This is the current version as of the date of publication of this Guide. The latest version, which shall always be the applicable one for new shipments, may be found at www-ups.com or obtained from a UPS Office.

1. Introduction

1. These terms and conditions ("terms") set out the basis on which UPS will transport packages, documents and envelopes ("packages"). These terms are supplemented by the current applicable UPS Service and Tariff Guides ("the Guides"). The Guides contain important details about the services of UPS which the shipper should read and which form part of the agreement between UPS and the shipper.

2. The term "UPS" will mean the shipper's contract will be with the UPS authorized service contractor, or the UPS entity if existing, in the country where the shipment is presented for carriage, who may be contacted at [UPS Address], [Country Code] [City], [Zip Code]. (although this shall not be taken in itself as excluding domicile or conferring jurisdiction on any court). That company will also be the (first) carrier of the goods for the purposes of the Conventions referred to in paragraph 2.

3. Where a carrier by air involves an ultimate destination stop outside the country of origin the Warsaw Convention may apply. The Warsaw Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo. (For the purpose of these terms the phrase "the Warsaw Convention" means (i) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12th October 1929 or (ii) Past Convention as amended or supplemented by any protocol or supplementary convention or (ii) the Montreal Convention 1996 whenever applicable.) Notwithstanding any clause to the contrary, international carriage by road may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road signed at Genoa on 19th May 1956 ("the CMR Convention").

4. A shipment may be carried at any intermediate stopping places that UPS deems appropriate. UPS may arrange sub-contracts to perform services and contracts both on its own behalf and on behalf of its agents, sub-contractors and each of whom shall have the benefit of these terms.

5. In these terms, "Waybill" shall mean a single UPS waybill/consignment note or the entries recorded against the same date, address and service level on a pick-up record. All packages covered under a Waybill shall be considered a single shipment.

2. Scope of Service

1. Unless any special services are agreed, and subject to these terms, the service to be provided by UPS is limited to the collection, transportation, customs clearance where applicable, and delivery of the shipment. Shipments will be consolidated with those of other shippers for transport and UPS may not monitor the inbound and outbound movement of individual shipments at all handling centres.

2. UPS is not a common carrier and reserves the right in its absolute discretion to refuse carriage to any shipment which it deems is unsuitable for transport.

3. Conditions of Carriage

1. This section sets out various restrictions and conditions which apply to the carriage of packages by UPS. It also explains what the consequences are of the shipper presenting packages for carriage which do not meet these requirements.

1.1 Service Restrictions and Conditions

1. Shipment must comply with the restrictions in paragraphs (a) to (b) below.

(a) Packages must not weigh more than 31.5 kilograms (or 70 lbs) or 70 kilograms (or 150 lbs) (depending on the country where the shipment is presented for carriage and the country of destination, as specified in the Guides) or exceed 274 centimetres in length or a total of 400 centimetres in length and girth combined.

(b) The value of any package may not exceed the local currency equivalent of USD 500. In addition, the value of any jewelry and watches, other than costume jewelry or costume watches, in a package shall not exceed the local currency equivalent of USD 100.

(c) Packages must not contain any of the prohibited articles listed in the Guides including (but not limited to) articles of value (such as works of art, antiques, precious stones, stamps, unique items, gold or silver), money or negotiable instruments (such as cheques, bills of exchange, bonds, savings books, pre-paid credit cards, share certificates or other securities), firearms and dangerous goods.

(d) Packages must not contain goods which might endanger human or animal life or any means of transportation, or which might otherwise impair or damage other goods being transported by UPS, or the carriage, export or import of which is prohibited by applicable law.

2. The shipper shall be responsible for the accuracy and completeness of the particulars inserted in the Waybill and for ensuring that all packages are in good condition at the shipper and receiver of the package and that they are properly packed, marked and labelled, and contains as described and classified and are accompanied by such documentation as may be required by the shipper to make them suitable for transportation and in compliance with the requirements of the Guides and applicable law.

3. When a shipment requires documentation for the purpose but UPS will, unless instructed otherwise, act on behalf, at the shipper's risk and at its own discretion. The proceeds of any such sale shall first be applied to any charges, costs or expenses (including interest) outstanding in respect of the shipment or otherwise from the shipper concerned. Any balance shall be held on the shipper's account and shall be paid within 7 days of receipt of invoice or within such other period as the shipper may have agreed in writing with UPS. The shipper agrees that UPS may be considered as being the receiver of the package or the shipment for the sole purpose of appointing a customs broker to carry out any customs clearance matter as allowed by law.

4. Payment

1. The rates for carriage and other services are set out in the Guide and, 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. UPS may verify the actual and/or dimensional weight of shipments and, if greater than the declared weight, invoice such excess.

2. If (a) UPS is required to pay any taxes, duties or levies on behalf of the shipper, receiver or any third party; (b) the selected billing option indicates that the receiver or a third party is to pay any charges, or (c) any taxes, duties, penalties, charges or expenses are imposed, rightly or wrongly by government authorities, or incurred by UPS due to any circumstances, including any failure by the shipper or receiver to provide correct information or documentation or any permits or licences required in connection with carriage, the shipper shall be jointly and severally liable to UPS with the receiver and such third party for all charges. In each such case where the selected billing option indicates payment is to be charged at, full, to the receiver or any third party, UPS will collect pro-rata from the shipper and it has the contractual liability for payment. In such event UPS will not be liable to separately file a claim against the shipper or any third party for payment. In case of doubt, the burden of proving that the amount has been paid lies on the shipper.

3. Any amount payable to UPS which will be overdue at the rate specified on the invoice from the due date to the date UPS receives payment will bear, or other judgment. In addition, UPS reserves the right to charge a late payment administration fee at a maximum of GBP 45 (EUR 40 in Eire and France), DKK 100 in Denmark, NOK 59 in Norway and SEK 50 in Sweden) per invoice.

4. If any amount is not paid by the shipper, receiver or some other party under these terms, UPS may hold any shipments it is carrying (or part thereof) until it receives payment in full and may sell any packages or other part thereof for the sole purpose of recovering amounts due to UPS.

5. UPS's right to retain any packages set out in the Guide are calculated only for the carriage of packages which do not exceed the values set out in paragraph 5.1(b) (or applicable value, if lower). In the event UPS becomes aware that has carried a shipment which, without UPS's express written consent, exceeds the value, then in addition to the otherwise applicable rates and charges and any other remedies under these terms, an additional carriage charge equal to 2% of the value of the shipment in excess of the relevant amount set out in paragraph 5.1(b) (or applicable value, if lower).
6. Interruption of Service
If UPS is unable to start or continue with carriage of the shipper’s shipment for a reason beyond its control, UPS will not be in breach of its agreement with the shipper but will take all steps that are reasonably practicable in the circumstances to continue or complete the carriage. Claims for events beyond UPS’s control are subject to air or ground transportation due to bad weather, fire, flood, war, hostility, civil disturbance, acts of government or other authorities (including, without limitation, customs and labour disputes or obligations affecting UPS or any other party).

7. Money Back Guarantee
For certain destinations and services as advised by the local UPS office, UPS offers a money-back guarantee on the shipping charges. Details of its applicability, terms and conditions and of the corresponding delivery and label pick-up time for the relevant service and destination are as set out in the Guide and on the UPS website (www.ups.com), current at the time the goods are accepted for carriage, and can also be confirmed by contacting the shipper’s local UPS office. For the avoidance of doubt, the liability of UPS under the money-back guarantee is limited to the above and the guarantee does not otherwise constitute any form of undertaking or representation that the shipment will arrive by any particular time.

8. Collect on Delivery (COD)
For certain destinations and services as advised by the local UPS office, UPS offers a COD service on payment of an additional charge as set out in the Guide. If the shipper makes use of this service, subject to the provisions set out below (including those relating to currency conversion) UPS will collect on behalf of the shipper the COD amount stated on the Waybill. This service is not available for pallets.

COD amounts must be specified on the Waybill in either EUR or, if different, the currency of the country of destination. Where any of the COD amounts specified on the Waybill, collected from the receiver and paid to the shipper are in different currencies from each other, the conversion(s) will be made at such exchange rate(s) as UPS may reasonably determine.

UPS does not accept responsibility for any currency exchange risks.

8.1 Cash COD – Where UPS is instructed on the Waybill in accordance with applicable UPS guidelines to accept cash only, UPS will collect only cash, in the currency of the country of destination. Where cash is collected, the maximum amount collectible in that form on behalf of a shipper shall be the local currency equivalent of USD 5,000 per receiver per day. Notwithstanding the previous provision, the amount collectible in cash on behalf of a shipper from receivers located in the following countries for COD shipments may not exceed the respective amounts per receiver per day: Belgium: EUR 3,000; Spain: EUR 2,400; Greece: EUR 5,000; Portugal: EUR 1,000; Italy: EUR 2,999; France: EUR 1,500; Romania: RON 10,000 for individuals, RON 5,000 for legal entities, Sweden: SEK 3,000, Poland: 15,000 PLN. If the shipper specifies a COD amount that exceeds these limits, UPS will automatically be entitled to accept cheques for the whole or any part of that amount. Further limitations may apply in certain countries from time to time; details of such limitations will be set out either in the Guide or on the UPS Website (www.ups.com).

If the shipper specifies a COD amount that exceeds these limits, UPS will automatically be entitled to accept cheques for the whole or any part of that amount.

8.2 Cheque COD – If the Waybill does not clearly set out and in accordance with applicable UPS guidelines instead UPS is to accept only cash, UPS may accept payment either in cash (subject to the restrictions in paragraph 8.1) or by any kind of cheque made out to the shipper that is recognized in the country of destination of the shipment. Where UPS accepts cheques the maximum amount collectible in any form shall not exceed the equivalent of USD 50,000 per package (or other applicable value, if lower). Where UPS is permitted to accept cheques, it may collect a cheque determined to be either EUR or, if different, the local currency of the country of destination.

8.3 Payment of Collected COD Amounts – Where UPS collects cash, UPS will pay the shipper an equivalent amount in the local currency of the country where the shipment was presented to UPS for transportation. UPS may make such payments of COD amounts by other means transfer to any bank account notified to UPS by the shipper or be issuing a cheque in favour of the shipper.

Any cheques in favour of the shipper, issued either by UPS as set out above or by the receiver and collected by UPS pursuant to paragraph 8.2, may either be forwarded to the shipper in regular mail at the shipper’s risk or handed over to the shipper at a UPS office. UPS shall have no liability for paying cheques over to any other person appearing to have authority to accept the cheque on the shipper’s behalf.

UPS shall not be liable to any party for any actual or alleged: indirect or consequential damage or loss arising from breach of contract, tort or otherwise; or any loss of profits, anticipated profits, anticipated savings, loss of goodwill or of business or opportunity, whether such losses are direct or indirect.

10. Delivery
UPS may deliver a shipment to the receiver or to any other person appearing to have authority to accept delivery of the shipment on the receiver’s behalf (such as persons at the same premises as the receiver). If no such person is available the package may be left in the receiver’s letterbox/suitable), delivered to the receiver, unless the shipper has excluded such delivery options by using the applicable additional service. The receiver shall be informed of any alternate delivery arrangements (or redirection to UPS Access Point®) by note left at their premises.

Notwithstanding the previous paragraph, and unless otherwise agreed with the shipper, UPS may apply any alternative delivery methods chosen by the receiver in accordance with the UPS My Choice® Service Terms or any other agreement between UPS and the receiver. Such alternative delivery methods include, without limitation: redirecting delivery of a package to an alternate address (including a UPS Access Point®), authorizing the driver to leave a package at the receiver’s premises, modifying a delivery address by the shipper, or rescheduling delivery. The shipper also agrees the receiver may receive delivery information regarding a package. The shipper expressly waives any claim it may have against UPS arising from UPS following any such instructions provided by the receiver.

UPS may use an electronic device to confirm 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.

Save where Convention Rules or other mandatory national laws require otherwise, UPS accepts no responsibility in any circumstances to suspend carriage, redirect delivery (whether to a different receiver or from that named on the Waybill) or return a shipment to its shipper and, in the event that it should attempt but fail to do so, shall have no liability for any losses thereby occasioned.

11. Data Protection
11.1 UPS has the right to process data provided by the shipper or receiver in connection with carriage by UPS to transfer such data to other group companies and contractors of UPS, including in other countries which may not have the same level of data protection as the country where the shipper’s personal data were collected and to have it processed there for the extent the transfer and processing of the data in such countries is required for performing the agreed shipment services. The shipper warrants that it (i) has obtained personal data the shipper provided to UPS for the shipment purpose, (ii) is authorized to provide such data to UPS including and including to the extent the transfer and processing of the data is required to perform the agreed shipment services, and (iii) has obtained informed and specific consent from such receiver that UPS may send such other information and other notifications related to the agreed shipment services to the receiver. UPS uses the shipper’s personal data provided by the shipper in accordance with the UPS Privacy Notice published on UPS’s web site at https://www.ups.com/legal/privacy-terms-

11.2 Furthermore, the shipper warrants the shipper has duly informed the receiver that UPS may use the receiver’s personal data in accordance with the above linked UPS Privacy Notice in effect at the time of shipping with regard to other than those specified in subsection 11.1 above.

12. Claims Procedure – Prescription
All claims against UPS must be notified in writing as soon as reasonably practicable and in any event within 14 days of receipt in the case of damage (including partial loss of a shipment) and in the case of loss within 60 days of the goods being consigned with UPS for carriage. In addition, all claims against UPS in connection with any event shall be presented both to UPS and declared by the shipper in writing within 60 days of the sender being given notice of the damage or loss of the goods concerned or, in the case of non-delivery, within eight months from the scheduled date for delivery. This notice shall not affect any rights the shipper may have under Convention Rules or other mandatory national laws.

13. Entire Agreement & Severability
This is the entire terms of the contract between the shipper and the receiver are contained in this document and in the Guide. If the shipper wishes to rely on any variation to these terms, it must ensure that this is recorded in writing and signed by the shipper and on behalf of UPS before the shipment is accepted for carriage by UPS. If any part of these terms is not enforceable, this will not affect the enforceability of any other part.

14. Governing Law
These terms shall be governed by the laws of the country where the shipment is presented to UPS for carriage.