



UPS SurePost[®]

Terms and Conditions

Effective December 29, 2019

UPS SurePost[®] Service Description

UPS SurePost service transports domestic packages primarily by ground transportation with final delivery to residential addresses by either the United States Postal Service[®] ("USPS[®]") or UPS. The following are features of the service:

Contract only

UPS provides UPS SurePost service on a contract-only basis. All shippers must enter into an approved contract for UPS SurePost service.

Geographic scope

UPS SurePost service is currently available for packages picked up within the 48 contiguous United States for delivery to residential addresses in the 48 contiguous United States, Alaska, Hawaii, Puerto Rico, U.S. Territories and to U.S. Post Office Boxes[™] and APO/FPO/DPO addresses. UPS SurePost service is not available for international packages.

Origins and destinations for UPS SurePost are subject to change.

UPS WorldShip[®], UPS CampusShip[®], UPS Ready[®] Solution, UPS Host System, UPS Shipping API

UPS SurePost service is available only for packages processed through UPS WorldShip, UPS CampusShip, UPS Shipping API, an approved UPS Ready Solution, or an approved UPS host system that meets UPS requirements at the time of shipment.

Permissible size and weight of packages

Packages tendered for UPS SurePost service are subject to minimum and maximum size and weight restrictions. UPS SurePost packages must be at least four inches high, six inches long, and .75 inches wide, may not exceed 130 inches in length and girth combined, and no single dimension may exceed 60 inches in length. The maximum weight of a UPS SurePost package is 70 pounds.

UPS SurePost packages with an actual weight of less than 1 pound must be less than 864 cubic inches to be eligible for the UPS SurePost - Less than 1 lb. rates. UPS SurePost packages with an actual weight of less than 1 pound that are 864 cubic inches or more are subject to a minimum billable weight of 1 pound and the UPS SurePost - 1 lb. or Greater rates. To calculate the cubic size in inches, multiply the package length (longest side of the package) by the width by the height.

Packages also must comply with the size, weight, and content limitations set forth in the *USPS Domestic Mail Manual* in effect at the time of shipping. The *USPS Domestic Mail Manual* is available at http://pe.usps.com/text/dmm300/dmm300_landing.htm. Packages not conforming to these size and weight limits are subject to additional charges. UPS SurePost packages also must meet the requirements for permissible commodities set forth in the *UPS[®] Tariff/Terms and Conditions of Service*, available at [ups.com/terms](https://www.ups.com/terms).

Rates

UPS SurePost rates are based on shipper and package characteristics, including Zip Code distribution, weight, size and volume.

UPS SurePost rates are listed at <https://www.ups.com/us/en/surepost-rates.page>.

Additional charges

A fuel surcharge applies to UPS SurePost service. The current fuel surcharge is described at <https://www.ups.com/us/en/shipping/surcharges/fuel-surcharges.page#contentBlock-12>.

Additional charges as set forth in the UPS SurePost rates, for nonstandard service, additional or nonstandard usage, and other applicable additional or additional charges as referenced within the *UPS Rate and Service Guide* and the *UPS Tariff/Terms and Conditions of Service* also apply to UPS SurePost service.

UPS SurePost Service Terms

UPS provides UPS SurePost service to you ("Customer") subject to the following terms and conditions ("UPS SurePost Service Terms"):

1. Applicable terms.

UPS SurePost service is provided pursuant to (i) the Service Description set forth above and these UPS SurePost Service Terms, in effect at the time of shipping; (ii) the terms set forth in the *UPS Rate and Service Guide*, and the *UPS Tariff/Terms and Conditions of Service* ("UPS Tariff") in effect at the time of shipping, as modified by these UPS SurePost Service Terms; and (iii) the carrier agreement between UPS and Customer ("Agreement"). The *UPS Rate and Service Guide* and the UPS Tariff (each available at [ups.com](https://www.ups.com)), the UPS SurePost Service Description and these UPS SurePost Service Terms are subject to change without prior notice. In the case of a conflict between these UPS SurePost Service Terms and any other terms in the UPS Tariff, *UPS Rate and Service Guide*, or the Agreement, these UPS SurePost Service Terms shall prevail. The UPS Tariff, *UPS Rate and Service Guide*, and the Agreement are expressly incorporated herein by this reference.

2. Mailer ID required.

Customer must manifest each UPS SurePost package using a unique mailer identification number as provided to Customer by UPS. The mailer ID may be used only for UPS SurePost service and no other purpose, including any other UPS service. If Customer uses the mailer ID for any other service, UPS may, in addition to any other remedies, terminate UPS SurePost service to Customer and Customer shall reimburse UPS for any postage charges assessed due to such unauthorized use.

3. Geographic scope.

UPS SurePost service is provided to and from the origins and destinations as set forth above in the UPS SurePost Service Description, in effect at the time of shipping. UPS reserves the right to add or eliminate permitted origins and destinations without prior notice.

4. Size and weight limits; packaging.

Packages tendered for UPS SurePost service are subject to the weight and size limitations set forth above in the UPS SurePost Service Description, in effect at the time of shipping. Packages not conforming to these size and weight limits are subject to additional charges.

Customer may not use UPS- or USPS-supplied boxes or other packaging for UPS SurePost packages. UPS SurePost packages using UPS- or USPS-supplied boxes or other packaging will be assessed shipping rates and charges as applicable to the packaging used.

5. USPS Domestic Mail Manual restrictions; UPS permitted commodities.

Customer shall comply with the *USPS Domestic Mail Manual* in effect at the time of shipping and all applicable USPS rules and regulations for all packages tendered for UPS SurePost service, including restrictions on commodities and packaging.

Customer shall not tender, and UPS will not accept for UPS SurePost service, packages containing lithium batteries, hazardous materials, dangerous goods or other items subject to regulation under the U.S. Code of Federal Regulations, Title 49 (including Limited Quantity (ORM-D)). Customer shall ensure that packages do not contain any item that UPS prohibits or states that it does not accept, as set forth in the UPS Tariff.

Customer shall be responsible for any penalties, fines, or any other damages that may arise as a result of Customer's failure to comply with USPS rules and regulations or UPS requirements.

6. Transit time; Service Guarantee.

The time and date of delivery for any package tendered for UPS SurePost service is not guaranteed. The UPS Service Guarantee as set forth in the UPS Tariff is not available for packages tendered for UPS SurePost service. Customer, on behalf of itself and its consignees, waives any right or claim for damages or liabilities of any kind against UPS arising from or relating to delayed delivery of packages tendered for UPS SurePost service.

7. Mode of transportation; delivery.

UPS may provide UPS SurePost service via any mode of transportation in its discretion. Customer acknowledges that transportation for UPS SurePost packages, including for shipments to certain Zip Codes, may be made in whole or in part by the USPS in UPS's sole discretion. Only one delivery attempt shall be made on each package. Packages may be released to the consignee's address without signature.

8. Undeliverable packages.

UPS SurePost packages that cannot be delivered by the USPS will be returned to Customer or destroyed as determined by the USPS. All packages returned to Customer by the USPS will be charged the applicable USPS postage rate plus an additional service fee, as determined by the USPS. All such return charges are billed directly to Customer or the receiver by the USPS. Customer may request the USPS to provide Ancillary Service Endorsements for undeliverable packages pursuant to the *USPS Domestic Mail Manual*, including Address Service Requested, Return Service Requested, Forwarding Service Requested, and Change Service Requested. Such services are provided by the USPS according to the terms and charges set forth in the *USPS Domestic Mail Manual*.

If UPS is unable to deliver a UPS SurePost package, it will be returned to Customer at Customer's expense.

9. Termination of service.

UPS shall have the right to terminate UPS SurePost service to Customer immediately (i) if Customer fails to comply with any of these UPS SurePost Service Terms or the terms of any Agreement, or (ii) if the USPS eliminates or changes the terms under which it provides service for packages tendered for UPS SurePost service. Termination shall be effective on notice to Customer.

10. Pricing.

Customer shall pay the rates and charges applicable to UPS SurePost service, except as otherwise set forth in the Agreement. Changes shall become effective on the date specified in the notice.

The rates and charges for UPS SurePost service are subject to change on advance notice at any time for any reason. Changes shall become effective on the date specified in the notice.

Bill Third Party and Bill Consignee (Collect Billing) options are not available.

11. Processing system; Routing code; label; PLD.

Customer shall use (and shall ensure all Customer shipping locations use) UPS WorldShip, UPS CampusShip, UPS Shipping API, or an approved UPS Ready Solution or approved host system that meets UPS's requirements at the time of shipment ("UPS Automated Shipping System") to process UPS SurePost packages.

Customer shall ensure that all Customer shipping locations update on a monthly basis the UPS Automated Shipping System with the current version of the UPS SurePost Routing file. On UPS's request, Customer shall reimburse UPS for any charges levied by the USPS to transport packages to the correct USPS facility for delivery to the consignee.

Customer shall apply to each package tendered for UPS SurePost service a special UPS SurePost label, which is readable by the USPS and identifies packages for UPS SurePost service. Customer also must comply with the requirements set forth in the *UPS Guide to Labeling Supplement – UPS SurePost*, available from your Account Executive. Customer shall upload all applicable Package Level Detail ("PLD") information, including but not limited to package dimensions, to UPS on or before the date of shipment. If Customer does not provide timely upload of all applicable PLD information, USPS delivery status events will be unavailable.

12. Package segregation.

UPS reserves the right to require Customer during the months of November and December, to segregate its UPS SurePost service packages from its UPS® Ground service packages prior to tender to UPS. UPS will provide Customer thirty (30) days prior written notice of such requirement.

13. Liability limitations.

UPS's liability for loss or damage to UPS SurePost packages is limited to a maximum of one hundred dollars (\$100) per package. Whenever goods are damaged or lost in the course of transportation by UPS and a valid claim has been filed as set forth in the UPS Tariff, UPS will pay, at its option, the lowest of the following: the actual cost of the goods, the repair cost, the replacement cost, or one hundred dollars (\$100). Notwithstanding anything herein to the contrary, UPS shall have no liability for any loss of, or damage to, any goods while in the care, custody or control of the USPS, or any other third party.

UPS SurePost service is an economy transportation service intended for the transportation of low value packages; therefore, Customer agrees that the limitation of liability set forth above is reasonable under the circumstances surrounding the transportation. Accordingly, any packages that Customer ships using UPS SurePost service will be subject to the limitation of liability contained in these UPS SurePost Service Terms, and Customer acknowledges that it does not wish to declare an additional value for any package to avoid the limitation of liability set forth herein. If Customer inadvertently makes a

declaration of value in excess of the limit set forth herein, Customer and UPS will consider such declaration to be null and void. Customer, on behalf of itself and its consignees, waives any right or claim for loss or damage to a package in excess of the limitation of liability set forth herein.

Customer agrees that a UPS delivery scan, including a driver release delivery record or a record of delivery to the USPS, shall constitute valid and conclusive proof of delivery. Where a delivery scan for a package has been provided as proof of delivery, UPS shall not be liable for, and Customer agrees to hold UPS harmless from, any and all claims arising from delivery of such package, including loss, theft, non-delivery, or delayed delivery.

UPS's exclusions of liability contained in the UPS Tariff are expressly incorporated herein, as modified herein. Under no circumstances shall UPS be liable for any special, incidental, or consequential damages arising from the transportation of goods, including loss, misdelivery of, or damage to goods, delayed delivery, or failure to attempt delivery in a timely manner. Under no circumstances shall UPS be liable for any packages after tender to the USPS.

14. Usage guidelines.

Customer shall comply with the UPS SurePost Brand Guidelines, available at <https://www.ups.com/us/en/surepost-product-information.page>, when referring to UPS SurePost service in print or online retail communications.