



## UPS® PREMIER TERMS AND CONDITIONS – CHINA

UPS provides UPS Premier service (“Premier Service”), as that service is described below, to you (“Customer”) subject to the following terms and conditions (“Premier Service Terms”):

- 1. Governing Terms.** Customer acknowledges and agrees that UPS will provide transportation services, including Premier Service, in accordance with both the *UPS Rate and Service Guide* (“UPS Rates”) and the *UPS Tariff/Terms and Conditions of Service* (“UPS Tariff”) in effect at the time of shipping, each of which are expressly incorporated herein by this reference. The UPS Rates, the UPS Tariff, and the Premier Service Terms are subject to change without prior notice. In the event of any conflict between the Premier Service Terms on the one hand, and the terms and conditions in the UPS Tariff and the UPS Rates on the other hand, the Premier Service Terms shall control.
- 2. Contract Only.** Premier Service is provided on a contract-only basis for Customer’s packages and express envelopes to be delivered to international destinations, where Premier Service is available. All shippers must enter into an approved contract for Premier Service.
- 3. Termination.** UPS may discontinue, suspend, or modify Premier Service to Customer upon 30 days’ written notice to Customer, and UPS may discontinue, suspend, or modify Premier Service immediately at any time it determines, in its sole discretion, that Customer is not in compliance with the Premier Service Terms.
- 4. Scope of Services; Customer Requirements.**

4.1 Customer must properly designate packages eligible for Premier Service at the time of shipment. For temperature-sensitive packages, this identification must contain the specific method used to control the temperature of such packages (Dry Ice (UN1845) or other refrigerant). UPS will only attempt Premier Service activities (described below in subsection 4.2) on packages properly designated at the time of shipment. Premier Service is available for: (1) export shipments shipped via UPS Worldwide Express, UPS Worldwide Express Plus, and UPS Worldwide Saver to eligible destinations as determined by UPS; and (2) import shipments shipped via UPS Worldwide Express, UPS Worldwide Express Plus, and UPS Worldwide Saver from eligible origins as determined by UPS.

4.2 If UPS determines that on-schedule delivery of a properly designated Premier Service package is threatened, UPS will use reasonable efforts to provide notice to Customer of such delay and to obtain Customer instructions regarding further handling of the package. For a temperature-sensitive package, such further handling may include, without limitation, stopping a package in transit, refrigerating the package, or opening such package, replenishing dry ice, and re-sealing the package prior to delivery. The activities described in this subparagraph 4.2 are referred to as “Premier Service.”

4.3 UPS will only open or re-seal a temperature-sensitive package for the purposes of applying Premier Service as an agent of Customer, and only pursuant to instructions provided by Customer. Such instructions must inform UPS, in detail, of any potential risk to UPS employees

engaged in Premier Service activities and should provide sufficient detail to UPS to minimize the risk of damage to the package contents upon opening and re-sealing. It is the responsibility of Customer to keep all instructions provided to UPS for Premier Service current.

4.4 For temperature-sensitive Premier Service shipments containing Dry Ice (UN 1845), UPS will, upon direction from Customer, attempt to replenish any Dry Ice (UN 1845) which has sublimated since original shipment, if such replenishment is necessary to protect the contents of the shipment prior to delivery. Such replenishment will not exceed the amount of dry ice declared by Customer at the time the package was tendered to UPS.

4.5 Nothing contained in the Premier Service Terms shall commit UPS to provide accelerated service or service upgrades for packages eligible for Premier Service.

4.6 UPS reserves the right to refuse to attempt Premier Service activities if it determines in its sole discretion that such activities would pose a risk to UPS, its employees, or its operations, including any risk arising from or related to incomplete or inadequate instructions provided by Customer.

4.7 Customer shall not tender temperature-sensitive packages containing perishables, and the Premier Service activities described in this Addendum shall not apply to temperature-sensitive packages containing any perishables such as food.

- 5. Limitation of Liability.** The provision of Premier Service by UPS is at Customer's sole risk for any damages arising from UPS's attempts to provide, or failure to provide, Premier Service activities. Customer shall not file claims for, and UPS shall not be liable to Customer, Customer's end customer, consignee, or any other party, for any damages arising from UPS's attempts to provide, or failure to provide, Premier Service activities. In the event the foregoing liability cannot be excluded under applicable law, UPS's liability shall be limited to the Premier Service fees paid by Customer for the shipment(s) under which the claim arose.

IN NO EVENT SHALL UPS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF USE OR DATA ARISING OUT OF THIS EXHIBIT, EVEN IF UPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING IN ANY WAY TO THIS EXHIBIT.

- 6. Equipment.** Where UPS provides equipment to Customer in relation to the Premier Service, Customer shall be responsible to pay the applicable rates stated in Section 8 below. All equipment provided by UPS to Customer shall remain the property of UPS and UPS may request its return at any time. Within 14 days following UPS's equipment return request or the termination of Premier Service for Customer, whichever is earlier, Customer shall return the equipment to UPS. Customer shall keep the equipment free of any liens and shall maintain the equipment in good condition at all times, ordinary wear and tear excepted. UPS accepts no liability for the proper functioning of the equipment or any damage or loss it may cause. If the equipment malfunctions, UPS will make reasonable efforts to repair it, but is not liable for any costs incurred by Customer due to the malfunction.

7. **Premier Service Pricing.** Customer shall pay the rates and charges for Premier Service set forth herein and in Customer’s contract for Premier Service. All rates are in local currency.

**UPS® Premier Gold**

| Country/Territory | Currency | Export | Import |
|-------------------|----------|--------|--------|
| CN                | RMB      | 141.9  | 141.9  |

*\*Rates per package.*

**UPS® Premier Silver**

| Country/Territory | Currency | Export | Import |
|-------------------|----------|--------|--------|
| CN                | RMB      | 33     | 33     |

*\*Rates per package.*

| Service Recovery Options                      | Per Intercept (RMB) |
|---|---------------------|
| Dry Ice Replenishment*                        | 447                 |
| Refrigeration of Package                      | 242                 |
| Same Day Delivery Reattempt                   | 124                 |
| Reroute to Alternate Address                  | 124                 |
| Return to Sender                              | 124                 |
| Saturday Upgrade**                            | 124                 |
| Saturday Return to Sender**                   | 124                 |
| Same Day Will Call – 3 <sup>rd</sup> Party*** | 124                 |
| Additional Delivery Day                       | 124                 |
| Future Day Delivery                           | 124                 |

*\*Does not apply to replenishment required under standard operating procedure(s). Charges may separately apply pursuant to a separate contract for such requirements.*

*\*\*Additional Saturday delivery charges will apply*

*\*\*\*Additional courier charge will apply*

*^^Subject to GRI (General rate increase)*

**UPS® Premier with Sensor Link\* (US\$26.75)**

| Country/Territory | Currency | Export | Import |
|-------------------|----------|--------|--------|
| RMB               | RMB      | 194.27 | 194.27 |

*\*Rate per package and is in addition to the Premier Service rate for the package being applied to. It is billed as “UPS Premier Sensor Fee”.*