

# UPS Terms and Conditions of Services

The Polish language version of the UPS Terms and Conditions of Services 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 provide international or domestic Services, as described in Article 2. These terms are supplemented by the provisions of the current applicable UPS Service and Tariff Guides ("the Guide") and Claim procedure. The Guide and the Claim procedure 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.
- B. The term "UPS" means UPS Polska Sp. z o.o., with its registered seat in Warsaw.
- C. 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 12<sup>th</sup> October 1929 or (ii) that Convention as amended or supplemented by any protocol or supplementary convention or (iii) the Montreal Convention 1999, whichever is applicable. The phrase "the CMR Convention" means the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on 19<sup>th</sup> May 1956. The phrase "the Civil Code" means the Polish Civil Code of April 23, 1964, as amended. The phrase "the Transportation Law" means the Polish Transportation Law of November 15, 1984, as amended. The phrase "the Postal Law" means the Polish Postal Law of November 23, 2012, with subsequent amendments, if any.
- D. A shipment may be forwarded via any intermediate stopping places that UPS deems appropriate. UPS may engage sub-contractors on behalf of UPS to perform services and each of such sub-contractors shall have the benefit of these terms. Subject to these terms, UPS shall be liable for loss, damage or delay to shipments caused by its subcontractors.
- E. In these terms, "Consignment Note" shall mean a single UPS consignment note. All packages covered under a Consignment Note shall be considered a single shipment. The term "pallets" shall mean palletised goods. The term "shipment" shall mean one or more packages and/or pallets sent at the same time by one shipper to the same receiver and under the same level of Services. If UPS does not issue a separate forwarding document, the Consignment Note shall also constitute a forwarding document.
- F. The PLN equivalent of foreign currency amounts or SDR amounts mentioned in these terms shall be calculated on the basis of the National Bank of Poland average exchange rate applicable on the date the shipment in question is picked up by UPS or, in the absence of such an exchange rate on such a date, on the basis of the exchange rate applicable most recently prior to the date the shipment was picked up by UPS. SDR is a unit of account adopted by the International Monetary Fund.

## 2. Scope of Service

Unless any other services are agreed, and subject to these terms, the service to be provided by UPS is limited to Services. "Services" means the pick up, arranging for transportation including ordering carriage services performed by third parties, customs clearance for international shipments, delivery to the carrier of shipments, performed in Poland, as well as delivery of shipments and any other services as set out in the Guide, as well as courier services, i.e. picking up, sorting, transportation and delivery of courier shipments or other value added postal services according to the provisions of the Postal Law. The term "courier shipment" shall have a meaning ascribed to it in the Postal Law. The term "postal shipment" shall include the courier shipment and other value added postal shipments within the meaning of the Postal Law. UPS provides postal services for shipments other than courier shipments in the scope determined by UPS in the Guide or the agreement with the shipper. In particular, unless agreed otherwise with the shipper, UPS may provide Services for value added postal shipments other than courier shipments through UPS My Choice Service Terms or any other instructions to UPS by the receiver using alternate delivery methods chosen by the receiver, as set forth in section 10 below. The shipments other than postal shipments are transport law shipments.

The shipper acknowledges that shipments will be consolidated with those of other shippers for transport and that, except for courier shipments, UPS may not monitor the inbound and outbound movement of individual shipments at all handling centres. UPS is not a common carrier or designated (common) service provider and reserves the right in its absolute discretion to refuse the Services performance with respect to any shipment tendered to it for that purpose.

## 3. Conditions of Services

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

### 3.1 Service Restrictions and Conditions

Shipments being the object of the Services must comply with the restrictions in paragraphs (i) to (v) below.

- (i) Packages, excluding those delivered on the same day and pallets must not weigh more than 70 kilograms or exceed 274 centimetres in length or a total of 400 centimetres in length and girth combined. For details and restrictions concerning pallets and shipments delivered on the same day, see the Guide. Pallets are subject to maximum size and weight limits that vary by origin and destination, and that are set out at [www.ups.com](http://www.ups.com).
- (ii) The value of any package may not exceed the PLN equivalent of USD 50,000. In addition the value of any jewelry and watches, other than costume jewelry or low quality watches, in a package shall not exceed the PLN equivalent of USD 500. The value of any pallet may not exceed the PLN equivalent of USD 100,000.
- (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), objects of sentimental or special value, money or negotiable instruments (such as cheques, bills of exchange, bonds, savings books, pre-paid payment cards, share certificates or other securities), firearms and dangerous goods. Moreover, shipments forwarded in UPS domestic services (except from UPS Today Dedicated Courier service) must not contain commercial offers, tender documentation or terminations of contracts.
- (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 another carrier, or the carriage, export or import of which is prohibited by applicable law.
- (v) The declared value of shipment cannot exceed the ordinary value of shipment.

The shipper shall be responsible for the accuracy and completeness of the particulars inserted in the Consignment Note 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 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 Consignment Note or other applicable UPS Service documentation or selected Service level is not available to the selected destination, 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 providing Services under these terms comply with the restrictions in paragraphs (i) to (v) above and have been prepared in secure premises, by the shipper (in the case of an individual shipper) or by reliable staff employed by him or (where different) by the party tendering the shipment to UPS and have been protected against unauthorized interference during their preparation, storage and transportation to UPS. UPS relies on this guarantee in accepting any shipment for providing Services hereunder. Any other shipments are excluded from Services.

3.2 Services will be provided in respect of perishable and temperature sensitive goods provided that the shipper accepts that this is at its risk. UPS does not provide special handling for such shipments.

### 3.3 Refusal and Suspension of Services. Withdrawal from the Service.

- (i) If it comes to the attention of UPS that any shipment does not meet any of the restrictions or conditions stated in these terms or in provisions of law, or that any COD amount stated on a COD Consignment Note exceeds the limits specified in paragraph 8, UPS may refuse to provide Services in respect of the relevant shipment (or any relevant part thereof) and, if Services are in progress, UPS may suspend Services and hold the package or shipment to the shipper's order or withdraw from the Services, unless applicable mandatory laws provide otherwise.
- (ii) UPS may also suspend Services if the receiver refuses to accept delivery, if it is unable to effect delivery because of an incorrect address (having used all reasonable means to find the correct address) or because the correct address is found to be in another country from that set out on the shipment or Consignment Note or if it cannot collect amounts due from the receiver on delivery, unless applicable mandatory laws provide otherwise.
- (iii) Where UPS is entitled to suspend or refuse Services related to a shipment (or any relevant part thereof), it is also entitled either to return it to the shipper or to deposit it for the cost and risk of the shipper, after making effort to contact the shipper;
- (iv) the above is without the prejudice to UPS right to refuse, suspend or withdraw from the Services in other cases specified in the provisions of law or in these terms.

3.4 The shipper must pay and indemnify UPS for any reasonable costs and expenses (including storage), incurred by UPS, any losses, taxes and customs duties UPS may incur and all claims made against UPS because (i) a shipment does not meet any of the restrictions, conditions or representations in paragraph 3.1 above or provisions of law, (ii) of any refusal or suspension of carriage or return of a shipment (or part thereof) by UPS which is allowed by this paragraph 3, or (iii) of a failure by the shipper to comply with these terms. In the case of the return of a shipment (or part thereof), the shipper will also be responsible for paying all applicable charges calculated in accordance with the prevailing commercial rates of UPS.

3.5 If the shipper tenders to UPS a shipment which fails to comply with any of the restrictions or conditions in these terms (including paragraph 3.1 above) or in provisions of law without UPS' express written consent, UPS will not meet any loss howsoever arising which the shipper may suffer in connection with the performance by UPS of Services in respect of such shipment (regardless of whether that failure to comply has caused or contributed to the loss and notwithstanding any negligence, except willful misconduct, of UPS or any negligence of its employees, contractors or representatives) and, if UPS does suspend Services for a reason allowed by these terms, the shipper shall not be entitled to any refund on the Services charges it has paid. UPS may bring a claim in respect of such non-compliance.

3.6 If, having suspended the Services in accordance with these provisions, UPS is unable within a reasonable time to obtain the shipper's instructions on its disposition or to identify the shipper or any other person entitled to the goods (in order to determine such persons, it may be necessary to open the package or shipment), UPS shall be entitled to destroy or sell the shipment (or any relevant part thereof), at its absolute discretion (save where mandatory law provides otherwise). 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 to the shipper's order.

3.7 Unless prohibited by law, UPS reserves the right, but is not obliged, to open and inspect, or scan by means of X-ray, any shipment tendered to it for the Services at any time, save where mandatory laws provides otherwise.

## 4. Customs Clearance for International Services

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. Provided that, 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 package or the shipment for the sole purpose of appointing a customs broker to carry out any customs clearance, in so far as allowed by law.

## 5. Payment

- 5.1 The rates for the Services are set out in the Guide and unless paid before shipment, all charges must be paid within 7 days after issuance of invoice or within such other period as the shipper or receiver may have agreed in writing with UPS. UPS may verify the declared weight and dimensional weight, as well as dimensions of shipments and if they are in fact greater than the declared weight or dimension,

determine on such basis the supplementary charge and issue appropriate invoice. UPS may also verify whether the declared value of the shipment is equal to its ordinary value. If such verification shows that the ordinary value of shipment is lower than the value declared, it is assumed that the ordinary value was declared by the shipper.

- 5.2 If (a) UPS is required to pay any taxes, duties or levies on behalf of the shipper, receiver or a third party, (b) the selected billing option indicates that the receiver or a third party should 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 the receiver to provide correct information and documentation or any permits or licenses 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 (without prejudice to the shipper's contractual liability for payment) first demand payment of the relevant amount from the receiver and/or the third party. If the amount in question is not immediately paid to UPS in full by any of the above parties, the amount will 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 first 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.
- 5.3 Any sum payable to UPS which is overdue will bear statutory interest from the due date to the date UPS receives payment whether before or after judgment. Notwithstanding to the above, UPS has a right to claim, on the general terms, the damages suffered as a result of delay in payment.
- 5.4 If any sum is not paid by the shipper, receiver or some third party under these terms, provisions of law or agreement, UPS may hold any shipments of such shipper it has in its possession and UPS has a statutory pledge on shipments for payment of the invoice associated with the shipment shipped on the basis of the very same agreement and which it possesses or in respect of which it has the documents enabling disposal, 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.
- 5.5 UPS' rates for Services set out in the Guide are calculated only for the Services performed in respect of the ordinary value shipments which do not exceed in value the amounts set out in paragraph 9.2 (b). In the event that UPS becomes aware that it has performed a Service in respect of a shipment, without UPS' express written consent, exceeding these values, then, in addition to the otherwise applicable rates and charges and any other remedies under these terms or provisions of law, an additional carriage charge equivalent to 5% of the value of the shipment in excess of the relevant amount set out in paragraph 9.2 (b) is applicable.
6. Interruption of Service  
If UPS is unable to start or continue with the Services of the shipper's shipment for a reason beyond its control, UPS will not be 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 Services. Examples of events beyond UPS' control are disruption to air or ground transportation due to bad weather, fire and flood, war, hostilities and civil disturbances, acts of government or other authorities (including, without limitation, customs authorities) and labour disputes or obligations affecting UPS or some other party.
7. Money Back Guarantee  
For certain services and destinations, UPS offers a money back guarantee on the shipping charges. Details of its applicability, terms and conditions of the corresponding delivery and latest pick up time for the relevant service and destination are as set out in the Guide and on UPS website ([www.ups.com](http://www.ups.com)), in the versions current at the time the goods are accepted for the Services and can also be confirmed by contacting the shipper's UPS Customer Call Centre. For the avoidance of doubt, the liability of UPS under the money back guarantee is limited to the above and the money back guarantee does not otherwise constitute any form of undertaking or representation that the shipment will arrive by any particular time. The guaranteed time of delivery of courier shipments is specified in the Guide.
8. Collect On Delivery (COD)  
For certain destinations as advised by the UPS call centre, 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 Consignment Note. This service is not available for pallets.  
COD amounts must be specified on the Consignment Note in either EUR or, if different, the currency of the country of destination. Where any of the COD amounts specified on the Consignment Note, collected from the receiver and/or 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 Consignment Note 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 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 500; 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: 15,000 PLN. Further limitations may apply in certain countries from time to time; details of such limitations will be set out either in the Guides or at the UPS Website ([www.ups.com](http://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 Consignment Note does not clearly (and in accordance with applicable UPS guidelines) instruct UPS 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, where and as permitted by applicable law, the maximum amount collectible in any form shall not exceed the PLN equivalent of 50,000 USD per package (or other applicable amount if lower). Where 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 of shipment.
  - 8.3 Payment of Collected COD Amounts. Where UPS collects cash, UPS will pay to the shipper an equivalent amount in the local currency of the country where the shipment was presented to UPS for providing Services. UPS may make such payments of COD amounts by either wire transfer to any bank account notified to UPS by the shipper or issuing a cheque in favour of the shipper, as permitted by law.  
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 by regular mail at the shipper's risk or handed over to the shipper or to any other person who represented that she/he is authorized to accept the cheque on the shipper's behalf, and subject to the restrictions of applicable law.
  - 8.4 In the event of non-receipt by the shipper of COD amounts, the shipper must notify UPS in writing within 45 days of the date of delivery of the shipment concerned.
  - 8.5 The shipper will be responsible for such damages as UPS may suffer and indemnifies UPS from all expenses and claims made against UPS by the receiver or a third party arising 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 To the maximum extent permitted by applicable law, the liability of UPS in respect of the amount to be collected shall not exceed either the applicable maximum amount collectible under these terms or the COD amount indicated on the Consignment Note, whichever is the lesser. Further, the COD amount shall not in any event exceed the value of the goods at their destination plus applicable carriage charges. For the avoidance of doubt, a COD amount does not constitute declaration of a value for the purpose of paragraph 9.5 or otherwise and therefore shall not affect the liability of UPS for any loss, damage or delay to the goods themselves.  
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. Liability
  - 9.1 (a) Where UPS engages a subcontractor to perform the carriage or forwarding services or the Services (including postal services) on behalf of UPS and the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions apply (the "Convention Rules"), or where (and to the extent that) other mandatory national law applies, to such services provided by the subcontractor on behalf of UPS, then UPS' liability shall not exceed the liability of such subcontractor as carrier, operator, forwarder or entity performing postal activity as subcontractor under the Convention Rules or other mandatory law.
  - (b) Where UPS provides postal services:
    - (i) UPS is not liable if the non-performance or improper performance of postal services is a result of: (a) force majeure; (b) reasons on the part of the shipper or receiver, which were not caused by UPS fault; (c) infringement of Postal Law or these terms by the shipper or receiver; or (d) a nature of shipment;
    - (ii) if UPS is liable for the non-performance or improper performance of postal services, UPS liability will be limited to the amounts specified in the Claim procedure, provided that such limitations do not apply if the non-performance or improper performance of courier services by UPS is a result of: (a) a tort; (b) intentional guilt of UPS; (c) gross negligence of UPS. In such case UPS will be liable in accordance with the Civil Code;
    - (iii) if the act or omission which caused the damage consisted in the non-performance or improper performance by UPS of postal services and at the same time, constituted a base for the tort liability of UPS, the shipper will be entitled to claim that such damage be repaired exclusively on the basis and within the scope set forth in this paragraph 9;
    - (iv) The provisions of paragraphs 9.2 (a), 9.3 and 9.6 of these terms shall not apply.
  - 9.2 (a) In all cases other than those covered by paragraph 9.1 (a) and (b) above, UPS will only be liable (save where mandatory provisions of the Convention Rules, the Transportation Law, Civil Code or other laws, as applicable, provides otherwise) for failure to act with reasonable care and skill and its liability shall be exclusively governed by these terms and limited to proven damages up to a maximum amount per shipment equal to the ordinary value of the shipment.
    - (b) The shipper and UPS hereby agree that unless a higher value has been declared by the shipper under paragraph 9.5 below, the ordinary value of a shipment subject to domestic Services shall be equal to 323 PLN and to international Services shall be equal to the greater of either:
      - (i) 323 PLN or
      - (ii) the product of the full kilograms of the shipment and the equivalent in PLN of 8.33 SDR.
  - 9.3 UPS shall not have any other liability for the performance or improper performance of the Services, including any delay in the performance of the Services or for a loss, partial loss or a damage to the shipment, pallet or package.
  - 9.4 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, 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.
  - 9.5 Subject to the provisions of paragraph 9.6, where the ordinary value of shipment exceeds the values stated in paragraph 9.2 (b), the shipper may obtain the benefit of a greater limit of liability than UPS provides under paragraph 9.2, or than may be provided by Convention Rules or other mandatory provisions of the Transportation Law, Civil Code or other laws, as applicable. The shipper may do so by declaring a higher value on the Consignment Note not higher however than the ordinary value of such shipment and paying an additional charge as stated in the Guide. If the shipper declares a higher value not exceeding the ordinary value of such shipment and pays the applicable charge, then UPS' liability shall be limited to proven damages of not more than the sum so declared. The value of the goods concerned shall not in any event exceed the limits specified in paragraph 3.1 (ii).
  - 9.6 Save where mandatory provisions of the Transportation Law, Civil Code or other national laws, as applicable, require otherwise, UPS does not accept responsibility for lost profits (lucrum cessans) including loss of business opportunities or loss of revenue resulting from loss of use, arising from any loss, partial loss, a damage or delay to a shipment (or part thereof), whether or not a value has been declared in respect of the relevant shipment under paragraph 9.5. UPS shall not be liable for indirect damages. UPS shall not be liable for any damage to or loss of any packaging or pallet skids.
  - 9.7 Subject to mandatory law, postal services may be regarded as improperly performed if a shipment is damaged or partially lost, and with respect to courier shipment also if it is not delivered in guaranteed delivery time due to UPS delay; the Services are regarded as not performed if the shipment is lost. Unless applicable mandatory laws provide otherwise, undelivered domestic shipment is regarded as lost after 30 days from its expected delivery date. Non-consumer shippers have no right to offset their receivables with receivables of UPS or assign their receivables against UPS to third party without UPS written consent.
  - 9.8 For avoidance of doubts, these terms do not improve the level of liability or compensation stated in the Postal Law.
10. Delivery

UPS may deliver a shipment to the receiver or to another person who has authority to accept delivery of the shipment on the receiver's behalf (such as persons at the same premises as the receiver or neighbors of the receiver, provided that if UPS is rendering postal services and the receiver of the shipment meets the definition of a consumer within the meaning of Art. 22<sup>1</sup> of the Civil Code, UPS reserves itself the right to verify such person's authorization to accept delivery with the receiver or the shipper). If no such person is available, the package may be left in the receiver's letter box, if suitable or in the smart letter box, with making available the PIN code, if smart letter box is available at the receiver's premises. The receiver shall be informed of any alternate delivery arrangements (or redirection to a 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 service selected 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. Previous sentence is not applicable to the shippers that are meeting the definition of consumers within the meaning of Art. 22' of the Civil Code.

In case of damaged packaging of the shipment dispatched within the courier services when the receiver of such shipments meets the definition of a consumer within the meaning of Art. 22' of the Civil Code, UPS will deliver such shipment to the receiver named on the Consignment Note or another person indicated by the shipper or the receiver. 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.

Save where (a) Convention Rules or (b) the Postal Law with respect to the postal services provided to the consumers require otherwise, UPS accepts no responsibility in any circumstances to suspend Services, redirect delivery (whether to a different receiver or address from the named on the Consignment Note) or return a shipment to its shipper and, in the event that UPS should attempt but fail to do the above actions, UPS shall have no liability for damage thereby occasioned.

#### 11. Data Protection

11.1 UPS has the right to process data provided by the shipper or receiver in connection with Services (including postal services) performed by UPS, including the data constituting postal secret, 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 if and to the extent the transfer and processing of the data in such countries is required for performing the agreed Services.

The shipper warrants that it (i) has obtained personal data the shipper provided to UPS for the shipment lawfully, (ii) is authorized to provide such data to UPS, including if and to the extent the transfer and processing of the data in such countries is required for performing the agreed Services, and (iii) has obtained informed and specific consent from such receiver that UPS may send e-mail and other notifications related to the agreed Services to the receiver, and (iv) has informed the receiver and obtained the receiver's informed and specific consent for disclosure of postal secret if alternative delivery methods referred to in section 10 may lead to such disclosure.

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 <http://www.ups.com/content/pl/pl/resources/ship/terms/privacy.html>.

11.2 Furthermore, the shipper warrants that he 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 uses 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, claims arising from Services shall expire after the lapse of one year. The above term shall not affect any rights the shipper may have under Convention Rules or other mandatory national laws. The detailed rules of claim procedure are set forth in the Claim procedure.

#### 13. Entire Agreement. Severability

It is the intention of UPS that all the terms of the contract between it and the shipper are contained in this document, in the Guide and Claim procedure. If the shipper wishes to rely on any variation to these terms, it must ensure that that is recorded in writing and signed by the shipper and on behalf of UPS before the shipment is accepted for the Services by UPS. For the avoidance of doubt, the shipper and UPS hereby confirm that any terms and conditions issued by the shipper shall not apply to this contract. If any part of these terms is not enforceable, this will not affect the enforceability of any other part. UPS reserves the right to modify, revise and expand these Terms and Conditions at any time, upon its sole discretion.

#### 14. Governing Law

These terms shall be governed by the laws of the country where the shipment is presented to UPS for Services.