UPS Terms and Conditions of Carriage

This current version of this guide, as of the date of publication of this guide, is always applied to new shipments, can be found at www.ups.com or you can get it in UPS office.

1. Introduction

A. These terms and conditions ("Terms") set out the basis on which UPS will transport and/or organise the transportation of packages, documents and envelopes ("packages"). These terms are supplementary to the current UPS Services and Tariff Guide ("The Guide") contains important details about the services of UPS, a copy of which, the shipper has received and which form an integral part of the agreement between UPS and the shipper.

B. Depending on the country where the shipment is presented to UPS for carriage, the terms ("Terms") will mean and the shipper's contract will be, whichever of the following companies is applicable. That company will also be the host central of the goods for the purposes of the Conventions referred to in paragraph 1.

(i) In Russia, "United Parcel Service (RUS)" 111111 Moscow, Detemmbrovskaya 7, 7th fl. d.

(ii) In Europe, "United Parcel Service (BEL)" 220030. Brussels, Ministers, Laxel 3, 4th floor B.

(iii) In Kazakhstan, "United Parcel Service (KAZ)" Lagorakai 69, 6A, 503901, Almaty.

In Armenia, "Armenian Parcel Service" 2013, Kent, 204, Mahaghanydog 5-6 or with a contract where any one entity has entered into a transportation services agreement, in which case, the address and name of the contractor will be specified in the supplementary agreement between contractor and shipper.

C. Where a package is due in accordance with 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. (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 for air travel on 12th October 1929 or (ii) of any refusal or suspension of carriage or return of a shipment (or part thereof), the shipper will also be responsible for paying all applicable charges calculated according to the prevailing commercial rates of UPS.

3. Refund and Suspension of Carriage

(i) If the contents of the UPS package do not meet any of the above restrictions or conditions in paragraph 3.1 above, UPS will return the package to the sender or receiver or its agent or contractor with whom any UPS entity has entered into a transportation services agreement, in which case, the address and name of the contractor will be specified in the supplementary agreement between contractor and shipper.

4. Customs Clearance

When a shipment requires customs clearance, it is the shipper's obligation to provide, or to ensure that UPS provides, with complete and accurate documentation for the purpose but UPS will unless instructed otherwise act on behalf, act with 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 despatch and destination are both within the same customs area, UPS will perform 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. Charges 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. Unless written otherwise, no invoice should be considered for this purpose to have been received three business days following the date of invoice.

5.2. If UPS is not paid to any taxes, duties or levies on behalf of the shipper, receiver or a third party, then the shipper is responsible for paying all applicable charges calculated according to the prevailing commercial rates of UPS.

5.3. If the shipper chooses to cancel a package or shipment, UPS will not refund any money paid by the shipper, receiver or any other party under other services. However, UPS may hold any packages it is carrying until it receives payment in full or may sell such packages and use the proceeds to make good the debt to it in accordance with applicable local law. Any unpaid balance will remain payable.

UPS reserves the right to charge a late payment administration fee to a maximum of the Local Currency Equivalent of 40 EUR per invoice.

5.4. If any taxes, duties or levies are imposed by government authorities, heirs of the shipper, receiver or a third party, then the shipper is responsible for paying all applicable charges calculated according to the prevailing commercial rates of UPS.

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5.5. Any sum payable to UPS which is overdue may bear interest at the rate of 1% per month from the due date to the due date UPS receives payment whether before or after judgment. In addition, UPS reserves the right to charge a late payment administration fee to a maximum of the Local Currency Equivalent of 40 EUR per invoice.

5.6. If UPS is not paid to any taxes, duties or levies on behalf of the shipper, receiver or a third party, then the shipper is responsible for paying all applicable charges calculated according to the prevailing commercial rates of UPS.

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5.7. UPS reserves the right, to the extent permitted by law, to recover from any party or parties all costs attributable to the late payment of any invoice or to suspend any service or services that have been performed.

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For the avoidance of doubt, the liability of UPS under any money back guarantee is limited to the amount paid by the shipper on the Waybill, and the shipper shall not be entitled to recover any further amount from UPS.

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 the date of damage (including partial loss of a shipment) or in case of loss or delay within 60 days of the goods being conveyed by UPS for carriage, unless Conventional Rules or other mandatory national law provides otherwise. In addition, all claims against UPS for carriage unless Conventional Rules or other mandatory national law provides otherwise may only be presented and entertained by expiration of time, unless legal proceedings are brought and written notice of them is given to UPS within 6 months from the date of damage (including partial loss of a shipment) or the case of loss or delay. The time limits referred to above shall not affect any rights the shipper may have under Conventional Rules or other mandatory national law.

13. Entire Agreement & Severability

If the terms of UPS are different from the terms of the contract between the shipper and the receiver contained in this document and/or 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), any of these terms shall be governed by the laws of the country where the shipment is presented to UPS for carriage.