



# 2022 UPS<sup>®</sup> Domestic Rate and Service Guide

## Daily Rates

Hong Kong SAR, China  
Effective June 26, 2022



ups.com®  
2735-3535

## UPS Gets The Job Done.

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As a global leader in logistics, UPS guaranteed on-time package and freight shipments are just a few of the many deliveries that we make every business day. We also deliver:

- Extensive knowledge and experience from the world's largest package delivery company to keep you competitive in a rapidly expanding international marketplace.
- Customised solutions and reliable services for shipping, tracking and billing from a global leader in technology to drive greater efficiency, helping to save you time and reduce costs.
- Sustainable shipping options from one of the most efficient global transportation networks in the world to help reduce carbon emissions and conserve resources.

All of this helps make the best delivery of all possible — your satisfaction and, most importantly, your customers' satisfaction. When that's delivered, we know we've done our job.

To learn more about what we can deliver for your business, visit [ups.com/solutions/hk](https://www.ups.com/solutions/hk).

# UPS Domestic Shipping Service

## LETTER/DOCUMENT/PACKAGE

| Service                    | Delivered By                      | Destinations                             |
|----------------------------|-----------------------------------|--|
| NEXT DAY                   |                                   |  |
| UPS Domestic Express Saver | Guaranteed delivery by end-of-day | To all districts of Hong Kong SAR, China |

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**Note:**  
Conditions and restrictions, including the UPS Terms and Conditions of Service, apply. For details, please contact our Customer Service Representatives.

# Determine the Weight and Size

## UPS Domestic Express Saver Service

### Billable Weight:

#### Actual or Dimensional?

Determining which weight to use in calculating your rate requires that you determine which rule applies. Different rules apply depending on the service selected.

Actual weight is the weight of the package rounded up to the next half kilogram.

Dimensional weight considers density, which is the amount of space a package occupies in relation to its actual weight.

Billable weight is the weight used to calculate the rate. The billable weight will be the greater of the package's actual or dimensional weight.

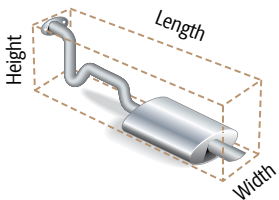
#### Note:

Packages that exceed UPS weight and size limit are not accepted for transportation. Contact our Customer Service Representatives for details.

#### Irregularly-shaped Packages

Measure boxes or containers that are not rectangular to determine dimensional weight and whether the package is within maximum limits.

Treat the irregularly-shaped package as if it is in a regular rectangular box. Measure the length, width and height of the package from its extreme points.



#### Step 1

##### Determine the Actual Weight:

Use a scale to determine the weight of the package. Increase fractions of a weight to the next half kilogram.

#### Step 2

##### Determine the Dimensional Weight:

Calculate the cubic size by multiplying the length by the width and by the height (each rounded off to the nearest whole centimetre) of each package.

Divide the cubic size of the package by 5,000 to determine the dimensional weight in kilograms. Increase fractions of a weight to the next half kilogram.

#### Step 3

##### Determine the Shipment Weight:

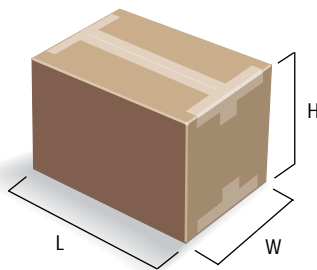
Rates for multiple-piece shipments\*, which include UPS Express Paks and packages shipped to a single receiver on the same day, are based on the

$$\left[ \begin{array}{l} \text{Dimensional Weight} \\ \text{in Kilograms} \end{array} \right] = \frac{L \times W \times H}{5,000}$$

L = Length in centimetres

W = Width in centimetres

H = Height in centimetres



total shipment weight of an individual shipment. This means substantial savings over single-piece rates. To determine a shipment's total billable weight, use the greater of each package's actual or dimensional weight.

#### Additional Information: Weight and Size Limits

- Maximum weight per package is 70 kg.
- Maximum length per package is 274 cm.
- Maximum size per package is 400 cm in length and girth [(2 x width) + (2 x height)] combined.
- There is no limit to the total shipment weight or number of packages in a shipment.

#### Freight Collect Shipment

Shipping charges will be reversed to the shipper if the consignee refuses to make payment.

- \* Multiple-piece shipment refers to a shipment consisting of packages and/or documents sent via a single waybill number.

#### Note:

Future Changes – Rates, charges, service explanation, and services are subject to change without prior notice.

# Domestic - UPS Domestic Express Saver

Rates shown are in HK Dollars.

For document shipments weighing over 0.5 kg, refer to the UPS Domestic Express Saver Non-Document rates.

## Documents

|       |        |
|-------|--------|
| Rates | 184.00 |
|-------|--------|

## Non-Documents

| Shipment Weight (kg) | Rates  | Shipment Weight (kg) | Rates    | Shipment Weight (kg) | Rates    | Shipment Weight (kg) | Rates    | Shipment Weight (kg)                                      | Rates    |
|----------------------|--------|----------------------|----------|----------------------|----------|----------------------|----------|---|----------|
| 0.5                  | 184.00 | 10.5                 | 688.00   | 21.0                 | 1,334.00 | 41.0                 | 2,528.00 | 61.0  | 3,651.00 |
| 1.0                  | 205.00 | 11.0                 | 720.00   | 22.0                 | 1,395.00 | 42.0                 | 2,586.00 | 62.0  | 3,706.00 |
| 1.5                  | 207.00 | 11.5                 | 752.00   | 23.0                 | 1,456.00 | 43.0                 | 2,644.00 | 63.0  | 3,760.00 |
| 2.0                  | 209.00 | 12.0                 | 783.00   | 24.0                 | 1,517.00 | 44.0                 | 2,701.00 | 64.0  | 3,814.00 |
| 2.5                  | 211.00 | 12.5                 | 814.00   | 25.0                 | 1,578.00 | 45.0                 | 2,758.00 | 65.0  | 3,868.00 |
| 3.0                  | 212.00 | 13.0                 | 845.00   | 26.0                 | 1,639.00 | 46.0                 | 2,815.00 | 66.0  | 3,922.00 |
| 3.5                  | 234.00 | 13.5                 | 876.00   | 27.0                 | 1,700.00 | 47.0                 | 2,872.00 | 67.0  | 3,976.00 |
| 4.0                  | 267.00 | 14.0                 | 907.00   | 28.0                 | 1,760.00 | 48.0                 | 2,929.00 | 68.0  | 4,030.00 |
| 4.5                  | 300.00 | 14.5                 | 938.00   | 29.0                 | 1,820.00 | 49.0                 | 2,985.00 | 69.0  | 4,083.00 |
| 5.0                  | 333.00 | 15.0                 | 969.00   | 30.0                 | 1,880.00 | 50.0                 | 3,041.00 | 70.0  | 4,136.00 |
| 5.5                  | 366.00 | 15.5                 | 1,000.00 | 31.0                 | 1,940.00 | 51.0                 | 3,097.00 | For shipment weight above 70 kg (Deficit Weight* applies) |          |
| 6.0                  | 399.00 | 16.0                 | 1,031.00 | 32.0                 | 2,000.00 | 52.0                 | 3,153.00 | Over 70kg (Price per kg)                                  | 59.00    |
| 6.5                  | 432.00 | 16.5                 | 1,062.00 | 33.0                 | 2,060.00 | 53.0                 | 3,209.00 |   |          |
| 7.0                  | 464.00 | 17.0                 | 1,092.00 | 34.0                 | 2,119.00 | 54.0                 | 3,265.00 |   |          |
| 7.5                  | 496.00 | 17.5                 | 1,122.00 | 35.0                 | 2,178.00 | 55.0                 | 3,321.00 |   |          |
| 8.0                  | 528.00 | 18.0                 | 1,152.00 | 36.0                 | 2,237.00 | 56.0                 | 3,376.00 |   |          |
| 8.5                  | 560.00 | 18.5                 | 1,182.00 | 37.0                 | 2,296.00 | 57.0                 | 3,431.00 |   |          |
| 9.0                  | 592.00 | 19.0                 | 1,212.00 | 38.0                 | 2,354.00 | 58.0                 | 3,486.00 |   |          |
| 9.5                  | 624.00 | 19.5                 | 1,242.00 | 39.0                 | 2,412.00 | 59.0                 | 3,541.00 |   |          |
| 10.0                 | 656.00 | 20.0                 | 1,272.00 | 40.0                 | 2,470.00 | 60.0                 | 3,596.00 |   |          |

### Note:

Conditions and restrictions, including the UPS Terms and Conditions of Service, apply. For details, please contact our Customer Service Representatives.

# In some instances, shipments may be more economically charged if rated at a higher weight than the actual weight. The UPS billing system will automatically compute both rates and charge the lower of the two.

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# Services with Additional Charges

## Contractual

### Dangerous Goods

Dangerous goods are articles or substances which are capable of posing a significant risk to health, safety or property if not handled and shipped in a proper manner. There are various laws, regulations and rules governing the transportation of dangerous goods.

UPS offers a contractual service which ensures that your dangerous goods shipments are handled and shipped in accordance with domestic regulations via our network.

The accessible\* and inaccessible\*\* classification applies, depending on Dangerous Goods class.

### Dry Ice

Shipments containing Dry Ice (Carbon Dioxide, solid) refrigerating Hazardous or non-Hazardous Materials require either a Dangerous Goods (DG) or a Special Commodities (SC) contract. A surcharge of HK\$39 will apply per package or pallet. Dry Ice must be packed in packagings designed and constructed to permit the release of Carbon Dioxide gas to prevent a buildup of pressure that could rupture the packagings. Prepare and process these packages through WorldShip® or UPS CampusShip® shipping systems, UPS® Developer Kit or an approved UPS Ready® solution.

| Type of Service                   | Surcharge (whichever is greater)           |  |
|-----------------------------------|--|--|
|                                   | Accessible Dangerous Goods                 | Inaccessible Dangerous Goods               |
| <b>UPS Domestic Express Saver</b> | HK\$995 per shipment or HK\$91 per package | HK\$663 per shipment or HK\$60 per package |

For a detailed listing of UPS acceptable classes and commodities of dangerous goods, please contact our Customer Service Representatives.

\* Accessible Dangerous Goods: Class 1.4 Explosives, Class 2.1 Flammable Gas, Class 2.2 Non-Flammable Gas in Cargo Aircraft Only (CAO) quantities, Class 3 Flammable Liquid, Class 4 Flammable Solid, Dangerous When Wet, Class 5 Oxidisers and Organic Peroxides and Class 8 Corrosives.

\*\* Inaccessible Dangerous Goods: Class 2.2 Non-Flammable Gas in Passenger (PAX) and Limited (LQ) quantities, Class 6 Toxic and Infectious Substances, Class 7 Radioactive Material and Class 9 Miscellaneous Dangerous Substances.

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# Services with Additional Charges

## Non-Contractual

### Declared Value Charge

For each shipment over HK\$777, you may purchase additional coverage against loss or damage at HK\$16.30 for each additional HK\$777 or fraction thereof. Charges for declared value can be billed to the shipper, the receiver, or to a third party.

### Domestic Freight Collect (DFC)

There is no charge for convenient option of Freight Collect billing but this service is only available to Credit Shipper and Credit Consignee only.

### Undeliverable Package Return Charge

Shipments refused by the consignee, or which for any other reason cannot be delivered, will be held, and UPS will attempt to contact the shipper for further instructions, including return. Applicable transportation costs plus a HK\$78 surcharge per undeliverable shipment apply to any return, at the shipper's expense.

### Direct Delivery Only

Direct Delivery Only shipments are only delivered to the address on the shipping label and may not be rerouted, redirected or delivered to an alternate address. The shipments are eligible for Hold for Pickup at UPS Customer Centre, Reschedule Delivery and Return to Sender. This service is available for residential and commercial shipments. A fee of HK\$17 applies to each package in the shipment.

### Address Correction

An additional charge of HK\$94 per package or a maximum of HK\$273 per shipment may be billed to the shipper for unsuccessful delivery because of an incorrect address, or if addressed to a P.O. Box. In UPS Internet Shipping, the system will prompt residential surcharge if shipper indicates residential.

### Residential Surcharge

UPS provides delivery service to residential addresses as well as business addresses. A residential delivery is one made to a home, including a business operating out of a home. For each residential delivery, an additional charge of HK\$30 per shipment applies.

### Bill Receiver/Freight Collect Refusal Fee

An account number is invalid if it is not the correct account number for the bill-to party, or if it is the account number for a consignee or third party who fails to pay the shipping charges. A fee of HK\$80 per shipment will be charged for shipments with an invalid account number.

### Look-up Surcharge

For every shipment with a missing or invalid account number, for the bill-to party, UPS will perform a "look-up" by tracing the correct account number or creating a temporary account to bill the consignee or third party. A fee of HK\$8 per shipment will be billed to the shipper for every "look-up" service performed.

### Rebill Fee

A fee of HK\$100 applies for each shipment to amend billing instructions of a UPS invoice, for e.g. to change billing option, billing account, credit card for payment, etc.

### Delivery Confirmation Signature Required and Delivery Confirmation Adult Signature Required

UPS Delivery Confirmation\* services are available prior to the release of your shipment.

Both services will require the UPS service provider to request for a signature before releasing the shipment. However, with the Delivery Confirmation Adult Signature Required service, UPS will only release a shipment to an adult (a person of at least 21 years old\*\*) and may request for a government-issued photo identification for age verification. UPS will obtain a signature from the adult recipient and provide printed confirmation of delivery including the signature.

A surcharge of HK\$18 and HK\$32 per shipment will be imposed for Delivery Confirmation Signature Required service and Delivery Confirmation Adult Signature Required service respectively.

### Additional Handling Charge\*

An additional handling charge of HK\$49 per package will apply to the following:

- Any article that is not fully encased in corrugated cardboard, including but not limited to metal, wood, hard plastic, soft plastic (e.g. plastic bag) or expanded polystyrene foam (e.g. styrofoam)
- Any cylindrical item, such as a barrel, drum, pail, or tyre, that is not fully encased in a corrugated cardboard shipping container
- Any package with the longest side exceeding 122 cm or its second longest side exceeding 76 cm
- Any package with an actual weight greater than 32 kg
- Each package in a shipment where the average weight per package is greater than 32 kg and the weight for each package is not specified on the source document or the UPS automated shipping system used

### Large Package Surcharge - Minimum Billable Weight (MBW)

A package is considered a "Large Package" when its length plus girth [(2 x width) + (2 x height)] combined exceeds 300 cm, but does not exceed the maximum UPS size of 400 cm.

Large Packages are subject to a minimum billable weight of 40 kg, at a surcharge of HK\$479 per package.

An Additional Handling Charge will not be assessed when a Large Package Surcharge is applied.

\* Only available for customers using a UPS compliant shipping system that produces a smart label.

\*\* UPS is not liable for inaccurate age assessment.

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

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# Other Additional Charges

## Over Maximum Limits Fee

UPS small package services do not accept shipments exceeding the following weight and dimensions. If in UPS's discretion, UPS does accept shipments exceeding these maximum limits, an Over Maximum Limits Fee of HK\$1,556 per package will apply to the following:

- Maximum weight per package of 70 kg
- Maximum length per package of 274 cm
- Maximum size per package of 400 cm in length and girth [(2 x width) + (2 x height)] combined

## UPS Carbon Neutral\*

Offset the climate impact of your shipping with UPS carbon neutral. When you select UPS carbon neutral during shipment preparation, UPS will purchase offsets to mitigate the carbon (CO<sub>2</sub>) emissions associated with the transport of your shipment.

Fee: HK\$6 per package.

## Prohibited Item Fee

Shipments that are tendered to UPS in contravention of or not in compliance with applicable laws and regulations or UPS's terms and conditions of service or contractual service (including, but not limited to, prohibited shipments or shipments that UPS does not accept or regularly provide service for without an exception, e.g. dangerous goods and hazardous materials) are subject to a fee of HK\$1,167 per package. This fee is without prejudice and in addition to the shipper's responsibility for all other sums that UPS may incur and claims against UPS resulting from the contravention or non-compliance.

## Manual Air Waybill (MAWB)

### Order Surcharge

A surcharge will be imposed on MAWB order at HK\$200 per set or part thereof, with each set comprising five pieces of MAWB. The surcharge will be collected from the requestor at the time of MAWB delivery.

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### Note:

Conditions and restrictions, including the UPS Terms and Conditions of Service, apply. For details, please contact our Customer Service Representatives.

Future Changes – Rates, charges, service explanation, and services are subject to change without prior notice.

For additional information and services, please contact Customer Service Representative or Your Account Manager.

# Terms and Conditions of Service

Effective June 26, 2022

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

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

There are no stopping places agreed upon at the time of tender of the shipment, and UPS reserves the right to route the shipment in any way UPS deems appropriate.

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

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

## Commodities Handled and Restrictions on Service

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

- (i) No service shall be rendered in the transportation of any packages or articles with an actual weight of more than 70 kilograms (or 150 lbs) or exceed 274 centimetres (or 108 inches) in length or a total of 400 centimetres (or 157 inches) in length and girth combined.
- (ii) No service shall be rendered in the transportation of any packages or articles with an actual value in excess of USD 50,000 per package (or the local currency).
- (iii) No service shall be rendered in the transportation of packages containing any prohibited article listed on the UPS website (ups.com®), including, but not limited to, articles of unusual value (such as coins, currency, postage stamps, negotiable instruments (except checks), money orders), and dangerous goods. Refer to UPS Rate and Service Guide for more information about dangerous goods. Under applicable law, certain goods may only be transported under prescribed conditions and certain goods are prohibited from transportation by air.
- (iv) UPS does not regularly provide service for shipments containing live animals. UPS will only accept live animal shipments on an exception basis. Transportation for shipments containing live animals is limited, must be prearranged, and as with all other shipments, will be provided only according to the terms and conditions contained in the UPS Rate and Service Guide.
- (v) UPS does not provide a protective service for the transportation of perishable commodities or commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for any damage arising from the transportation.
- (vi) No service shall be rendered in the transportation of any shipment which is prohibited by applicable law or regulations in the origin or destination country, or which UPS may determine, in its sole discretion, to be so prohibited. Prohibited articles found in the UPS network or restricted articles not properly prepared in accordance with presiding regulations are subject to an additional prohibited item fee. UPS reserves the right in its sole and unlimited discretion to dispose, submit to authorities or return such packages to the shipper at the shipper's expense. Such charges apply in addition to all other applicable charges including all disposal fees.

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

## Large Package Surcharge

An additional charge applies for packages that are considered large. A package is considered a "Large Package" when its length plus girth [(2 X width) + (2 X height)] combined exceeds 300 centimetres (118 inches), but does not exceed the maximum UPS size of 400 centimetres (157 inches). Large Packages shipped are subject to a minimum billable weight of 40 kilograms (90 pounds).

An Additional Handling Charge will not be assessed when a Large Package Surcharge is applied.

## Over Maximum Limits Charges

Packages that exceed the weight or size restrictions set forth in the Terms and Conditions of Service ("Items Not Accepted for Transportation") are subject to one or more of the following additional charges: Over Maximum Weight, Over Maximum Length, or Over Maximum Size. Such charges apply in addition to all other applicable charges, including but not limited to the Large Package Surcharge.

## Additional Handling Charge

An Additional Handling charge will be assessed for any package that requires special handling, as determined by UPS in its sole discretion, including, but not limited to:

- (i) Any article that is not fully encased in corrugated cardboard, including but not limited to metal, wood, hard plastic, soft plastic (e.g. plastic bag) or expanded polystyrene foam (e.g. styrofoam);

# Terms and Conditions of Service

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- (ii) Any cylindrical-like item, such as a barrel, drum, pail, or tire, that is not fully encased in a corrugated cardboard shipping container;
- (iii) Any package with the longest side exceeding 122 centimetres (or 48 inches) or its second-longest side exceeding 76 centimetres (or 30 inches);
- (iv) Any package with an actual weight greater than 32 kilograms (or 70 pounds); and
- (v) Each shipment, where the average weight per package is greater than 32 kilograms (or 70 pounds) and the weight for each package is not specified in the UPS Shipping System used.

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

### Timely Upload of PLD

The Shipper must provide Timely Upload of Package Level Detail ("PLD") to UPS. If timely upload of PLD is not provided, certain UPS services are unavailable, including but not limited to Paperless Invoice Service and Service Guarantee. Timely Upload of PLD as used in these Terms refers to the electronic transmission of all applicable PLD information to UPS at or before the time that Shipments are tendered to UPS. PLD includes, but is not limited to, Consignee's full name, complete delivery address, and Shipment dimensions and weight.

By including the email address of the Consignee or associated addressee in PLD for a Shipment ("PLD Email Address(es)"), the Shipper acknowledges and agrees that UPS may send notifications related to the delivery of such Shipment to the Shipment's associated PLD Email Address(es) and may use such PLD Email Address(es) in accordance with the UPS Privacy Notice in effect at the time of shipping, to the extent permitted by law. The Shipper warrants that (i) informed and specific consent has been secured from the individual associated with each PLD Email Address(es) to receive notifications related to the delivery of such Shipments and for use by UPS of the PLD Email Address in accordance with the UPS Privacy Notice in effect at the time of shipping, to the extent permitted by law and that (ii) the PLD Email Address(es) is accurate and is controlled by the Consignee or associated addressee for the Shipment with which it is associated. The Shipper shall defend, indemnify and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from and against any and all liability, losses, damages, costs and expenses (including reasonable legal fees) of any nature whatsoever incurred or suffered in connection with damages arising out of or resulting from any breach of the warranties in the previous sentence.

### Deliveries Attempted Three Times Without Extra Charge

Where applicable, if UPS is unable to complete delivery of a shipment, a notice will be left at the consignee's address stating that delivery has been attempted. Thereafter, a second, and if necessary, a third attempt to deliver the packages will be made without additional charge.

UPS may deliver a shipment to the consignee or the consignee's actual or apparent agent or representative or pursuant to consignee's instructions, to the address or location specified in the UPS shipping system, to any person present

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

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

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

### Refusal and Suspension of Service

If it comes to the attention of UPS that any shipment does not meet any of the above restrictions or conditions, UPS may refuse to transport the relevant shipment, if carriage is in progress, UPS may suspend carriage and hold the shipment. UPS further reserves the right to deal with such a shipment in any manner in its sole discretion and solely at the shipper's risk and expense, including but not limited to, returning the shipment to the shipper, submitting the shipment to government authorities, or disposing of such shipment.

UPS also reserves the right to refuse to provide service, among other reasons, for any package which by reason of the dangerous or other character of its contents may, in the sole judgment of UPS, soil, taint, or otherwise damage other packages or UPS's equipment, or which is improperly or insecurely packed or wrapped. In addition, UPS reserves the right either to refuse to provide service for any package or to or from any location, or to provide alternative service arrangements, when, among other reasons, UPS, in its sole discretion, deems that it is unsafe or economically or operationally impracticable to provide service.

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

The shipper will be responsible for the reasonable costs and expenses of UPS (including storage), for such losses, taxes and customs duties as UPS may suffer and for all claims made against UPS because a shipment does not meet any of the

# Terms and Conditions of Service

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restrictions or conditions in the Commodities Handled and Restrictions on Service clause above or because of any refusal or suspension of carriage or return of a shipment by UPS pursuant to these terms.

UPS shall not be liable for, and the UPS Service Guarantee shall not apply to, any interruption of service due to causes beyond UPS's control including, but not limited to: the unavailability or refusal of a person to accept delivery of the shipment, acts of God, natural disasters, war risks, acts of terrorism, hijacking, robbery, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, insufficient information provided by a customer, the application of security regulations imposed by the government or otherwise applicable to the shipment, riots, a government agency hold, strikes or other labor disputes, civil unrest, disruptions of any kind in national or local air or ground transportation networks (including, but not limited to, UPS's transportation network), pandemic, epidemic, or other public health conditions, disruption or failure of communication and information systems, and adverse weather conditions.

### Hold for Pickup and Hold at Location Services

At the time a shipper tenders a shipment to UPS, the shipper may request that UPS hold a package at a designated UPS Customer Center for pickup by the consignee. For each such shipment, 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 shipment.

UPS will hold the shipment at the designated UPS Customer Center and will attempt to contact the consignee at the telephone number shown on the label. Shipments not picked up within five (5) business days from the date of arrival will be considered undeliverable.

### Packaging

It is the responsibility of the shipper to ensure that proper packaging is used and that contents are adequately and securely packed, wrapped and cushioned for transportation. The use of UPS-provided packaging (including but not limited to materials, supplies and assistance) is *not* a guarantee that an item is sufficiently packaged for transportation.

When shipping certain electronic media containing sensitive personal information, it is recommended that the shipper retain a copy of the data and secure the data on the electronic media through encryption or other technological means. UPS is not liable or responsible for loss of, damage to, or irretrievability of data stored on electronic media, or loss of information.

### Right of Inspection

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

### Accuracy of Declarations

The shipper certifies that all statements and information relating to the shipment are true and correct. Furthermore, the shipper understands that civil and criminal liabilities, including forfeiture and sale, may be imposed for making false or fraudulent statements.

Penalties, storage charges or other expenses incurred as a result of an action by customs and/or any other local authorities or failure by the shipper or consignee to provide complete and accurate statements and/or documentation will be charged to the consignee along with any applicable duty or tax. The shipper shall be liable in the event of non-payment by the consignee.

### Rates

The effective rates are the UPS Rates published in the effective UPS Rate and Service Guide for the service selected by the shipper, which apply to the shipper and the shipment and are in effect at the time of shipping, plus any additional charges or rates for nonstandard service, additional or nonstandard usage, and any other additional charges referenced in the effective UPS Rate and Service Guide, or those applicable additional rates set out in any customised contracts. To determine the amount of any charge for UPS service, consult the effective UPS Rates upon request at the local UPS office.

### Payment

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

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

UPS shall have a general and continuing lien on any and all shipments for which services are being provided by UPS that come into UPS's actual or constructive possession or control for monies owed to UPS with regard to the shipment on which the lien is claimed and/or any and all prior shipment(s).

### Missing/Invalid Account Number or Refusal Fee

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

### Interruption of Service

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

UPS shall not be liable for, and the UPS Service Guarantee shall not apply to, any interruption of service due to causes beyond UPS's control including, but

# Terms and Conditions of Service

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## (Continued)

not limited to: the unavailability or refusal of a person to accept delivery of the shipment, acts of God, natural disasters, war risks, acts of terrorism, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, insufficient information provided by a customer, the application of security regulations imposed by the government or otherwise applicable to the shipment, riots, a government agency hold, strikes or other labor disputes, civil unrest, disruptions of any kind in national or local air or ground transportation networks (including, but not limited to, UPS's transportation network), disruption or failure of communication and information systems, and adverse weather conditions.

### UPS Service Guarantee

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

The Service Guarantee does not apply where late delivery results from non-compliance with the restrictions or conditions in the Commodities Handled and Restrictions on Service clause, from the exercise of any lien by UPS in accordance with these terms, where either the Refusal and Suspension of Service clause or the Interruption of Service clause apply. The UPS Service Guarantee does not apply to (i) packages or pallet subject to a Large Package Surcharge, Oversize Pallet Handling Surcharge or Additional Handling Charge; (ii) shipments containing any package that exceed maximum size or weight limits; (iii) shipments containing any package or pallet subject to a Large Package Surcharge, Oversize Pallet Handling Surcharge, Additional Handling Charge, or that exceed maximum size or weight limits; (iv) any shipments containing International Dangerous Goods (IDG), or (v) shipments without timely upload of PLD.

For the avoidance of doubt, UPS's liability under the Service Guarantee is limited to the above and the Service Guarantee does not otherwise constitute any form of undertaking or representation that the shipment will arrive by any particular time.

UPS may also cancel or suspend the UPS Service Guarantee for any service(s), and for any period of time, as determined by UPS in its sole discretion, and without prior notice.

### Billing Options

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

Bill Shipping Charges to:

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

Shipper guarantees payment of all charges payable to UPS by the receiver or third party designated on the waybill. For all shipments where the shipper is not paying the shipping charges, the shipper must notify the bill payer prior to shipping, and that option must be indicated on the UPS Waybill in the space provided. UPS reserves the right in its sole discretion to request advance payment of shipping charges for any package or pallet sent to or from any destination or origin.

### Responsibility For Loss or Damage

Where (and to the extent that) other mandatory local law applies, the liability of UPS is governed by and will be limited according to the applicable laws.

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

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

The shipper may increase UPS's liability limit up to the actual value of the shipment by declaring a higher value for carriage and paying an additional charge as stated in the Rate and Service Guide. The declared value for carriage shall not exceed the actual value of the shipment or the actual value limits specified in the Commodities Handled and Restrictions on Service clause, whichever is lower.

Specifically for permitted shipments of jewelry, unset precious stones, and industrial diamonds, the declared value (and consequently UPS's liability limit for such shipments) shall not exceed the actual value of the shipment and is subject to a further maximum limit of USD 1,000 per package (or the local currency equivalent) if such a shipment is tendered from eligible origins to eligible destinations set forth at ups.com/jewelry.

UPS does not offer shippers' cargo insurance. Shippers desiring cargo insurance or all risk insurance should purchase such insurance from third parties.

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## (Continued)

UPS shall not be liable or responsible for loss or damage due to causes beyond UPS's control, including but not limited to: acts of God, natural disasters, war risks, acts of terrorism, hijacking, robbery, nuclear damage, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, 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 national or local air or ground transportation networks (including, but not limited to, UPS's transportation network), pandemic, epidemic, or other public health conditions, disruption or failure of communication and information systems, or adverse weather conditions.

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

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

### Claims Procedure

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

### Data Protection

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

The shipper agrees that by including the e-mail address of the consignee in PLD for a shipment, ("PLD Email Address(es)"), the shipper acknowledges and agrees that UPS may send notifications related to the delivery of such shipment to the shipment's associated PLD Email Address(es) and may use such PLD Email Address(es) in accordance with the UPS Privacy Notice. The shipper warrants that (i) informed and specific consent has been secured from the individual associated with each PLD Email Address(es) to receive notifications related to the delivery of such shipments and for use by UPS of the PLD Email Address in accordance with the UPS Privacy Notice and that (ii) the PLD Email Address(es) is accurate and is controlled by the consignee or associated addressee for the shipment.

The shipper shall defend, indemnify and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from and against any and all liabilities, losses, damages, costs and expenses (including reasonable legal fees) of any nature whatsoever incurred or suffered in connection with damages arising out of or resulting from any breach of the warranties in the previous sentence.

### Entire Agreement

All shipments are subject to the terms and conditions contained in the UPS Rate and Service Guide and set out on the UPS website (ups.com®). The effective UPS Rate and Service Guide and the description of UPS Services at ups.com®, which are incorporated in the UPS Rate and Service Guide; and the UPS source document for each shipment, together comprise the complete and exclusive agreement of the parties, except as modified by any existing or future written agreement between the parties, and may not be contradicted or modified by any oral agreement.

### Severability

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

### Governing Law

These terms and any contract concluded which incorporates these terms shall in all respects be governed by the laws of Hong Kong.

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**UPS Hong Kong**

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Saturday: 08:30 - 18:15

**[www.ups.com](http://www.ups.com)**

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