UPS Terms and Conditions of Carriage

This is the current version as at the date of publication of this Guide. The latest version, which shall always be the applicable one for new shipments, may be found at www.ups.com or obtained from a UPS Office.

1. Introduction

1.1 These terms and conditions ("terms") set out the basis on which UPS will transport packages, documents and other consignments ("packages"). These terms are supplemented by the current applicable UPS Service and Tariff Guide ("the Guide"). The Guides contain important details about the services of UPS which the shipper should read and which form part of the agreement between UPS and the shipper.

1.2. The term "UPS" will mean the shipper’s contract will be with the UPS authorised service contractor, or the UPS entity doing business in the country where the shipment is presented for carriage, which may be contacted c/o 5 Avenue Ariane, 1200 Brussels, Belgium (although the shipper shall not be liable for choosing details or confirming particulars on any such document). That company will also be the first contact of the goods for the purposes of the Conventions referred to in paragraph C.

1.3 Where carriage by air involves an ultimate destination or stop outside the country of origin of the Warsaw Convention may apply. The Warsaw Convention governs in most cases limits the liability of carriers in respect of loss of or damage or delay 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 agreed at Warsaw on 12 October 1929 or (ii) that Convention as amended or supplemented by any protocol or supplementary convention or (iii) the Montreal Convention 1999 whichever is applicable.) 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 19 May 1956 ("the CMRR Convention").

1.4 A shipper may be carried on an intermediate stoppage places that UPS deems appropriate. UPS may engage subcontractors to perform services and contracts both on its own behalf and on behalf of its servants, agents and sub-contractors each of whom shall have the benefit of these terms.

1.5 In those terms, "Waybill" shall mean a single UPS waybill assignment note or the entire record against the same date, address and service level on a pick-up record. All packages covered under a Waybill shall be considered a single shipment.

2. Scope of Service

Unless any special services are agreed, and subject to these terms, the service to be provided by UPS is limited to the collection, transportation, customs clearance (where applicable, and delivery of the shipment). Shipments will be consolidated with those of other shippers for transport and UPS may not monitor the inbound and outbound movement of individual shipments at all handling centres.

UPS is not a common carrier and reserves the right in its absolute discretion to refuse carriage to any shipment tendered to it for transportation.

3. Conditions of Carriage

This section sets out various restrictions and conditions which apply to the carriage of packages by UPS. It also explains what the consequences are of the shipper presenting packages for carriage for carriage (or part thereof) until it receives payment in full or may sell them and use the proceeds to make good the deficiency.

3.1 Service Restrictions and Conditions

Shipments must comply with the restrictions in the paragraphs (i) to (v) below.

(i) Packages must not weigh more than 33.5 kilograms (or 75 lbs) or 70 kilograms (or 155 lbs) (depending on where the shipment is presented to UPS for carriage and the country of destination, as specified in the Guides) or exceed 274 centimetres in length or a total of 450 centimetres in length and girth combined.

(ii) The value of any package may not exceed the local currency equivalent of USD 50,000. In addition the value of any jewellery and watches, other than costume jewellery or costume watches, in a package shall not exceed the local currency equivalent of USD 500.

(iii) Packages must not contain any of the prohibited articles listed in the Guides including but not limited to articles of unusual value (such as works of art, antiques, precious stones, stamps, unique items, gold or silver), money or negotiable instruments (such as cheques, title of exchange, bonds, savings bonds, prepaid card, share certificates or other securities), firearms and dangerous goods.

(iv) Packages must not contain goods which might endanger human or animal life or any means of transportation, or which might contaminate or damage other goods being transported by UPS, or the carriage, or export or import of which is prohibited by applicable law.

The shipper shall be responsible for the accuracy and completeness of the particulars inserted in the Waybill and for ensuring that all packages are set out and attached contact details for the shipper and receiver of the packages and that they are so packed, marked and labelled, their contents so described and classified and are accompanied by such documentation as may (in each case) be necessary to make them available for transportation and to comply with the requirements of the Guides and applicable law.

Unless prohibited by law, UPS is entitled to open and inspect, or scan by means of X-ray or other appropriate methods, packages and packages without notice, where the shipper has the benefit of these terms. In the case of shipments whose points of dispatch and destination are both within the same customs area, UPS only performs customs clearance for the shipper.

3.2 Handling of Perishable and Temperature Sensitive Goods

3.3 In the event of suspension of carriage, UPS does not provide special handling for such shipments.

3.3 Refusal and Suspension of Carriage

(ii) If it comes to the attention of UPS that any shipment does not meet any of the above restrictions or conditions or that any COD amount stated on a COD Waybill exceeds the limits specified in paragraph 8, UPS may refuse to transport the relevant shipment (or any relevant part thereof) and, if a carriage is in progress, UPS may suspend carriage and hold the shipment (or any relevant part thereof) to the shipper’s order.

(iii) UPS may also suspend carriage if it cannot effect delivery, if the receiver refuses to accept delivery, if it is unable to effect delivery because of an incorrect address (having used all reasonable means to find the correct address) or because the correct address is found to be in another country from that set out on the Waybill (or if it cannot collect amounts due from the receiver on delivery.

(iv) If UPS is entitled to suspend carriage of a shipment (or any relevant part thereof), it will also be entitled to return it to the shipper at its own discretion.

3.4 The shipper must pay and indemnify UPS for any reasonable costs and expenses (including storage), incurred by ups, any losses, taxes and customs duties UPS may incur and all claims made against UPS because (i) a shipment does not meet any of the restrictions, conditions or representations in paragraph 3.1 above, (ii) of any refusal or suspension of carriage or return of a shipment (or part thereof) by UPS which is not authorized by this paragraph 3.4, or (iii) of a failure by the shipper to comply with any of the obligations and prohibitions contained in paragraphs 3.1 to 3.3 above.

3.5 If the shipper tenders to UPS a shipment which fails to comply with any of the restrictions or conditions in paragraph 3.1 above without UPS express written consent, UPS will not meet any loss however arising out which the shipper may suffer in connection with the carriage by UPS of such shipment (regardless of whether that failure has caused or contributed to the loss or notwithstanding any negligence on the part of UPS or its employees, contractors or representatives and). UPS does suspend carriage for a reason allowed by these terms, the shipper will not be entitled to any refund on the carriage charges it has paid. UPS may bring a claim in respect of such non-compliance

3.6 If there is suspended carriage of a shipment (or any relevant part thereof) in accordance with these provisions, UPS is unable within a reasonable time to obtain the shipper’s instructions or disposes of or discards the shipper or any person entitled to the goods (having firstly opened the shipment), UPS shall be entitled to destroy or sell the shipment (or any relevant part thereof) at its absolute discretion. The proceeds of any such sale shall first be applied to any charges, costs or expenses (including interest) outstanding in respect of the shipment or the shipper from the concerned. Any balance shall be held over until payment.

3.7 Unless prohibited by law, UPS reserves the right, but is not obligated, to open and inspect, or search by means of X-ray, any shipment tendered to it for transportation at any time.

4. Customs Clearance

When the shipment requires customs clearance, it is the shipper’s obligation to provide, or to ensure that the receiver will provide, UPS with complete and correct documentation for the purpose. UPS will, unless instructed otherwise, act on behalf of, and at the expense of and at the risk of the shipper or receiver in obtaining customs clearance. Provided that, in the case of shipments whose points of dispatch and destination are both within the same customs area, UPS only performs customs clearance for the shipper.

The shipper agrees that the terms of this Schedule and any endorsement to the relevant Waybill shall be the terms under which the receiver and the shipper will be bound.

5. Payment

5.1 The rates 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. UPS may verify the actual and/or dimensional weight of shipments and, if greater than the declared weight, invoiced on such basis. Unless proved otherwise, an invoice shall be considered for this purpose to have been received three business days following the date of invoice.

5.2 (ii) If UPS is required to pay any taxes, duties or levies on behalf of the shipper, receiver or a third party, (b) the selected billing option indicates that the receiver or a third party should pay any charges, or (c) any taxes, duties, penalties, charges or expenses are imposed, rightly or wrongly, by government authorities, or incurred by UPS due to any circumstances, including any failure by the shipper or the receiver to provide correct information and documentation or any permits or licences required in connection with the carriage of the goods, then UPS shall be entitled and solely liable to UPS with the receiver and such third parties for such amounts. In each case where the selected billing option indicates payment to be collected, as if it were the receiver or any third party, UPS will (subject to the instructions of the shipper) pay the full amount of the relevant amount to the receiver and/or any third party. If the amount in question is not immediately paid by UPS in full by any of the above parties, whatever is unpaid shall be payable by the shipper or those parties, as applicable, to UPS in accordance with the Schedule of charges calculated in accordance with the prevailing rates of UPS.

5.3 Any sum payable to UPS which a receiver will not have paid at the rate specified on the invoice from the due date to the date UPS receives payment whether before or after judgment. In addition, UPS reserves the right to charge late payment administration fee (which is a maximum of GBP 40 (EUR 40 in Dee and Finland, DKK 100 in Denmark, NOK 50 in Norway and SEK 50 in Sweden) per invoice.

5.4 If no sum is paid by the shipper, receiver or any other party under these terms, UPS may hold any shipments it is carrying (or part thereof) until it receives payment in full or may sell them and use the proceeds to make good the debts due to it in accordance with applicable local law. Any unclaimed balances will remain payable.

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6. Interruption of Service

If UPS is unable to deliver in accordance with the carrier's shipment for a reason beyond its control, UPS will not be in breach of its agreement with the shipper but will take all steps that are reasonably practicable in the circumstances to continue or commence the carriage. Examples of events beyond UPS's control are disruption to or or ground transportation due to bad weather, fire, flood, war, terrorism, civil disturbances, acts of government or other authorities (including, without limitation, customs, labour disputes or civil unrest affecting UPS or some other party, delay in customs clearance and/or delays or other issues arising out of or otherwise related to the UK ceasing to be a member of the EU.

7. Money Back Guarantee

For certain destinations and services, UPS offers a money back guarantee on the shipping charges. Details of any applicable terms and conditions of this guarantee and the list of eligible services will be set out in the Guide and on the UPS website (www.ups.com), each as current at the time the goods are accepted for carriage, and can also be found by contacting the shipper’s local UPS call centre. For the avoidance of doubt, the liability of UPS under the money back guarantee is limited to the excess and the guarantee does not otherwise constitute any form of undertaking or representation that the shipment will be delivered at any particular time.

8. Collect on Delivery (COD)

For certain destinations and services as advised by the local UPS call centre, UPS offers a COD service on payment of an additional charge as set out in the Guide. If the shipper makes use of this service, subject to the provisions set out below (including those relating to currency conversion) UPS will collect on behalf of the shipper the COD amount stated on the Waybill. This service is not available for collect.

COD amounts must be specified on the Waybill in either EUR or, if different, the currency of the destination. Where any of the COD amounts specified on the Waybill, collected from the receiver and paid to the shipper are in different currencies from each other, the conversion(s) will be made at such exchange rate(s) as UPS may reasonably determine.

UPS does not accept responsibility for any currency exchange risks.

8.1 Cash COD

- Where UPS is instructed on the Waybill in accordance with applicable UPS guidelines to accept cash only, UPS will collect only cash, in the currency of the country of destination. Where cash is collected, the maximum collectable in any form on behalf of a shipper shall be the local currency equivalent of USD 5,000 per receiver per day. Notwithstanding the previous amount, the collectable amount in cash on behalf of a shipper from receivers located in the following countries for COD shipments may not exceed the respective amounts per receiver per day: Belgium: EUR 3,000; Spain: EUR 2,400; Greece: EUR 1,800; Portugal: EUR 1,800; Italy: EUR 2,996; France: EUR 1,600; Romania: RON 10,000 for individuals, RON 5,000 for legal entities. For COD only, the shipper may collect a maximum of 15,000% PLN if the shipper specifies a COD amount that exceeds these limits. UPS will automatically be entitled to accept cheques for the whole or any part of that amount.

8.2 Cheque COD

- If the Waybill does not clearly (and in accordance with applicable UPS guidelines) instruct UPS to accept only cash, UPS may accept payment either in cash (subject to the restrictions in paragraph 8.1) or by any kind of cheque made out in the local currency of the receiver. The shipper’s authority to accept payment of COD charges from the receiver in accordance with this paragraph shall be the local currency equivalent of USD 5,000 per receiver per day. Notwithstanding the previous, the collectable amount in cheques on behalf of a shipper from receivers located in the following countries for COD shipments may not exceed the respective amounts per receiver per day: Belgium: EUR 3,000; Spain: EUR 2,400; Greece: EUR 1,800; Portugal: EUR 1,800; Italy: EUR 2,996; France: EUR 1,600; Romania: RON 10,000 for individuals, RON 5,000 for legal entities. For COD only, the shipper may collect a maximum of 15,000% PLN if the shipper specifies a COD amount that exceeds these limits. UPS will automatically be entitled to accept cheques for the whole or any part of that amount.

8.3 Payment of Collected COD Amounts - Where UPS collects cash, UPS will pay the COD amount to the receiver in the local currency of the country of destination. Where UPS collects cheques, UPS will pay the COD amount to the receiver in the currency of the country of destination.

8.4 UPS may use an electronic device to obtain proof of delivery and the shipper agrees that it will not object to UPS relying on such proof of delivery in lieu of an actual delivery, unless UPS loses or damages the package.

8.5 UPS does not accept any responsibility for any dishonest or fraudulent acts on behalf of the receiver, including but not limited to, presenting a fraudulent cheque or one which is later dishonoured, or for cheques incorrectly completed by the receiver.

9. Liability

9.1 Where Greater carriage or CMR Conventions or any national laws implement or replacing these conventions apply for convenience 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.

9.2 Where Convention Rules or other mandatory national laws do not apply, UPS will only be liable for loss with reasonable care and skill and liability shall be exclusively governed by these terms and (save in the case of personal injury or death) limited to payments not exceeding the greater of:

- 9.2.1 the value of the shipment as declared by the shipper, but in no event exceeding SDR 65 per parcel in the case of goods presented in the UK to UPS for carriage (EUR 85 in Eire and Finland, DKK 653 in Denmark, NOK 655 in Norway, SEK 765 in Sweden; or)
- 9.2.2 Special Drawing Rights (SDR’s) per kg of the goods affected, unless a higher value has been declared by the shipper under paragraph 9.3 below. An SDR is a unit of account adopted by the International Monetary Fund and its current value is regularly published in major financial newspapers. At the date of publication of these terms 9.2.2 SDRs was equal to approximately GBP 60 per parcel in the case of goods presented in the UK to UPS for carriage (EUR 85 in Eire and Finland, DKK 653 in Denmark, NOK 655 in Norway, SEK 765 in Sweden; or)

9.3 If the claim (in any form or from any person by whom the rights of claim are asserted) is caused or contributed to by any loss, damage or delay in a package or pallet, any liability UPS may incur hereunder (limited as above) may be reduced or extinguished in accordance with the law applicable to such contributory negligence.

9.4 If subject to the provisions of paragraph 9.5, the shipper may obtain the benefit of a greater limit of liability than UPS provides for, by including in paragraph 9.2 above or in any subsequent contract, which the shipper signs, a provision limiting liability for loss or damage caused by UPS in excess of the minimum liability established by UPS in accordance with the Guide.

9.5 Where Convention Rules or other mandatory national laws require otherwise, UPS does not accept responsibility for 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, arming from any of these or damage to a shipment (or part thereof), or whether or not a value has been declared in respect of the relevant shipment under paragraph 9.4.

10. Delivery

UPS may deliver a shipment to the receiver or to any other person appearing to have authority to accept delivery of the shipment on behalf of the receiver (such as a postmaster at the same premises as the receiver). If such person is available the package may be left in the receiver’s letterbox (if safe), delivered to the neighbour, unless the shipper has excluded such delivery options by using the relevant additional service.

11. Data Protection

11.1 UPS has the right to process data provided by the shipper or receiver in connection with carriage by UPS, to transfer such data to other group companies and contractors of UPS, including in certain countries which may not have the same level of data protection and in such countries where the shipper possesses personal data, and to have it processed there (including to the extent the transfer and processing of data in such countries is required for performing the agreed shipment services). The shipper warrants that (i) it has obtained personal data the shipper provided to UPS in this behalf, (ii) is authorized to provide such data to UPS, including if and to the extent the transfer and processing of the data in such countries is required for performing the agreed shipment services, and (iii) has obtained informed and specific consent from such receiver that UPS may send e-mail and other notifications related to the agreed shipment services to the receiver. UPS uses the shipper’s personal data for the shipment in accordance with the UPS Privacy Notice published on UPS’s web site at https://www.ups.com/cn/en/services/terms-and-conditions/privacy-notice.page.

11.2 Furthermore, the shipper warrants that it has duly informed the receiver that UPS may use the receiver’s personal data in accordance with the above linked UPS Privacy Notice in effect at the time of shipping with regard to uses other than those specified in sub-section 11.1 above.

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 occurrence of the damage or loss in question (the “Claim Period”) by note left at their premises. Where UPS does not deliver a shipment because the receiver does not pay the COD amount in the appropriate form, UPS shall have no liability for UPS’s failure to deliver. Where UPS delivers a shipment within eight months from the scheduled date for delivery, the shipper must notify UPS in writing within 45 days of the date of delivery of the shipment concerned.

The shipper shall indemnify UPS for all losses, expenses, and any claims made against UPS by the receiver or any third party, arising where UPS does not deliver a shipment because the receiver does not pay the COD amount in the appropriate form or refuses to accept the shipment.

UPS shall not be liable for any loss, damage or delay to the goods themselves.

UPS does not accept any responsibility for any dishonest or fraudulent acts on behalf of the receiver including, but not limited to, presenting a fraudulent cheque or one which is later dishonoured, or for cheques incorrectly completed by the receiver.