

Terms and Conditions of International Service

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United Parcel Service through its affiliates (the "carrier") is engaged in the international transportation of small packages in UPS Worldwide Express Plus, UPS Worldwide Express, UPS Worldwide Expedited services. All packages covered under a single UPS Waybill shall be considered a single shipment.

Commodities Handled and Restrictions on Service

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

- a. No service shall be rendered in the transportation of articles of unusual value. Articles having a value or declared value of more than \$50,000 (U.S.) - \$500 (U.S.) for packages containing jewelry - will not be accepted for transportation. The maximum liability per package assumed by UPS shall not exceed \$100 (U.S.) regardless of the declaration of value in excess of \$100 (U.S.), provided that the shipper complies with the terms and conditions of the services hereby established. The maximum liability per package assumed by the applicable insurance company shall not exceed \$50,000 (U.S.) - \$500 (U.S.) for packages containing jewelry - regardless of the value in excess of the maximum, except for packages containing jewelry, in which case the maximum value or declared value is \$500 (U.S.) per package and the maximum carrier liability per package is \$500 (U.S.).
- b. No service shall be rendered in the transportation of any package or article weighing more than 150 pounds, or exceeding 108 inches in length, or exceeding a total of 130 inches in length and girth combined. Each package or article shall be considered as a separate and distinct shipment.
- c. No service shall be rendered by UPS in the transportation of any shipment which is prohibited by law or regulations of any federal, state, provincial, or local government in the origin or destination country.
- d. The maximum weight for a hazardous material package is 70 pounds unless further restricted in the UPS Guide for Shipping Ground and Air Hazardous Materials.
- e. 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 damage occasioned by exposure to heat or cold.

Right of Inspection

UPS reserves the right to open and inspect any package tendered to it for transportation.

Refusal of Unsafe Packages

UPS reserves the right to refuse any package which by reason of the dangerous or other character of its contents is liable, in the judgment of UPS, to soil, taint, or otherwise damage other merchandise or equipment, or which is economically or operationally impracticable to transport, or which is improperly packed or wrapped. Packages must be so packed or wrapped as to meet the requirements set forth in International Safe Transit Association Projects 1 and 1A as applicable. Common fireworks will not be accepted by UPS for transportation.

Services Not Provided

C.O.D. and Call Tag services are not provided for international shipments.

Provisions for Customs Clearance

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, or for the violation of U.S. laws on exportation (see 13 U.S.C. Section 305, 22 U.S.C. Section 401, 18 U.S.C. Section 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 payment in the event of nonpayment by the consignee. UPS provides brokerage service at no additional charge for routine customs clearance of UPS Worldwide Express Plus, UPS Worldwide Express and UPS Worldwide Expedited shipments.

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 U.S., 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 shipment 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. on behalf of the shipper to facilitate export. A processing fee, as set forth in the UPS rates applicable to the shipment at the time of shipping, will be assessed and billed to the shipper.

UPS will prepare a Certificate of Origin for goods manufactured and originating within the U.S. on behalf of the shipper when not provided by the shipper with the export documents. A processing fee, as set forth in the UPS rates applicable to the shipment 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 for 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, as set forth in the UPS rates applicable to the shipment at the time of shipment, will be assessed. These services are not available if any or all the shipping charges are billed to the consignee or if a consignee chooses a broker other than UPS.

Postal Code and Telephone Number

The consignee's postal code, telephone number, and contact name are essential information. To ensure prompt delivery, always include the postal code, telephone number, and contact name on the UPS Waybill or address label.

Saturday Delivery of UPS Worldwide Express Plus and UPS Worldwide Express Shipments

The shipper may request optional Saturday delivery of UPS Worldwide Express Plus shipments to specific locations in Canada (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 shipping record and by attaching a Saturday Delivery routing label (provided by UPS) to each package. 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 Worldwide Express Plus and UPS Worldwide Express shipment received for Saturday delivery.

Deliveries Attempted Three Times Without Additional Charge

If UPS is unable to make delivery of a shipment, a Delivery 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 will be made without additional charge.

Interruption of Service

UPS shall not be liable for any interruption of delivery service due to a cause beyond its control, including but not limited to, the absence of a person or the refusal of such person of accepting the delivery of the shipment, demure due to the consignee, force majeure, action of the public authorities on real or apparent authority over the facilities, action or omissions of the public customs authorities or the like, riots, strikes, or other labor disputes, public disturbances, factors that disrupts the air and ground transportation systems such as weather conditions and natural disasters, and an act of God.

Special Handling of Undeliverable Packages

UPS Worldwide Express Plus, UPS Worldwide Express, and UPS Worldwide Expedited shipments refused by consignee, or which for any other reason cannot be delivered, will be held, and the shipper will be contacted 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. Undeliverable Standard shipments to Canada will be promptly returned to the shipper without additional transportation charges.

UPS SonicAir Worldwide Service Guarantee

UPS guarantees on-schedule delivery of UPS SonicAir® packages to all international destinations served, barring circumstances out of UPS SonicAir's control, including, but not limited to, the following: airline delays, unavailability or refusal of a person to accept delivery of the shipment, acts of God, public authorities acting with actual or apparent authority on the premises, acts or omissions of customs or similar authorities, riots, strikes, or other labor disputes, civil commotions, disruptions in air or ground transportation networks, such as weather phenomena, and natural disasters.

Worldwide Service Guarantee

UPS guarantees on-schedule delivery of UPS Worldwide Express Plus, UPS Worldwide Express, and UPS Worldwide Expedited shipments. In the event UPS fails to complete delivery or attempt delivery within UPS's time commitment, UPS, at UPS's option, will credit or refund the shipping charges to the payer, upon request, subject to the following conditions:

- UPS's guaranteed delivery schedule has been obtained by referencing UPS's Web site or contacting UPS's Customer Service office.
- The shipment is properly documented on a UPS source document or in an automated UPS shipping system.
- Each package in the shipment bears the appropriate UPS tracking label and address label showing the consignee's correct name, deliverable address, and postal code.
- The shipment is tendered to UPS during UPS's published business hours.
- All applicable documentation required by the origin and/or destination country is complete and included with the

shipment.

f. 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 the UPS Tracking number.

g. For UPS Worldwide Expedited shipments, the guarantee shall apply only to shipments originating in, or destined for, the U.S., and when the billed party is resident in the U.S. and is responsible for all shipping charges.

The guarantee does not apply to shipments which are delayed due to causes beyond UPS's control including, but not limited to, the following: the unavailability or refusal of a person to accept delivery of the shipments, delays caused by the consignee, acts of God, public authorities acting with actual or apparent authority on the premises, acts or omissions of customs or similar authorities, riots, strikes or other labor disputes, civil commotion, disruptions in the air or ground transportation networks, such as weather phenomena, and natural disasters.

Rates

See the applicable rate chart in effect at the time of shipping for rates.

Billing Options

The amount billed includes, but is not limited to, shipping charges, duties, and taxes, if applicable. Unless otherwise restricted for the destination country in the applicable UPS service guide, UPS provides the following billing options:

- a. Prepaid -- The shipper pays all shipping charges and the consignee pays all other charges.
- b. Freight Collect -- The consignee pays all shipping charges and the destination country's duty and tax, 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.
- f. Bill Duty/Tax and Shipping Charges to Shipper -- The shipper pays all shipping charges and the destination duty and tax, if applicable.

The shipper must notify the consignee prior to shipping if any option other than Prepaid is selected, and that option must be indicated on the UPS Waybill in the space provided.

The amount to be billed to the shipper may be billed to a third party. This option is subject to the following conditions:

- The choice of the option must be indicated as specified on the shipping record provided to the carrier.
- The third party must be located in the United States and have a UPS account.
- The shipper agrees to guarantee payment of all charges in the event of nonpayment by the third party.

Disbursement Fee

In order to expedite customs clearance, UPS may advance duties and taxes on behalf of the payer as dictated by the billing option selected. A Disbursement Fee based on the amount advanced will be assessed and billed to the payer.

Payment for Service

UPS's credit terms require payment of all charges within seven (7) days after receipt of the UPS bill.

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.

Correction of Wrong Address

If UPS is unable to deliver any package because of an incorrect address, UPS will refer to the telephone directory and make every other reasonable effort to secure the correct address. If the correct address is secured, UPS will make another attempt at delivery and the shipper will be notified of the correction. An additional charge, as stated on the current rate chart, will be assessed for each Address Correction.

Tracking/Tracing Refund-Request Charge

UPS reserves the right to assess the shipper a charge, in the amount and under the conditions set forth in the UPS rates applicable to the shipment in effect at the time of shipping, for package-tracking/tracing or refund requests.

Fuel Surcharge

UPS reserves the right to institute a fuel surcharge on all shipments without prior notice. The surcharge will be applied for such periods as UPS may determine necessary.

Responsibility for Loss or Damage

Unless a greater value is declared in writing in the space provided on the shipping record provided to UPS, the shipper declares the released value of each package to be no greater than \$100 (U.S.), which is a reasonable value under the circumstances surrounding the transportation. For each \$100 (U.S.) or fraction thereof of declared value for insurance per package in excess of \$100 (U.S.), an additional charge, as stated on the current rate chart, applies. UPS will remit excess valuation insurance charges to an insurance company or companies as a premium for shipper's interest insurance for the

shipper's account and on its behalf. When UPS does so, claims for loss of or damage to the shipper's property will be filed and settled by UPS on behalf of the applicable insurance company. Shippers' Interest Policies are available for inspection at the office of UPS. 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. UPS shall not be liable for any punitive, special, incidental, or consequential damages.

UPS Tariff

All shipments are subject to the terms and conditions contained in the UPS Tariff, which is maintained at local UPS offices. NOTE: Some air shipments may be shipped by surface transportation.