

## Terms and Conditions

This Agreement ("Agreement") is made and entered into by and between Customer and United Parcel Service Inc., an Ohio Corporation ("UPS"), and UPS WorldWide Forwarding Inc., a Delaware Company ("WWF") collectively referred to 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 Condition of Service are available at [www.ups.com](http://www.ups.com) and are subject to change 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.

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 and 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.

### Incentives

	UPS Ground® <ul style="list-style-type: none"> <li>Commercial or Residential</li> </ul>	UPS International Standard Services® <ul style="list-style-type: none"> <li>UPS Standard to/from Mexico</li> <li>UPS Standard to/from Canada</li> </ul>	UPS Air Services <ul style="list-style-type: none"> <li>UPS Next Day Air®</li> <li>UPS Next Day Air Saver®</li> <li>UPS 2<sup>nd</sup> Day Air®</li> <li>UPS 3 Day Select®</li> </ul>	UPS International Express Services (Import/Export) <ul style="list-style-type: none"> <li>UPS Worldwide Express®</li> <li>UPS Worldwide Saver®</li> <li>UPS Worldwide Expedited®</li> <li>UPS Worldwide Express Freight®</li> </ul>
<b>2-week Introductory Period<sup>1</sup></b>	18%	18%	28%	28%
<b>After 2-week introductory period, incentives based on average weekly package volume<sup>2</sup></b>				
25 or More Packages	18%	18%	28%	28%
5 – 24 Packages	15%	15%	25%	25%
4 or Less Packages	10%	10%	20%	20%

For each package shipped using UPS® Ground (Zone 2) or UPS 3 Day Select® (Zone 302) services set forth above Customer, agrees to pay the greater of the net package charge based on the above incentives or the minimum published UPS list package rate, which is the rate applicable to a 1 pound package, for the respective

For each package shipped using UPS® Standard Canada services set forth above, Customer agrees to pay the greater of the net package charge based on the above incentives or the minimum published UPS list package rate, which is the rate applicable to a 1 pound package, for the respective zone.

Note: UPS® 3 Day Select and UPS® Standard Export are not available for Alaska and Hawaii origin shipments.

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.

Customer agrees that it shall be bound by the terms set forth in this Agreement by accepting these terms through clicking "I accept" 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.