

UPS Accelerator Shipping Program Terms & Conditions 2020

These terms and conditions (this "Agreement") are made and entered into by and between you ("Customer"), United Parcel Service Inc., an Ohio Corporation ("UPS Ohio"), and UPS Worldwide Forwarding Inc., a Delaware Company ("WWF"). UPS Ohio and WWF shall be collectively referred to herein as "UPS".

This Agreement sets forth the terms and conditions under which UPS will provide the pickup and delivery services with the pricing incentives set forth below ("Services"). 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 country of origin in effect at the time of shipping, each of which are incorporated here by this reference. The UPS Rate and Service Guides and Tariff/Terms and Conditions of Service are available at www.ups.com and are subject to change without prior notice. In the event of a conflict or inconsistency between the Service Guide or Terms and this Agreement, the terms of this Agreement shall control.

UPS will provide Customer with the incentives as set forth below ("Incentives"). These Incentives shall only be available to Customer and shall only be applied to a single UPS account. Customer is prohibited from reselling or offering Services or Incentives to any other party without the prior written consent of UPS. Failure to comply with this prohibition may result in immediate cancellation of this Agreement. Customer acknowledges and agrees that the Incentives represent a discount from the UPS® Daily Rates in effect at the time of shipping. Customer acknowledges that the Incentives apply only to the base transportation rate set forth in the applicable Daily Rates, and do not apply to any additional applicable charges or surcharges as set forth in the Terms or Service Guide (for example, any applicable Value-Added Services or other charges) unless otherwise specified below. Each eligible package (or shipment) will receive its applicable Incentive for the term of this Agreement. Incentives will be applied based on the week the package is billed, unless otherwise specified by UPS.

Each actual billed package will receive an incentive per the following schedule:

Base Weekly Transportation Charges - Bands	Domestic				International					Additional Incentives*
	Next Day	2 Day/ 3 Day	Ground Comm	Ground Resi	Export	Export Express Freight	Import	Import Express Freight	Canada Standard	
\$6,700.00 - And Up	66%	61%	50%	42%	74.5%	66.5%	60%	55%	39%	40%
\$6,000.00 - \$6,699.99	65%	60%	48%	40%	74%	66%	59%	54%	38%	
\$5,400.00 - \$5,999.99	64%	59%	46%	38%	73.5%	65.5%	58%	53%	37%	
\$4,800.00 - \$5,399.99	63%	58%	44%	36%	73%	65%	57%	52%	36%	35%
\$4,100.00 - \$4,799.99	62%	57%	42%	34%	72.5%	64.5%	56%	51%	35%	
\$3,200.00 - \$4,099.99	61%	56%	40%	32%	72%	64%	55%	50%	34%	
\$2,400.00 - \$3,199.99	60%	55%	38%	30%	71.5%	63.5%	54%	49%	33%	30%
\$1,600.00 - \$2,399.99	58%	53%	35%	27%	71%	63%	53%	48%	32%	
\$900.00 - \$1,599.99	56%	51%	32%	24%	70%	62%	52%	47%	31%	
\$600.00 - \$899.99	54%	49%	30%	22%	65%	60%	51%	46%	30%	25%
\$300.00 - \$599.99	52%	47%	28%	20%	60%	55%	48%	43%	27%	
\$0.01 - \$299.99	50%	45%	26%	18%	55%	50%	46%	41%	25%	

For the first four (4) weeks of this Agreement, discounts for all incented services will be applied based on the base transportation charges per week of \$2,700.00. After the first four (4) weeks of this agreement, the average weekly base transportation charges per week will be based on week four (4) through the week prior to the current billing week not to exceed 52 weeks. Average weekly base transportation charges per week is defined as the base transportation charges per week from all eligible and committed services for the given time period divided by the number of week(s) in the time period.

*Additional Incentives include the following Domestic and International Additional Charges: Residential Surcharge, Delivery Area Surcharge (excluding UPS SurePost®), Delivery Area Surcharge Extended, Extended Area Surcharge, as applicable.

Additional Incentives (not included above)

UPS will also apply additional incentives to the following services:

Accessorial	Domestic	International
Large Package Surcharge Additional Handling Surcharge	25% off	
Electronic Return Label Print Return Label Smart Pickup	40% off	
Billing Options-Duty and Tax Forwarding Surcharge	N/A	50% off

Domestic	
Air CWT	Ground CWT
40%	35%

Domestic and International Export and Export Standard
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Minimum Net Shipping Charge

For each shipment, Customer agrees to pay the greater of the (a) net shipment charge based on the applicable Incentive or (b) the Minimum Net Charge based upon the adjustment in the following table. Minimum net shipment charge is calculated by deducting applicable adjustment from the published 1 lbs. base rate from the table below.

Service	Base Rate	Adjustment to the Base Rate
UPS 3 Day Select®	UPS 3 Day Select® Zone 302 1 lbs.	25%
UPS® Ground - Commercial	UPS® Ground Zone 002 1 lbs.	\$0.25
UPS® Ground – Residential		
Canada Standard UPS Standard® to Canada UPS Standard® from Canada	1 lbs. shipment for the respective service and respective zone	0%

Electronic PLD Bonus

The Incentives detailed earlier in this Agreement include an Electronic PLD bonus up to the amount defined in the table below. Shipments tendered via non-Electronic PLD will not receive this bonus. At no point will non-application of the bonus result in net rates that exceed the published rates in effect at the time of shipment. The bonus will be applicable to all shipments paid for by accounts in this Agreement.

Service	Domestic						International	
	Next Day	2 Day	3 Day	Ground Com	Ground Res	Ground CWT	Export	Canada Standard Export
Electronic PLD Bonus	10%	10%	10%	5%	5%	5%	10%	10%

The following methods of providing UPS shipment information will be considered non-electronic for this Agreement: Manifest Key Entered, Manifest Summary, Hundredweight Shipping Document, Paper Waybill, Air Shipping Document, Shipping Record (SRB/SRM), Consignee Billing Paper Books. All other shipment information will be considered electronic PLD.

Committed Services

In addition to the Services listed within the Service Groupings Descriptions section, the following Services will be included in the tier determination: UPS SurePost®, UPS Next Day Air® Early, UPS Worldwide Express Plus® - US Export, UPS Worldwide Express Plus® - US Import, UPS 3 Day Select® from Canada, UPS Worldwide Economy DDP⁴, UPS Worldwide Economy DDU⁴, 10 kg and 25 kg International box and Pre-paid Air services are excluded.

The following transportation surcharge revenue will also be included to determine the customer's Base Weekly Transportation Charges Band: Residential Surcharge, Delivery Area Surcharge (US 48), Remote Area Surcharge (AK, HI), Extended Area Surcharge (International services), and Large Package Surcharge.

Notes

¹ UPS® - Hundredweight is a contractual service available for Scheduled Pickup customers having frequent non-palletized, multiple-package shipments sent to the same location on the same day. UPS Hundredweight rates and incentives will only apply to UPS accounts with an active Hundredweight Tier (01-07).

² Undeliverable Packages will be returned as specified in the UPS Tariff. Any Incentives in effect at the time of shipment for the Service in which an Undeliverable package is shipped will be applied to the Undeliverable package.

³ Worldwide Express Freight service and Worldwide Express Freight Midday service are not available to all countries. For a current list of available countries, visit http://www.ups.com/media/en/gb/wwef_country_list.pdf

^{1 4} UPS provides UPS Worldwide Economy service on a contract-only basis. All shippers must enter into an approved contract for UPS Worldwide Economy service. UPS Worldwide Economy rates are listed at www.ups.com/wwconomy

In addition, the following guidelines will be used for the UPS Accelerator Shipping Program Promotion ("Promotion"). To help support your business, UPS offers a credit up to \$1,000 ("Program Credit") to eligible shippers that meet the criteria outlined below.

Participant Eligibility

- To be eligible for the Promotion, you must be invited by UPS to join the UPS Accelerator Shipping Program ("Program") and you must complete enrollment into the UPS Accelerator Shipping Program.
- Only commercial (business) shipping accounts are eligible for the Program and Program Credit
- Only Program members are eligible for the Program Credit.
- Each eligible shipper can only enroll one UPS account number for the duration of the Promotion and Program.

Enrollment

- Participants must enroll online from the UPS provided Program website.
- UPS must approve all enrollees in the Program. UPS maintains the sole and exclusive discretion to determine eligibility for the Program, the Program Credit and whether to enroll any shipper account into the Program. Eligible shippers must request enrollment and be approved by UPS for enrollment between the dates of September 29, 2020 and November 30, 2020.
- An eligible shipper that requests and is approved by UPS for enrollment in the Program and otherwise meets the requirements stated herein is a "Program Participant".
- Shippers new to UPS must successfully sign up for a new UPS account and successfully accept the terms and conditions of the UPS pricing agreement. Current UPS shippers also need to enroll using their current UPS account number, which can be done by clicking on "I have a UPS account", and successfully accept the terms and conditions of the UPS pricing agreement.

"Eligible Shipments"

- Eligible Shipments include only UPS small package shipments shipped from a U.S. origin and billed to an account number enrolled in the Program between the dates of September 29, 2020 and December 31, 2020 ("Promotional Period").
- Only shipments made from the Monday after successful enrollment until 12/31/2020 are Eligible Shipments
- Eligible Shipments do not include UPS Freight shipments, UPS Freight Forwarding shipments or any shipment with an origin outside of the U.S.

Earning Program Credits

- Program Credit is earned only on Eligible Shipments

- Program Credit is earned only based on “Eligible Charges”. “Eligible Charges” shall include only base transportation charges associated with Eligible Shipments for which payment to UPS has been made; customs and brokerage charges, declared value charges, and other charges or fees outside of base transportation charges associated are not Eligible Charges.
- A Program Participant who ships packages during the Promotional Period for which there are a total of one thousand U.S. Dollars (\$1000) or more in Eligible Charges will receive total Program Credit of one thousand U.S. Dollars (\$1000).
- A Program Participant who ships packages during the Promotional Period for which there are less than one thousand U.S. Dollars (\$1000) in total Eligible Charges will receive total Program Credit equal to the amount of Eligible Charges associated with such Program Participant’s Eligible Shipments, but in no event more than \$999.99.
- For example:
 - Program Participants shipping packages with Eligible Charges of \$1000, \$2000 or \$3000 will each receive total Program credit of \$1000 (maximum payable Program Credit); and
 - A Program Participant with Eligible Charges of \$500 will receive total Program Credit of \$500.

Payment of Credits

- The maximum total Program Credit issued per Program Participant will be \$1,000.
- Program Credit, if earned, will be paid to Program Participant by UPS in the form of a check approximately five (5) weeks after 12/31/2020.

UPS may, at any time and in its sole and unlimited discretion, terminate, modify, suspend, extend or discontinue all or part of the Services, Incentives, or this Agreement without liability to Customer or any third party. UPS’s total liability to you arising from or related to the Promotion shall in no event exceed \$1000.

Customer agrees that it shall be bound by the terms set forth in this Agreement by signing up for the Services and tendering a package to UPS, at which time, this Agreement shall become effective. This Agreement supersedes all other agreements between Customer and UPS regarding these Services.