



UPS® PREMIER TERMS AND CONDITIONS – U.S.

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 U.S. domestic and 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 (UN1 845) 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) U.S. domestic shipments shipped via UPS Next Day Air (including UPS Next Day Air Early A.M., UPS Next Day Air, and UPS Next Day Air Saver); (2) U.S. export shipments shipped via UPS Worldwide Express, UPS Worldwide Express Plus, and UPS Worldwide Saver to eligible destinations as determined by UPS; and (3) U.S. 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 (UN1 845), UPS will, upon direction from Customer, attempt to replenish any Dry Ice (UN1 845) 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 “food” as defined in section 201(f) of the U.S. Federal Food, Drug, and Cosmetic Act, and Premier Service activities shall not apply to temperature-sensitive shipments containing food.

4.8. Customer must have an “Authorized Designation Letter” on file with UPS Express Critical for a Customer account to be eligible for Gold and Platinum Premier Service and UPS Express Critical “Next Flight Out” service. Further, Customer represents and warrants that each Customer account receiving Premier Service has Known Shipper status with the Transportation Security Administration (TSA), is documented in the TSA’s Known Shipper Management System, and will maintain such Known Shipper status and comply with applicable TSA requirements at all times when receiving Premier Service. Customer must provide written notice to UPS immediately if a Customer account no longer has Known Shipper status or is not in compliance with applicable TSA requirements.

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.
6. **Use of Premier Sensor Data.** Customer acknowledges and agrees that data returned by UPS to Customer using the UPS Premier service is intended to be used for informational purposes only. UPS is not liable for Customer’s use of the data and does not warrant that such use will satisfy any of Customer’s regulatory or reporting requirements. Customer shall maintain its own separate system of record for regulatory, reporting, and related purposes.
7. **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 9 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.

- 8. 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 U.S. Dollars.

Premier Silver*	Premier Gold*	Premier Platinum*
\$5.73	\$17.23	\$26.75

**Rates per package.*

Service Recovery Options	Per Intercept
Dry Ice Replenishment	\$69.55
Gel Pack Replenishment	\$69.55
Refrigeration of Package	\$37.45
Same Day Delivery Reattempt	\$19.26
Reroute to Alternate Address	\$19.26
Return to Sender	\$19.26
Saturday Upgrade*	\$19.26
Saturday Return to Sender*	\$19.26
Same Day Will Call – 3 rd Party**	\$19.26
Additional Delivery Day	\$19.26
Future Day Delivery	\$19.26

**Additional Saturday delivery charges will apply*

***Additional courier charge will apply*

Premier with Sensor Link*
\$26.75

**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".*

- 9. Equipment Pricing.** All rates are in U.S. Dollars. Customer will be invoiced weekly for equipment.

Premier Silver Equipment*:

Honeywell Clamshell RFID Printer	High-speed RFID Printer	Zebra ZD621R
\$4.00	\$13.00	\$7.00

**Rates per week.*

Premier Gold/Platinum Equipment (One UPS Sensor Linkage Kit): \$7.00 per week

- 10. Premier Platinum GPS Sensor Usage Fee:** All rates are in U.S. Dollars. Customers will be charged a one-time, up-front usage fee for each individual or set of platinum sensors delivered to them according to the following schedule: (Order size is always in one case increments).

Non-GPS	GPS without external probe	GPS with external probe
\$80.00 each	\$100.00 each	\$110.00 each
\$1200.00 per case of fifteen	\$1,500.00 per case of fifteen	\$1,650.00 per case of fifteen