

# Terms and Conditions of Service

Effective December 26, 2021

## **THE RULES RELATING TO LIABILITY ESTABLISHED BY THE WARSAW CONVENTION AND ANY AMENDMENTS THERETO SHALL APPLY TO THE INTERNATIONAL CARRIAGE OF ANY SHIPMENT HEREUNDER INsofar AS THE SAME IS GOVERNED THEREBY.**

United Parcel Service, which for purposes of these Terms and Conditions shall mean the United Parcel Service operating company in the country of departure, United Parcel Service (M) Sdn Bhd (“UPS”) is engaged in the international 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.

Where carriage by air involves an ultimate destination or stop outside the country of origin the Warsaw Convention may apply. The rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland, on October 12, 1929, and any amendments thereto shall apply to the international carriage of any shipment insofar as the same is governed thereby. 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. 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 Geneva on May 19, 1956 and any amendments thereto (“the CMR Convention”).

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 or pallets 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, customs clearance where applicable 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 centres.

## **Commodities Handled and Restrictions on Service**

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

- (i) Subject to the terms and conditions relevant to UPS Worldwide Express Freight Services below, 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 165 inches) in length and girth combined. If found in the UPS system, they are subject to one or more of the following additional charges: Over Maximum Weight, Over Maximum Length, or Over Maximum Size. UPS Worldwide Express Freight Services pallets that exceed maximum size and weight limits, as set forth (in the UPS Rate and Service Guide) at ups.com® will not be accepted for transportation and will be returned to sender if found in the UPS system.
- (ii) No service shall be rendered in the transportation of any packages or articles with an actual value in excess of USD 50,000 (or the local currency equivalent); or USD 100,000 per pallet for UPS Worldwide Express Freight Services shipments (or the local currency equivalent).
- (iii) No service shall be rendered in the transportation of packages or pallets 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.

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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);
- (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 package, excluding UPS Worldwide Express Freight Services shipments, 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.

### Oversize Pallet Handling Surcharge

An Oversize Pallet Handling Surcharge will apply to UPS Worldwide Express Freight Services pallets that are classified as Oversize. A pallet is considered Oversize when its dimensions exceed the thresholds set forth at [https://www.ups.com/assets/resources/media/wwef\\_max\\_dim.pdf](https://www.ups.com/assets/resources/media/wwef_max_dim.pdf).

UPS Worldwide Express Freight Services pallets are subject to maximum size restrictions (which vary by origin and destination) as set forth at [https://www.ups.com/assets/resources/media/wwef\\_max\\_dim.pdf](https://www.ups.com/assets/resources/media/wwef_max_dim.pdf). Pallets that exceed these size restrictions require prior approval from UPS and are subject to an Oversize Pallet Handling Surcharge if accepted by UPS for service.

### 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.

### UPS Paperless Invoice Service

UPS Paperless Invoice Service provides shippers with the option of having electronic commercial invoices, which reflect their sale transactions of merchandise, prepared for them. This service would help shippers to expedite customs clearance of their international shipments and it is available to shippers who register with UPS in advance of shipping.

By using UPS Paperless Invoice service, the shipper authorises UPS to use the shipper's letterhead and electronic signature to prepare true, correct, and paperless commercial invoices that reflect, in all material respects, the shipper's sale transactions of merchandise to its buyers necessary to expedite in accordance with law the export and customs clearance of international shipments.

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All commercial invoice information must be provided by the shipper, to ensure the accuracy and completeness of the Paperless Invoice. Timely upload of Package Level Details (PLD) by shippers is also required for use of this service. PLD includes, but is not limited to, the consignee's full name, complete delivery address and shipment dimensions and weight. If timely upload of PLD is not provided, certain UPS services are unavailable. 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.

### UPS Import Control®

UPS Import Control service allows a shipper to process an import shipment, including commercial invoice. Where available, a shipper may use UPS Import Control service to create a Print Import Label, Electronic Import Label, Print and Mail Import Label to provide to the sender of the shipment or a shipper may request UPS 1 Pickup Attempt or UPS 3 Pickup Attempts, to request that UPS make pickup attempts to retrieve import shipments from a sender's address. 3 UPS Pickup Attempts is not available for UPS Worldwide Express Freight Services. UPS Import Control is available only in countries where UPS pickup services are available. An additional charge for each UPS Import Control label as set forth in the UPS Rates in effect at the time the charge is applied.

UPS Import Control® is available for packages and pallets processed through WorldShip®, UPS CampusShip®, UPS Internet Shipping, or UPS Developer Kit and also for packages only, processed through WorldShip or an approved UPS Ready® solution.

Shipments containing certain items are prohibited from being shipped and are not accepted by UPS for UPS Import Control® service including, but not limited to Hazardous Materials shipments requiring shipping papers or firearms shipments requiring Delivery Confirmation Services. C.O.D. service is not available for UPS Import Control shipments.

The maximum actual or declared value for a UPS Import Control shipment is USD 50,000 per package and USD 100,000 per pallet; provided that for any UPS Import Control package or pallet with an actual or declared value in excess of USD 1,000, the shipper must ensure that a UPS high value shipment summary is generated and signed by the UPS driver upon tender of the package or pallet to UPS. If no high value shipment summary is obtained and signed, the maximum actual or declared value of each such package or pallet is limited to USD 1,000.

### Print Return Label; Electronic Return Label; Print and Mail Return Label

Shipments can be returned from an address using Print Return, Electronic Return, or Print and Mail Return Labels.

The maximum actual or declared value for each domestic Print Return Label, Electronic Return Label, or Print and Mail Return Label shipment is USD 1,000 per package or pallet.

The maximum actual or declared value for each international Print Return Label, Electronic Return Label, or Print and Mail Return Label shipment is USD 50,000

per package or USD 100,000 per pallet; provided that for any such shipment with an actual or declared value in excess of USD 1,000, the shipper must ensure that a UPS high value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high value shipment summary is obtained and signed, the maximum actual or declared value for each such package or pallet is limited to USD 1,000.

Upon delivery, a shipment returned will be charged the rate calculated from the pickup location to the destination via the service selected. An additional charge for each Print Return Label, Electronic Return Label, and Print and Mail Return Label shipment will be assessed when the service is requested. The applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied.

### UPS Returns Plus

#### (i) 1 UPS Pickup Attempt

A shipper can request that UPS make one pickup attempt to retrieve a package or pallet from an address.

The maximum actual or declared value for each domestic 1 UPS Pickup Attempt service shipment is USD 1,000 per shipment. The maximum actual or declared value for each international 1 UPS Pickup Attempt shipment is USD 50,000 per package or USD 100,000 per pallet; provided that for any international 1 UPS Pickup Attempt shipment with an actual or declared value in excess of USD 1,000 per pallet or package, the shipper must ensure that a UPS high value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high value shipment summary is obtained and signed, the maximum actual or declared value of each such shipment is limited to USD 1,000 per shipment or pallet.

Upon delivery, a package returned using 1 UPS Pickup Attempt service will be charged the rate calculated from the pickup location to the destination via the service selected. An additional charge for each 1 UPS Pickup Attempt service package will be assessed when 1 UPS Pickup Attempt service is requested. The applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied.

#### (ii) 3 UPS Pickup Attempts

A shipper can request that UPS make three pickup attempts to retrieve a package from an address. This service is not available for UPS Worldwide Express Freight Services.

The maximum actual or declared value for each domestic 3 UPS Pickup Attempts service shipment is USD 50,000. The maximum actual or declared value for each international 3 UPS Pickup Attempts service shipment is USD 50,000; provided that for any 3 UPS Pickup Attempts shipment with an actual or declared value in excess of USD 1,000, the shipper must ensure that a UPS high value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high value shipment summary is obtained and signed, the maximum actual or declared value for each such shipment is limited to USD 1,000 per shipment or pallet.

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### **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. For UPS Worldwide Express Freight Services shipments, only one delivery attempt will be made; subsequent delivery attempts are subject to additional charges which will be charged to the consignee.

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 or delivery pursuant to UPS's Shipper Release procedures. UPS does not limit delivery of a 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 Shipments; Refused Shipment 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 shipment which by reason of the character of its contents may, in the sole judgment of UPS, soil, taint, or otherwise damage other shipments 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 shipment 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 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 will not be liable or responsible for the loss of or damage to any shipment, the contents of which UPS is not authorised to accept, which UPS states it will not accept, or which UPS has a right to refuse. If UPS suspends service as set forth in these terms, the payer of any transportation charges shall not be entitled to a refund. Acceptance for carriage of any shipment that UPS does not accept for transportation or which shippers are prohibited from shipping, does not constitute a waiver of any provisions of these terms or the terms set forth in the Rate and Service Guide, or on [ups.com](http://ups.com)<sup>®</sup>.

### **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 domestic 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 Centre. In addition, the shipper will apply a UPS Hold for Pickup label below the address label on the shipment. Hold for Pickup is not available for international package shipments.

For UPS Worldwide Express Freight Services shipments, the shipper may request that UPS hold a UPS Worldwide Express Freight Services shipment at a UPS Worldwide Express Freight Centre location 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 consignee (designated UPS Worldwide Express Freight Centre address not required).

UPS will hold the shipment at the designated UPS Customer Centre or UPS Worldwide Express Freight Centre 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.

"UPS Worldwide Express Freight Centre" means a UPS facility where a shipper may tender UPS Worldwide Express Freight Services pallets to UPS for transportation, and a consignee or other recipient may receive a pallet for delivery. UPS Worldwide Express Freight Centres available in Asia-Pacific are listed at [ups.com](http://ups.com)<sup>®</sup> under Global Locator section.

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### 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.

UPS Worldwide Express Freight Services shipments must be palletised, stackable, able to be lifted by forklift, and shrink-wrapped or banded to a skid. Shipper must ensure that pallets and packaging comply with all applicable laws and regulations of the origin and destination country.

### Right of Inspection

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

In addition, UPS is a regulated cargo agent and is subjected to security screening and clearing procedures by the local airport police and relevant authorities in accordance with local law, and that civil and criminal penalties, including forfeiture and sale, may be imposed for making false, fraudulent statements, or consigning explosives or explosive devices without lawful authority.

### Provisions for Customs Clearance of International Shipments

The shipper must provide required documentation for customs clearance. By providing required documentation, the shipper certifies that all statements and information relating to exportation and importation are true and correct. Furthermore, the shipper understands that UPS is a regulated cargo agent and is subjected to security screening and clearing procedures by the local airport police and relevant authorities in accordance with local law, and that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements or consigning explosives or explosive devices without lawful authority. When a shipment is tendered to UPS, UPS is thereby appointed as the agent for performance of customs clearance, where applicable. UPS is specified as the nominal consignee for the purpose of designating a customs broker to perform customs clearance.

Customs penalties, storage charges, or other expenses incurred as a result of an action by customs or failure by the shipper or consignee to provide proper documentation or to obtain a required license or permit 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. Where applicable, UPS provides brokerage service at no additional charge for routine customs clearance subject to any conditions stipulated in the effective UPS Rate and Service Guide. Additional charges may be applied for the complex clearance procedures listed in the Rate Guide.

### 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, available at [ups.com](http://ups.com)<sup>®</sup> and upon request at the local UPS office. UPS Worldwide Express Freight Services pallets that are processed as door-to-door pallets prior to drop off at a UPS Worldwide Express Freight Centre will receive door-to-door rates.

### Peak/Demand Surcharges

One or more Peak/Demand Surcharges will apply to certain packages tendered to UPS for shipment during a peak or high demand period, based on service level and package characteristics. Details regarding the application of Peak/Demand Surcharges and peak or high demand periods are set forth at [www.ups.com/rates/my](http://www.ups.com/rates/my).

Peak/Demand Surcharges apply cumulatively if a package meets more than one of the specified criteria. Peak/Demand Surcharges apply in addition to any other applicable charges. No waiver, discount, or reduction of any type to the Peak/Demand Surcharges shall apply unless UPS agrees in writing to such waiver, discount, or reduction with specific written reference to the Peak/Demand Surcharges.

### 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 non-payment by the receiver or third party, the shipper will be billed a refusal fee plus the shipping charges.

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### 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 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 UPS Worldwide Express Freight Services shipments, the Service Guarantee shall apply to a shipment in excess of 2 tons or 4,400 pounds only if the shipper obtained confirmation of eligibility for the Service Guarantee, prior to tender of the shipment to UPS for service.

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 pays all shipping charges. This option is subject to the third party having a UPS account. Shipper must indicate the third party's name, account number, and country in the appropriate section of the UPS Waybill.

Bill Duties and Taxes to:

- (a) Shipper – The shipper pays all duties and taxes.
- (b) Receiver – The receiver pays all duties and taxes.
- (c) Third Party – The designated third party pays all duties and taxes. This option is subject to the third party having a UPS account. Shipper must indicate the third party's name, account number, and country 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 international destination or origin.

An additional Duty and Tax Forwarding Surcharge will apply if the shipper selects a billing option in which duties and taxes are to be paid outside of the destination country.

### Responsibility For Loss or Damage

Where Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on October 12, 1929 (and any amendments thereto, including the Additional Protocol No.4 signed at Montreal on September 1975, or the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, May 28, 1999)) or CMR Conventions or any national laws implementing or adopting these conventions apply (for convenience collectively 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.

# Terms and Conditions of Service

Effective December 26, 2021

## (Continued)

Where Convention Rules or other mandatory national 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, or per pallet in a UPS Worldwide Express Freight Services 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, 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 pallet (or the local currency equivalent) or USD 2,500 per package or per pallet (or the local currency equivalent) if such a shipment is tendered from eligible origins to eligible destinations set forth at [ups.com/jewelry](https://www.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.

UPS shall not be liable or responsible for loss or damage due to acts of God, natural disasters, war risks, acts of terrorism, 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), disruption or failure of communication and information systems, or adverse weather conditions.

Save where applicable Convention Rules or other applicable mandatory national 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, 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 or pallet 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 national 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 the purposes set forth in, and subject to, the UPS Privacy Notice published on UPS's web site at <https://www.ups.com/content/my/en/resources/ship/terms/privacy.html> (hereby incorporated by reference into these terms). The shipper has certain rights under the law to have access to, rectify, object to the use for direct marketing of, or delete personal 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](https://www.ups.com)<sup>®</sup>). The effective UPS Rate and Service Guide and the description of UPS Services at [ups.com](https://www.ups.com)<sup>®</sup>, 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 the country where the shipment is presented to UPS for carriage.