Terms and Conditions of International Service

Terms and Conditions of International Service

United Parcel Service through its affiliates, such as but not limited to "UPS Dominicana, S.A.", who hereinafter and for the purposes of any contract (the "carrier") is engaged in the international transportation of shipments in UPS Worldwide Express Plus, UPS Worldwide Express, UPS Worldwide Expedited and UPS Worldwide Express Freight services (which includes UPS Worldwide Express Freight Midday and UPS Worldwide Express Freight). All packages covered under a single UPS Waybill shall be considered a single shipment.

Commodities Handled and Restrictions on Service

UPS offers transportation of general commodities, as usually defined, subject to the following restrictions:

a. No service shall be rendered in the transportation of articles of unusual value. Articles having a value or declared value of more than $50,000 (U.S.) - $500 (U.S.) for packages containing jewelry - UPS Worldwide Express Freight Service shipments having a value of more than $100,000 per pallet will not be accepted for transportation.
   The maximum liability per package assumed by UPS shall not exceed $100 (U.S.) regardless of the declaration of value in excess of $100 (U.S.), provided that the shipper complies with the terms and conditions of the services hereby established. The maximum liability per package assumed by the applicable insurance company shall not exceed $50,000 (U.S.) - $500 (U.S.) for packages containing jewelry - regardless of the value in excess of the maximum, except for packages containing jewelry, in which case the maximum value or declared value is $500 (U.S.) per package and the maximum carrier liability per package is $500 (U.S.).

b. No service shall be rendered in the transportation of any package or article weighing more than 150 pounds, or exceeding 108 inches in length, or exceeding a total of 118 inches in length and girth combined. Each package or article shall be considered as a separate and distinct shipment.

c. No service shall be rendered by UPS in the transportation of any shipment which is prohibited by law or regulations of any federal, state, provincial, or local government in the origin or destination country.

d. UPS Worldwide Express FreightTM pallets that exceed maximum size or weight restrictions (which vary by origin and destination) as set forth at http://www.ups.com/palletmaximums. If found in the UPS system are subject to an Oversize Pallet Handling Surcharge.

e. UPS does not provide a protective service for the transportation of perishable commodities or of commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for damage occasioned by exposure to heat or cold.

f. Shippers are prohibited from shipping and UPS will not accept for transportation shipments containing articles that UPS is not authorized to accept or that UPS states in the Terms that it will not accept, including when such shipments are tendered for transportation at UPS Customer Centers, UPS Worldwide Express Freight Centers or any Third-Party Retailer.

g. UPS reserves the right, but is not required, to return to the shipper any shipment containing a prohibited article. Such return will be made solely at the shipper’s risk and expense.

Maximum Values

UPS does not accept for service packages with values as set forth below:

- Any package with an actual value of more than $50,000;
- Packages with a value of more than $5,000 shipped as a result of a request for service made through the internet;

- International shipments with a value of more than $1000 per package or pallet returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, 1 UPS Pickup Attempt, or 3 UPS Pickup Attempt Return Services (including via UPS Returns on the Web) unless a UPS high-value shipment summary is obtained by the shipper or person tendering the package and signed by the driver upon tender of the shipment; for maximum declared value for domestic UPS Returns (where applicable), please see Rate and Service guide.
- International UPS Import Control shipments with a value of more than $1000 per package or pallet unless a UPS high value shipment summary is obtained by the shipper or person tendering the package and signed by the driver upon tender of the shipment;
- Packages with a value of $1000 or more shipped via a Third-Party Retailer if such packages were previously manifested in a UPS Shipping System prior to drop off at the Third-Party Retailer or billed using Bill My Account;
- Packages with a value of more than $500 shipped via a UPS Drop Box;
- Prepaid Letters with a value of more than $100;
- Packages with a value of more than $999 when Shipper Release is selected;
- Packages with a C.O.D. amount in excess of $500 shipped via a UPS Drop Box;
- International shipments containing jewelry (not including costume jewelry) having a value of more than $500 per package or pallet;
- UPS Worldwide Express FreightTM Service shipments having a value of more than $100,000 per pallet.

Right of Inspection

UPS reserves the right in its sole discretion to open and inspect any shipment tendered to it for transportation, but is not required to
do so.

Refusal of Unsafe Packages

UPS reserves the right to refuse any shipment which by reason of the dangerous or other character of its contents is liable, in the judgment of UPS, to soil, taint, or otherwise damage other merchandise or equipment, or which is economically or operationally impracticable to transport, or which is improperly packed or wrapped. Before accepting any shipment, UPS reserves the right to require sufficient verification, as determined by UPS in its sole discretion, of the Shipper's name and address, or any other information necessary to accept the shipment for service. UPS reserves the right to refuse to provide service for any shipment orto or from any location, or to provide alternate service arrangements orto intercept, hold or return any shipment when, among other reasons, UPS in its sole discretion, determines that it is unsafe or economically or operationally impracticable to provide service, that its services are being used in violation of applicable law or for fraudulent purposes, or when the account of the person or entity responsible for payment is not in good standing.

Packaging

It is the responsibility of the shipper to ensure that proper packaging is used and that contents of packages are adequately and securely packed, wrapped, and cushioned for transportation. Shipments must be so packed or wrapped as to meet UPS's published standards related thereto set forth in the Service Guide, or on ups.com, and as to pass tests set forth in the International Safe Transit Association ("ISTA") Procedure 3A (1 and 1A), Procedure for Testing Packaged Products, published by ISTA. In addition, any tested product must be free from damage and the packaging must afford reasonable protection as determined by UPS in its sole judgment. Common fireworks will not be accepted by UPS for transportation. Shipments containing goods of high value or high risk, including without limitation jewelry, pharmaceuticals, computers, hand-held electronic devices, mobile telephones, and electronic components of these, must not have labels, customized shipping labels (including as created in a UPS Automated Shipping System), markings, logos, or other written notice of contents contained within the package.

The use of UPS-provided packaging is not a guarantee that an item is sufficiently packaged for transportation. UPS does not provide special handling for packages with "Fragile," package orientation (e.g., "UP" arrows or "This End Up" markings), or any other similar such markings.

When shipping media of any type certain electronic media containing sensitive personal information (such as personal financial or health information), it is recommended that the shipper retain a copy of the data and secure the data on the electronic media through encryption or other technological means. UPS is not liable or responsible for loss of, damage to, or irretrievability of data stored on electronic media of any type, or for loss of information, including without limitation personal, health or financial information. For the shipment of electronic media, or for breakable items, see the packaging guidelines located at ups.com. The guidelines advise against the use of Express Envelopes, Express Paks, or Express Pad Paks to ship sensitive personal information or breakable items.

UPS Worldwide Express Freight shipments must be palletized, stackable, and able to be lifted by forklift, and shrink-wrapped or banded to a skid. Shipper must ensure that pallets and packaging comply with all applicable laws and regulations of the origin and destination country.

Perishable Commodities

UPS does not provide a protective service for the transportation of Perishable Commodities. Such commodities will be accepted for transportation solely at the shipper's risk for any damage arising from the perishable nature of the item. Shippers shall not file claims for, and UPS shall not be liable to shippers or any third parties for, any damage arising from the transportation of Perishable Commodities, regardless of whether the shipment is delivered pursuant to an applicable UPS Service Guarantee or is delayed in transit. UPS reserves the right to dispose of any shipment in the UPS system containing a Perishable Commodity that UPS deems in its sole discretion to be of no value, unsafe or unsanitary.

Provisions for Export and Customs Clearance of International Shipments

The shipper (or the party tendering an international shipment to UPS for service, referred to for purposes of this Section 4 as "shipper") must provide UPS with all documentation and information required by the laws of the origin and destination countries for export and import of shipments (i.e., for export and customs clearance). The shipper is responsible for determining export and import licensing or permitting requirements for a shipment, obtaining any required licenses and permits, and ensuring that the consignee is authorized by the laws of the origin and destination countries to receive the shipment. By tendering an international shipment for service and providing UPS with documentation (including any Source Documents), the shipper certifies that

the documentation includes all required licenses and permits, that the statements in that documentation and any other information that the shipper provides to UPS relating to exportation and importation are complete, true, correct, and in compliance with the laws of the origin and destination countries, and that the consignee is authorized by the laws of the origin and destination countries to receive the shipment. Furthermore, the shipper understands that civil and criminal penalties including seizure and forfeiture, may be imposed for failing to provide UPS with all required documentation, licenses, permits, statements, and information, for making inaccurate, false, or fraudulent statements, or for violating U.S. or other country laws regulating exports or imports (see, e.g., 13 U.S.C. § 305; 18 U.S.C. §§ 545, 554 and 1001; 19 U.S.C. §§ 1595a and 1592; 22 U.S.C. § 401; and Subchapter C of 15 C.F.R. (i.e., The Export Administration Regulations)).

When an international shipment is tendered to UPS, UPS is thereby appointed as the agent for performance of customs clearance in the destination country to the extent allowed by law. The shipper shall provide all Powers of Attorney and other authorizations required by applicable law for UPS to serve as the shipper's agent to perform customs clearance in the destination country. UPS is specified as the nominal consignee for the purpose of designating a customs broker to perform customs clearance. Local authorities may require documentation confirming that UPS has been designated as the nominal consignee.

Fines, penalties, liquidated damages, storage charges, or other expenses incurred as a result of an action by U.S. Customs and Border Protection (or any other U.S. or other country's government agency regulating imports or exports), or as a result of the failure of the shipper or consignee to provide complete, true, and correct documentation, statements, or information required by the laws of the origin and destination countries (including the failure to obtain a required license or permit) will be charged to the shipper or consignee along with any applicable duties, fees, or taxes, and any applicable late payment fees assessed by UPS. Unless a written agreement between UPS and the shipper specifies otherwise, UPS reserves the right in its sole discretion to charge the shipper or consignee for any such fines, penalties, liquidated damages, storage charges, expenses, duties, fees, taxes, or late payment fees. Regardless of any such written agreement specifying otherwise, in the event of non-payment by the consignee, the shipper is liable for all charges. The shipper agrees to indemnify, defend, and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from any and all claims, demands, expenses, or liabilities including, but not limited to, fines, penalties, liquidated damages, storage charges, duties, fees, taxes, late payment fees, or other money due, arising from the transportation, importation, exportation, or customs clearance of shipments on behalf of the shipper, or arising from the shipper's noncompliance with the laws of the origin and destination countries, or UPS requirements applicable to the shipment. UPS provides routine customs clearance through UPS Supply Chain Solutions® brokerage offices designated by UPS for handling customs clearance of shipments at no additional charge, except for UPS Standard to and from Canada shipments, for which a brokerage service charge applies. Other UPS Supply Chain Solutions customs brokerage offices charge fees for the clearance of packages and freight.

Additional charges may apply for complex customs clearance procedures, which include, but are not limited to, the following:

- Clearance procedures involving a government agency other than U.S. Customs and Border Protection;
- Customs Bonds;
- Drawbacks;
- Formal entries involving more than three tariff lines;
- Live Entries;
- Country of Origin Marking; or
- Temporary Import Bonds (T.I.B.).

UPS is under no obligation, unless the customer requests in writing and UPS agrees in writing, to undertake any pre- or post-importation action including, but not limited to, obtaining binding rulings, advising of liquidations, filing protests, or filing petitions for relief.

UPS may prepay duties, fees, or taxes on behalf of the payer. For importation into the United States, a fee will be assessed and billed to the importer. A fee may also apply for shipments to other countries.
For any claims arising from import, export or customs clearance activities, the liability of UPS (including UPS Supply Chain Solutions) shall be limited to the lesser of (i) $50 per entry, filing, or transaction; or (ii) the amount of fees paid to UPS for such entry, filing, or transaction.

UPS Import Control®

UPS Import Control service allows a shipper to process an import shipment, including commercial invoice. Where available, a shipper may use UPS Import Control service to create a Print Import Label, Electronic Import Label, or Print and Mail Import Label to provide to the sender or party tendering the shipment to UPS, or a shipper may request 1 UPS Pickup Attempt or 3 UPS Pickup Attempts to request that UPS make pickup attempts to retrieve import shipments from a sender's address. A shipper may only request 1 UPS Pickup Attempt for UPS Worldwide Express FreightTMpallets. UPS Import Control is available only in countries where UPS pickup services are available. An additional charge will be assessed for each UPS Import Control per unique label.
UPS Import Control is available for packages and pallets processed through UPS CampusShip®, UPS Internet Shipping, or UPS Developer Kit and also for packages only, processed through WorldShip®or an approved UPS Ready®solution. Shipments containing certain items are prohibited from being shipped and are not accepted by UPS for UPS Import Control®service including, but not limited to, Hazardous Materials shipments requiring shipping papers, firearms, or shipments requiring Delivery Confirmation Services. C.O.D. service is not available for UPS Import Control shipments.

The maximum actual or declared value for each UPS Import Control shipment is $50,000 per package and $100,000 per pallet, provided that, for any UPS Import Control package or pallet with an actual or declared value in excess of $1000, the shipper must ensure that a UPS high-value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high-value shipment summary is obtained and signed, the maximum actual or declared value of each such package or pallet is limited to $1000.

Notwithstanding anything herein to the contrary, for all UPS Import Control shipments tendered to UPS for export from the U.S., that transit the U.S., or that contain U.S.-origin goods, the sender or tendering party is the exporter for purposes of the Export Administration Regulations ("EAR"), and it shall be responsible for determining licensing authority (license, license exception, or NLR) and obtaining the appropriate license or other authorization as provided in Section 4 (Provisions for Export and Customs Clearance of International Shipments). In no event shall a party arranging for UPS Import Control service provide a writing assuming responsibility for determining licensing requirements and obtaining license

authority for any UPS Import Control shipment to the tendering party. UPS does not agree to serve as the exporter for purposes of the EAR.

UPS Customer Center and UPS Worldwide Express FreightTM Center

"UPS Customer Center" means a UPS facility where shippers may tender packages to UPS for transportation, and a consignee or other recipient may receive a package Delivery. "UPS Worldwide Express FreightTMCenter" means a UPS facility where shippers may tender UPS Worldwide Express Freight pallets to UPS for transportation, and a consignee or other recipient may receive pallets. Before accepting a shipment tendered for transportation or releasing any shipment ata UPS Customer Center or a UPS Worldwide Express Freight Center to a consignee or other recipient, UPS reserves the right to require sufficient verification, as determined by UPS in its sole discretion, of the shipper's or recipient's name, address, authorization to ship or receive the shipment, or any other information UPS deems necessaryto accept or release the shipment in its sole discretion. Persons tendering or picking up shipments on behalf of a business may be required to provide identification issued by the business and a government-issued identification. A residential consignee will be required to provide a government-issued identification. UPS reserves the right to require payment to be made at Customer Centers and UPS Worldwide Express Freight Centers by payment card only.

Hold for Pickup and Hold at Location Services

At the time a shipper tenders a shipment to UPS, the shipper may request that UPS hold a domestic package ata designated UPS Customer Center for pickup by the consignee. For each such shipment, the shipper will complete an address label showing the words "Hold for Pickup," the consignee's name, telephone number, the name of a contact person, and the full address of the designated UPS Customer Center. In addition, the shipper will apply a UPS Hold for Pickup label below the address label on the shipment. Hold for Pickup is not available for international package shipments.

For UPS Worldwide Express FreightTMshipments, the shipper may request that UPS hold a UPS Worldwide Express Freight shipment ata UPS Worldwide Express Freight Center location for pickup by the consignee. For each such shipment, the shipper will complete an address label showing the words "Hold for Pickup," the consignee's name, telephone number, the name of a contact person, and the full address of the consignee (designated UPS Worldwide Express Freight Center address not required).

UPS will hold the shipment at the designated UPS Customer Center or UPS Worldwide Express Freight Center and will attempt to contact the consignee at the telephone number shown on the label. Shipments not picked up within five (5) business days from the date of arrival will be considered undeliverable.

Deliveries Attempted Three Times Without Additional Charge

If UPS is unable to make delivery of a shipment, a Delivery Notice will be left at the consignee's address stating that delivery has been attempted. Thereafter, a second and, if necessary, a third attempt to deliver will be made without additional charge. For UPS Worldwide Express Freight shipments, only one delivery attempt will be made; subsequent delivery attempts are subject to additional charges which will be charged to the consignee.

Tariffs

UPS is under no obligation to undertake any pre- or post-importation action including, but not limited to, obtaining binding rulings, advising of liquidations, filing extension of liquidation requests, filing protests or post-summary corrections, filing judicial actions for the recovery of any duties, fees, or taxes, or filing petitions for relief from any penalty, liquidated damages, or forfeiture.

UPS may prepay duties, fees, or taxes on behalf of the payer; however, UPS is under no obligation to refund in advance any duties, fees, or taxes to the Shipper or Consignee relating to any alleged overpayment of duties, fees, or taxes, regardless of cause.

Interruption of Service

UPS shall not be liable for any interruption of delivery service due to a cause beyond its control, including but not limited to, the absence of a person o the refusal of such person of accepting the delivery of the shipment, demure due to the consignee, force majeure, action of the public authorities con real or apparent authority over the facilities, action or omissions of the public customs authorities or the like, riots, strikes, or other labor disputes, public disturbances, factors that disrupts the air and ground transportation systems such as weather conditions and natural disasters, and an act of God.

Special Handling of Undeliverable Packages

Shipments refused by the Consignee, or which are undeliverable for any reason, will be returned to the Shipper at Shipper’s expense, including, but not limited to, forwarding costs, return transportation charges and all other applicable Charges, duties, and taxes. Such Charges will be calculated as a newly-initiated Shipment between the original delivery address and the return address, and will include (but not be limited to) all applicable surcharges. All original Charges will continue to apply as if the package were delivered to the original delivery address. Undeliverable international Shipments returned to the Shipper also are subject to an undeliverable Shipment surcharge set forth in the effective UPS Rates. The UPS Service Guarantee does not apply to undeliverable Shipments returned to the Shipper.

UPS reserves the right to dispose of a Shipment, including salvage (for salvaged Shipments or goods found in the UPS system) if the Shipment is refused by the Consignee or for any other reason cannot be delivered, and return of the Shipment is refused by the Shipper or the Shipment or goods cannot be returned to the Shipper for any reason. UPS reserves the right in its sole discretion to determine whether and how long to retain such Shipments or goods prior to disposition.

For undeliverable U.S. import Shipments, if the Shipper does not respond and provide adequate further instructions within two operating days, UPS reserves the right in its sole and unlimited discretion to dispose of the Shipment, or return it to the Shipper at the Shipper’s risk and expense, and Shipper waives any claim for loss or damage.

Conditions

The UPS Service Guarantee is subject to the following conditions:

- UPS's guaranteed delivery schedule has been obtained by referencing UPS's website or contacting a UPS Customer Service office. "On-time" or "on-schedule" means, subject to the terms of this UPS Service Guarantee, delivery is attempted within the UPS guaranteed delivery schedule.
- Each package and shipment is properly recorded in a UPS Shipping System.
- Each package and shipment bears the appropriate UPS tracking label and an address label, or a combined label generated by a UPS Automated Shipping System, showing the consignee's correct name, deliverable address (UPS does not provide delivery to a P.O. Box), and ZIP Code (or postal code for international shipments). In addition, UPS reserves the right, in its sole discretion, to refuse to honor a request for a credit or refund of transportation charges for a package when that package is not accompanied by a UPS Smart Label®and/or Timely Upload of PLD or when the delivery address on any address label or combined label affixed to the package does not match the delivery address on the UPS Smart Label, bar code, or PLD for the package.
- Each package in a shipment bears a UPS Saturday Delivery routing label when optional Saturday service is requested and available.
- Each shipment is tendered to UPS during UPS's published business hours. Shipments received from or destined to certain locations may require earlier pickup times (available at the UPS website).
- UPS is notified by telephone or through UPS's online Billing Center at ups.com/billing of a service failure within fifteen (15) calendar days of the date of scheduled delivery and is advised of the consignee's name and address, date of shipment, shipment weight, and UPS tracking number.
- For UPS Worldwide Express Freight shipments, the guarantee shall apply to a shipment in excess of 4400 pounds only if the shipper obtained confirmation of eligibility for the UPS Service Guarantee, prior to tender of the shipment to UPS for service.

UPS reserves the right to refuse any request for a credit or refund when such request is either (a) made by, or (b) based on information obtained by, a party other than the payer of the shipping charges.

Worldwide Service Guarantee

UPS guarantees on-schedule delivery of UPS Worldwide Express Plus, UPS Worldwide Express, and UPS Worldwide Express Freight services. In the event UPS fails to complete delivery or attempt delivery within UPS's time commitment, UPS, at UPS's option, will credit or refund the shipping charges to the payer, upon request, subject to the following conditions:

a. UPS's guaranteed delivery schedule has been obtained by referencing UPS's Web site or contacting UPS's Customer Service office.
b. The shipment is properly documented on a UPS source document or in an automated UPS shipping system.
c. Each package in the shipment bears the appropriate UPS tracking label and address label showing the consignee's correct name, deliverable address, and postal code.
d. The shipment is tendered to UPS during UPS's published business hours.
e. All applicable documentation required by the origin and/or destination country is complete and included with the shipment.

f. UPS is notified in writing or by telephone of a service failure within fifteen (15) calendar days from the date of scheduled delivery and is advised of the consignee's name and address, date of shipment, package weight, and the UPS Tracking number.

The guarantee does not apply to shipments which are delayed dueto causes beyond UPS's control including, but not limited to, the following: the unavailability or refusal of a person to accept delivery of the shipments, delays caused by the consignee, acts of God, public authorities acting with actual or apparent authority on the premises, acts or omissions of customs or similar authorities, riots, strikes or other labor disputes, civil commotion, disruptions in the air or ground transportation networks, such as weather phenomena, and natural disasters.

Exclusions

The UPS Service Guarantee does not apply to:

- Shipments tendered pursuant to Drop Shipments, special operating plans, or customized handling or processing arrangements.
- Shipments processed using a UPS Automated Shipping System that is not located at the pickup address assigned to the UPS account number on which the shipment was made.
- Packages subject to a Large Package Surcharge or Additional Handling Fee, packages that exceed maximum size or weight limits, orto shipments containing any package or pallet subject to a Large Package Surcharge, Additional Handling Fee, Oversize Pallet Handling Surcharge, or that exceed maximum size or weight limits.
- Shipments made using a Call Tag.
- Shipments subject to a Delivery Intercept, Delivery Change Request, ora UPS My Choice® request.
- Shipments that are delayed dueto causes beyond UPS's control including, but not limited to: the unavailability or refusal of a person to accept delivery of the shipment, acts of God, natural disasters, war risks, acts of terrorism, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, insufficient information provided by a customer, Hazardous Materials packages improperly offered for transport, the application of security regulations imposed by the government, or otherwise applicable to the shipment, riots, strikes or other labor disputes, civil unrest, disruptions in national or local air or ground transportation networks (including, but not limited to, UPS's transportation network), disruption or failure of communication and information systems, and adverse weather conditions.
- UPS Air Services Shipments of Hazardous Materials or Dangerous Goods Shipments, and all international Hazardous Materials or Dangerous Goods Shipments.
- International shipments for which the shipper has selected the Receiver or Third Party as the payer of any applicable duties and taxes and delivery is delayed until payment arrangements are made.
- UPS Import Control® shipments for which the shipper has selected commercial invoice removal.

Rates

See the applicable rate chart in effect at the time of shipping for rates.

Billing Options

The amount billed includes, but is not limited to, shipping charges, duties, and taxes, if applicable. Unless otherwise restricted for
the destination country in the applicable UPS service guide, UPS provides the following billing options:

a. Prepaid -- The shipper pays all shipping charges and the consignee pays all other charges.
b. Freight Collect--The consignee pays all shipping charges and the destination country´s duty and tax, if applicable.
c. FOB -- The shipper pays shipping charges to the port of export, and the consignee pays the balance.
d. C&F -- The shipper pays shipping charges to the port of import, and the consignee pays the balance.

e. Delivered Duty Paid, V.A.T. Unpaid -- The shipper pays all shipping charges and the destination country's duty, if applicable. The consignee pays the balance.
f. Bill Duty/Tax and Shipping Charges to Shipper-- The shipper pays all shipping charges and the destination duty and tax, if applicable.

The shipper must notify the consignee prior to shipping if any option other than Prepaid is selected, and that option must be indicated
on the UPS Waybill in the space provided.
The amount to be billed to the shipper may be billed to a third party. This option is subject to the following conditions:

- The choice of the option must be indicated as specified on the shipping record provided to the carrier.
- The third party must be located in the United States and have a UPS account.
- The shipper agrees to guarantee payment of all charges in the event of nonpayment by the third party.

Payment for Service

UPS's credit terms require payment of all charges within seven (7) days after receipt of the UPS bill. UPS reserves the right in its sole and unlimited discretion to apply any amounts UPS owes for loss or damage claims, invoice adjustments or any other amounts owed to one or more outstanding invoices of the account holder, even if payment on such invoices is not yet due, or to apply such amounts to the account resulting in a credit balance.

Rates for Large Packages; Large Packet Surcharge

A package is considered a "Large Package" when the package measurements exceed 118 inches in length and girth [(2 x width) +
(2 x height)] combined and are equal to or less than 157 inches.

The rate for Large Package will be based on the greater of the dimensional weight or the actual weight, and is subject to a minimum billable rate set forth in the UPS Rates applicable to the shipment in effect at the time of the shipping.

A Large Package Surcharge (LPS) will be applied to each Large Package. Each Large Package in a multiple-package shipment may receive an LPS. LPS will not apply to Authorized Return Services, UPS Ground packages, orto Worldwide Express Freight shipments.

Peak Surcharge

One or more Peak Surcharges will apply to certain Packages tendered to UPS for shipment during a Peak Period, based on service level and package characteristics. Details regarding the application of Peak Surcharges and Peak Periods are set forth at *ups.com.* Peak Surcharges apply cumulatively if a Package meets more than one of the specified criteria. Peak Surcharges apply in addition to any other applicable charges. No waiver, discount, or reduction of any type to the Peak Surcharges shall apply unless UPS agrees in writing to such waiver, discount, or reduction with specific written reference to the Peak Surcharges.

Over Maximum Limits Charge

Packages that exceed the weight or size restriction set forth in Items not Accepted for Transportation are subject to one or more of
the following additional charges:

Over Maximum Weight, Over Maximum Length, or Over Maximum Size. Such charges apply in addition to all other applicable charges, including but not limited to the Large Package Surcharge.

Additional Handling Charge

An Additional Handling charge will be assessed for any package that requires special handling, as determined by UPS in its sole
discretion, including, but not limited to:

- Any article that is encased in an outside shipping container made of metal or wood;
- Any cylindrical-like item, such as a barrel, drum, pail, or tire, that is not fully encased in a corrugated cardboard shipping container;
- Any package with the longest side exceeding 48 inches or its second-longest side exceeding 30 inches;
- Any package with an actual weight greater than 70 pounds; and
- Each package in a UPS Hundredweight, UPS Ground with Freight Pricing, UPS StandardTM, or international shipment
  (excluding

UPS Worldwide Express FreightTM shipments) where the average weight per package is greater than 70 pounds and the weight for each package is not specified in the UPS Shipping System used.

Oversize Pallet Handling Surcharge

UPS Worldwide Express FreightTM shipments are subject to maximum size and weight thresholds that vary by origin and destination as set forth at http://www.ups.com/palletmaximums. Shipments that exceed such maximums are subject to an Oversize Pallet Handling Surcharge.
UPS Worldwide Express FreightSMshipments are subject to maximum size and weight limits that vary by origin and destination. UPS Worldwide Express Freight shipments that exceed such maximums are subject to an Oversize Pallet Handling Surcharge. Applicable size and weight limits are described at ups.com in accordance with these provisions.

Surge Emergency Fees

UPS reserves the right to impose one or more Surge Emergency Fees on Packages shipped during such specific periods as UPS may designate in its sole and unlimited discretion. The term Surge Emergency Fees includes Surge Fees, and the terms are used interchangeably. Details regarding the application of Surge Emergency Fees are set forth at **ups.com/do/en/zonesandrates.** Such Surge Emergency Fees apply cumulatively if a Package meets more than one of the specified criteria for a Surge Emergency Fee, and Surge Emergency Fees apply in addition to any other applicable Charges, including but not limited to one or more Demand Surcharges. No waiver, discount, or reduction of any type to Surge Emergency Fees shall apply unless UPS agrees in writing to such waiver, discount, or reduction with specific written reference to Surge Emergency Fees.

Time Limit for Filing Claims for Loss or Damage to Property

All claims against UPS 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,) 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 transportation. In addition, all claims against UPS in connection with any shipment shall be prescribed and barred by expiration of time, unless legal proceedings are brought and written notice of them is given to UPS within 6 months after delivery of the goods, or in the case of non-delivery, within 6 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.

Responsibility for Loss or Damage

Unless a greater value is declared in writing in the space provided on the shipping record provided to UPS, the shipper declares the released value of each package, international shipment orto each pallet in a UPS Worldwide Express Freight Shipment to be no greater than $100 (U.S.), which is a reasonable value under the circumstances surrounding the transportation. For each $100 (U.S.) or fraction thereof of declared value for insurance per package, shipment or pallet in excess of $100 (U.S.), an additional charge, as stated on the current rate chart, applies.

UPS will remit excess valuation insurance charges to an insurance company or companies as a premium for shipper's interest insurance for the shipper's account and on its behalf. When UPS does so, claims for loss of or damage to the shipper’s property will be filed and settled by UPS on behalf of the applicable insurance company. Shippers' Interest Policies are available for inspection at the office of UPS. Claims not made within six (6) months after delivery of the package, or in the case of non-delivery, within six (6) months after a reasonable time for delivery has elapsed, shall be deemed waived. UPS shall not be liable for any punitive, special, incidental, or consequential damages.

Exclusions from Liability

UPS shall not be liable or responsible for:

- loss or damage to articles of unusual value (as defined in these Terms);
- loss or damage to Prepaid Letters;
- loss or damage resulting from insects, moths, vermin, inherent vice, deterioration, dampness of atmosphere, extreme temperature, ordinary wear and tear, or that which occurred or arose prior to or after the course of transportation by UPS;
- loss or damage resulting from improper, inadequate or unsafe packaging or wrapping that fails to meet UPS’s published standards related thereto set forth in the Terms or at ups.com;
- loss or damage to Perishable Commodities to the extent the loss or damage results from exposure to heat or cold or the perishable nature of the item;
- loss or damage to human remains, fetal remains, human body parts, or components thereof;
- loss or damage to fluorescent tubes or bulbs;
- loss of, damage to, or irretrievability of data stored on any type of media, or of information including without limitation personal, health or financial information;
- loss or damage due to acts of God, natural disasters, war risks, acts of terrorism, nuclear damage, acts of public authority acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, the application of security regulations imposed by the government or otherwise applicable to the shipment, riots, strikes, or other labor disputes, civil unrest, disruptions in national or local air or ground transportation networks (including but not limited to, UPS’s transportation network), disruption or failure of communication and information systems, or adverse weather conditions;
- loss or damage to any shipment containing articles that shippers are prohibited from shipping, that UPS does not or is not authorized to accept for transportation, that UPS states that it will not accept or that UPS has a right to refuse.

UPS shall not be liable for any loss or damage arising from providing service to, or on behalf of, a person or entity that obtains such services, including delivery of property by trick, false pretense, or other fraudulent scheme.
UPS shall not be liable for any damages arising from UPS's inability, failure, or refusal to comply with a request to stop, return, or re-route shipment of a package after tender to UPS.

UPS shall not be liable for any interruption of service dueto causes beyond UPS's control including, but not limited to: the unavailability or refusal of a person to accept delivery of the shipment, acts of God, natural disasters, war risks, acts of terrorism, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, insufficient information provided by a customer, Hazardous Materials packages improperly offered for transport, the application of security regulations imposed by government or otherwise applicable to the shipment, riots, a government agency hold, strikes, or other labor disputes, civil unrest, disruptions in national or local air or ground transportation networks (including but not limited to, UPS's transportation network), disruption or failure of communication and information systems, or adverse weather conditions.

UNDER NO CIRCUMSTANCES SHALL UPS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS, MISDELIVERY OF, OR DAMAGE TO PROPERTY, DELAYED DELIVERY, OR FAILURE TO ATTEMPT DELIVERY IN ACCORDANCE WITH THE UPS SERVICE GUARANTEE, WHETHER OR NOT UPS HAD KNOWLEDGE SUCH DAMAGES MIGHT BE INCURRED. UNDER NO CIRCUMSTANCES SHALL UPS BE LIABLE FOR ANY DAMAGES WHATSOEVER FOR DELAYED DELIVERY, EXCEPT AS SPECIFICALLY PROVIDED FOR SHIPMENTS MADE UNDER THE UPS SERVICE GUARANTEE.

Acceptance for carriage of any shipment containing articles that shippers are prohibited from shipping, that UPS does not or is not authorized to accept for transportation, that UPS states it will not accept, or that UPS has a right to refuse, does not constitute a waiver of any provisions of the Terms or Service Guide limiting UPS's liability or responsibility for any such package or shipment.

Shipper Indemnification

The shipper agrees to indemnify, defend, and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought by a governmental agency, or any other person or entity, arising from or relating to the shipper's noncompliance with governmental laws or regulations applicable to the shipment or UPS requirements applicable to the shipment, from shipper's tendering any prohibited item from shipment, or from shipper's failure to comply with the terms.

Data Protection

The shipper agrees that UPS and other companies in the UPS group of companies worldwide, including companies in countries that may not have the same level of data protection as the country where the shipment is tendered 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 website at http://www.ups.com/content/us/en/resources/ship/terms/privacy.html, which is incorporated here by this reference. 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.

Use of PLD Obtained Email Addresses

By including the email address of the Consignee or associated addressee in PLD for a Shipment ("PLD Email Address(es)"), the Shipper acknowledges and agrees that UPS may send notifications related to the delivery of such Shipment to the Shipment's associated PLD Email Address(es) and may use such PLD Email Address(es) in accordance with the UPS Privacy Notice in effect at the time of shipping, to the extent permitted by law. The Shipper warrants that (i) informed and specific consent has been secured from the individual associated with each PLD Email Address(es) to receive notifications related to the delivery of such Shipments and for use by UPS of the PLD Email Address in accordance with the UPS Privacy Notice in effect at the time of shipping, to the extent permitted by law and that (ii) the PLD Email Address(es) is accurate and is controlled by the Consignee or associated addressee for the Shipment with which it is associated. The Shipper shall defend, indemnify and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from and against any and all liability, losses, damages, costs and expenses (including reasonable legal fees) of any nature whatsoever incurred or suffered in connection with damages arising out of or resulting from any breach of the warranties in the previous sentence.

Incorporation of Terms; Waiver; Future Changes

All shipments are subject to the terms and conditions contained in the Terms.

UPS may engage subcontractors to perform transportation and incidental services. UPS contracts on its own behalf and on behalf of its servants, agents, and subcontractors, each of whom shall have the benefit of these Terms. No such party has authority to waive or vary these Terms.

The effective Service Guide, and any modifications or amendments of them, are hereby incorporated by reference in these Terms. In the event of a conflict or inconsistency between the Terms and the effective Service Guide, the Terms shall control. The Terms and the UPS Source Document for each shipment together comprise the complete and exclusive agreement of the parties, except as modified by any existing or future written agreement between the parties, and may not be contradicted or modified by any oral agreement.

UPS reserves the right to unilaterally modify or amend any portion of the Service Guide or the Terms at any time without prior notice.

UPS Tariff

All shipments are subject to the terms and conditions contained in the UPS Tariff, which is maintained at local UPS offices. NOTE:

Some air shipments may be shipped by surface transportation.