2026 UPS® Canada
Terms and Conditions of Service

May 01, 2026

All dollar amounts shown in this document are in Canadian dollars unless otherwise indicated.

1. Services

UPS, through its affiliates, is engaged in the transportation of small Packages (including envelopes) in these services (the "Services" or each a "Service"):

"Air Service" includes:

– UPS Express® Early

– UPS Worldwide Express Plus™

– UPS Worldwide Express™

– UPS Express

– UPS Worldwide Express Freight®

– UPS Worldwide Express Freight® Midday

– UPS Worldwide Express Saver®

– UPS Express Saver®

– UPS Worldwide Expedited™

– UPS Expedited®

"Ground Service" includes:

– UPS 3 Day Select®

– UPS Standard®

"UPS Worldwide Express Freight Service" includes:

– UPS Worldwide Express Freight

– UPS Worldwide Express Freight Midday

UPS is also engaged in the transportation of Packages via UPS Express Critical®.

All Packages covered under a single Source Document shall be considered a single Shipment.

2. Terms Used

– **Accessorial** is an additional UPS service feature, which may have an additional charge associated with it.

– **Business Day** means Monday through Friday except statutory holidays.

– **Charges** means all applicable transportation and other charges including, but not limited to, all applicable accessorial charges, brokerage service fees, duties, taxes, surcharges, additional handling charges and late payment fees. Any such Charges, including but not limited to any surcharges, are not intended solely to cover the cost of providing service and may result in profit to UPS.

– **C.O.D.** for all purposes means Collect on Delivery.

– **Commercial** refers to any address that is not Residential.

– **Declared Value for Customs** is the value of the contents declared by the Shipper on international Shipments for the assessment of customs, duties and taxes by the destination country.

– **Declared Value for Carriage** refers to the amount for which the Shipper wishes to obtain additional protection against loss or damage during shipping. If no Declared Value is entered, UPS's maximum liability for the Package, pallet or Shipment is $100. See Section 21 for details. For a Declared Value above $100, an additional charge applies, as listed in the UPS Rates in effect at the time of shipping.

– **Delivery** shall be deemed to include, but not be limited to any of the following: (1) Delivery to the Consignee or the Consignee's actual or apparent agent or representative, or pursuant to the Consignee's instructions, (2) Delivery to the address or location specified in the UPS Shipping System or to any person present at such address, (3) Delivery to an alternate address or location, including to a UPS Access Point® location, (4) Delivery in accordance with trade custom or usage, (5) Delivery pursuant to UPS's Driver Release procedures (UPS Driver Release means delivery to a private residence without obtaining a signature) or (6) Delivery otherwise permitted under the Terms.

– **Freight Collect** refers to a billing option in which the Consignee (Receiver) is billed for Charges.

– **International** refers to all worldwide destinations, including the United States, unless otherwise stated.

– **On-call customers** are customers that have shipping patterns that are irregular and/or infrequent, and that request a pickup only when needed.

– **Package** refers to any container and its contents, and includes an Express Envelope, as well as any article that may be handled without packaging if the handling thereof can be accomplished in a reasonably safe and practicable manner.

– **Package Level Detail (PLD) Upload** refers to the transmission to UPS of Package manifest information including, without limitation, by any UPS Automated Shipping System. PLD includes, but is not limited to, Service and Accessorials, Consignee's full name, complete delivery address and Shipment dimensions and weight.

– **Prepaid** is when the Shipper pays all shipping and Accessorial charges.

– **Receiver or Consignee** refers to the party to whom the Shipment is being sent.

– **Residential** refers to an address that is a home, including, but not limited to, a business operating out of a home. If an address can be construed as either Residential or Commercial, then it will be considered Residential.

– **Shipment** refers to one or more Packages, or one or more pallets in UPS Worldwide Express Freight Service, shipped under a single Source Document or UPS Automated Shipping System entry to one Receiver.

– **Shipper** refers to the party holding the UPS account used to process and tender a Shipment to UPS or, if no account was used for the Shipment, then the party that contracted with UPS for the Shipment. The term Shipper does not include, for example, a party to whom a Shipment was billed Third Party or Freight Collect, a party who drops off a UPS Returns® Services package, or a party that uses another party's account for a Shipment.

– **Source Document** means a shipping document provided by UPS for the purpose of tendering a Shipment to UPS for transportation.

– **Third Party** means any party that is not the Shipper or Receiver/Consignee.

– **Third-Party Retailer** means locations of The UPS Store® centres and UPS Authorized Shipping Outlet locations. UPS may designate certain Third-Party Retailers as UPS Access Point locations, as that term is defined below, but all terms and conditions applicable to Third-Party Retailers set forth herein shall continue to apply, regardless of such designation.

– **Transportation charges** refer to shipping or freight charges assessed for the air and surface movement of a Shipment, not including any other fees or charges such as Declared Value, additional service fees, or customs duties and taxes.

– **UPS Access Point location** means an independently owned and operated business or location designated as a UPS Access Point location by UPS where a Consignee or other recipient may, where available, receive a Package Delivery. Where available, Packages processed for shipping prior to tender using a UPS Shipping System may be tendered to a

UPS Access Point location. Hours of operation and availability of staffing vary by location.

– The **UPS Account Number** is used to bill Shipments sent within Canada or internationally, international inbound services, as well as customs brokerage services for goods arriving in Canada.

– **UPS Automated Shipping System** means WorldShip® technology, UPS Connect® technology, UPS CampusShip™ technology, ups.com shipping (also referred to as online shipping), UPS marketplace shipping, UPS Developer Kit, iShip® technology, UPS Host Access, UPS Mobile™ shipping apps, or an approved UPS Ready® solution that meets UPS requirements at the time of Shipment. The terms "UPS Automated Shipping System," "Source Document," and "PLD Upload," individually or collectively, are sometimes referred to by the term "UPS Shipping System".

– **UPS Customer Centre** 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 Smart Label®** tag as defined for this document and described in the UPS Guide to Labelling includes, but is not limited to, the MAXICODE, postal code bar code, current UPS Routing Code, appropriate UPS service-level icon and UPS 1Z Tracking Number bar code.

– **UPS Worldwide Express Freight® Centre** means a UPS facility where Shippers may tender UPS Worldwide Express Freight Service pallets to UPS for transportation and a Consignee or other recipient may receive pallets.

3. Commodities Handled and Restrictions upon Service

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

The Shipper agrees to indemnify, defend, and hold harmless UPS and its affiliated companies, their officers, directors, employees, agents from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought arising from or relating to a Shipment in violation of applicable law or regulation or of these Terms.

3.1 Maximum Weight and Size

UPS, in its sole and absolute discretion, may not accept or may refuse to provide service with respect to any Package:

– Weighing more than 150 pounds or 68 kilograms, or

– Exceeding 108 inches or 274 centimetres in length, or

– Exceeding a total of 165 inches or 419 centimetres in length and girth combined

Length is the longest side of the Package or object. Girth is the distance all the way around the Package or object at its widest point perpendicular to the length. Irregularly shaped Packages or objects are to be treated as if they were in a rectangular box for the purpose of measuring.

Additional charges, including an Over Maximum Limits charge, set forth in the UPS Rates in effect at the time of shipping, may apply to any such Package tendered for transportation.

UPS, in its sole and absolute discretion, may not accept or may refuse to provide service with respect to any UPS Worldwide Express Freight Service pallet that exceeds maximum size or weight restrictions, which vary by origin and destination, as set forth at ups.com/media/en/wwef_max_dim.pdf. If found in the UPS system, they are subject to an Oversize Pallet Handling Surcharge as set forth in the UPS Rates in effect at the time of shipping.

3.2 Maximum Declared Value for Carriage

The maximum Declared Value is $50,000 per Package and $100,000 per pallet for Worldwide Express Freight Service except for the following for which the maximum Declared Value may not exceed:

– $999 for a Package unless a UPS high-value summary report is obtained by the Shipper or person tendering the Package and signed by the UPS driver or UPS Customer Centre representative upon tender of the Package

– $999 for a Domestic Returns Package sent via UPS Authorized Return Service, UPS Print Return Label, UPS Print and Mail Return Label, UPS Electronic Return Label, or 1 UPS Pickup Attempt Return Label

– $999 for an international Returns Package or pallet sent 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 unless a UPS high-value summary report is obtained by the Shipper or person tendering the Package or pallet and signed by the UPS driver or UPS Customer Centre representative upon tender of the Package or pallet

– $999 for an international UPS Import Control® Package or pallet unless a UPS high-value summary report is obtained by the Shipper or person tendering the Package or pallet and signed by the UPS driver or UPS Customer Centre representative upon tender of the Package or pallet

– $999 (USD) for a Package dropped off at a UPS Access Point® location or Third-Party Retailer if such a Package was processed for shipment using a Source Document or UPS Automated Shipping System prior to drop-off at the UPS Access Point location or Third-Party Retailer

– $5,000 (USD) for a Package shipped to a UPS Access Point location

– $500 for a Package shipped via a UPS Drop Box

– $500 for a Package or pallet containing jewellery or $2,500 for a Package or pallet containing jewellery for Shipments tendered to eligible destinations set forth at ups.com/jewelry

– $100 for a Package or pallet containing cheques, phone cards, lottery tickets, gift cards or other items of a similar nature. In no event shall UPS be liable for the face value of these items

If no Declared Value for Carriage amount is entered by the customer for a Package, pallet or Shipment, then UPS's maximum liability for that Package, pallet or Shipment is $100. See Section 21 for details.

Any effort by the Shipper to declare a value in excess of the maximum amounts stated above shall be null and void. The acceptance for carriage by UPS of any Package, pallet or Shipment bearing a Declared Value in excess of the maximum amounts does not constitute a waiver of this provision.

Any Declared Value must be declared in Canadian currency. For international Shipments, the Declared Value for Carriage cannot exceed the Declared Value for Customs.

3.3 Prohibited Articles

The following articles are prohibited by UPS. In the event that any such prohibited article enters the UPS system, this does not constitute a waiver on the part of UPS, and UPS shall have no liability whatsoever for delay, loss or damage to any such article, even if the Shipper has entered a Declared Value on the shipping document.

Articles Prohibited by UPS for Shipping within Canada and Internationally

– Shippers are prohibited from shipping articles of unusual value via UPS. Articles of unusual value shall be deemed to include, but are not limited to:
  - Currency, negotiable instruments (except cheques and money orders)
  - Any Package having a value of more than $50,000
  - Any UPS Worldwide Express Freight® Service pallet with a value of more than $100,000
– Fireworks
– Hazardous waste
– Human remains in any form
– Packages with duplicate or previously used shipping labels, Packages with a label that has been altered or created without UPS's express authorization or processed or tendered in any manner that may prevent or hinder UPS from assessing or collecting full and accurate Charges, Packages that have been processed or tendered without authorization of the Shipper or accountholder to which Packages are billed, or Packages for which false information is submitted as part of the claims process. Items shipped in such Packages are considered prohibited articles.
– Any Shipment that, in UPS's judgment, could cause damage or delay to equipment, personnel, or other Shipments

Additional Articles Prohibited by UPS for Shipping Internationally

– Firearms
– Industrial diamonds
– Ivory
– Postage stamps
– Unset precious stones
– Marijuana, as that term is defined by 21 U.S. Code § 802(16) including marijuana intended for medicinal use and Hemp, as defined in 7 U.S. Code § 1639o, when in plant form
– Personal Effects and Unaccompanied Baggage shipped to any other country except the United States. See Section 3.5 for details.
– Shark fins
– Shipments prohibited by law
– Other prohibited items that vary by country. For further information, call 1-800-PICK-UPS®.

3.4 Restricted Articles Requiring Pre-approval for Shipping within Canada, Internationally or Both

– Alcohol (See Section 3.7)
– Ammunition
– Animal products, non-domesticated (International approval only required)
– Antiques
– Artwork
– Biological Substances Category B and exempt human or animal specimens
– Ceramics
– China
– Collector's items
– Confectionery products, such as potato chips in any form; chocolate in any form; pastries and baked goods in any form
– Dangerous Goods (See Section 3.6)
– Dry Ice (Except when shipped via UPS Standard® service)
– Electronic cigarettes and Vaping products
– Firearms (Prohibited internationally – See also Section 3.8)
– Furs (International approval only required)
– Glass, crystal
– Industrial diamonds (Prohibited internationally)
– Jewellery Packages in excess of $2,500 in value to eligible destinations set forth at ups.com/jewelry and $500 to all other destinations
– Liquids
– Live animals, birds and insects
– Live plants and cut flowers
– Marijuana/Cannabis (Prohibited internationally See also Section 3.7)
– Perishables
– Personal Effects (See Section 3.5)
– Pottery
– Precious metals (Any article containing more than 50% by weight of a precious metal)
– Replica or inert explosives or weapons that bear an appearance to actual explosives or weapons
– Seeds (International approval only required)
– Televisions
– Tobacco (See Section 3.7)
– Unset precious stones (Prohibited internationally)
– Watches containing more than 50% of a precious metal or any precious gem stone

Except in the case where the article is prohibited for shipping (as noted), the articles listed in this Section 3.4 require Pre-approval to be shipped with UPS. Pre-approval is defined as UPS's written consent, as evidenced by an agreement setting out the Pre-approval article(s) to be transported, which is signed by authorized representatives of UPS and the Shipper.

Declared Value service is not available in respect of the Shipment of any Pre-approval articles. **Shipments containing Pre-approval articles are transported at the Shipper's risk, including without limitation for delay, loss, theft or damage. For more information, call 1-800-PICK-UPS®.**

In the event that any Pre-approval article enters the UPS system without having obtained UPS's Pre-approval, this does not constitute a waiver on the part of UPS and UPS shall have no liability whatsoever for delay, loss, theft or damage to any such article, even if the Shipper has entered a Declared Value on the shipping document. Also refer to Section 22, Limitations and Exclusions of Liability.

3.5 Personal Effects and Unaccompanied Baggage

These are Shipments containing used items intended for personal use rather than items being shipped for distribution, business maintenance or wholesale/retail sale. Examples of such items include (without limitation) used clothing, previously purchased goods, personal grooming items, a suitcase contained within a carton or box, etc.

– These items may only be shipped within Canada and to the U.S., and only on a Pre-approval basis.
– Specific export documentation is required for shipping Personal Effects and Unaccompanied Baggage to the U.S., including:
  - U.S. Customs form 3299
  - Proof of Status, such as a copy of a passport, visa, or birth certificate.
– Shipments of Personal Effects and Unaccompanied Baggage to some destinations other than Canada and the U.S. may be accepted at The UPS Store® locations.

3.6 Dangerous Goods

Goods that meet the definition of Limited Quantities and Consumer Commodities under the Transportation of Dangerous Goods Regulations (TDGR) may be shipped within Canada using UPS Standard® service only. Limited Quantity and Consumer Commodity

Shipments are prohibited from origins and to destinations not accessible by ground transportation even when such Shipments are prepared using UPS Standard service. Dangerous Goods that do not meet the TDGR definition of Limited Quantity or Consumer Commodity or that require transportation by a mode other than ground are accepted for transportation only as a pre-arranged, separately contracted service. Call 1-800-509-0953 for details.

Dangerous Goods that are regulated by the International Civil Aviation Organization (ICAO) as published in the International Air Transport Association (IATA) Dangerous Goods Regulations and the Canadian Transportation of Dangerous Goods Act and Regulations are accepted for transportation only as a pre-arranged, separately contracted service. Restrictions apply on commodities carried, quantities and available transportation services. Call 1-800-509-0953 for details.

3.7 Alcoholic Beverages, Tobacco and Marijuana/Cannabis

UPS transports Packages and pallets containing alcoholic beverages, tobacco, or Marijuana/Cannabis only where permitted by provincial or federal law and under certain conditions. Contact 1-800-PICK-UPS® for details.

3.8 Firearms

Shipments containing firearms or firearm parts will be be accepted for transportation only within Canada and only under certain conditions. Contact 1-800-PICK-UPS® for details.

3.9 Prohibited by Law

No service shall be rendered by UPS in the transportation of any Shipment that is prohibited by law or regulation of any federal, state, provincial, or local government in the origin country or destination country.

3.10 Return of Prohibited and Unauthorized Restricted Articles

UPS reserves the right, but is not required, to return to the Shipper any Shipment containing a prohibited or unauthorized restricted article. Such return will be made solely at the Shipper's risk and expense. UPS also reserves the right in its sole and unlimited discretion to dispose of a prohibited or unauthorized restricted article found in the UPS system. UPS in its sole and unlimited discretion may subject each Package containing a prohibited or unauthorized restricted article to an additional fee, set forth in the UPS Rates. In addition, UPS reserves the right in its sole and unlimited discretion to suspend or terminate, in whole or in part, services to a Shipper, a Shipper's contract, contractual discounts or incentives where the Shipper is found to have engaged in conduct prohibited by this Section or that is otherwise prohibited by the Terms, UPS policy (including without limitation UPS policies described on UPS.com), or applicable law or regulation.

3.11 Unlawful Drug Fee

Unlawful Drug Fee Packages containing any form of unlawful drugs will be subject not only to seizure and reporting to relevant governmental authorities, but also to an additional charge as set forth in the applicable Service Guide. Such charge is in addition to any and all other obligations that may be owed to UPS in connection with the shipment of unlawful drugs.

4. Right of Inspection

UPS reserves the right to open and inspect any Package or pallet tendered to it for transportation, but is not obligated to do so.

5. Shipping Charge Correction Audit Fee

UPS reserves the right to bill for Charges based upon the characteristics of, and services requested for, Shipments actually tendered to UPS. UPS also reserves the right to audit any Package, Shipment and/or invoice to verify service selection, dimensions, or weight, and applicability of any Charges. As part of that audit, UPS may weigh and measure any Package or Shipment tendered to UPS using any method UPS deems appropriate, including but not limited to multidimensional measuring devices. UPS may in its sole and unlimited discretion increase or adjust Charges based on the results of such audit. UPS reserves the right in its sole and unlimited discretion to bill for Charges based on shipping characteristics provided by the Shipper, regardless of whether UPS has audited the shipping characteristics. In the event that a Package's or Shipment's dimensions are altered during transit, UPS reserves the right to bill for Charges based on the altered dimensions.

A Shipping Charge Correction audit fee may be assessed for shipping charge corrections, as set forth in the effective UPS Rates.

6. Refusal of Service

UPS reserves the right to refuse to provide service for any or no reason, including, but not limited to, for any Shipment which by reason of the dangerous or other character of its contents may, in the sole judgment of UPS, soil, taint, or otherwise damage other Shipments or UPS's equipment or which is improperly or insecurely packed or wrapped or labelled, as determined by UPS in its sole judgment.

Before accepting any Shipment for service, 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 to or from any location, or to provide alternative service arrangements, or to 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 federal, provincial, or local law, or for fraudulent purposes, or when the account of the person or entity responsible for payment is not in good standing.

7. Proper Packaging and Labelling

Packaging

- It is the responsibility of the Shipper to ensure that proper packaging is used and that contents of Shipments are adequately and securely packed, wrapped, and cushioned for transportation.
- Packaging, including the container, must be new or in near new condition.
- Shipments must be so packed or wrapped as to meet UPS's published standards related thereto set forth in the UPS Rate and Service Guide, or on ups.com, and as to pass tests set forth in International Safe Transit Association (ISTA) Procedure 3A, 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.
- UPS will not be liable for delay, damage to or loss of goods caused or contributed to by defects or inadequacy of the packaging used by the Shipper or for damage to or loss of the packaging used by the Shipper.
- 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 Shipments bearing "Fragile," Package orientation markings (e.g., "UP" arrows or

"This End Up" marking), or any other similar markings.

– Shipments containing goods of high value or high risk, including without limitation jewellery, 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 Shipment.

– When shipping media of any type 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 media through encryption or other technological means. UPS is not liable or responsible for loss of, damage to, or irretrievability of data stored on 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, please refer to packaging on 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® Service Shipments must be palletized, stackable, able to be lifted by forklift, and shrink-wrapped or banded to a skid. The Shipper must ensure that pallets and packaging comply with all applicable laws and regulations of the origin and destination country.

Labelling

– Shippers must also securely affix to each package a completed legible Source Document or label generated through a UPS® Automated Shipping System containing, among other things, the UPS tracking number, shipper name and address and consignee name and address. Previous labels or barcodes must be removed or concealed.

– Shippers are prohibited from duplicating or reusing labels or altering or creating labels without UPS's express authorization in a way that may prevent UPS from assessing or collecting accurate and full Charges.

– UPS cannot deliver to a P.O. Box number. Packages and pallets require a street address including apartment/suite/unit number and the Receiver's telephone number.

– A Rural Route number is acceptable if the Receiver's full name and telephone number are clearly marked on all Packages and pallets.

8. Rates

Except as otherwise stated in the UPS Terms and Conditions, Charges set forth in the UPS Rates applicable to the Shipment in effect at the time of shipping will be assessed.

8.1 Multiple-Piece Shipments

All Packages and pallets covered under a single Source Document are considered a Shipment for the purpose of calculating shipping charges.

8.2 UPS-Supplied Express Packaging

When using UPS-supplied Express packaging (UPS Express Envelopes, UPS Express Paks, UPS Express Boxes, and UPS Express Tubes), each one is considered a single-piece Shipment and may not be combined with other Packages for multiple-piece pricing.

UPS-supplied Express packaging is to be used for Shipments sent via UPS Express® services, including UPS Worldwide Express Plus™, UPS Express Early, UPS Worldwide Express™, UPS Express, UPS Worldwide Express Saver®, and UPS Express Saver®. For domestic Shipments only, UPS Express packaging may also be used for UPS Expedited® shipping. Shipments sent in UPS Express packaging but utilizing non-qualifying service levels will be subject to an Additional Handling Fee.

The Billable Weight of domestic and international Shipments using UPS-supplied Express packaging is the greater of the Actual Weight and the Dimensional Weight of the Package.

See Section 8.6 for details.

8.3 UPS Envelope Rates

UPS Envelope Rates are available only for UPS Express Envelope Shipments with an actual weight not exceeding limits specified in the UPS Rate and Service Guide in effect at the time of shipping; and additionally for international Shipments, only containing documents of no commercial value (which may include electronic media in some countries). All UPS Express Envelope Shipments exceeding the weight limit or international UPS Express Envelope Shipments containing other items will be assessed the corresponding rate for the applicable weight (except as expressly set forth in Section 8.4 UPS Pak Rates).

8.4 UPS Pak Rates

UPS Pak Rates are available only for UPS Worldwide Express Plus, UPS Worldwide Express, UPS Worldwide Express Saver, UPS Express Early, UPS Express, UPS Ex-press Saver and domestic UPS Expedited Shipments in UPS Express Envelopes with an actual weight exceeding the allowed weight for UPS Envelope Rates up to the maximum allowed weight for UPS Pak Rates; and for UPS Express Pak Shipments with an actual weight not exceeding the limits specified in the UPS Rate and Service Guide in effect at the time of shipping. UPS Express Pak Shipments with a weight exceeding the UPS Express Pak weight limit will be assessed the corresponding applicable UPS Rates for the Shipment.

8.5 Rounding Measurements

Shipment, Package and pallet weights must be rounded up to the next whole pound or kilogram. Package and pallet dimensions must be rounded up to the next whole inch or centimetre.

8.6 Billable Weight for UPS Shipments

Transportation charges are based on the greater of the Actual Weight or the Dimensional (volumetric) Weight of each Package or pallet in a Shipment.

– Actual Weight refers to the weight of a Package or pallet in pounds or kilograms as measured on a scale.

– Dimensional Weight is calculated to reflect the size and space (the volume) a Package or pallet occupies. Refer to the guidelines set forth in the UPS Rate and Service Guide to calculate Dimensional Weight.

8.7 Minimum Rates for Heavy Shipments other than UPS Worldwide Express Freight Service Shipments

To determine the rate for a multiple-piece Shipment with a Billable Weight of more than 150 pounds or 68 kilograms, multiply the total Billable Weight (rounded up to the next whole pound or kilogram) by the appropriate price per pound or kilogram shown on the rate chart for the service level selected. The amount billed will be the greater amount of the following:

– The result of the above calculation, or

– The minimum rate shown in the rate chart, or

– A minimum charge calculated on each Package being billed at 10 pounds or 5 kilograms

9. Additional Services

9.1 Declared Value

Except for articles listed in Section 3.3 (Prohibited Articles) and Section 3.4 (Articles Requiring Pre-approval for Shipping within Canada, Internationally or Both), each Package, pallet or Shipment is automatically protected against loss or damage up to $100.

If the Shipper wishes to declare a value of more than $100 for the Package, pallet or Shipment, an additional charge, set forth in the UPS Rates in effect at the time of shipping, will be assessed for each $100 of the Declared Value. Also see Section 3.2 (Maximum Declared Value for Carriage) and Section 21 (Responsibility for Loss or Damage) for additional information on limits and restrictions.

9.2 Saturday Delivery

The Shipper may request optional Saturday Delivery for Shipments to certain Canadian and international destinations for certain Air Services as set forth in the UPS Rate and Service Guide by selecting Saturday Delivery in the UPS Shipping System and by attaching a Saturday Delivery routing label (provided by UPS) on each Package or pallet. An additional fee, set forth in the UPS Rate and Service Guide applicable to the Package in effect at the time of shipping, will be assessed for Saturday Delivery of Air Services.

The Shipper may request optional Saturday Delivery to Commercial addresses in certain destinations in Canada and the U.S. for UPS Standard service. To request Saturday Delivery of UPS Standard to a Commercial address, a Shipper must indicate the selection in the UPS Shipping System. An additional fee, set forth in the UPS Rate and Service Guide applicable to the Shipment in effect at the time of shipping, will be assessed for requested Saturday Delivery of UPS Standard service. A Saturday Delivery routing label is not required.

Saturday Delivery is also available for UPS Standard service to a UPS Shipper with a Saturday Scheduled Stop pickup that has opted-in to receive Saturday deliveries. A Saturday Delivery routing label is not required and there is no additional Saturday Delivery service charge.

Saturday Delivery is also available for UPS Standard service to Residential addresses in certain destinations in Canada and the U.S. but not by request. Refer to scheduled delivery date information in your UPS shipping system to identify where Saturday Delivery is scheduled for UPS Standard service to a Residential address. Where Saturday Delivery is available for UPS Standard service to Canada or the U.S. without request, a Saturday Delivery routing label is not required and there is no additional Saturday service charge.

9.3 Signature Services

Signature Required

A Shipper may request that UPS obtain the recipient's signature on Delivery. An additional fee, set forth in the UPS Rates applicable to an international Shipment or domestic Package in effect at the time of shipping, will be assessed. The Shipper must use a UPS Automated Shipping System to initiate a request for this service. UPS may obtain, at its sole and unlimited discretion, a signature, other electronic acknowledgement of receipt or authorization to release without signature upon Delivery pursuant to the UPS My Choice® service from the Receiver when this option is selected.

Adult Signature Required

A Shipper may request that UPS obtain the signature of a recipient who is at least 19 years of age within Canada and 21 years of age for international Shipments upon delivery. An additional fee, set forth in the UPS Rates applicable to an international Shipment or domestic Package in effect at the time of shipping, will be assessed. UPS, in its sole and unlimited discretion, will determine if Delivery can be completed when such a request is made, and may request photo identification indicating the recipient's age before completing Delivery. The Shipper must use a UPS Automated Shipping System to initiate a request for this service.

9.4 Duty and Tax Forwarding Surcharge

Except for Shipments to the U.S. or Mexico, an additional Duty and Tax Forwarding Surcharge set forth in the UPS Rates in effect at time of shipping will apply if the Shipper selects a billing option in which duties and taxes are to be paid outside of the destination country of the Shipment. See Section 16 for available billing options.

9.5 Address Correction

If any Shipment as addressed by the Shipper has an incorrect or incomplete address (examples include, but are not limited to, P.O. Boxes, missing suite, apartment, or unit numbers, old addresses, and missing/incorrect postal codes), UPS will make reasonable efforts, to be determined in its sole and unlimited discretion, to secure the correct or complete address.

An address validated by UPS may be incorrect or incomplete for purposes of completing Delivery and may be corrected by UPS. If the correct or complete address is secured, UPS, at its sole and unlimited discretion, will attempt Delivery, and the Shipper, upon request, will be provided with the correct or complete address in order to update its internal records. UPS may in its sole and unlimited discretion correct or complete an address based on information obtained from the Shipper or Consignee. An Address Correction charge set forth in the UPS Rates in effect at the time of correction or completion will be assessed to the Shipper for an address correction or completion.

9.6 Additional Handling

Where applicable, an Additional Handling Fee, set forth in the UPS Rates in effect at the time of shipping, will be added to the shipping charge for the following:

- Any article that is not fully encased in a corrugated cardboard shipping container, including but not limited to any article encased in an outside shipping container made of canvas, leather, metal, wood, hard plastic, soft plastic (e.g., plastic bag), or expanded polystyrene foam (e.g., Styrofoam);
- Any article that is encased in a soft-sided pack (e.g., poly bag or bubble mailer) that exceeds 18 inches along its longest side or 14 inches along its second-longest side or 6 inches in height;
- Any Package with an outer shipping container covered in shrink wrap or stretch wrap;
- Any Package bound with metal, plastic or cloth banding, or that has wheels, casters, handles, or straps (including Packages where the outer surface area is loosely wrapped or where the contents protrude outside the container surface);
- Any cylindrical item, including but not limited to barrels, drums, mailing tubes, pails, or tires;
- Any Package with the longest side exceeding 48 inches or 122 centimetres or its second-longest side exceeding 30 inches or 76 centimetres
- Any package with a length plus girth [(2 x width) + (2 x height)] exceeding 105 inches/267 centimetres
- Any domestic or export package with an actual weight of more than 50 pounds/22 kilograms or any import package with an actual weight of more than 55 pounds/25 kilograms.
- Each domestic or export package in a

shipment (excluding UPS Worldwide Express Freight® service shipments) where the average weight per package is greater than 50 pounds/22 kilograms or each import package in a shipment where the average weight per package is greater than 55 pounds/25 kilograms and the weight for each package is not specified on the source document or the UPS automated shipping system used.

– Any Package routed through UPS's irregular package sortation process

– UPS also reserves the right to assess the Additional Handling Fee for any Package that, in UPS's sole discretion, requires special handling

– An Additional Handling Fee will not be charged in combination with a Large Package Surcharge

9.7 Scheduled Pickup Services

UPS offers the following Scheduled Pickup Services:

– Daily Pickup: When Daily Pickup service is selected, UPS will call on Shipper's location once each Business Day to pick up Packages. UPS may not call upon a location on any day in which the account indicates that there are no Packages available for pickup.

– Daily On-Route Pickup: When Daily On-Route Pickup service is selected, UPS will call on Shipper's location each Business Day to pick up Packages while making deliveries in Shipper's area.

– Day-Specific Pickup: When Day-Specific Pickup is selected, UPS will call on Shipper's location each Business Day as preselected by Shipper. Shipper may select up to four Business Days per week for Day-Specific Pickup.

– UPS Smart Pickup™ service: When UPS Smart Pickup service is selected, UPS will call on Shipper's location any Business Day when the Shipper transmits PLD using the current version of WorldShip® software, UPS CampusShip® software, or ups.com shipping, by the deadline designated by UPS, or if Shipper has scheduled a pickup by telephone or through the ups.com website, prior to the deadline designated by UPS.

For Daily Pickup, Daily On-Route Pickup, and Day-Specific Pickup, a weekly service charge based on the account's weekly billing total, as reflected in the UPS billing system, will be assessed.

The weekly billing total may not necessarily reflect all Packages tendered during a calendar week. For UPS Smart Pickup service, a weekly service charge will be assessed. Scheduled Pickup Services are not available for any UPS Worldwide Express Freight Service.

9.8 UPS On-Call Pickup® Service

When UPS On-Call Pickup Service is requested by the Shipper, UPS will arrange a Shipment pickup at the requested location.

An additional fee, set forth in the UPS Rates applicable to the pickup in effect at the time of the pickup request, will be assessed on UPS On-Call Pickups. UPS On-Call Pickup service from a Residential address will also be assessed the Residential Surcharge set forth in the UPS Rates at the time of the pickup request.

UPS On-Call Pickup Service must be requested for each UPS Worldwide Express Freight Service Shipment pickup or drop-off (for door-to-door and non door-to door services) and may not be combined with a Package pickup. No additional charge for On-Call Pickup Service applies to UPS Worldwide Express Freight Service.

9.9 Saturday Pickup Service

UPS offers Saturday pickup of UPS Air and Ground Services Packages where such services are available. Shippers can contact UPS for information about the availability of Saturday Pickup Service in their area. Refer to UPS.com Calculate Time and Cost for the scheduled delivery day commitment applicable to Packages picked up on Saturday.

Saturday Pickup Service is offered by the following methods.

– Saturday Scheduled Stop: Shippers with a Monday to Friday Daily Pickup have the option to request UPS pickup qualifying Packages at the Shipper's location every Saturday, excluding holidays. Refer to Section 9.7 (Scheduled Pickup Services) for additional information regarding Daily Pickup service.

– Saturday Smart Stop: Shippers with UPS Smart Pickup service have the option to request a Saturday pickup by processing a qualifying Package for pickup on a Saturday, excluding holidays, on which the service is needed. Refer to Section 9.7 (Scheduled Pickup Services) for additional information regarding scheduling a pickup via UPS Smart Pickup service.

– Saturday On-Call Stop: A Shipper may request Saturday pickup via UPS On-Call Pickup® service by contacting UPS on or in advance of each Saturday, excluding holidays, on which the service is needed. Refer to Section 9.8 (UPS On-Call Pickup® Service) for additional information regarding scheduling a pickup via UPS On-Call Pickup Service.

A Saturday Stop Charge that varies depending on the type of pickup service selected will apply for each scheduled and requested Saturday pickup. Refer to the current UPS Canada Rate and Service Guide for the applicable Saturday Stop Charges.

9.10 UPS Paperless® Invoice Service

By using UPS Paperless Invoice service (via a UPS Automated Shipping System or any other method, including, but not limited to, an API platform or a third-party system) or any other means on a UPS Automated Shipping System to electronically generate a paperless invoice, the Shipper authorizes UPS (or any UPS affiliate) to use the information the Shipper submits electronically to facilitate the delivery, export and/or import of the Shipment, including the Shipper's letterhead and electronic signature and the data, documents, and information that the Shipper provides to generate true, correct, and paperless invoices that reflect, in all material respects, the Shipper's actual commercial invoice and the Shipper's sale transactions of merchandise to its buyers (i.e., the "Sold To" Parties) and that are necessary to expedite in accordance with law the export and customs clearance of international Shipments. The Shipper agrees to indemnify and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, and agents from any and all claims asserted and liability or losses suffered by reason of any incorrect, incomplete, or false statement contained in the data, invoices, certificates of origin or international trade documents provided by Shipper. The Shipper shall provide to UPS in advance all required information including, but not limited to, the true and accurate price at which the merchandise was sold to the "Sold To" Party, any required additions to customs value (e.g., dutiable commissions, royalty/license fees, assists, packing costs, and proceeds of subsequent sales), the currency of the sale, country of origin, terms of sale, the quantities, ultimate Consignee, and a complete commercial description of the merchandise. By using the service, Shipper represents and certifies that the data, documents, and information the Shipper provides is true, complete, and accurate and that the paperless invoice the Shipper prepares is, in all material respects, an electronic copy of the actual commercial invoice provided to the buyer. The Shipper shall have an affirmative,

non-delegable duty to disclose to UPS any and all required commercial invoice information, in accordance with 19 C.F.R. Part 141, Subpart F (Invoices) for shipments entering the United States and any other laws governing valuation and invoicing requirements of other countries of destination or origin, and to ensure its accuracy and completeness. In some instances, applicable laws and regulations may require the use of original invoices, certificates of origin or other international trade documents. The Shipper acknowledges that Shipper has an affirmative and non-delegable duty to determine whether a Shipment requires an original invoice, certificate of origin, or other international trade document, and that Shipper will attach such an original document to the Shipment when required by law. The Shipper shall maintain and produce to UPS, if requested, a copy of the original commercial invoice (between the buyer and the seller) and provide timely upload of PLD to use UPS Paperless Invoice service. The Shipper further acknowledges that a Shipment tendered to UPS (or any UPS affiliate) using this service is also subject to the terms and conditions set forth in Section 15 ("Provisions for Customs Clearance of International Shipments"), and the effective UPS Technology Agreement, which is available at www.ups.com.

9.11 UPS Carbon Offsets

A Shipper may request that UPS offset the climate impact of a Package via UPS Carbon Offsets service by selecting UPS Carbon Offsets at the time a Package is tendered to UPS. By selecting UPS Carbon Offsets, UPS will purchase and retire in the appropriate registry a sufficient number of voluntary or regulatory carbon credits as determined by UPS in its sole discretion to offset calculated carbon dioxide emissions. UPS Carbon Offsets is available for Packages shipped using a UPS Automated Shipping System. An additional charge for each Package or pallet, as set forth in the UPS Rates in effect at the time of the charge, will be applied.

9.12 UPS Import Control®

UPS Import Control service allows a Shipper to process an import Shipment, including a commercial invoice. Where available, a Shipper may use UPS Import Control service to create a Print Import Label, Electronic Import Label, and 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. 3 UPS Pickup Attempts is not available for UPS Worldwide Express Freight® Service. 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 Package or pallet, as set forth in the UPS Rates in effect at the time the charge is applied.

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 material and Dangerous Goods Shipments requiring shipping papers and Shipments of firearms. Signature Services and C.O.D. service are 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 $999, the Shipper ensures that a UPS high-value summary report is generated and signed by the UPS driver upon tender of the Package or pallet to UPS. If no high-value summary report is obtained and signed, the maximum actual or Declared Value of each such Package or pallet is limited to $999.

9.13 UPS Premium Care™

When UPS Premium Care is requested by the Shipper on a Package tendered to UPS, UPS will collect and maintain a record of the signature or unique identification code of personnel handling the Package through the UPS system and signature of the recipient of the Package. Package signature pickup and proof of delivery records are available upon request within two years after delivery. All other handling records and tracking detail are available upon request within 90 days after delivery. UPS Premium Care is only available through a UPS Automated Shipping System for Shipments within Canada.

The Shipper must provide electronic transmission of Package Level Detail for a UPS Premium Care Package at or before it is tendered to a UPS driver. Shippers must also provide the UPS driver with two copies of the UPS Premium Care control log generated by the UPS Automated Shipping System.

The Shipper agrees that a UPS Premium Care report provided by UPS contains personal and confidential information and may only be used for audit purposes or to maintain internal records associated with the UPS Premium Care Shipment. Information contained on a UPS Premium Care report may not be disclosed to unauthorized third parties or used for any other reasons than those above.

Prepared UPS Premium Care Packages cannot be dropped off at any UPS shipping outlet, UPS Drop Box, UPS Access Point® location or Third Party retail location.

UPS Premium Care is not available to or from international locations and may not be available to or from some remote locations within Canada. Contact your UPS representative for details.

9.14 Delivery Change Requests

After the Receiver has received notice from UPS that Delivery has been attempted, the Receiver may request that UPS hold a Package for pickup at a UPS Customer Centre, request that UPS return a Package to the Shipper, hold a Package for future Delivery, reroute a Package, direct an eligible Package to a UPS Access Point location, redeliver to the original address a Package that was taken to a UPS Access Point location, or other such Delivery Changes as UPS in its sole and unlimited discretion may offer (each a "Delivery Change"). A UPS InfoNotice® number, UPS tracking number or UPS postcard number is required for a Delivery Change.

An additional charge set forth in the UPS Rates applicable to the Shipment in effect at the time of the request will be assessed to the Consignee for each Package rerouted, directed to a UPS Access Point location, or held for future Delivery by a Delivery Change Request. If any Delivery Change Request requires a Package movement from the original Receiver address beyond the delivery area of the original UPS delivery facility, additional Charges will apply and be assessed to the Consignee. Such additional Charges will be calculated as a newly initiated Shipment between the original Receiver address and the new rerouted 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 Receiver address. For a request to return to Shipper, all applicable Charges will apply and be assessed to the Shipper, as set forth in Section 13 or 14 of this document.

For UPS Worldwide Express Freight Service pallets, after the Receiver has received notice from UPS that Delivery has been attempted, the Receiver may request that UPS hold a pallet at a UPS Worldwide Express Freight Centre, request that UPS return a pallet to the Shipper, hold the pallet for future Delivery, or make a Delivery reattempt. Delivery reattempt charges will apply to subsequent attempts to deliver UPS

Worldwide Express Freight Shipments beyond the first Delivery attempt. For requests to return to the Shipper, all applicable Charges will apply and be assessed to the Shipper.

UPS will honour a Delivery Change Request in its sole and unlimited discretion where practicable and where the Receiver has guaranteed payment of any applicable Charges resulting from the change. By requesting a Delivery Change, the Receiver acknowledges and agrees that the limitations of liability set forth in the Terms in effect at the time of Shipment apply to the Shipment subject to the Delivery Change Request and that the value originally declared by the Shipper, if any, shall continue to apply throughout the course of transportation pursuant to the Delivery Change Request. UPS assumes no liability other than to the Shipper of the Shipment for loss, damage, or delay of any Shipment subject to Delivery Change. UPS shall not be liable for any damages whatsoever for failure or refusal to comply with a Delivery Change Request.

UPS may restrict Delivery Change Requests at the request of the Shipper. Shippers should contact their sales representative or call 1-800-PICK-UPS® (1-800-742-5877) to request restrictions. Shippers that do not request restriction of all Delivery Change Requests are deemed to agree that UPS will under no circumstances be liable for any damages whatsoever for complying with a Delivery Change Request even if made by an unauthorized party. Delivery Change Requests for Packages containing firearms are not available. Delivery Change Requests to reroute a package with UPS Adult Signature Required service to another address other than a UPS Access Point location is not available. Delivery Change Requests to reroute to an address or direct to a UPS Access Point location outside the province or territory of the original delivery address may not be available for Packages containing certain articles including, but not limited to, alcohol or tobacco products. It is the responsibility of the Receiver to ensure that a Delivery Change Request complies with all federal, provincial and local laws and regulations applicable to the Shipment.

9.15 Direct Delivery Only

Where available and subject to a Direct Delivery Only surcharge, UPS may in its sole and unlimited discretion accept a Shipper's request to limit (1) reroutes of Packages to an alternate address by the Consignee (including but not limited to Delivery Change Requests, UPS My Choice® requests, other than requests to hold for will call at a UPS Customer Centre) and (2) Delivery to an alternate address including a UPS Access Point location following a first Delivery attempt at a Residential address.

Direct Delivery Only does not limit UPS's Driver Release procedures, and does not require signature on Delivery or Delivery to the person specified as the Receiver in the UPS Shipping System. The Shipper must provide timely upload of PLD to request Direct Delivery Only.

9.16 UPS Delivery Intercept™ Service

After a Package has been tendered to UPS but before Delivery, a Shipper may request that UPS return a Package to the Shipper, reroute a Package (including a request by Shipper to correct an address, or where a Package has been returned to the Shipper after a Delivery attempt), hold the Package for pickup at a UPS Customer Center, or hold a Package for future Delivery. UPS may in its sole and unlimited discretion also accept a UPS Delivery Intercept request from a Third Party when the Shipper has requested that the Third Party's UPS account number be billed for such Package. UPS will honor a UPS Delivery Intercept request in its sole and unlimited discretion where practicable and where the Shipper has guaranteed payment of applicable Charges resulting from the change. UPS shall not be liable for any damages whatsoever for failure or refusal to comply with a UPS Delivery Intercept request.

UPS may restrict Delivery Intercept Requests made by phone and email at the request of the Shipper; Shippers should contact their sales representative to request restrictions. Shippers that do not request restriction of such Delivery Intercept Requests are deemed to agree that UPS will under no circumstances be liable for any damages whatsoever for complying with an intercept request made by phone or email even if made by an unauthorized party.

An additional charge, set forth in the UPS Rates applicable to the Shipment in effect at the time of the request will be assessed for each Package returned to the Shipper, rerouted, or held for future Delivery. If a request to reroute a Package requires a Package movement from the original Receiver address beyond the delivery area of the original UPS delivery facility, additional Charges also will apply. Such additional Charges will be calculated as a newly initiated Shipment between the original Receiver address and the new rerouted 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 Receiver address. For a request to return to the Shipper, all applicable Charges will apply and be assessed to the Shipper, as set forth in Section 13 or 14 of this document.

The Shipper must provide timely upload of PLD to initiate a UPS Delivery Intercept request.

10. Additional Charges

10.1 Missing or Invalid UPS Account Number Charge

An additional charge, set forth in the UPS Rates applicable to the Shipment in effect at the time of shipping, will be billed to the Shipper when the account number for the bill-to party is missing or invalid, requiring lookup by UPS.

10.2 Extended Area Surcharge

An additional charge, set forth in the UPS Rates applicable to the Shipment in effect at the time of shipping, may be applied to Shipments picked up from or destined to certain extended areas. UPS's Extended Area Delivery Surcharge listings may be viewed at ups.com or obtained by calling 1-800-PICK-UPS®.

10.3 Refusal of Freight Collect and Third Party Charges

If Freight Collect or Third Party Charges are refused or not paid by the Consignee or Third Party for a Shipment, the Billing Option Payer Refusal Charge, set forth in the UPS Rates applicable to the Shipment in effect at the time of shipping, will be billed to the Shipper in addition to the original outbound Charges.

10.4 Tracking/Refund Request Charge

UPS reserves the right to assess the Shipper an additional charge for each Package-tracking/tracing request initiated by or requested by the Shipper.

- This charge will not be assessed for the first fifty (50) Package-tracking requests per calendar week or for a quantity of Package-tracking requests equal to or less than twenty percent (20%) of the Shipper's Package volume for that week, whichever is greater.
- This charge will not be assessed for a quantity of Package-tracing requests equal to or less than two percent (2%) of the Shipper's Package volume for that week.
- UPS also reserves the right to assess the Shipper a charge, as set forth in the UPS Rates applicable to the Shipment in effect at

the time of shipping, for guaranteed service refund requests when the subject Shipment was delivered in accordance with the UPS Service Guarantee set out in the applicable UPS Terms and Conditions in effect at the time of shipping.

10.5 Minimum Rate/Weight Charge
UPS reserves the right to assess a minimum rate or weight per Package or per Shipment.

10.6 Manual Recording Fee
UPS reserves the right to assess a manual recording charge, set forth in the UPS Rates applicable to the Shipment in effect at the time of shipping, on Shippers who prepare Shipments using manual recording methods. Manual recording methods include, but are not limited to, the following:

– Canadian Services Waybill

– Worldwide Services Waybill

– UPS Express C.O.D.® Waybill

– UPS Shipping Record Book

– Printed manifest

– C.O.D. Tag

– Call Tag

– Adult Signature Required Label

10.7 Residential Surcharge
A Residential Surcharge, set forth in the UPS Rates applicable to the Shipment in effect at the time of shipping will be applied if the delivery or pickup location is Residential. The Residential Surcharge applies if either the address entered in the UPS Shipping System or the actual address is considered Residential or is later changed by the Shipper or Consignee to a commercial location for a delivery.

10.8 Large Package Surcharge
A Package is considered a Large Package when its length plus girth [(2 x width) + (2 x height)] combined exceeds 130 inches/330 centimetres or when a domestic Package length exceeds 96 inches/244 centimetres. Large Packages are subject to a minimum billable weight of 90 pounds/41 kilograms. An additional charge, set forth in the UPS Rates applicable to the Shipment in effect at the time of shipping, will also be applied to a Large Package.

An Additional Handling Fee will not be assessed when a Large Package Surcharge is applied or to UPS Worldwide Express Freight® Service Shipments.

10.9 Oversize Pallet Handling Surcharge
UPS Worldwide Express Freight Service pallets are subject to maximum size and weight restrictions (which vary by origin and destination) as set forth at ups.com/media/en/wwef_max_dim.pdf. Pallets exceeding size or weight restrictions are not accepted for transportation without prior approval by UPS. Pallets that exceed these restrictions are subject to an Oversize Pallet Handling Surcharge.

10.10 Demand and Surge Emergency Fees
One or more charges may apply to packages tendered to UPS for shipment during times of extreme volume surges or based on regular assessments of shipping volume, available capacity and other considerations at UPS' discretion. The term Surge Emergency Fees includes Surge Fees and the terms are used interchangeably. Details regarding the application of Demand and Surge Emergency Fees and fee periods are set forth at www.ups.com/ca/en. These charges apply cumulatively if a package meets more than one of the specific criteria. Demand and Surge Emergency Fees apply in addition to any other applicable charges. No waiver, discount, or reduction of any type to Demand or Surge Emergency Fees shall apply unless UPS agrees in writing to such waiver, discount, or reduction with specific written reference to the Demand or Surge Emergency Fees.

10.11 Emergency Surcharge
UPS reserves the right to institute an Emergency Surcharge for such periods of time as it determines in its sole and unlimited discretion. Details regarding the application of an Emergency Surcharge, including the dates on which it will be apply, will be posted at ups.com. When applicable, an Emergency Surcharge applies in addition to any other applicable Charges. No waiver, discount, or reduction of any type to an Emergency Surcharge shall apply unless UPS agrees in writing to such waiver, discount, or reduction with specific written reference to the Emergency Surcharge.

10.12 Mailed Invoice Fee
UPS reserves the right to assess a Mailed Invoice Fee, set forth in the UPS Rates, on a mailed UPS invoice.

10.13 Prohibited Item Fee
Packages that contain any of the prohibited articles listed in the applicable Rate and Service Guide or the Terms are subject to additional charges, including but not limited to a Prohibited Item fee set forth in the UPS Rates. Packages that contain restricted articles not in compliance with all UPS policies and procedures and applicable laws and regulations are also subject to additional charges, including but not limited to a Prohibited Item fee. Such charges apply in addition to all other applicable Charges and in addition to any other rights to recovery UPS may have under the Terms or applicable law. UPS reserves the right in its sole and unlimited discretion to dispose of such Packages, submit such Packages to governmental authorities, or return such Packages to the Shipper solely at the Shipper's risk and expense. The Shipper agrees to reimburse UPS for any costs or expenses incurred as a result of Shipper tendering any such Packages to UPS, including but not limited to all disposal fees.

10.14 Missing PLD Fee
A processing fee set forth in the UPS rates at the time of shipping will be charged for missing PLD if Shipper does not upload all applicable PLD information to UPS prior to Package Delivery.

11. C.O.D. Service
UPS offers two different levels of Collect On Delivery (C.O.D.) service, each with its own policies, procedures, and rates.

Regular C.O.D. service is available within Canada and to the United States.

UPS Express C.O.D.® service is available within Canada.

11.1 Regular C.O.D.
This service provides return of the Consignee's payment to the Shipper, typically within ten (10) Business Days after Delivery of the Shipment. UPS will collect payment in the form of cheque, bank draft, certified cheque, or money order made payable to the Shipper (not UPS). UPS will not accept a post-dated cheque in payment of a Regular C.O.D. Package. If the Shipper requires payment to be made using secured funds, this request must be indicated in the UPS Automated Shipping System; UPS then reserves the right to accept a bank draft, certified cheque, money order, or other similar instrument issued by or on behalf of the Consignee.

The amount to be collected for Regular C.O.D. is limited to a maximum value of $50,000 per Package.

11.2 UPS Express C.O.D.
UPS Express C.O.D. provides return of the Consignee's payment to the Shipper, typically on the next Business Day after Delivery of

the Shipment. UPS will collect payment in the form of cheque, bank draft, certified cheque, or money order made payable to the Shipper (not UPS). Payments will not be accepted in the form of cash or cheque made out to UPS.

The amount to be collected for UPS Express C.O.D. is limited to a maximum value of $50,000 per Shipment.

Saturday Delivery for the return of a UPS Express C.O.D. Envelope is not available.

11.3 For All C.O.D. Shipments

– All cheques (including bank drafts and certified cheques) and money orders tendered in payment of C.O.D. Shipments will be accepted by UPS at the Shipper's risk, including, but not limited to, risk of non-payment, insufficient funds and forgery, and UPS shall not be liable upon any such instrument.

– It is the Shipper's responsibility to notify the Consignee prior to shipping that the Shipment requires payment upon Delivery, and what form(s) of payment will be acceptable (see above).

– An additional C.O.D. fee, set forth in the UPS Rates applicable to the Shipment in effect at the time of shipping, is applicable for each Package (Regular C.O.D.) and each Shipment (UPS Express C.O.D.) when the UPS C.O.D. service is selected.

– If the Consignee refuses to provide the required payment, UPS will return the Shipment to the Shipper.

– The C.O.D. amount to be collected shall be limited to the actual value of the contents of the Package (Regular C.O.D.) or the Shipment (UPS Express C.O.D.), plus shipping charges.

– UPS's liability in the event of loss, theft, damage, or delay for the remittance of C.O.D. payment collected on behalf of the Shipper, regardless of the manner in which that loss, theft, damage or delay occurs, or for failure to collect payment at the time of Delivery, or if the payment collected is incorrect, is limited to a refund of the C.O.D. fee paid for the service.

– The entry of a C.O.D. amount is not a declaration of value. If the Shipper wants to protect against failure to deliver, damage, loss or theft regarding the C.O.D. Package for an amount greater than $100, the greater value must be indicated in the Declared Value area of the shipping document and the Declared Value charges paid.

– C.O.D. Packages with an amount to be collected in excess of $500 will not be accepted for transportation via UPS Drop Boxes.

– Payment for any C.O.D. Package of $10,000 or more must be collected in a single cheque, certified cheque, money order, or bank draft.

– C.O.D. service is not available for UPS Worldwide Express Freight® Service.

11.4 C.O.D. Procedures

C.O.D. services are only available through a UPS Automated Shipping System. Different procedures apply to the preparation and recording of C.O.D. Packages for Regular C.O.D. service and C.O.D. Shipments for UPS Express C.O.D. service:

– *Regular C.O.D.* Shippers must apply to each C.O.D. Package a UPS Automated Shipping System-generated C.O.D. address label with a C.O.D. bar code and the amount to be collected for each individual Package.

– *UPS Express C.O.D.* Shippers must apply to the lead Package of each UPS Express C.O.D. Shipment a UPS Automated Shipping System-generated C.O.D. address label with a UPS Express C.O.D. bar code and a UPS Express C.O.D. Envelope with a Consignee receipt indicating the amount to be collected for each Shipment. Each child Package in the Shipment must carry a UPS Express C.O.D. control sticker.

12. UPS Returns® Services

– UPS offers the following UPS Returns services: Print Return Label, Electronic Return Label, Print and Mail Return Label, Returns on the Web Return Label, and Authorized Return Service (ARS). UPS offers the following UPS Returns Plus services: 1 UPS Pickup Attempt and 3 UPS Pickup Attempts. UPS Returns, UPS Returns on the Web and UPS Returns Plus are collectively referred to as "UPS Returns services." 3 UPS Pickup Attempts is not available for UPS Worldwide Express Freight Service. ARS and UPS Returns on the Web are not available for international Shipments.

– UPS Returns services Shipments (excluding ARS and Returns on the Web) can be returned from addresses outside Canada, where these services are available, by UPS Worldwide Express Freight® Service, UPS Worldwide Express Plus™, UPS Worldwide Express NA1®, UPS Worldwide Express™, UPS Worldwide Express Saver®, UPS Worldwide Expedited™, and UPS Standard®.

– UPS Returns services Packages can be returned from addresses within Canada, where these services are available, via UPS Express® Early, UPS Express, UPS Express Saver®, UPS Expedited®, and UPS Standard.

– Shipments containing certain items are prohibited from being shipped and are not accepted by UPS for UPS Returns® services including, but not limited to, hazardous materials and Dangerous Goods Shipments requiring shipping papers and Shipments of firearms. Signature Services and C.O.D. (Collect On Delivery) service are not available for UPS Returns® services Shipments.

– UPS Returns services Shipments must meet UPS's packaging guidelines.

12.1 UPS Returns

a) Authorized Return Service (ARS)

ARS is a contractual service only that allows the Shipper to order pre-printed labels to send to its customers within Canada. The maximum actual or Declared Value for each ARS Package is $999. ARS is not available for international Shipments. Upon Delivery of the Shipment, the Shipper is billed the rate based upon the contract. There is no additional Accessorial charge.

b) Print Return Label; Electronic Return Label; Print and Mail Return Label

Shipments can be returned from addresses in Canada and internationally where these services are available.

The maximum actual or Declared Value for each domestic Print Return Label, Electronic Return Label, or Print and Mail Return Label Package is $999. The maximum actual or Declared Value for each Print Return Label, Electronic Return Label, or Print and Mail Return Label international Shipment is $50,000 per Package and $100,000 per pallet provided that for any such Package or pallet with an actual or Declared Value in excess of $999, the Shipper ensures that a UPS high-value summary report is generated and signed by the UPS driver or UPS Customer Centre representative upon tender of the Package or pallet to UPS. If no high-value summary report is obtained and signed, the maximum actual or Declared Value for each such Package or pallet is limited to $999. Upon Delivery, a returned Shipment will be charged the transportation rate calculated from the pickup location to the destination for the service level selected. An Accessorial charge for each Print Return Label, Electronic Return Label, and Print and Mail Return Label will be assessed as set forth in the UPS Rates in effect

at the time the charge is applied.

12.2 UPS Returns® Plus

a) 1 UPS Pickup Attempt

A Shipper can request that UPS make one pickup attempt to retrieve a Shipment from an address in Canada and internationally with 1 UPS Pickup Attempt service, where this service is available. The maximum actual or Declared Value for each domestic Print Return Label, Electronic Return Label, or Print and Mail Return Label Package is $999. The maximum actual or Declared Value for each 1 UPS Pickup Attempt service international Shipment is $50,000 per Package and $100,000 per pallet provided that for any such Package or pallet with an actual or Declared Value in excess of $999, the Shipper ensures that a UPS high-value summary report is generated and signed by the UPS driver or UPS Customer Centre representative upon tender of the Package or pallet to UPS. If no high-value summary report is obtained and signed, the maximum actual or Declared Value for each such Package or pallet is limited to $999. Upon Delivery, a returned Shipment using 1 UPS Pickup Attempt service will be charged the transportation rate calculated from the pickup location to the destination for the service level selected. An Accessorial charge for each 1 UPS Pickup Attempt label will be assessed as set forth in the UPS Rates in effect at the time the charge is applied.

b) 3 UPS Pickup Attempts

A Shipper can request that UPS make three pickup attempts to retrieve a Shipment from an address in Canada and internationally using 3 UPS Pickup Attempts where this service is available. The maximum actual or Declared Value for each 3 UPS Pickup Attempts service domestic Package is $50,000. The maximum actual or Declared Value for each 3 UPS Pickup Attempts service international Package is $50,000 provided that for any such Package with an actual or Declared Value in excess of $999, the Shipper ensures that a UPS high-value summary report is generated and signed by the UPS driver upon tender of the Package to UPS. If no high-value summary report is obtained and signed, the maximum actual or Declared Value for each such Package is limited to $999. Upon Delivery, a returned Shipment using 3 UPS Pickup Attempts service will be charged the transportation rate calculated from the pickup location to the destination for the service level selected.

An Accessorial charge for each 3 UPS Pickup Attempts label will be assessed as set forth in the UPS Rates in effect at the time the charge is applied.

12.3 UPS Returns on the Web

UPS Returns on the Web service is a contractual service only that allows a Shipper's customers to initiate a return through the Shipper's website. Upon Delivery, the Shipper is billed according to the terms in the contract. UPS Returns on the Web is not available for international Shipments. The maximum actual or Declared Value per Package for the UPS Returns on the Web Print Return Label, Print and Mail Return Label, 1 UPS Pickup Attempt, and 3 UPS Pickup Attempts is limited as set forth in Sections 12.1 and 12.2 above.

13. Special Handling of Undeliverable Domestic Packages

Domestic Packages refused by the Consignee, or which cannot be delivered, will be returned to the Shipper at the expense of the payer of the original Shipment. A Package returned to the Shipper will be assessed applicable transportation charges from the originally intended delivery address to the return address on the shipping label. Any applicable additional charges including but not limited to the fuel surcharge in effect at the time of the return will also apply. The UPS Service Guarantee does not apply to undeliverable Packages 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. See Section 28 of this document for further details.

14. Special Handling of Undeliverable International Packages and Pallets

International Packages and pallets refused by the Consignee, or that cannot be delivered for any other reason, will be held, and the Shipper will be contacted for further instructions. The Shipper will be responsible for payment of all applicable charges, including, but not limited to, forwarding, disposal, or return transportation charges, duty, tax, fuel surcharge, and an undeliverable international Shipment return surcharge set forth in the UPS Rates in effect at the time of the charge. The UPS Service Guarantee does not apply to undeliverable Packages or pallet 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 Shipments to the U.S., 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. See Section 28 of this document for further details.

15. Provisions for Customs Clearance of International Shipments

15.1 Export Documentation

The Shipper must provide the required export documentation for customs clearance, such as the commercial invoice and a certificate of origin when applicable. By providing this documentation, the Shipper certifies to UPS that all statements and information relating to exportation and importation are true and correct. There are civil and criminal penalties, including the forfeiture and sale of the Shipment, that may be imposed for making false or fraudulent statements.

15.2 Agent for Customs Clearance

When a Shipment is imported into or exported from Canada, UPS may act as the agent for customs clearance, where allowed by law. In effect, 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.

For importing into Canada:

– Importers can designate UPS as their customs broker for imported Shipments by executing a General Agency Agreement (GAA). Where UPS is designated as the Importer's customs broker or otherwise provides customs clearance for a Shipment, such services

shall be governed by the Standard Trading Conditions of the Canadian Society of Customs Brokers (a copy of which can be found at www.ups.com/us/en/supplychain/about/freight-terms-of-service.page or by clicking on this link: Canada_GAA_STC) as well as the terms of any GAA executed by the Importer. The terms and conditions set out herein, including the Billing Options in Section 16 below, shall, to the extent not inconsistent, be in addition to the terms and conditions of the Standard Trading Conditions of the Canadian Society of Customs Brokers and any executed GAA.

– Importers wishing to designate a commercial broker other than UPS must communicate this request in writing to UPS prior to the importation of the goods.

– UPS charges fees for customs clearance service of Shipments arriving from the U.S. via UPS Standard® service.

– UPS charges fees for customs clearance of Shipments arriving in Canada via other transportation companies.

For exporting from Canada to the U.S.:

– Customs clearance of UPS Standard Shipments can be performed by UPS Supply Chain Solutions® or by a commercial broker selected by the Importer or Shipper. UPS provides brokerage services through UPS Supply Chain Solutions, designated by UPS to handle routine customs clearance of UPS Worldwide Express Plus™, UPS Worldwide Express™, UPS Worldwide Express Saver®, UPS Worldwide Expedited™ and UPS 3 Day Select® Shipments at no additional charge.

For exporting from Canada to other countries:

– Customs clearance services vary by country.

Call 1-800-PICK-UPS® for details.

15.3 No-Charge Routine Customs Clearance
UPS provides routine customs clearance at no additional charge for Shipments imported into Canada via UPS Worldwide Express Plus, UPS Worldwide Express, UPS Worldwide Express Saver and UPS Worldwide Expedited service or exported from Canada via UPS Express® Early, UPS Worldwide Express Plus, UPS Worldwide Express, UPS Worldwide Express Saver, UPS Worldwide Expedited, UPS Express, UPS Express Saver®, UPS Expedited® and UPS 3 Day Select service. This applies to formal entries for Shipments of up to three (3) classification lines. Additional charges apply for complex customs clearance procedures. Other fees and charges may also apply. See Section 15.4 for more details.

15.4 Charges for Customs Clearance
When providing customs clearance for Shipments imported into Canada, UPS may assess additional charges including, but not limited to, the following:

a) Entry Preparation Fee.

b) Any duties and taxes remitted by UPS on behalf of the Importer of Record to the Canada Border Services Agency (CBSA).

c) Disbursement Fee, the fee assessed when UPS remits payment of any applicable duty and taxes to customs.

d) Freight charges, if the Shipper has indicated that these charges are to be billed to the Importer.

e) Additional fees for complex customs clearance procedures which include, but are not limited to:

  – Clearance procedures involving a government agency other than the governing customs authority

  – Customs / Surety bonds

  – SOA Reconciliation

  – Drawbacks

  – Entries involving more than three (3) classification lines (UPS is not responsible for consolidating entry lines for customs clearance, including lines that have the same Harmonized Tariff Code and Country of Origin.)

  – Import permits

  – Live entries

  – Marking attendance

  – Refunds or duty drawbacks

f) Any customs penalties, storage charges, or other expenses incurred as a result of an action by the customs authority or failure by the Shipper or Consignee to provide proper documentation or to obtain a required licence or permit. If the Consignee does not pay these additional expenses, the Shipper is liable for payment.

g) Import C.O.D. Fee for collection of charges for customs clearance upon delivery, if necessary (see Section 15.5 for a list of circumstances that require an Import C.O.D. Fee).

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.

15.5 Import C.O.D. Fee
When importing an international Shipment into Canada, there are a few instances where UPS may require C.O.D. payment of charges for customs clearance upon Delivery of the Shipment:

– If the Consignee does not have a UPS Account Number to which import charges can be billed

– If the Consignee has not signed a Power of Attorney giving UPS power of attorney to act as their customs broker, but wants UPS to provide one-time customs clearance

– If the Consignee's UPS account is not in good standing

15.6 UPS Customs Brokerage Billing Options
When a UPS Shipment is imported into Canada or exported from Canada, the Shipper may choose to pay either the duty and tax or duty only by showing instructions on both the export documentation and the Source Document. These options are available only to Shippers with an active UPS account. These services are not available if a customs broker other than UPS Customs Brokerage or UPS Supply Chain Solutions® has been identified as the broker.

16. Billing Options

16.1 Billing Options for Domestic Shipments
Unless otherwise indicated in a UPS Automated Shipping System or Source Document, Charges will be billed to the Shipper.

UPS also accepts Shipments billed to the Receiver or a Third Party provided the Receiver or Third Party has a valid UPS Account Number and the payer has been notified in advance by the Shipper and has agreed to accept the Charges.

The Receiver's or Third Party's UPS Account Number and postal code must be provided to UPS at the time of shipping via the shipping system or on the Source Document used by the Shipper.

Shipments billed to the Receiver's or Third Party's account number are subject to the

Canada shipments billed to the receiver or third party surcharge set forth in the UPS Rates in effect at the time of shipping.

Regardless of the billing option selected, some charges including, but not limited to, address correction charges, will be billed to the Shipper. Shippers remain liable for all Charges unless and until such Charges are otherwise paid. UPS may provide UPS account holders with options designed to restrict Charges to their accounts from Freight Collect billing and Third Party billing, which may include options to restrict such billing from all Shippers, or to implement an approved list of permitted Shipper accounts, or a prohibited list of Shipper accounts. Account holders may implement such options at https://www.ups.com/vip/view?loc=en_CA. UPS account holders must follow all applicable UPS procedures in connection with implementing such options. Notwithstanding the use of any such options or any other instructions provided to UPS: (a) all UPS account holders are responsible for timely monitoring Charges to their accounts, and agree to accept and pay all Charges that are Freight Collect or Third Party billed to their accounts, including Charges on any Packages manifested before UPS has been instructed to restrict Freight Collect or Third Party billing, subject only to Section 27.4 below; and (b) by authorizing a Shipper to Freight Collect or Third Party bill to its accounts, Third Parties and Receivers are deemed to authorize all billing activity by such Shipper to the Third Party or Receiver.

16.2 Billing Options for International Shipments

The amount billed includes, but is not limited to, Charges, duties, fees, and taxes., if applicable.

Unless otherwise restricted in the origin or destination country, Shippers may select the payer of Charges, duties, fees, and taxes as the Shipper, Receiver, or a Third Party. UPS accepts shipments for Freight Collect or Third Party billing provided the Receiver or Third Party has a valid UPS Account Number and has been notified in advance by the Shipper and agreed to accept the Charges.

The Receiver's or Third Party's valid UPS Account Number, postal code (if applicable) and country must be provided to UPS at the time of shipping via the shipping system or on the Source Document used by the Shipper.

Except for Shipments to the U.S. or Mexico, an additional Duty and Tax Forwarding Surcharge, set forth in the UPS Rates in effect at the time of shipping, will apply if the Shipper selects a billing option in which duties and taxes are to be paid outside of the destination country of the Shipment.

Regardless of the billing option selected, some charges including, but not limited to, address correction charges, will be billed to the Shipper. Shippers remain liable for all Charges unless and until such Charges are otherwise paid. UPS may provide UPS account holders with options designed to restrict Charges to their accounts from Freight Collect billing and Third Party billing, which may include options to restrict such billing from all Shippers, or to implement an approved list of permitted Shipper accounts, or a prohibited list of Shipper accounts. Account holders may implement such options at https://www.ups.com/vip/view?loc=en_CA. UPS account holders must follow all applicable UPS procedures in connection with implementing any such options. Notwithstanding the use of any such options or any other instructions provided to UPS: (a) all UPS account holders are responsible for timely monitoring Charges to their accounts, and agree to accept and pay all Charges, including but not limited to duties, fees, and taxes, that are Freight Collect or Third Party billed to their accounts, including Charges on any Packages manifested before UPS has been instructed to restrict Collect or Third Party billing, subject only to Section 27.4 below; and (b) by authorizing a Shipper to Freight Collect or Third Party bill to its accounts, Third Parties and Receivers are deemed to authorize all billing activity by such Shipper to the Third Party or Receiver.

For all Shipments where the Shipper is not paying the Charges, the Shipper must notify the bill payer prior to shipping, and agree to pay all Charges in the event of non-payment by the bill-to party. All Shipments must have a valid UPS billing option indicated on the UPS Shipping System entry.

UPS reserves the right, in its sole discretion, to request advance payment of Charges for any Package sent to any international destination.

17. Delivery Attempts; UPS Access Point Locations

If UPS is unable to complete the Delivery of a Shipment, a notice will be left at the Consignee's address stating that a Delivery has been attempted. UPS may, in its sole and unlimited discretion, make a second or, if necessary, a third delivery attempt without additional charge. For Residential deliveries and where available, UPS may, after a Delivery attempt, deliver a Shipment to a UPS Access Point location, where such Shipment will be held for pickup. Requests for subsequent Delivery attempts are subject to additional charges which will be assessed to the Consignee. For UPS Worldwide Express Freight® Service Shipments, only one Delivery attempt will be made; subsequent Delivery attempts are subject to additional charges, which will be charged to the Consignee. See Section 9.14 for additional details on Deliver Change Requests.

18. Hold at Location Service for UPS Worldwide Express Freight Service

For UPS Worldwide Express Freight Service Shipments, the Shipper may request that UPS hold a UPS Worldwide Express Freight Service Shipment at a UPS Worldwide Express Freight Centre 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 Centre address not required). UPS will hold the Shipment at the designated UPS Worldwide Express Freight Centre and will attempt to contact the Consignee at the telephone number shown on the label. Shipments not picked up within seven (7) calendar days from the date of arrival will be considered undeliverable.

19. Proof of Delivery

Upon request, UPS will provide proof of Delivery of a Shipment via fax transmission, email, or mail. The request must include a fax number, including area code, for an operating fax machine, an email address for email delivery, or an address deliverable by the Canada Post for mail.

20. UPS Service Guarantee

UPS guarantees on-schedule Delivery of Shipments shipped via the following services, where available, and for international shipments, provided that customs clearance is performed by UPS Supply Chain Solutions® brokerage offices designated by UPS for clearing these Shipments:

- UPS Express® Early
- UPS Express
- UPS Express Saver®
- UPS Worldwide Express Plus™
- UPS Worldwide Express NA1®
- UPS Worldwide Express™

– UPS Worldwide Express Freight® Service
– UPS Worldwide Express Saver®

In the event that UPS fails to complete Delivery or attempt Delivery within the time commitment, UPS, at its option, will either credit or refund the transportation charges for each such Package or pallet, to the payer only, upon request, subject to the following conditions:

– UPS's guaranteed delivery schedule must state that the destination point qualifies for the service commitment from the origin point.
– Each Package or pallet in the Shipment must be properly recorded in a UPS Shipping System.
– Each Package or pallet in the Shipment must bear the appropriate UPS Smart label, UPS tracking label and address label, or combined label generated by a UPS Shipping System including From/To address details with the Consignee's correct name, deliverable address, postal or Zip code, and telephone number. UPS cannot deliver to a P.O. Box.
– UPS must receive timely Package Level Detail (PLD) Upload information at or before the time the Package or pallet is tendered to UPS.
– The delivery address on any address label or combined label affixed to the Package or pallet must match the delivery address on the UPS Smart Label, bar code, and PLD for the Package or pallet.
– Except for UPS Standard service Shipments, for Saturday Delivery, a Saturday Delivery routing label must be attached to each Package or pallet in the Shipment.
– For international Shipments, all applicable documentation required by the origin and/or destination country must be complete and included with the Shipment.
– The Shipment must be tendered to UPS during UPS's published business hours.
– UPS must be notified of a service failure in writing or by telephone within fifteen (15) calendar days from the date of scheduled Delivery or by the date by which UPS has amended or corrected the actual Delivery in tracking detail or proof of Delivery, whichever is later, and be advised of the Consignee's name and address, date of Shipment, Package or pallet weight, and the UPS Tracking Number.
– For UPS Worldwide Express Freight Service Shipments, the guarantee shall apply to a Shipment in excess of 2,000 kilograms or 4,400 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 may, but is not required, to present the actual time of Delivery in tracking detail or proof of Delivery, and reserves the right to amend any delivery confirmation or the actual time of Delivery within forty-eight (48) hours of the date of Delivery.

Limits and Restrictions

– The UPS Service Guarantee does not apply to Shipments that are delayed due to causes beyond UPS's control, including, but not limited to, the following: the unavailability or refusal of a person to accept Delivery of the Shipment; 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; circumstances arising before, during, or after a strike or other labour dispute; civil commotions; disruptions in the air or ground transportation network (such as weather phenomena); and natural disasters.
– The UPS Service Guarantee does not apply to Shipments which include a Package or Packages subject to Additional Handling (Section 9.6), the Large Package Surcharge (Section 10.9) or the Oversize Pallet Handling Surcharge (Section 10.10).
– The UPS Service Guarantee does not apply to any Package or pallet exceeding Maximum Weight and Size Limits (Section 3.1) or containing articles listed as a Prohibited Article (Sections 3.3 and 3.4) or any Dangerous Goods Shipment (Section 3.6).
– The UPS Service Guarantee does not apply to a UPS Import Control® Shipment if the Commercial Invoice Removal service option has been selected for the Shipment.
– The UPS Service Guarantee does not apply to Shipments subject to a Delivery Change Request or a UPS My Choice® request.
– UPS reserves the right to waive the UPS Service Guarantee on Shipments scheduled for Delivery the Business Day following a national or provincial holiday when that holiday is not observed in the U.S. or other parts of Canada.
– The UPS Service Guarantee does not apply to any company or service provider that is engaged in the re-selling of any UPS 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.
– UPS may cancel, suspend or modify the UPS Service Guarantee, or change the guaranteed time in transit, for any or all services, and for any period of time, as determined by UPS in its sole discretion, and without prior notice.
– The UPS Package tracking system accessed via ups.com (the "Tracking System") and tracking information obtained through the UPS website (the "Information") are the private property of UPS. UPS authorizes the use of the Tracking System solely to track Shipments tendered by or for a customer to UPS for Delivery and for no other purpose. Without limitation, customers are not authorized to make the information available on any website or otherwise reproduce, distribute, copy, store, use or sell the Information for commercial gain without the express written consent of UPS.

This is a personal service, thus the right to use the Tracking System or Information is non-assignable. Any access or use that is inconsistent with these terms is unauthorized and strictly prohibited

21. Responsibility for Loss or Damage

Except for articles listed in Section 3.3 (Prohibited Articles) and Section 3.4 (Articles Requiring Pre-approval for Shipping within Canada, Internationally or Both), UPS automatically protects against loss or damage of a Package, Shipment or pallet in a UPS Worldwide Express Freight® Service Shipment up to a value of $100. If the Shipper wishes to declare a value greater than $100 for a Package, Shipment or pallet, the greater Declared Value must be entered on the UPS shipping documentation, and an additional charge will be applied.

– $100 of protection automatically applies to the value of the Shipment or pallet in a UPS Worldwide Express Freight Service Shipment, when using the following Source Documents: Canadian Services Waybill, Worldwide Services Waybill, UPS Connect® NX domestic Shipments, UPS Connect® export Shipments, WorldShip®, ups.com shipping or UPS CampusShip™.
– $100 protection automatically applies to the value of each Package when using the following Source Documents: Shipping Record Book, UPS Connect CX and EX domestic Shipments.
– Unless a greater value is declared in writing in the Declared Value space provided on the Source Document provided to UPS, the Shipper declares the released value to be no

greater than $100 per Package or Shipment or for each pallet in a UPS Worldwide Express Freight Service Shipment, which is a reasonable value under the circumstances surrounding the transportation.

– See Section 3.2 in this document for the maximum Declared Values that can be made.

– The rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland, on October 12, 1929, and any amendments thereto, may apply to the carriage of international Shipments.

– In connection with a damaged Shipment, the Shipper must retain the original packaging until an inspection can be completed by UPS or its agent.

22. Limitations and Exclusions of Liability

UPS shall not be liable for any special, indirect, incidental, consequential, or punitive damages (collectively, the "Consequential Damages") including, but not limited to, loss of profit or revenue incurred by the Shipper (or any other person or company) as a result of UPS's (or UPS's agent's or independent contractor's) acts or omissions, including but not limited to, gross negligence, negligence causing damage, failure to deliver, loss or theft of or damage to the Shipment, or late or delayed Shipment.

In any such event, UPS's liability shall be limited to a refund of the shipping charges (if the Shipment has been guaranteed by UPS to arrive on time). This limitation of liability applies to all Shipments, notwithstanding that the Shipper has completed the Declared Value section on the Source Document and paid the additional charge. In no event shall UPS be liable for any Consequential Damages even if UPS or its employees are advised in advance of the possibility of such damages.

UPS will not be liable or responsible for the loss or damage to any Package or pallet, the contents of which Shippers are prohibited from shipping, which UPS is not authorized to accept, which UPS states that it will not accept, or which UPS has the right to refuse. UPS will not pay for a claim for the loss or damage to property unless all applicable transportation charges have been paid. UPS shall not be liable for and reserves the right, in its sole discretion, to deny claims pertaining to a Package or pallet for which there are no UPS records reflecting that the Package or pallet was tendered to UPS by the Shipper or due to improper packaging.

UPS will not be liable for the loss or damage to undeliverable Shipments to the U.S. where the Shipper fails to respond and provide adequate further instructions within two operating days and UPS disposes of the Shipment or returns it to the Shipper.

UPS's liability for loss or damage to a Package or pallet containing documents, film, photographs (including negatives), slides, transparencies, videotapes, compact discs, laser discs, computer tapes, and media of similar nature is limited to the replacement cost of the media on which the content is recorded. UPS shall not be liable or responsible for loss or damage to information or data, including without limitation personal, health or financial information.

In the event of loss of or damage to a pair or set of articles, UPS's liability is limited to the value of that part of the pair or set which is lost or damaged, and UPS shall not be liable for the value of the whole pair or set. In the event of loss of or damage to any part of property (including any part of a machine) which, when complete for sale or use, consists of several parts, UPS shall be liable only for the value of the part lost or damaged, not to exceed the Declared Value of the part lost or damaged. In no event shall UPS be liable for the value of the complete item.

In the event of partial loss or damage to a pallet in UPS Worldwide Express Freight® Service, UPS shall be liable only for the value of the contents of the pallet lost or damaged, and not the value of the full pallet.

UPS will not be liable or responsible for the loss or damage to perishable commodities or commodities requiring protection from the heat or cold to the extent that the loss or damage results from exposure to heat or cold or the perishable nature of the items.

UPS's liability in respect of the provision of Customs Clearance into Canada shall be governed by the Standard Trading Conditions of the Canadian Society of Customs Brokers (a copy of which can be found at www.ups.com/us/en/supplychain/about/freight-terms-of-service.page or by clicking on this link: Canada_GAA_STC) as well as the terms of any GAA executed by the Importer. UPS shall not be liable for any error in judgment or for anything which it may do or refrain from doing or for any resulting or consequential damage or loss caused by the negligence of any customs broker or by an act of God or other act or cause beyond the reasonable control of UPS where designated as customs broker. UPS shall not be liable for any failure to provide the Customs Clearance Services, which is a result of the operation of the applicable laws of Canada or any other country or a change in the policies of Canada Border Services Agency or any other government authority.

UPS shall not be liable or responsible for loss or damage due to acts of God, natural disasters, war risks, acts of terrorism, nuclear damage, acts of public authorities 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 labour 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.

23. Claims Procedure

A claim may be filed when UPS does not meet its on-time delivery commitment or for loss of or damage to a Shipment. Tracing or tracking a missing Package or pallet does not mean that a claim has been filed.

Claims must be submitted to UPS by electronic communication on ups.com or in writing to:

UPS Customer Service Centre Claims Department 1 Factory Lane, 2nd Floor Moncton, New Brunswick, E1C 9M3

Once a claim has been filed, a claim reference number will be issued by UPS.

All claim notifications must include Shipment details including address information (From and To), date of Shipment, Package or pallet weight, the UPS Tracking Number, and a statement of what is being claimed.

Claims must be filed within the following time periods:

For UPS Service Guarantee claims:

Claims must be filed within fifteen (15) days from the date of scheduled Delivery.

Claims for the UPS Service Guarantee not made within fifteen (15) days from the date of scheduled Delivery shall be deemed waived.

For damage claims on Shipments sent within Canada, to the U.S. and internationally:

UPS must be notified as soon as possible after discovery of the damage and no later than sixty (60) days after the date of Delivery of the Package or pallet.

For loss claims on Shipments sent within Canada, to the U.S. and internationally:

UPS must be notified within sixty (60) days after Delivery of the Package or pallet or, in the case of non-Delivery, within sixty (60) days of the pickup date.

Claims for loss or damage not made within sixty (60) days after Delivery of the Package or pallet or, in the case of non-Delivery, within sixty (60) days of the pickup date shall be deemed waived.

UPS, after receiving a claim for loss or damage to property transported, may pay, decline, or make a firm compromise settlement in writing to the claimant. To be eligible for reimbursement, all required payment documentation must be submitted to UPS within six (6) months from the date the claim was filed.

Where UPS does not receive notice of claims, claims are not filed, or suits are not instituted thereon in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid.

In order to settle a claim, UPS requires the following:

– A copy of the original UPS Source Document

– A copy of the original invoice for the goods being claimed to substantiate replacement value (In the event that an invoice does not exist or does not show current replacement value, UPS will require the claimant to establish, to the satisfaction of UPS, the current replacement value of the goods being claimed.)

– An invoice to UPS indicating the replacement cost of the loss or damage being claimed

All correspondence should include the UPS Account Number and the Loss Damage Investigation (LDI) Number issued by UPS.

24. Interruption of Service

Without limiting the generality of the limitations of liability herein, UPS shall not be liable for any interruption of delivery service due to a cause beyond UPS's control, or due to strikes, lockouts, or other labour disputes.

25. Delay

UPS is not financially responsible for the consequences of failure to deliver a Shipment by a stipulated time.

26. Sales Tax

All applicable federal and provincial sales taxes required by law will be charged on all Charges and any surcharges.

27. Payment for Services

27.1 Payment Options

UPS offers the following payment options:

– *Debit: Electronic Funds Transfer (EFT) Plan*: With your prior authorization, UPS electronically seeks payment of your UPS bill directly from your bank account on a weekly basis. Your weekly bill from UPS will be marked "Paid by bank."

– *Consolidated Payment Plan*: Your company provides UPS with an initial payment equal to four (4) weeks of average billing. This payment remains on account to cover one (1) month's anticipated Charges. You receive a UPS bill once a week. Payment for all accumulated Charges is due upon receipt of your fourth (4th) bill, or if you exceed your prepayment, before you receive your fourth bill.

– *Credit Card*: With your prior authorization, UPS seeks payment of your UPS bill directly from your credit card account on a weekly basis. Your weekly bill from UPS will be marked "Paid by credit card."

– *Weekly Payment Plan*: You receive a bill weekly and payment is due by the date specified on the bill.

– *Monthly Payment Plan*: You receive a bill monthly and payment is due by the date specified on the bill.

27.2 Late Payment Charge

In the event that an invoice is overdue, UPS will apply a late payment charge in the amount set forth in the UPS Rate and Service Guide found on the ups.com website. This charge will appear on your next UPS bill. This is in addition to any legal rights and remedies available to UPS.

27.3 Estimated Charges

UPS reserves the right to assess the Shipper's shipping and or Accessorial charges based on estimated Package or pallet characteristics on all Shipments tendered to UPS if the Shipments' billing information is unavailable.

27.4 Invoice Adjustments

27.4.a Invoice Adjustments (General)

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

Except as otherwise set forth in Section 27.4.b, requests for an invoice adjustment (e.g., adjustment of Charges based on an incorrect rate, billable weight, account number, failure to tender a Shipment, type of service, shipping charge correction, etc.) or a refund due to a duplicate payment must be received by UPS within 90 days of receiving the contested invoice, or any billing dispute is waived.

27.4.b Invoice Adjustments (Unauthorized Charges)

UPS account holders are responsible for timely monitoring Charges to their accounts and are deemed on notice of Charges once they have been billed. A UPS account holder (including a Shipper, Receiver or Third Party) that disputes Charges (whether direct, Freight Collect billed, Third Party billed or otherwise) on the basis that the Charges were not authorized (a "Fraud Dispute") must request to block or restrict further shipping and billing activity on the affected account(s) immediately upon discovery of unauthorized activity.

Any UPS account holder making a Fraud Dispute must provide proof that the Charges were not authorized by an actual or apparent agent or representative. In addition, any Fraud Dispute must be received by UPS within the following timeframe, as applicable, or the dispute is waived: (a) within the timeframe set forth in Section 27.4.a, if the Fraud Dispute is for Freight Collect or Third Party billed Charges, and the UPS account holder had blocked all Freight Collect and Third Party billed Charges on the applicable account in accordance with Sections 16.1 or 16.2, as applicable, before the packages with disputed Charges were manifested; or (b) for all other Fraud Disputes, within 30 days of receiving the contested invoice. All Fraud Disputes also must comply with the notice and other requirements set forth in Section 27.4.c.

No UPS account holder will be eligible for more than $10,000 per calendar year in refunds or other invoice adjustments (aggregated across all affiliated accounts and other related accounts for such account holder) for Fraud Disputes. The foregoing limitation will not apply, however, to Fraud Disputes for Freight Collect and Third Party billed Charges, where the UPS account holder had blocked all such Charges on its applicable account in accordance with Sections

16.1 or 16.2, as applicable, before the packages with unauthorized Charges were manifested.

27.4.c Procedures for Requesting Invoice Adjustments

Notification to UPS of a request for an invoice adjustment under Sections 27.4.a and 27.4.b must be made in writing using one of the following methods:

–Submit a request through UPS's online Billing Centre at ups.com; or

–Email a request to UPS through the ups.com website using the "Support" category and "Contact Us" option

The notification to UPS must include the date of shipment, the tracking number for each disputed charge, and the reason for the disputed charge. A partial payment against an invoice is not considered a request for an invoice adjustment or notice to UPS of a disputed charge. UPS reserves the right to refuse to issue any invoice adjustment until all outstanding Charges owing to UPS have been paid in full.

The filing of a lawsuit does not constitute notification by the filer or on behalf of any other party.

Requests for invoice adjustments cannot be made without a good faith basis for submitting the request as to each specific package and adjustment requested. If UPS determines that a requestor has submitted batch or multiple single requests for adjustments without a substantial basis, all requests of such requestor will be denied in their entirety for such time period as UPS may determine in its sole and unlimited discretion. A right or claim, of any kind, to challenge the amount invoiced is conditioned upon full and strict compliance with all requirements regarding notice set forth in this Section; otherwise, failure to comply with the notice requirements set forth in this Section constitutes agreement to pay the amount in the invoice. Full and strict compliance with this Section is required, even where it is believed that such compliance would not result in relief or would otherwise be futile.

28. Packages and Pallets Which Have Been Refused or Are Unidentifiable

If for any reason a Package or pallet in the possession or control of UPS cannot be either delivered to the Consignee or returned to the Shipper, including without limitation because the Package or pallet has been refused or abandoned by the Consignee and/or the Shipper or because the Shipper and/or Consignee cannot be ascertained for any reason, UPS will retain the Package or pallet for a period of time as determined by UPS ("Holding Period"). At the expiration of the Holding Period, UPS is deemed to have fulfilled all obligations that it may have as a common carrier; the Shipper and Consignee will be deemed to have relinquished any and all proprietary rights to Packages and pallets and/or their contents which remain unidentified and/or undeliverable ("Unclaimed Goods"); and to the fullest extent permitted by law, full and clear title to the Unclaimed Goods will pass to UPS. Following the Holding Period, UPS may dispose of Unclaimed Goods in any manner it elects, including without limitation by sale or consignment to a Third Party, and the sole recourse of the Shipper and/or Consignee shall be in accordance with and subject to Sections 21, 22 and, 23 of this document.

29. Right of Disposal of Damaged Packages and Pallets

UPS reserves the right to dispose of the damaged contents of a Package or pallet, or a damaged Package or pallet and its entire contents if, at UPS's sole discretion, the contents or packaging may cause harm to any UPS employee, the public, or damage to other Packages, pallets, UPS equipment or facilities, without prior notification to the Shipper.

30. Service

Some Shipments may be transported and/or handled by a UPS agent and/or independent contractor. Shipments handled by an agent or independent contractor destined to remote delivery areas may be delivered to a centralized delivery location and require the Consignee to pick up the Shipment.

31. Fuel Surcharge

UPS reserves the right to apply a fuel surcharge on Shipments. The surcharge will be applied for such periods as UPS may determine necessary. Current details on the fuel surcharge will be posted on the UPS website at ups.com.

32. Security Surcharge

UPS reserves the right to institute a security surcharge on all Shipments without prior notice. The surcharge will be applied for such periods as UPS may determine necessary.

33. Currency Conversion Rate

Charges to the payer's account in a foreign currency will be converted to the payer's currency using a weekly exchange rate secured through major banks, plus an exchange fee percentage of the amount converted, as set forth in the UPS Rates applicable at the time of shipping.

34. UPS Customer Centre and UPS Worldwide Express Freight® Centre

Before accepting a Shipment tendered for transportation or releasing any Shipment at a UPS Customer Centre or a UPS Worldwide Express Freight Centre 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 necessary to accept or release the Shipment in its sole discretion. Persons tendering or picking up Shipments on behalf of a business may be required to show identification issued by the business and a government-issued photo identification. Persons picking up Shipments on behalf of a residential Consignee may be required to provide a letter of authorization and show government-issued photo identification. UPS reserves the right to require payment to be made at UPS Customer Centres and UPS Worldwide Express Freight Centres by payment card only.

35. UPS Access Point® Locations

Packages that may be received for Delivery or tendered for shipment (meaning Packages that have been processed for shipment prior to tender using a UPS Shipping System only) at a UPS Access Point location are subject to restrictions, including, without limitation, in regard to weight, size and actual and Declared Value, as set forth in the UPS Rate and Service Guide found on the ups.com website. Subject to modification by the Shipper, UPS Access Point locations will hold Packages for up to seven (7) calendar days. Refer to tracking detail for Package-specific information, including, but not limited to, the last available pickup date. If the Shipment is not picked up within seven (7) calendar days (or other time selected by the Shipper), it may be returned to the Shipper as undeliverable. See further details in Sections 13 (Special Handling of Undeliverable Domestic Packages) and 14 (Special Handling of Undeliverable International Packages and Pallets). Before accepting a Shipment tendered for transportation or releasing any Shipment at

a UPS Access Point location to a Consignee or other recipient, a Shipper, Consignee, or other recipient may be required to produce sufficient verification of the Shipper's or recipient's name, address, authorization to ship or receive the Shipment, and any other information UPS deems necessary to accept or release the Shipment in its sole and unlimited discretion, including, without limitation, provision of two pieces of government-issued photo.

35.1 Ship to a UPS Access Point Location Service

Where available, Shippers with a valid UPS account may ship Packages directly to a UPS Access Point location to be picked up by the Consignee.

Shipper will require the Consignee to select its preferred means of notification from UPS (where available, e-mail, text message, or telephone call) and to provide a valid e-mail and/or phone number for notification. Shipper will transfer Consignee's preferred means of notification email and/or telephone number (where available) to UPS as part of the Package Level Detail required for correct delivery of each package. UPS may, as a service provider on behalf of Shipper and where available, provide by email, text, or phone call notifications relating to the Shipment to the Consignee via the Consignee's preferred means of notification.

Where Shipper provides an e-mail address or phone number, Shipper does so pursuant to Section 38 ("Use of PLD Obtained Email Addresses and Telephone Numbers").

UPS will deliver Ship to a UPS Access Point location packages to the designated location. Delivery attempts to the designated UPS Access Point location constitute a delivery attempt for the purposes of the UPS Service Guarantee. Delivery is deemed complete when the package is delivered to the designated UPS Access Point location.

Additional terms, restrictions and requirements are set forth in the Service Guide for the applicable destination country and at http://www.ups.com/media/en/ca/ShiptoaUPSAccessPointlocation_CA_EN.pdf, which are each incorporated herein by this reference.

35.2 Ship to a UPS Access Point Location Service – Deliver to Addressee Only

If the Deliver to Addressee Only option is selected, the Package may only be picked up by the person identified on the shipping label. Pickup by any Third Party is not permitted. The Deliver to Addressee Only option is subject to an additional charge set forth in the UPS Rates at the time of shipping.

35.3 Ship to a UPS Access Point Location Service – Package Release Code

If the Package Release Code option is selected, the Shipper must enter a four to six-digit numeric code when processing the Package for shipment and provide the code to the person picking up the package. The shipper is solely responsible for generating, maintaining, and transmitting the Package Release Code. The Shipper must also provide all other information required to comply with UPS policies and procedures and applicable laws and regulations, including but not limited to customs requirements, as part of the PLD. There is no additional charge for the Package Release Code option.

The Package Release Code must be presented to pick up the Package. Any person who presents the Package Release Code may pick up the Package. UPS cannot provide the Package Release Code to the Shipper, the Consignee, or any other person at any time. UPS shall not be liable for any loss, damage, or costs of any kind arising out of or relating to loss of or unauthorized access, acquisition, use, modification, disclosure, or destruction of the Package Release Code.

36. 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 ups.com/content/ca/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.

37. Timely Upload of PLD

The Shipper must provide Timely Upload of Package Level Detail ("PLD") to UPS. If timely upload of PLD is not provided, certain UPS services are unavailable, including but not limited to Direct Delivery Only and Ship to a UPS Access Point® location. Timely Upload of PLD as used in these Terms refers to the electronic transmission of all applicable PLD information to UPS at or before the time that Shipments are tendered to UPS. PLD includes, but is not limited to, Consignee's full name, complete delivery address, and Shipment dimensions and weight. If Shipper does not upload all applicable PLD information to UPS, UPS reserves the right to determine missing PLD to be used for invoice purposes in its sole and unlimited discretion, up to and including maximum size and weight for the applicable service.

38. Use of PLD Obtained Email Addresses and Telephone Numbers

By including the email address or telephone number of the Consignee or associated addressee in PLD for a Shipment ("PLD Contact(s)"), the Shipper acknowledges and agrees that UPS may send notifications related to the delivery of such Shipment to the Shipment's associated PLD Contact(s) and may use such PLD Contact(s) 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, in compliance with all applicable laws, rules, and regulations (including, where applicable, of the jurisdiction of Consignee's domicile), has been secured from the individual associated with each PLD Contact to receive notifications from UPS related to the delivery of such Shipments and for use by UPS of the PLD Contact(s) 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 Contact(s) is accurate and is controlled by the Consignee or associated addressee for the Shipment with which it is associated. Shipper will store such consents and, upon request by UPS, make available such consents to UPS.

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 paragraph.

39. 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 Rate and Service Guide, and any modifications or amendments of it, are hereby incorporated by reference in these Terms. In the event of a conflict or inconsistency between the Terms and the effective Rate and 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 Rate and Service Guide or the Terms at any time without prior notice.

Any failure to enforce or apply a term or provision of the Rate and Service Guide or the Terms shall not constitute a waiver of that term or provision by UPS and shall not diminish or impair UPS's right to enforce such term or provision in the future. If one or more provisions of the Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be so affected or impaired.

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