

Effective March 31, 2025

UPS Ground Saver® Service Description

UPS Ground Saver service, formerly known as UPS SurePost, is an economy domestic transportation service with final delivery to residential addresses by either the United States Postal Service® ("USPS®") or UPS. The following are features of the service:

Contract only

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

Geographic scope

UPS Ground Saver service is currently available for packages picked up within the 48 contiguous United States for delivery to residential addresses in the 48 contiguous United States. UPS Ground Saver service is not available for international packages.

Origins and destinations for UPS Ground Saver are subject to change.

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

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

Permissible size and weight of packages

Packages tendered for UPS Ground Saver service are subject to minimum and maximum size and weight restrictions. UPS Ground Saver packages must be at least four inches high, six inches long, and .75 inches wide, may not exceed 130 inches in length and girth combined, and no single dimension may exceed 60 inches in length. The maximum weight of a UPS Ground Saver package is 70 pounds. UPS Ground Saver packages weighing less than 1 pound must be less than 864 cubic inches to be eligible for UPS Ground Saver service. To calculate the cubic size in inches, multiply the package length (longest side of the package) by the width by the height.

UPS Ground Saver packages also must meet the requirements for permissible commodities set forth in the *UPS*[®] *Tariff/Terms and Conditions of Service*, available at <u>ups.com/terms</u>.

Rates

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

UPS Ground Saver rates are listed at UPS Ground Saver Rates | UPS - United States.

Additional charges

A fuel surcharge applies to UPS Ground Saver service. The current fuel surcharge is described <u>Fuel Surcharge | UPS - United States</u>.

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

UPS Ground Saver Service Terms

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

1. Applicable terms.

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

2. Geographic scope.

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

3. Size and weight limits; packaging.

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

Customer may not use UPS supplied boxes or other packaging for UPS Ground Saver packages. UPS Ground Saver packages using UPS supplied boxes or other packaging will be assessed shipping rates and charges as applicable to the service level of the packaging used.

4. Permitted commodities.

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

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

5. Transit time; Service Guarantee.

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

6. Mode of transportation; delivery.

UPS may provide UPS Ground Saver service via any mode of transportation in its discretion. Only one delivery attempt shall be made on each package. Packages may be released to the consignee's address without signature.

7. Undeliverable packages.

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

8. Termination of service.

UPS shall have the right to terminate UPS Ground Saver service to Customer immediately if Customer fails to comply with any of these UPS Ground Saver Service Terms or the terms of any Agreement. Termination shall be effective on notice to Customer.

9. Pricing.

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

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

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

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

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

Customer shall ensure that all Customer shipping locations update on a monthly basis the UPS Automated Shipping System with the current version of the UPS Ground Saver Routing file.

Customer shall apply to each package tendered for UPS Ground Saver service a special UPS Ground Saver label, which identifies packages for UPS Ground Saver service. Customer also must comply with the requirements set forth in the *UPS Guide to Labeling Supplement – UPS Ground Saver*, available from your Account Executive. Customer shall upload all applicable Package Level Detail ("PLD") information, including but not limited to package dimensions, to UPS on or before the date of shipment.

11. Package segregation.

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

12. Liability limitations.

UPS's liability for loss or damage to UPS Ground Saver packages is limited to a maximum of twenty dollars (\$20) per package. Whenever goods are damaged or lost in the course of transportation by UPS and a valid claim has been filed as set forth in the UPS Tariff, UPS will pay, at its option, the lowest of the following: the actual cost of the goods, the repair cost, the replacement cost, or twenty dollars (\$20). Notwithstanding anything herein to the contrary, UPS shall have no liability for any loss of, or damage to, any goods while in the care, custody or control of any third party.

UPS Ground Saver service is an economy transportation service intended for the transportation of low value packages; therefore, Customer agrees that the limitation of liability set forth above is reasonable under the

circumstances surrounding the transportation. Accordingly, any packages that Customer ships using UPS Ground Saver service will be subject to the limitation of liability contained in these UPS Ground Saver Service Terms, and Customer acknowledges that it does not wish to declare an additional value for any package to avoid the limitation of liability set forth herein. If Customer inadvertently makes a declaration of value in excess of the limit set forth herein, Customer and UPS will consider such declaration to be null and void. Customer, on behalf of itself and its consignees, waives any right or claim for loss or damage to a package in excess of the limitation of liability set forth herein. In addition, Customer expressly waives, pursuant to 49 U.S.C. §14101, any rights and remedies Customer may have against UPS pursuant to 49 U.S.C. § 14706(a) and (f).

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

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

13. Usage guidelines.

Customer shall comply with the UPS Ground Saver Brand Guidelines, available at http://www.ups.com/content/us/en/preferred/lws_index.html, when referring to UPS Ground Saver service in print or online retail communications.