Saturday, excluding holidays, for which the service is needed.
- (b) At the shipper's option, UPS will call at the shipper's premises every Saturday, excluding holidays, to pick up qualifying shipments. A service charge will be assessed if UPS calls at the shipper's premises on Saturday and there are no packages to be picked up on that day.

An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for each UPS Air Services package or UPS Hundredweight Air Services shipment tendered to UPS on Saturday.

Saturday Delivery

UPS offers optional Saturday delivery of UPS Next Day Air Early A.M., UPS Next Day Air, and UPS 2nd Day Air packages, and UPS Hundredweight Next Day Air and UPS Hundredweight 2nd Day Air shipments, where such services are available. The shipper should contact UPS for information regarding UPS's Saturday delivery area. A Saturday Delivery routing label, provided by UPS, must be attached to each package.

The shipper may request optional Saturday delivery of UPS Worldwide Express Plus shipments (subject to value limits) and UPS Worldwide Express shipments to specific locations in Canada, Germany and the United Kingdom by indicating the selection of this option on the UPS source

document or in a UPS automated shipping system and by attaching a Saturday Delivery routing label provided by UPS to each package.

Optional Saturday delivery of UPS Worldwide Express Plus and UPS Worldwide Express shipments from specific locations in designated countries to specific locations in the United States may be requested by indicating the selection of this option on the UPS source document for each shipment.

An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for each UPS Next Day Air Early A.M., UPS Next Day Air, UPS 2nd Day Air package and for each UPS Worldwide Express Plus and UPS Worldwide Express shipment received for Saturday delivery. This charge is billed to the payer of the transportation charges.

Hold for Pickup Service

The shipper may request UPS to hold a domestic package at a designated UPS Customer Center for pickup by the consignee. For each such package, the shipper will complete an address label showing the words "Hold for Pickup," the consignee's name, telephone number, the name of a contact person, and the full address of the designated UPS Customer Center. In addition, the shipper will apply a UPS Hold for Pickup label below the address label on the package.

UPS will hold the package at the designated UPS Customer Center and will attempt to contact the consignee at the telephone number shown on the label. Before releasing any package to a consignee or other recipient, UPS reserves the right to require sufficient verification as determined by UPS in its sole discretion of the recipient's name, address, authorization to receive the package, or any other information UPS deems necessary to release the package in its sole discretion. Recipients picking up packages addressed to a business may be required to provide identification issued by the business and a government-issued identification. Packages not picked up within five (5) business days from the date of arrival will be returned to the shipper at the shipper's expense.

UPS Next Day Air Early A.M. Verbal Confirmation of Delivery

The shipper may request optional Verbal Confirmation of Delivery when shipping via UPS Next Day Air Early A.M. Verbal Confirmation of Delivery is not available in Hawaii. When this service is selected, UPS will call the shipper to confirm delivery on the day of delivery. An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for each Verbal Confirmation of Delivery request and will be billed to the payer of the transportation charges.

Invalid UPS Next Day Air Early A.M. Shipment Charge

UPS reserves the right to assess a charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, for each UPS Next Day Air Early A.M. package shipped to a destination outside the UPS Next Day Air Early A.M. service area.

UPS Next Day Air and UPS 2nd Day Air Charges

For Next Day Air services, there is no weight limit for Express Envelopes containing correspondence, urgent documents and electronic media. When a Next Day Air service is selected, Express Envelopes containing items other than those listed above are subject to the corresponding rates for the applicable weight. The shipper agrees to comply with the requirements of the Private Express Statutes when using UPS 2nd Day Air A.M. and UPS 2nd Day Air services. For UPS 2nd Day Air services, Express Envelopes weighing one (1) pound or more are subject to the corresponding rates for the applicable weight.

Delivery Confirmation Services

Delivery Confirmation - At the time a shipper tenders a domestic package to UPS, the shipper may request Delivery Confirmation Service by indicating Delivery Confirmation on the UPS Shipping Record book 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; or, in the event of a return, the response will indicate the reason for the return and the date processed. An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for each such response. All responses will be consolidated and provided to the shipper in printed or electronic format.

Delivery Confirmation Signature Required (domestic and international) - A shipper may request UPS to obtain the recipient's signature and to include it on the Delivery Confirmation response. In such case, an additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed.

Delivery Confirmation Adult Signature Required (domestic and international) - 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, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed. 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.

A shipper may elect to direct the response to an address other than the return address specified on the shipping label. In such case, the response will be mailed individually, and an additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed.

Note: Only valid UPS accounts will receive responses via mail.

Proof of Delivery (P.O.D.)

Upon request, UPS will provide proof of delivery of a shipment via facsimile (fax) transmission or mail. The request must include a fax number, including area code, for an operating fax

machine or an address deliverable by the United States Postal Service. UPS reserves the right to assess the shipper an additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, for each successfully transmitted or mailed P.O.D.

Additional Handling Charge

An Additional Handling charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, may be assessed for the transportation of the following:

- Any article that is encased in an outside shipping container made of metal or wood.
- Any item, such as a barrel, drum, pail or tire, that is not fully encased in a corrugated cardboard shipping container.
- Any package with the longest side exceeding 60 inches or its second-longest side exceeding 30 inches.
- Any package qualifying as a Large Air Package.
- An Additional Handling charge will not be assessed to packages qualifying for a Large Package Surcharge.

UPS also reserves the right to assess the Additional Handling charge for any package that, in UPS's sole discretion, requires special handling.

Large Package

A package shipped using UPS Ground, UPS Air Services or UPS 3 Day Select is considered a "Large Package" when the package measurements exceed 130 inches in length and girth [(2 x width) + (2 x height)] combined, and is equal to or less than 165 inches.

A Large Package Surcharge (LPS) set forth in the UPS Rates applicable to the shipment in effect at the time of shipping will be applied to each UPS Ground, UPS Air Services, and UPS 3 Day Select package, including Hundredweight that meets the following criteria:

- The size of the package exceeds 130 inches in length and girth [(2 x width) + (2 x height)] combined, and/or
- The package is identified as OS3

The rate for a Large Package shipped using UPS Air Services or UPS 3 Day Select will be based on the greater of the dimensional weight or the actual weight and is subject to a minimum billable rate, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping.

LPS will not apply to Authorized Return Services UPS Ground packages

Each Large Package in a UPS Ground, UPS Air Services or UPS 3 Day Select multi-piece shipment may receive an LPS.

Address Correction Charge

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, apartment, or unit numbers, old addresses, and missing/incorrect ZIP Codes), UPS will determine and make reasonable efforts to secure the correct or complete address. An address validated by UPS may be incorrect or incomplete for purposes of completing delivery, and may be corrected by UPS. If the correct or complete address is secured, UPS 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, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for an address correction.

Manual Processing

UPS reserves the right to assess a manual processing charge of \$0.50 per package or \$35.00 per week (whichever is greater) on shippers who ship packages via a UPS shipping system that applies outdated UPS Rates until such time as the shipper upgrades the UPS shipping system to reflect current UPS Rates.

Fuel Surcharge

UPS reserves the right to institute a fuel surcharge on some or all shipments without prior notice. This surcharge may apply to any domestic or international transportation or other charges, including, but not limited to, any accessorial charge or surcharge. This surcharge will be applied to such services and for such periods as UPS, in its sole discretion, may determine necessary. The current fuel surcharge is described at ups.com.

Tracking/Tracing or Refund Request Charge

UPS reserves the right to assess the shipper a \$3.00 charge per request for package-tracking, package-tracing, or shipping-charge refund, subject to the following conditions:

- 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 20 percent of the shipper's package volume for that week, whichever is greater.
- This charge will not be assessed for a quantity of package-tracing requests equal to or less than 2 percent of the shipper's package volume for that week.
- This charge may be assessed for shipping-charge refund requests when the shipment in question was actually delivered in accordance with the UPS Service Guarantee.

Limitations of Liability

Each UPS domestic package or international shipment is automatically protected by UPS against loss or damage up to a value of \$100.00 (U.S.). Unless a greater value is recorded in the declared value field of the UPS source document or the UPS shipping system used, the shipper agrees that the released value of each domestic package or international shipment is no greater than \$100.00 (U.S.), which is a reasonable value under the circumstances surrounding the transportation, and

that UPS shall not be liable for more than \$100.00 for each domestic package or international shipment.

UPS's maximum liability per domestic package or international shipment, shall not exceed the lesser of: (1) \$100.00 (U.S.), (2) the lesser of the purchase price paid by the consignee (where the property involved has been sold to the consignee), the actual cost, or the replacement cost of the property at the time and place of loss or damage, or (3) the cost of repair of damaged property. If additional protection is desired, the shipper may declare a value in excess of \$100.00 (U.S.) by showing a value in excess of \$100.00 (U.S.) in the declared value field of the UPS source document or the UPS shipping system used. An additional charge as set forth in the UPS Rates in effect at the time of shipping will be assessed. UPS does not offer shippers' cargo insurance. Shippers desiring cargo insurance or all risk insurance should purchase such insurance from third parties. Shippers cannot declare a value for UPS Prepaid Letters.

UPS will not be liable for or responsible for loss or damage to: articles of unusual value (as defined in Item 460 of the UPS Tariff); Prepaid Letters; 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 item; loss or damage due to war risks, 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 the UPS 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; and special, incidental or consequential damages. Additionally, UPS will not be liable 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.

Where a value has been declared and the applicable charges paid, UPS's maximum liability shall not exceed the lesser of: (1) the declared value on the UPS source document or UPS shipping system used, (2) the lesser of the purchase price paid by the consignee (where the property involved has been sold to the consignee), the actual cost, or the replacement cost of the property lost or damaged, at the time and place of loss or damage, (3) the cost of repair of damaged property, (4) \$50,000.00 (U.S.) per package, except for: (i) packages shipped via a UPS Drop Box, in which case UPS's maximum liability shall be \$500.00 (U.S.) per package, (ii) packages 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 which case UPS's maximum liability shall be \$5,000.00 (U.S.) per package, (iii) packages returned via Print Return Label, Print and Mail Return Label, Electronic Return Label or 1 UPS Pickup Attempt Return Service, in which case UPS's maximum liability shall be \$1,000.00 (U.S.) per package, and (iv) packages for which Shipper Release is selected, in which case UPS's maximum liability shall be \$999.00 per package, or (5) \$500.00 (U.S.) for packages containing jewelry (not including costume jewelry) shipped via UPS international service.

Claims for loss of, or damage to, the shipper's property must be filed with UPS. For domestic shipments, claims not made within nine (9) months after delivery of the package or, in the case of non-delivery, within nine (9) months after a reasonable time for delivery has elapsed, shall be deemed waived. For international shipments, claims not made within sixty (60) days after delivery of the package, or in the case of non-delivery, within sixty (60) days after a reasonable time for delivery has elapsed, shall be deemed waived.

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 which are 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.

In no event shall UPS be liable for any special, incidental or consequential damages.

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 that it will not accept, or which UPS has a right to refuse.

Any declared value in excess of the maximums allowed in the applicable UPS Tariff or service guide is null and void. Acceptance for carriage of any package or shipment bearing a declared value in excess of the allowed maximums specified in the applicable UPS Tariff or service guide, or 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 the UPS Tariff or service guide limiting UPS's liability or responsibility for any such package or shipment.

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.

UPS Tariff

All shipments are subject to the terms and conditions contained in the UPS Tariff, which is available at UPS locations and can be found at [ups.com](http://www.ups.com). Access the UPS Tariff at <http://www.ups.com/content/us/en/resources/service/tariff.html>. UPS may engage subcontractors to perform transportation and incidental services and contracts on its own behalf and on behalf of its servants, agents and subcontractors, each of whom shall have the benefit of the Terms and Conditions set forth in this service guide and in the UPS Tariff. No such party has authority to waive or vary any of these Terms and Conditions.

The UPS Tariff; the effective UPS service guide and the description of UPS services at [ups.com](http://www.ups.com), which are incorporated in the UPS 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.

(Rev. 11/1/06)