Terms and Conditions of Carriage

The Dutch language version of the UPS Terms and Conditions of Carriage is the governing document. The English language translation is provided for convenience only.

1. Introduction
A. These terms and conditions ("Terms") set out the basis on which UPS will transport packages, documents and envelopes ("shipments") and palletised goods ("pallets"; pallets and shipments are together "shipments"). These terms are supplemented by the current applicable UPS Service and Tariff Guide ("the Guide"). The Guide contains important details about the services of UPS which the shipper should read and with which he shall part from the agreement between UPS and the shipper.
B. Depending on the country where the shipment is presented to UPS for transport, the term "UPS" will mean and the shipper's contract will be with whichever of the following companies is applicable: that company will also be the (first) carrier of the shipment. The Conventions referred to in the Guide are:

          Belgium – United Parcel Service Belgium SA, Netherlands – United Parcel Service Nederland B.V., all of whom can be contacted c/o Avenue Ariane 5, 1200 Brussels, Belgium (although this shall not be taken in itself as electing domicile or as conferring jurisdiction on any court).

C. Where carriage by air involves an ultimate destination or 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 carried by air unless the parties have agreed in writing to apply a different set of terms in the contract of carriage. The Warsaw Convention is applicable only to air transport made by the airline or airlines designated as the "carrier" on the air waybill.

D. If in the case of carriage within the Netherlands other than by air, the General Terms and Conditions of Transport 2002 (algemene Vervoersvoorwaarden, A.V.V.) apply unless otherwise provided herein.

2. Scope of Service

A. Unless any special agreements are made, the service to be provided by UPS is limited to the pick up, transportation, customs clearance where applicable and delivery of the shipment. The shipper acknowledges that it will be responsible for all other aspects of transport for and to UPS may not monitor the inbound and outbound movement of individual shipments at all handling centres.

3. Conditions of Carriage

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

3.1 Service Restrictions and Conditions

Shipments must comply with the restrictions in paragraph 3.2. (i) to (v) below.

(i) If the shipper tenders a shipment which weighs more than 75 kilograms or exceeds 274 centimetres in length or a total of 400 centimetres in length and girth combined. Pallets are subject to maximum size and weight limits that vary by origin and destination, and that are set out at www.ups.com.

(ii) The value of any package may not exceed the local currency equivalent of USD 500. In addition to the value of any jewellery or watches, other than costume jewellery or costume watches, in a package shall not exceed the local currency equivalent of USD 100.00.

(iii) Shipments must not contain any of the prohibited articles listed in the Guide including, but not limited to, articles of unusual 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 securities), firearms and dangerous goods.

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

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 package and that they are so packed, marked and labelled, 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 Guide and applicable law. Unless a different service level is clearly selected on the Waybill or other applicable UPS shipping documentation, shipments will be carried under the Express (or Express Freight) service (where available to the selected destination) and all applicable charges will be calculated accordingly.

The shipper guarantees that all shipments presented for carriage under these terms comply with the restrictions in paragraphs (i) to (v) above, and have been prepared in secure premises, by him (or in the case of an individual shipper) or by able and responsible staff employed by him or (where different) by the party tendering the shipments to the Waybill or other applicable UPS shipping documentation, shipments will be carried under the Express (or Express Freight) service (where available to the selected destination) and all applicable charges will be calculated accordingly.

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3.2 Refusal of and Suspension of Carriage

A. If UPS refuses to transport a shipment for any of the reasons set out above or for any other reason not specified in these Terms, the shipper shall be entitled to return the shipment at its own discretion, or to identify the shipper or any other person entitled to the goods (having if necessary opened the package), UPS shall be entitled to destroy or sell the shipment, at its own discretion.

3.3 Payment

A. In the case of shipments whose points of dispatch and destination are both within the same customs area, UPS only performs customs clearance if instructed to do so. The shipper also 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 duties, in so far as allowed by law.

3.4 Customs Clearance

A. When a shipment requires customs clearance, it is the shipper's obligation to provide, or to ensure that the receiver will provide, UPS with complete and accurate documentation for the purpose but UPS will unless instructed otherwise act on behalf, at the expense and at the risk of the shipper or receiver in obtaining customs clearance.

B. Provided that, in the case of shipments whose points of dispatch and destination are within the same customs area, UPS only performs customs clearance if instructed to do so.

3.5 Rarity and Suspension of Carriage

A. If UPS is requested to pay any taxes, duties or levies on behalf of the shipper, receiver or a third party, in the selected billing option indicating that the receiver or a third party should pay any charges, or (ii) any taxes, duties, penalties, charges or expenses are imposed, rightly or wrongly by government authorities, or imposed by UPS due to any circumstances, including any failure by the shipper or the receiver to provide correct information and 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 parties for such amounts. In each case where the selected billing option indicates payment is to be charged, at first, to the receiver or any third party, UPS will not prejudice to the shipper's contractual liability for payment, first demand payment of the relevant amount from the receiver and/or, where applicable, the third party. If the amount in question is not immediately paid by the receiver in full to UPS in all further cases, the amount shall be payable by the shipper on first written demand. In any other cases, the shipper hereby undertakes to pay the mentioned amounts to UPS at final request. UPS shall not be obliged to separately file a claim against the receiver or any third party for payment. In case of doubt, the burden of proving that the amount has been paid lies on the shipper.

A. Any sum payable to UPS which is overdue will bear interest at the rate specified on the invoice from the due date to the date UPS receives payment. The rate of interest is 12% in Belgium and 7% in the Netherlands. In addition UPS has the right to charge a late payment administration fee of maximum EUR 40 per invoice for the additional administrative costs, monitoring of debts and disputes to trade.

3.6 Payment

A. If a sum is not paid by the shipper, receiver or any other party under these Terms, UPS may hold any shipments it carries (or part thereof) until it receives payment in full or may sell them and use the proceeds to make good the debt to it in accordance with applicable local law. Any unpaid balance will remain payable.

B. UPS rates for carriage are calculated in the Guide are calculated only for the carriage of shipments which do not exceed in value the local currency equivalent of the amount set forth in paragraph 3.1 (i) (or other applicable value, if lower). In the event that UPS becomes aware that a carrier has carried a shipment which, without UPS' express written consent, exceeds this value, then, in addition to the otherwise applicable rates and charges and any other consequences thereof, an additional carriage charge equivalent to 5% of the amount set forth in paragraph 3.1 (i).
6. Interruption of Service
If UPS is unable to start or continue 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 to complete the carriage. Examples of events beyond UPS's control are disruption to air or ground transportation due to bad weather, fire, war, hostilities, civil disturbances, 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 services and destinations, UPS offers a money back guarantee on the shipping charges. Details of the applicability, terms and conditions of the money back guarantee and latest pick-up times for the relevant service and destination are as set out in the Guides and on the UPS website (http://www.ups.com). Each time the goods are accepted for carriage and can also be confirmed by contacting the shipper's local UPS call centre. 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 as advised by the local UPS call centre, UPS offers a COD service on payment of an additional charge as set out in the Guides. 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 local currency of the country of destination. Where the COD amount specified on the Waybill is in EUR, and the country of destination has a different currency, then UPS shall be allowed to collect cash or a cheque subject to what is set out below in the currency of the country of destination, converted at such exchange rate(s) as UPS may reasonably determine.

In no event shall the COD amount exceed the value of the goods transported plus applicable carriage charges.

8.1 Cash COD – Where UPS is instructed 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 5000 USD per receiver per day. Notwithstanding the previous rule, 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 2,499; Greece: EUR 2,000; Portugal: EUR 1,000; Italy: EUR 2,999; France: EUR 1,000; Romania: RON 10,000 for individuals; RON 5,000 for legal entities; Sweden: SEK 3,000; Poland: 10,000 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 are imposed in certain countries from time to time; details of such limitations will be set out either in the Guide or at the UPS Website (http://www.ups.com).

If the shipper specifies a COD amount that will automatically be entitled to accept cheques.

8.2 Cheque COD – If the Waybill does not clearly state in accordance with applicable UPS guidelines instruct UPS to accept only cash, UPS may accept payment either in cash (subject to the restrictions in section 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 50,000 USD per package (or other applicable value). If, however, UPS is permitted to accept a cheque, it may collect a cheque denominated in 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 to the shipper the equivalent amount in the local currency of the country where the shipment was presented to UPS for transportation. If that currency is different from the currency of the collected amount, then UPS shall be entitled to convert that amount at such exchange rate(s) as UPS may reasonably determine. UPS may make such payments of COD amounts by either wire transfer to any bank account notified to UPS by the shipper or raising 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 Section 8.2, may either be forwarded to the shipper by regular mail at the shipper's risk or handed over to the shipper or any other person appearing to have authority to accept the cheque on the shipper's behalf.

8.4 In the event of non-acceptance by the shipper of COD amounts, the shipper must notify UPS in writing within 45 days of the date of delivery of the package concerned.

8.5 The shipper will indemnify UPS for all losses, expenses, and any claims made against UPS by the receiver or a third party, where UPS does not deliver a shipment because the receiver does not pay the COD amount in the appropriate form or refuses to accept the shipment.

8.6 The liability of UPS in respect of the COD amount to be collected shall not exceed the lesser of those amounts: the applicable maximum COD amount collectible under these terms, the COD amount indicated on the Waybill, or the real value of the goods handed to UPS in view of their COD delivery plus applicable carriage charges. UPS does not accept any responsibility for any dishonest or fraudulent acts on behalf of the receiver including, but not limited to, presenting a fraudulent cheque or one which is later dishonoured, or for cheques incorrectly completed by the receiver. For the avoidance of doubt, a COD amount does not constitute declaration of a value for the purpose of paragraph 9.4 or otherwise and therefore shall not affect the liability of UPS for any loss, damage or delay to the goods themselves.

8.7 The shipper does not accept responsibility for any dishonest or fraudulent acts on behalf of the receiver including, but not limited to, presenting a fraudulent cheque or one which is later dishonoured, or for cheques incompletely completed by the receiver.

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

9.2 Where Convention Rules or other mandatory national laws do not apply, UPS will not be liable either to the shipper, the sender or any third party for loss, damage or delay caused by or connected to the services performed by UPS, unless such damage or delay is caused by negligence by UPS in the performance of its services. Parties agree that the liability of UPS is limited to proven direct damages excluding indirect damages and not exceeding the greater of either amount:

(a) EUR 85 per kilo of weight of the goods affected;
(b) 8.33 SDR per kilo (based on the current value) lost or damaged weight of the goods affected;

unless the limit of liability is increased as described in paragraph 9.4 below. An SDR is a unit of account adopted by the International Monetary Fund and its current value is regularly published in major financial newspapers. As at the date of publication of these terms the SDR's current value was equal to approximately EUR 8.

9.3 If the shipper, the receiver or any third party with a right to claim has caused or contributed to any loss, damage or delay, UPS does not accept any responsibility for any dishonest or fraudulent acts on behalf of the receiver including, but not limited to, presenting a fraudulent cheque or one which is later dishonoured, or for cheques incorrectly completed by the receiver.

9.4 Without prejudice to paragraph 9.3, UPS may still claim the benefit of a greater limit of liability than provided under these terms, or by any convention or other mandatory law. The shipper may do so by declaring a higher value on the Waybill and pay the corresponding additional charge as stated in the Guide. If a shipper declares a higher value for carriage and pays the applicable charge then UPS’s liability shall be limited to proven damages not exceeding the sum so declared. The declared value shall not exceed the value of the goods to be shipped and shall not in any case exceed the limits specified in paragraph 3.1 (d).

9.5 UPS shall not be liable for 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, an inability to carry on or delay to a shipment, or by any convention or other mandatory law. The shipper may do so by declaring a higher value on the Waybill and pay the corresponding additional charge as stated in the Guide. If a shipper declares a higher value for carriage and pays the applicable charge then UPS’s liability shall be limited to proven damages not exceeding the sum so declared. The declared value shall not exceed the value of the goods to be shipped and shall not in any case exceed the limits specified in paragraph 3.1 (d).

9.6 UPS shall not be liable for any damage to or loss of any packaging or pallet skids.

10. Delivery
UPS may deliver a shipment to the shipper named on the Waybill 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 with the receiver or neighbours of the receiver). UPS may use an electronic device to obtain proof of delivery and the shipper will not object to UPS relying on a printed copy of this evidence. The receiver will be informed of any alternative delivery arrangements by note left at the premises.

Where Convention Rules or other mandatory national laws require otherwise, UPS accepts no responsibility in any circumstances to accept currency, converted, rejected delivery (whether to a different receiver or address from that named on the Waybill) or to deliver a package 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, 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 shipment is presented to UPS, and to have it processed there in accordance with UPS’s privacy policy, which is available on the UPS Website (http://www.ups.com/content/en/resources/ship/terms/privacy.html). UPS accepts the receiver’s data under Convention Rules and on behalf of UPS before the shipment is accepted for carriage by UPS. If that currency is different from the currency of the country of destination, converted at such exchange rate(s) as UPS may reasonably determine.

11.2 Furthermore, the shipper warrants that he has duly informed the receiver that UPS may send e-mails or other communications to the receiver.

11.3 UPS uses the receiver's personal data provided by the shipper in accordance with the UPS Privacy Notice published on UPS’s web site at http://www.ups.com/content/en/resources/ship/terms/privacy.html.

11.4 UPS shall only use the receiver's data in accordance with the above-mentioned UPS Privacy Notice in effect at the time of shipping with regards 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 40 days of the goods being consigned with UPS for carriage. In addition, all claims against UPS in connection with any shipment shall be prescribed and barred by expiration of time, unless legal proceedings are brought and written notice of them is given to UPS within eight months after delivery of the goods concerned or, in the case of non-delivery, within eight months from the scheduled date for delivery. This term shall not affect any rights the shipper may have under Convention Rules or other mandatory national laws.

13. Entire Agreement & Severability
The shipper may only rely on a variation to the provisions of this agreement and the Guide if it is recorded in writing and signed by the shipper and on behalf of UPS before the shipment is accepted for carriage by UPS. If and in so far as the courts hold that one or more of the stipulations in these terms and conditions is void or voidable, the remaining terms and conditions shall continue to apply in full.

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

15. Complaints Handling
For shipments tendered to UPS for carriage in Belgium, the shipper can address the Ombudsmatik for the Postal Sector, as provided by article 43 ter of the law dated March 21, 1991 regarding the reform of some economic institutions, in case the shipper is not satisfied with the way UPS has handled a complaint.