

# UPS Terms and Conditions of Postal and Carriage Services

The Romanian language version of the UPS Terms and Conditions of Carriage is the governing document. The English language translation is provided for convenience only.

## 1. Introduction

- A. These terms and conditions (the "Terms") set out the basis on which UPS shall provide postal services (the "postal services") with respect to packages up to 50 kg, documents and envelopes (hereinafter collectively referred to as "postal items") and carriage services (the "carriage services") of packages exceeding 50 kg and of palletised goods ("packages above 50 kg and pallets"); pallets, packages above 50 kg and postal items are together referred to as "shipments". The current applicable UPS Service and Tariff Guide (the "Guide") contains important details about the services of UPS which the shipper should read and which form part of the agreement between UPS and the shipper.
- B. The term "UPS" will mean UPS ROMANIA SRL and the shipper's contract will be with, SC UPS ROMANIA SRL, headquartered in Bucharest, 81 Calea 13 Septembrie, bloc 77A, ground floor, sector 5, registered with the Bucharest Trade Register under no. J40/6527/2000, Fiscal Code: RO13191000, with postal address at the working point located in Otopeni, 11C Aurel Vlaicu Str., Ilfov County. That company will also be the (first) carrier of the goods for the purposes of the Conventions referred to in paragraph C.
- C. Where carriage by air involves an ultimate destination or stop outside the country of origin, the Warsaw Convention may apply. The Warsaw Convention governs and in most cases limits the liability of carriers in respect of loss of or damage or delay to shipments. (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 signed at Warsaw on 12<sup>th</sup> 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.) The international postal services and 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<sup>th</sup> May 1956 ("the CMR Convention").
- D. A shipment may be carried via any intermediate stopping places that UPS deems appropriate. UPS may engage sub-contractors 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. If UPS will employ subcontractors for the delivery of a Postal Shipment, UPS will be always responsible in the front of the customer in accordance to these terms and the legal mandatory provisions in force.
- E. In these terms, "Waybill" shall mean a single UPS waybill/consignment note or the entries recorded against the same date, address and service level on a pick-up record. All postal items, packages above 50 kg and pallets 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 pick-up, transportation, customs clearance where applicable and delivery of the shipment. The shipper acknowledges that shipments will be consolidated with those of other shippers for transport and that UPS may not monitor the inbound and outbound movement of individual shipments at all handling centres.

UPS is not a designated universal service provider.

## 3. Conditions of Acceptance

This section sets out various restrictions and conditions that govern the postal and carriage services offered by UPS. It also explains what the consequences are if the shipper presents shipments for carriage which do not meet these requirements.

### 3.1 Service Restrictions and Conditions

Shipments must comply with the restrictions in paragraphs (i) to (vi) below. UPS does not offer postal and carriage services for the shipments which do not comply with the restrictions in paragraphs (i) to (vi) below.

- (i) Postal items or packages must not weigh more than 31.5 kilograms (or 70 lbs) or 70 kilograms (or 150 lbs) (depending on the country where the shipment is presented to UPS and the country of destination, as specified in the Guide) or exceed 270 centimetres (or 108 inches) in length or a total of 419 centimetres (or 165 inches) in length and girth combined. Pallets are subject to maximum size and weight limits that vary by origin and destination, and that are set out at [www.ups.com](http://www.ups.com).
- (ii) The value of any postal item or package above 50 kg 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 postal item or package above 50 kg shall not exceed the local currency equivalent of USD 500. The value of any pallet may not exceed the local currency equivalent of USD 100,000.
- (iii) Shipments must not contain any of the prohibited articles listed in the Guide 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, bills of exchange, bonds, savings books, pre-paid credit cards, share certificates or other securities), firearms and dangerous goods.
- (iv) Shipments must not contain goods which might endanger human or animal life or any means of transportation, or which might otherwise taint or damage other goods being transported by UPS, or the carriage, export or import of which is prohibited by applicable law.
- (v) Pallets must be palletized, stackable, able to be lifted by forklift and shrink-wrapped or banded to a skid.
- (vi) Shipments must be tendered to UPS within the area where UPS provides service, and the payor must be assessed as creditworthy (meaning that the payor is a solvent and reliable payer).

The shipper shall be responsible for the accuracy and completeness of the particulars inserted in the Waybill and for inserting on the Waybill adequate contact details for the shipper and receiver of the shipment and that the shipments are so packed and labelled, their contents so described and classified and are accompanied by such documentation as may (in each case) be necessary to make them suitable for transportation and to comply with the requirements of the Guide and applicable law. Without prejudice to the previous sentence, General Packaging Guidelines, setting out basic (not exhaustive) principles of good packaging, can be viewed at <http://www.ups.com/content/ro/ro/resources/ship/packaging/guidelines.html> and are available upon request at the UPS customer center.

Unless a different service level is clearly selected on the Waybill or other applicable UPS shipping documentation, shipments will be carried under the Express service (where available to the selected destination) and all applicable charges will be calculated accordingly.

The shipper guarantees that all shipments presented for service under these terms comply with the restrictions in paragraphs (i) to (vi) above and have been prepared in secure premises, by him (in the case of an individual shipper) or by reliable staff employed by him or (where different) by the party handing over the shipment to UPS and have been protected against unauthorised interference during their preparation, storage and transportation to UPS. UPS relies on this guarantee in accepting any shipment hereunder. Any other shipments are excluded.

3.2 Perishable and temperature sensitive goods for which there are no special transport regulations will be transported provided that the shipper accepts that this is at its risk. UPS does not provide special handling for such shipments.

### 3.3 Refusal and Suspension of Postal and Carriage Services

- (i) If it comes to the attention of UPS, without affecting the confidentiality of postal item, 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 provided under mandatory legal provisions in the country of destination or as specified in paragraph 8.1, UPS may refuse to accept for transport or to deliver the relevant shipment (or any relevant part thereof) and, if carriage is in progress, UPS may suspend services.
- (ii) UPS may suspend service 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 shipment or Waybill or if it cannot collect amounts due from the receiver on delivery.
- (iii) Where UPS is entitled to suspend service in respect of a shipment (or any relevant part thereof), it shall return the shipment to the shipper. The shipper is obliged to pay applicable charges for the shipment's return as set out in the Guide. If UPS suspends carriage the shipper shall not be entitled to any refund on the carriage charges it has paid.

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 as UPS may incur and all claims made against UPS because a shipment does not meet any of the restrictions, conditions or representations in paragraph 3.1 above or because of any refusal or suspension of carriage and return of a shipment (or part thereof) by UPS which is allowed by this paragraph 3. In the case of the return of a shipment, the shipper will also be responsible for paying all applicable charges calculated in accordance with the prevailing commercial rates of UPS.

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, and UPS could not, by acting with reasonable care, identify such noncompliance at the time of accepting the shipment, UPS will not be liable for any loss howsoever arising which the shipper may suffer in connection with the carriage by UPS of such shipment (regardless of whether that failure to comply has caused or contributed to the loss).

3.6 If, having suspended service in respect of a shipment (or any relevant part thereof) in accordance with these provisions, UPS is unable within a reasonable time to return the shipment or obtain the shipper's instructions on its disposition, or to identify the shipper or any other person entitled to the goods, UPS shall be entitled to destroy or sell the shipment or any relevant part thereof, at its absolute discretion, to the extent permitted by law. The proceeds of any such sale shall first be applied to any charges, costs or expenses (including interest) outstanding in respect of a shipment or otherwise from the shipper concerned. Any balance shall be held to the shipper's order. In case of postal services, UPS shall keep a postal item which has not been delivered to the consignee or returned to the shipper for a period of 9 months as of the submission of the postal shipment, after which the postal item becomes property of UPS, UPS being exonerated from any liability.

3.7 UPS may open and inspect or scan by means of x-ray any shipment tendered to it for transportation at any time, but in accordance with applicable laws including the postal secrecy obligation.

#### 4. Customs Clearance

When a shipment requires customs clearance, it is the shipper's obligation to provide, or to ensure that the receiver will provide, UPS with complete and accurate documentation for the purpose but UPS will unless instructed otherwise act on behalf, at the expense and at the risk of the shipper or receiver in obtaining customs clearance. Provided that, in the case of shipments whose points of despatch and destination are both within the same customs area, UPS only performs customs clearance if instructed to do so. The shipper also agrees that UPS may be considered as being the receiver of package or the shipment for the sole purpose of appointing a customs broker to carry out any customs clearance, so far as allowed by law.

#### 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 at the access points and, if greater than the weight declared by the shipper, invoice 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 If a) 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 carriage, the shipper shall be jointly and severally liable to UPS with the receiver and such third parties for such amounts. In each such case (without prejudice to the shipper's contractual liability for payment) UPS will first demand payment of the relevant amount from the receiver and/or, where applicable, the third party. If the amount in question is not immediately paid to UPS in full by any of the above parties, the amount will be payable by the shipper on first written demand. UPS shall not be obliged to separately file a claim against the receiver or any third party for payment. In case of doubt, the burden of proving that the amount has been paid lies on the shipper.

5.3 Any sum payable to UPS which is overdue will bear interest at a rate of 2% above the interbank overnight lending rate applicable on the due date in Romania from the due date to the date UPS receives payment whether before or after judgment. In addition, UPS reserves the right to charge a late payment administration fee up to a maximum of the local currency equivalent of 15 EUR per invoice.

5.4 When performing carriage services, if any sum is not paid by the shipper, receiver or some 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 debt to it in accordance with applicable local law. Any unpaid balance will remain payable.

5.5 UPS' rates set out in the Guide are calculated only for shipments which do not exceed in value the amounts set out in paragraph 3.1(ii) (or other applicable value, if lower). In the event that UPS subsequently becomes aware that it has carried a shipment exceeding this value, then, in addition to the otherwise applicable rates and charges and any other remedies under these terms, an additional carriage charge equivalent to 5% of the value of the shipment in excess of the relevant amount set out in paragraph 3.1(ii) is applicable.

#### 6. Interruption/Suspension of Service

If UPS is unable to start or continue with service in respect of a shipment for a reason beyond its control, UPS will not be in breach of its agreement with the shipper but UPS will take all steps that are reasonably practicable in the circumstances to commence or continue the carriage. Examples of events beyond UPS' control are disruption or air or ground transportation due to bad weather, fire, flood, war, hostilities, civil disturbances, acts of government or other authorities (including without limitation, customs) and labour disputes or obligations affecting UPS.

#### 7. Guarantees

##### 7.1 Money Back Guarantee

For certain services and destinations, UPS offers a money back guarantee on the shipping charges. Details of its applicability, terms and conditions and of the corresponding delivery and latest pick up time for the relevant service and destination are as set out in the Guide and on the UPS website ([www.ups.com](http://www.ups.com)) each as current at the time the goods are accepted for service and can also be confirmed by contacting the shipper's local UPS call centre. For the avoidance of doubt, when providing postal and carriage services, the liability of UPS under the money back guarantee is limited to the above and the guarantee does not otherwise constitute any form of undertaking or representation that the shipment will arrive by any particular time.

The Money Back Guarantee set out in this clause is only applicable provided that the liability set out in clause 7.2 has not been and will not be invoked. Invoking the Money Back Guarantee constitutes a waiver of rights under clause 7.2.

##### 7.2 Guarantees for postal services

The typical maximum delivery times for each UPS service are set out in the Guide.

In case of failure – due to UPS' responsibility - to deliver a postal item within the scheduled delivery time, subject to clause 7.1, UPS' sole liability shall be to refund 10% of the service charges actually paid, if the delay is of 3 days

(or less), and 30% of the service charges actually paid, if the delay exceeds 3 days. This provision is applicable for all offered Postal services including Express Postal services.

#### 8. Collecting on Delivery the Value of the Goods subject to the Shipment (COD)

For certain destinations and services as advised by the local UPS call centre, UPS offers a COD service ("reimbursement service" in case of postal shipments – shipment service against reimbursement) on payment of a 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 (in respect of the value of the good subject to the shipment) stated on the Waybill. The term for returning COD amounts collected in respect of postal items is 15 calendar days from delivery.

This service is not available for pallets.

COD amounts must be specified on the Waybill in either EUR or, if different, the currency of the country of destination. Where any of the COD amounts specified on the Waybill, collected from the receiver and/or 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 amount collectible in that form on behalf of a shipper shall be the local currency equivalent of USD 5,000 per receiver per day. Notwithstanding the previous rule, the amount collectible in cash on behalf of a shipper from receivers located in the following countries for COD shipments may not exceed the following amounts per receiver per day: Belgium: EUR 3,000; Spain: EUR 2,499; Greece: EUR 1,500; Portugal EUR 1,000; Italy: EUR 3,000; France: EUR 750; Sweden: SEK 3000.

Further limitations may apply in certain countries from time to time; details of such limitations will be set out either in the Guide or at the UPS Website ([www.ups.com](http://www.ups.com)).

If the shipper specifies a COD amount that exceeds these limits, UPS will automatically be entitled to accept payment instruments for the whole or any part of that amount.

8.2 Payment instrument 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 payment instrument made out to the shipper that is recognised in the country of destination of the shipment. Where UPS accepts payment instruments the maximum amount collectible in any form shall not exceed the equivalent of USD 50,000 per shipment (or other applicable value, if lower). Where UPS is permitted to accept a payment instrument, it may collect a payment instrument denominated in either EUR or, if different, the local currency of the country of destination.

8.3 Payment of Collected COD Amounts – Where UPS collects cash, UPS will pay to the shipper an equivalent amount in the local currency of the country where the shipment was presented to UPS for service. UPS may make such payments of COD amounts by either wire transfer to any bank account notified to UPS by the shipper or issuing a payment instrument in favour of the shipper.

Any payment instruments in favour of the shipper, issued either by UPS as set out above or by the receiver and collected by UPS pursuant to paragraph 8.2, may be handed over to the shipper or to any other person appearing to have authority to accept the payment instruments on the shipper's behalf.

8.4 In the event of non-receipt by the shipper of COD amounts, it is recommended to notify UPS in writing within 45 days of the date of delivery of the shipment concerned, without affecting the 6 month term provided for the submission of the claim according to article 12.1 below.

8.5 The shipper will indemnify UPS for all losses, expenses or any claims/ disputes made against UPS by the receiver or a 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.

8.6 The liability of UPS in respect of the amounts to be collected under COD service is to the COD amount, mentioned in the Waybill, to the extent it does not exceed the limits set out in this terms. Further, the COD amount shall not in any event exceed the value of the goods at their destination plus applicable carriage charges. For the avoidance of doubt, a COD amount does not constitute declaration of a value for the purpose of paragraph 9.4 or otherwise and therefore shall not affect the liability of UPS 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 payment instrument or one which is later dishonoured, or for payment instruments incorrectly completed by the receiver.

## 9. Liability

- 9.1 Where the Warsaw or CMR Conventions or any national laws implementing or adopting 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.
- Liability of UPS for domestic postal service is governed by the Government Emergency Ordinance no. 13/2013 that may be amended or replaced with another legal act from time to time. Applicable law shall always be the mandatory law in force at the time the goods are tendered for service. The relevant provisions are summarized in the Guide.
- 9.2 Where Convention Rules or other mandatory national laws do not apply, UPS will only be liable for failure to act with reasonable care and skill and its liability shall be exclusively governed by these terms and (save in the case of personal injury or death) limited to proven damages of the local currency equivalent of USD 100 per shipment, unless a higher value has been declared by the shipper under paragraph 9.4 below.
- 9.3 If any of the claimants (or any person from whom he derives his right to claim) has caused or contributed to any loss, damage or delay to a postal item, package above 50 kg or pallet, any liability UPS may incur in respect thereof (limited as above) may be reduced or extinguished in accordance with the law applicable to such contributory negligence.
- 9.4 Subject to the provisions of paragraph 9.5, the shipper may obtain the benefit of a greater limit of liability than UPS provides under paragraph 9.2 above or than may be provided by Convention Rules or other mandatory national law. The shipper may do so by declaring a higher value on the Waybill and paying an additional charge as stated in the Guide. If the shipper declares a higher value for carriage and pays the applicable charge, then UPS's liability shall be limited to proven damages not exceeding the sum so declared. The value of the goods concerned shall not in any event exceed the limits specified in paragraph 3.1(ii).
- 9.5 Save 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 use, arising from any loss of or damage or delay to a shipment (or part thereof), whether or not a value has been declared in respect of the relevant shipment under paragraph 9.4.
- UPS shall not be liable for any damage to or loss of any packaging/pallet skids.

## 10. Delivery

UPS may deliver a shipment to the receiver named on the waybill or to any other person which, in accordance with the legal provisions, has authority to accept delivery of the shipment on the receiver's behalf. UPS may use an electronic device to obtain proof of delivery and the shipper agrees that it will not object to UPS relying on a printed copy of this as evidence merely on the grounds that the information concerned is obtained and stored in electronic form. The receiver shall be informed of any alternate delivery arrangements by note left at their premises.

In case the shipper of a postal item chooses proof of delivery service, UPS shall provide the proof of delivery to the shipper within 30 calendar days from delivery.

If the postal shipment cannot be delivered to the consignee, for reasons independent of UPS, the consignee shall be notified of UPS' attempt to deliver the postal shipment and the postal items will be kept for 5 days from the date of such notification.

Subject to these terms, UPS contracts to perform the services as originally ordered by the shipper. Save where Convention Rules or other mandatory national laws require otherwise, where, after the commencement of the services, the shipper requests UPS to change the services suspending carriage, redirecting delivery (whether to a different receiver or address from that named on the Waybill) or returning a shipment to its shipper, in the event that UPS attempts to do so but fails, UPS shall have no liability for such failure.

## 11. Data Protection

The shipper agrees that UPS and other companies in the UPS group of companies worldwide, including companies in countries which may not have the same level of data protection as the country where the shipment is presented to UPS for service, may use any data provided by the shipper to UPS for the purposes set forth in, and subject to, the UPS Privacy Notice published on UPS's web site at <http://www.ups.com/content/ro/ro/resources/ship/terms/privacy.html> (hereby incorporated by reference into these terms). The shipper has certain rights under the law (exercisable by contacting UPS) to have access to, rectify, object to the use for direct marketing of, or delete personal data held by UPS about it.

## 12. Claims Procedure – Prescription

### 12.1. Claims Procedure in case of Postal Services provided by UPS

Any complaint shall be made in writing by the shipper or the consignee or his / her agent, as soon as it is possible, and in any case within 6 months from the submission date of the postal item to UPS.

Any complaints must be communicated to UPS directly to its customer service centre or by post by means of registered letter with acknowledgement of receipt. Any complaint so communicated to UPS will receive a registration number. The registration number will be communicated to the person who submitted the complaint to UPS' customer service centre. In further communications between the parties this registration number shall be mentioned.

Any complaint must be supported by all relevant documentation. In case of complaints concerning the damage or partial damage of a postal item, the complainant must provide UPS the Waybill (which may be kept by UPS in copy attached to the claim) and the original packaging for further investigation. In case of complaints concerning delayed, lost or stolen postal items, only the Waybill (which may be kept by UPS in copy attached to the claim) must be presented.

UPS reserves the right to reject any complaint which is not presented in accordance with the above procedure.

For the settling of any complaint, the following steps will be taken into consideration:

- check the pick-up of the postal item; internal investigation;
- if the complaint is accepted, the shipper will be compensated in accordance with these terms and conditions. In view of the indemnification, UPS shall request the shipper's bank information, if this is not already available. The indemnification shall be paid in cash or by bank transfer within 60 working days as of positive resolution of the complaint.

The term of settlement of a complaint related to postal services will be of maximum 3 months as of the submission date of the complaint.

### 12.2 Claims Procedure in case of Carriage Services provided by UPS

All claims against UPS related to packages over 50 kg and pallets must be notified in writing as soon as reasonably practicable and in any event within 14 days of receipt in the case of damage (including partial loss of a shipment) and in the case of delay within 21 days of the goods being placed at the disposal of the person entitled to delivery and in the case of loss within 60 days of the goods being consigned with UPS for carriage. In addition, all claims against UPS in connection with the shipments, subject matter of this paragraph, shall be prescribed and barred by expiration of time, unless legal proceedings are brought and written notice of them is given to UPS within eight months after delivery of the goods concerned or, in the case of non-delivery, within eight months from the scheduled date for delivery. This term shall not affect any rights the shipper may have under Convention Rules or other mandatory national laws.

## 13. Entire Agreement & Severability

It is the intention of UPS that all the terms of the contract between it and the shipper are contained in this document and in the Guide. If the shipper wishes to rely on any variation to these terms, it must ensure that that is recorded in writing and signed by the shipper and on behalf of UPS before the shipment is accepted for service by UPS. If any part of these terms is not enforceable, this will not affect the enforceability of any other part.

## 14. Governing Law

These terms shall be governed by the laws of the country where the shipment is presented to UPS for service.