

## 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").

This Agreement sets forth the terms and conditions under which UPS will provide the pickup and delivery services ("Services") at incentivized rates displayed to Customer at the time of shipment ("Rates"). The Services are further described in the applicable UPS® Rate and Service Guide ("Service Guide") and UPS® Tariff/Terms and Conditions of Service ("Terms") applicable to the United States in effect at the time of shipping. All Services provided by UPS are governed by the terms of the Service Guide and Terms in effect at the time of shipping, each of which are incorporated here by this reference. The Service Guide and Terms are subject to change at any time without prior notice. In the event of a conflict or inconsistency between the Service Guide or the Terms and this Agreement, the terms of this Agreement shall control. Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Service Guide or Terms, as applicable.

UPS offers the Rates only to Customer and will only apply the Rates to a single UPS account. Customer is prohibited from reselling or offering Services or the Rates to any other party without the prior written consent of UPS and failure to comply with this prohibition may result in immediate cancellation of this Agreement. Customer acknowledges that charges for Value-Added Services, Other Charges, or other fees, accessorial charges, or surcharges may apply to Customer or a shipment.

UPS may, at any time and in its sole and unlimited discretion, terminate, modify, suspend, extend or discontinue all or part of the Services, Rates, or this Agreement without liability to Customer or any third party, either by notice posted at [www.ups.com](http://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 Rates, the Services or this Agreement.

By clicking "I Accept", Customer accepts these terms and agrees that it shall be bound by the terms set forth in this Agreement. This Agreement shall be effective as of the date Customer indicates its acceptance by clicking "I Accept". This Agreement supersedes all other agreements between Customer and UPS regarding these Services.