

Terms and Conditions

This agreement (“Agreement”) is made and entered into by and between you (“Customer”) and United Parcel Service Inc., an Ohio Company (“UPS”). It sets forth the terms and conditions under which UPS will provide the pickup and delivery services set forth below (“Services”). The Services are further described in and governed by the UPS® Rate and Service Guides (“Service Guides”) and UPS® Tariff/Terms and Conditions of Service (“Terms”) applicable in the location of dispatch and in effect at the time of shipping, each of which is incorporated herein by this reference. The Service Guides and Terms are subject to change at any time without prior notice. If there is a conflict or inconsistency between a Service Guide or the Terms and this Agreement, the terms of this Agreement shall control.

UPS will provide Customer with the pricing incentives (“Incentives”) set forth below. These Incentives are only available to Customer and only for a single UPS account. UPS may immediately cancel this Agreement if Customer resells or offers the Services or Incentives to any other party without the prior written consent of UPS. Customer acknowledges and agrees that the Incentives represent a percentage discount from the applicable UPS® Rates (for packages tendered in the 48 contiguous United States, the UPS Daily Rates) in effect at the time of shipping, available at www.ups.com, which may change at any time. Customer acknowledges that the Incentives apply only to the base transportation rates set forth in the applicable UPS Rates and do not apply to any additional applicable charges or surcharges set forth in the Terms or Service Guides (for example, any applicable charges for Value-Added Services or other charges). Incentives will be provided only for packages tendered during the term of this Agreement.

To determine the Incentive level applicable to a given package, UPS will calculate Customer’s average weekly package volume for the four weeks prior to tender of the package (excluding the current billing week). Average weekly package volume is defined as the total number of packages shipped from all eligible and committed services for the four weeks divided by four.

For the first week under this Agreement, the Incentive level will be based on the total packages actually shipped during that week using eligible and committed services. For weeks 2, 3, and 4, the average weekly package volume will be based on the packages actually shipped during the current billing week and the prior one, two, or three weeks divided by two, three, or four, as applicable.

Average Weekly package volume ¹	UPS Next Day Air® (Ltr/Pkg)	UPS Next Day Air Saver® (Ltr/Pkg)	UPS 2nd Day Air®, UPS 2nd Day Air A.M.® (Ltr/Pkg)	UPS 3 Day Select® (Pkg)	UPS® Ground Commercial & Residential (Pkg) ²	UPS Worldwide Express® Export UPS Worldwide Saver® Export (Ltr/Doc/Pkg/Pak) UPS Worldwide Expedited® Export (Doc/Pkg) UPS Worldwide Express Freight™ Export (Pallet)	UPS Worldwide Express® Import UPS Worldwide Saver® Import (Ltr/Doc/Pkg/Pak) UPS Worldwide Expedited® Import (Doc/Pkg) UPS Worldwide Express Freight™ Import (Pallet)	UPS Standard™ Export / Import (to & from Canada) (Pkg) ³	UPS Standard™ Export / Import (to & from Mexico) (Doc/Pkg) ³
4 or less	18%	18%	18%	18%	9%	18%	18%	9%	9%
5 – 24	22%	22%	22%	22%	10%	22%	18%	10%	10%
25 or more	25%	25%	25%	25%	12%	25%	18%	12%	12%

¹ Based on a 4-week rolling average, as described herein.

² Excludes packages that originate in Hawaii.

³ Excludes packages that originate in Alaska or Hawaii.

For each package shipped using the UPS Ground services set forth above, Customer agrees to pay the greater of the net package charge after application of the above Incentives or the published UPS Rate for a Zone 2, 1 pound package, for the respective service, plus any additional charges for the package.

For each package shipped using the UPS Standard™ to Canada and UPS Standard™ from Canada services, Customer agrees to pay the greater of the net package charge after application of the above Incentives or the published UPS Rate for a 1 pound package for the respective service and zone, plus any additional charges for the package.

UPS may, at any time and in its sole and unlimited discretion, terminate, modify, suspend, extend or discontinue all or part of the Services, the Incentives, or this Agreement without liability to Customer or any third party, either by notice posted at

www.ups.com, notice provided directly to Customer, or notice otherwise reasonable under the circumstances. This Agreement will remain in effect until such time as UPS provides such notice of termination of the Incentives, the Services or this Agreement.

Customer agrees that, by clicking "I accept" and tendering a package to UPS, Customer will be bound by the terms set forth in this Agreement. This Agreement supersedes all other agreements between Customer and UPS regarding these Services.