



Terms and Conditions for Domestic Service

Domestic Package Delivery Service Agreement entered into by and between United Parcel Service de México, S.A. de C.V., hereinafter referred to as "The Carrier" or "UPS" and the "Shipper" whose information is shown on the face of this UPS Domestic Guide.

RECITALS

I - UPS declares that:

1. It is a variable capital corporation duly incorporated and registered under the laws of The Mexican Republic, as documented in the Public Deed number 51,975 dated November 22, 1989, granted before Lic. Francisco Javier Arce Gargollo, Notary Public No. 74 of Distrito Federal, with its fiscal domicile at Avenida Eugenia, No.189, colonia Narvarte Oriente, delegación Benito Juárez, zip code 03020.

Its corporate purpose is the provision of package delivery services, national and international by land, sea or air, among others.

II - The Shipper declares that:

1. The information on the face of this UPS Domestic Guide is correct.
2. The Shipper is responsible for the contents of the shipments, as well as for the payment of any damages that may be caused to "UPS" for the transportation of such shipments.
3. The Shipper agrees that by using the services of United Parcel Service de México, S.A. de C.V., expressly acknowledges and accepts the Terms and Conditions contained herein and those contained in the printed or electronic Service Guide, which the Shipper acknowledges to have consulted, expressing the Shipper's full will by printing an autograph signature on the face of this UPS Domestic Guide.
4. For the purposes of this Agreement, both parties accept and acknowledge the following definitions:

DEFINITIONS

- Shipment: A package or group of packages that UPS accepts for transportation under a single tracking number.
- Package: UPS container or unit package in which the products tendered for transportation will be transported.



- Jewelry: Objects of adornment and/or for personal use, made of any noble metal such as gold, silver or platinum, among others, decorated with pearls or precious stones set or inlaid, including, but not limited to rings, necklaces and watches made with precious materials and/or stones, and/or of prestigious brands.
- UPS Domestic Waybill: Document that UPS issues to the Shipper in printed or electronic form to determine the specific characteristics of the shipment, such as weight, declared value, tracking number, number of packages, contents, the Shipper and consignee information, delivery address, and other information inherent to the service and that serves as contract of the business relationship between UPS and the Shipper.
- Hazardous Materials: Materials or substances capable of endangering health, safety, property or the environment and which are duly identified by the corresponding national legislation.
- UPS Access Point: Local businesses that serve as alternative UPS delivery centers, which hold shipments for a period of 7 calendar days from the date of notification at the consignee's address, so that the consignee or a third party designated by the consignee may pick up the shipment. If the consignee has not picked up the shipment after the 7 calendar days have elapsed, such shipment will be returned to the UPS Operating Center.
- Shipper: A person who contracts with UPS the national service for the transportation of shipments subject to the conditions set forth in the UPS Domestic Guide, and whose name and address appear in the UPS Domestic Waybill.
- Consignee or recipient: A person, to whom the shipment is addressed, and whose name and address appear in the UPS Domestic Waybill.

Having made the foregoing statements, the parties agree to be bound by the following Terms and Conditions:

CLAUSES

FIRST -OBJECT

UPS will provide the Shipper with domestic service for the transportation of shipments, subject to the conditions set forth in this UPS Domestic Guide, reserving the right to transport by the routes and/or means it deems convenient, as well as to subcontract to third parties that it may decide in order to comply with this UPS Domestic Guide.

SECOND - MODALITY

Each UPS Domestic Waybill will contain and be considered as a single service, when so specified on the face of this document. Each service may contain one or more packages or documents, with the understanding that if no specific number is specified, it will be understood as a single package or document. Envelopes will be considered as an individual package.

THIRD - Handling of Goods and Service Restrictions.



The Carrier offers transportation of goods, subject to the following restrictions:

- a. No service shall be rendered in the transportation of any packages or articles with an actual weight of more than 70 kilograms (or 150 pounds) or exceed 270 centimeters (or 108 inches) in length or a total of 300 centimeters in length and girth combined, not to exceed the maximum of 400 centimeters, unless otherwise agreed in advance between the Carrier and the Shipper and such agreement is in writing signed by a person legally authorized by both parties.
- b. No service shall be rendered in the transportation of any packages or articles with an actual weight of more than 70 kilograms (or 150 pounds) or exceed 270 centimeters (or 108 inches) in length or a total of 300 centimeters in length and girth combined, not to exceed the maximum of 400 centimeters, unless otherwise agreed in advance between UPS and the Shipper and such agreement is in writing signed by a person legally authorized by both parties.
- c. The maximum value or declared value per package in a shipment is limited to **\$125,000 (One Hundred Twenty Five Thousand Mexican Pesos)**, therefore the maximum **liability of the Carrier** per package is \$125,000 (One Hundred Twenty Five Thousand Mexican Pesos 00/100). Packages containing jewelry are limited to a maximum liability of **USD 500.00** (Five Hundred US Dollars) or its local currency equivalent per package, regardless of whether a higher value has been declared in the UPS Domestic Waybill or in any other document.
- d. The maximum declared value for international and domestic return shipments is USD 1,000 (One Thousand US Dollars) or its local currency equivalent.
- e. No goods shall be transported which are prohibited by any applicable local, state or national law or regulation, or which may violate any law or endanger the safety of UPS employees, agents or subcontractors or the means of transportation; or which, in the opinion of the Carrier, may deface, impair or otherwise damage other goods or equipment, or which is not economically or operationally feasible to transport. Dangerous goods and hazardous materials, including hazardous materials regulated as such by law, including for such purposes the provisions of the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO) or Title 49 of the U.S. Code of Federal Regulations, will not be accepted for transportation. For a list of all prohibited items, contact the local UPS office. In addition to the goods described above, any of the prohibited items listed on the UPS website (www.ups.com) will not be transported.
- f. No service shall be rendered in the transportation of coins, banknotes, negotiable documents, negotiable instruments such as checks, promissory notes, etc. If transported, they will have no commercial value for UPS; antiques, wines, firearms, explosives, plants and animals, offensive or denigrating, obscene materials, non-



replaceable items or unique pieces and other goods restricted by law. Therefore, UPS will not be responsible for the loss or partial or total destruction of such goods in case they have been transported by mistake, derived from the Shipper's failure to give notice of such content.

- g. UPS does not provide protective services for the transportation of perishable goods or goods requiring protection from heat or cold. Such goods will be accepted for transportation solely at the Shipper's risk and UPS will be held harmless for any damage arising from transportation.
- h. UPS does not provide services for packages containing live animals. UPS will accept packages containing live animals on an exception basis. Transportation of packages containing live animals is limited, must be pre-arranged and, as with all other packages, will be provided only according to the Terms and Conditions provided on the UPS website (www.ups.com).
- i. The Carrier reserves the right to refuse or suspend carriage of any package that does not include adequate Shipper and consignee information of the package or that contains goods that, in the opinion of UPS or the proper authorities are not properly described, classified, labeled or packed for transportation, or accompanied by the required documentation.
- j. The Shipper shall be responsible for ensuring that the information included in the UPS Domestic Waybill is accurate and correct, and for ensuring that all packages include appropriate contact details relating to the shipper and consignee, and are properly packed, marked and labeled; that their contents are accurately described and classified, and accompanied by such documentation as may (in each case) be necessary to make them suitable for transportation and to comply with the requirements of these UPS Terms and Conditions, and applicable law.

FOURTH - Right of Inspection

The Carrier reserves the right, but is not required, to open and inspect at any time any package tendered to it for transportation.

FIFTH - Correction of Wrong Addresses

If the Carrier is unable to deliver any package because of an incorrect address, the Carrier will try to find the correct address by all reasonable means. If the address is finally obtained and found to be in the same destination country, the Shipper will be notified of the correction and an additional charge will be assessed for delivery or attempted delivery to the correct address, with the understanding that the Shipper accepts this service in its sole expense. In the event that the correct address is obtained and found to be in another country, the provisions of the following paragraphs will apply.



SIXTH - Delivery Attempts.

Where applicable, if UPS is unable to complete delivery of a shipment, a notice will be left at the recipient's address stating that a delivery has been attempted. Thereafter, UPS in its sole discretion may elect to make a second or third delivery attempt, or refer the shipment after the first delivery attempt to a UPS counter or UPS Access Point as provided in the Seventh clause of these Terms and Conditions.

SEVENTH - Alternate Delivery at UPS Locations

For a residential (non-commercial) delivery that cannot be delivered on the first attempt, UPS in its sole discretion, may choose to make the three delivery attempts referred to in the preceding clause, or after the first attempt, leave a notice at the consignee's address for the consignee to pick up the shipment within 7 calendar days of such notice at the UPS counter or UPS Access Point indicated in such notice. If the consignee does not pick up the shipment within 7 calendar days, the shipment will be returned to the UPS Operating Center.

The consignee may call the UPS hotline listed on the notice to request that the shipment be redelivered to the consignee's address.

EIGHTH - Handling of Undeliverable Packages or Documents

The parties agree that shipments refused by the consignee, or otherwise undeliverable beyond UPS's control, will be held and UPS will attempt to contact the Shipper for further instructions. In this event and because UPS is not responsible for such delays, the Shipper will be responsible for all charges including, but not limited to, shipping, storage or return shipping costs, notwithstanding that any such charges may not have been assessed at the time of service.

NINTH - Refusal and Suspension of Service

The Carrier may, in its sole discretion, suspend transportation of any package or shipment if goods are found not to be acceptable for transportation for any reason whatsoever; if consignee refuses to accept delivery, the Shipper will be contacted for instructions, or if, despite notice to the Shipper, the Carrier does not receive valid instructions from the Shipper as to the disposition of the goods. The Shipper will be responsible for payment of all charges caused by such suspension of carriage, including, but not limited to, shipping, disposal or return charges, as well as taxes, if any.

UPS also reserves the right to refuse to provide service, among other reasons, for any package 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 packages or UPS's equipment, or which is improperly or insecurely packed or wrapped. In addition, UPS reserves the right either to refuse to provide service for any package or to or from any location, or to provide alternative service arrangements, when, among other reasons, UPS, in its sole discretion, deems that it is unsafe or economically or operationally impracticable to provide service.

UPS may, in its sole discretion suspend transportation of any package or shipment if goods are found not to be acceptable for transportation for any reason whatsoever. If UPS is



unable to make delivery on the third attempt, if the consignee refuses to accept delivery, or if it is unable to collect amounts due from the consignee at the time of delivery.

The Shipper shall be responsible for payment of all charges calculated in accordance with the then current applicable UPS rates caused by such suspension of transportation, including but not limited to shipping, disposal, or return shipping costs, and any applicable duties and taxes.

The Shipper will be responsible for the reasonable costs and expenses of UPS (including, but not limited to storage) for such losses UPS may suffer and for all claims made against UPS because a package does not meet any of the restrictions or conditions set forth in the **"Handling of Goods and Service Restrictions"** in the Third clause, or because of any refusal or suspension of transportation or return of a package or shipment by UPS in accordance with these Terms and Conditions.

UPS will not be liable, and the customer will not be entitled to a refund, for the loss of or damage to any package, the contents of which UPS is not authorized to accept, packages which the consignee will not accept or has the right to refuse, cancellation of waybills by the customer not resulting from UPS's default, erroneous or contrary to terms. Acceptance for carriage of any package or shipment that UPS does not accept for carriage does not constitute a waiver of any provision of these Terms and Conditions or those at www.ups.com.

TENTH - Interruption of Service.

The Carrier shall not be liable for, and the UPS Service Guarantee shall not apply to any interruption or delay in the service due to causes beyond UPS's control, including, but not limited to any act or omission of the Shipper, consignee or owner of the goods, such as unavailability of documentation or refusal of the consignee or owner of the goods to accept delivery of the shipment, acts of God, inherent defects, latent defects or vice in the goods, interventions or inspections by federal or local governmental authorities with apparent or actual authority, acts or omissions of customs or similar authorities, war, civil war, invasion, hostilities, rebellion, insurrection, riots, strikes and other labor disputes and disruptions in the air or ground transportation networks, (such as weather phenomena) and natural disasters.

Eleventh - Use of PLD E-mail addresses

By including the email address of the consignee or associated consignee in PLD for a shipment (the "PLD E-mail Address"), the Shipper expressly acknowledges and agrees that UPS may send notifications related to the delivery of such shipment to the Shipper's PLD E-mail Address and may use such PLD E-mail Addresses in accordance with the UPS Privacy Notice in effect at the time of shipping, as permitted by applicable law. The Shipper warrants that (i) it has obtained the specific consent of the person associated with each PLD E-mail Address to receive notifications related to the delivery of such shipment and for use by UPS of the PLD E-mail Addresses in accordance with the UPS Privacy Notice in effect at the time of shipping, as permitted by applicable law; and (ii) the E-mail Address is correct and controlled by the consignee or associated consignee for the Shipment with which it is



associated. The Shipper agrees to indemnify and hold harmless UPS, UPS's parent, affiliates, trustees, directors, officers, employees, agents, successors, assigns, from and against any liability, loss, damage, injury, costs and expenses (including reasonable legal fees) of any nature whatsoever incurred or suffered in connection with or resulting from any breach by the Shipper of its obligation contained in the previous sentence.

TWELFTH - Rates and Additional Charges

All promotions, discounts and rebates are available to customers on ups.com and at UPS Customer Service Centers throughout Mexico.

UPS will charge for the service at the rates in effect at the time of shipment, which are available to the Shipper at the UPS counter, at www.ups.com or with the Account Executive as specified in a specific agreement, and which may be applied automatically to any shipment upon a change in the shipment's characteristics and which must be paid in addition to the initial rate either in cash, by credit/debit card, via the Internet, and/or by payment platform.

Service rates, other than courier rates, will be based on the gross weight of the package, either actual or dimensional, whichever is greater. The parties acknowledge and agree that any fraction of a kilogram shall be rounded up to the nearest kilogram. The Shipper agrees that if the shipment weight is not declared on the UPS Domestic Waybill, UPS will automatically assign a weight of 10 kilograms to such shipment or package within its systems. One or more peak season surcharges will apply to packages for the origins and destinations set forth in the UPS Service Guide published at www.ups.com, shipped via UPS during a peak or high demand period based on the service level and package characteristics. Details regarding the application of surcharges and peak or high demand periods are set forth at www.ups.com. Peak season surcharges apply cumulatively if a package meets more than one of the specified criteria. The aforementioned surcharges apply in addition to any other surcharges. No waiver, exception, discount or reduction of any kind to the peak seasonal surcharges shall apply unless UPS agrees in writing to such waiver, exception, discount or reduction of a peak seasonal surcharge on a specific basis.

In the event that the customer requests a same day pickup via telephone, an additional charge will be applicable, which will be detailed on www.ups.com. This charge will be reflected in the billing.

The same day pickup charge applies to all UPS services.

THIRTEENTH – Payment for Service

Charges due to the Carrier for its transportation and other services incidental or additional thereto and all other charges are as published in the Rate Guide in effect on the date of shipment or as set forth on the UPS website at www.ups.com.

The Shipper agrees that all charges are due and payable according to the billing options listed below and within ten days of receipt of invoice or prior to the expiry of the time limits agreed with local UPS offices. Any payments made by the Carrier on behalf of the Shipper



or the consignee in respect of value added tax, duties and other charges shall be due and payable to the Carrier upon demand by UPS .

UPS reserves the right to hold the goods pursuant to a particular lien as to amounts due for its services; and pursuant to a general lien in respect of other amounts owed to UPS by the Shipper, consignee or owner of the goods. In addition to its other rights, in the event of nonpayment of charges, UPS shall have the right to dispose of the goods at public or private sale (upon notice to the Shipper or consignee), and to collect such amounts due from the proceeds of the sale together with any expenses incurred in connection therewith.

The Shipper guarantees payment of all charges and shall indemnify the Carrier in the event of loss (including by reason of forfeiture or detention of the Carrier's goods), damage or delay suffered by the Shipper or any other person to whom the Carrier is liable by reason of the shipper's failure to provide UPS with correct and complete information and declarations concerning the goods which are sufficient to comply with customs and security or administrative requirements at places of origin and destination, as well as all charges arising from any administrative or judicial proceedings resulting from the transportation of the goods.

UPS reserves the right to audit any package and review invoices to identify the contracted service, dimensions and weight of the package to determine if the charges assessed were properly applied. UPS in its sole discretion may increase or adjust charges and rates based on the results of such audit. The Shipper guarantees payment of all charges and shall indemnify UPS in the event of loss (including by reason of forfeiture or detention of UPS's goods), damage or delay suffered by the Shipper or any other person to whom UPS is liable by reason of the Shipper's failure to provide UPS with correct and complete information and declarations concerning the goods which are sufficient to comply with customs and security or administrative requirements at the places of origin and destination, as well as all charges arising from any administrative or judicial proceedings resulting from the transportation of the goods.

When the Shipper enters into a contract with UPS for the provision of regular package delivery services, all charges for such services shall be due and payable in accordance with the dates set forth in the contract, except for shipments contracted under freight collect and billed to third parties.

In the event that the Shipper is not in the aforementioned situation, that is to say, if the Shipper does not contract the regular service, the Shipper shall pay for the service upon contracting the service. All delinquent amounts due to UPS will be assessed a late charge at the rate specified on the invoice from the due date until the date UPS receives payment, regardless of whether this occurs before or after any other ruling. Such late charge shall be as specified in the UPS Rate Guide or on www.ups.com as of the date the late charge is incurred.

The Shipper agrees to pay one or more charges corresponding to the peak season as set forth in the Thirteenth clause and in accordance with the terms published on the ups.com website.



FOURTEENTH - Temporary Storage

The Shipper agrees that if necessary, packages will be stored free of charge for the first two working days from the date of arrival within the destination country, weekends and public holidays excluded, subject to local conditions pertaining in the destination country at that date. Thereafter charges will be levied at the rates published on www.ups.com.

FIFTEENTH - Billing Options

The amount billed includes, but is not limited to, shipping charges and taxes, if applicable. UPS provides the following billing options:

Billing of Shipping Charges

- a) Prepaid: The Shipper pays all shipping charges.
- b) Freight Collect: The consignee pays all freight-shipping charges (only for automated waybills).
- c) Third Party: The designated third party pays all freight-shipping charges. This option is subject to the third party having a UPS account (for automated waybills only).

The Shipper must guarantee payment of all charges to UPS by the consignee or third party included on the waybill. In the event the Shipper does not accept shipping charges, the Shipper must notify the bill payer prior to shipping, which must be stated on the UPS Domestic Waybill by checking the option provided. The Shipper is liable for payment in the event of non-payment by the consignee or a third party. UPS reserves the right in its sole discretion to request advance payment of shipping charges for packages shipped from any origin or to any destination.

SIXTEENTH - UPS Service Guarantee

UPS offers a Money-Back Guarantee on its services, in the event of non-compliance with delivery deadlines and times, applicable only for UPS Express Plus 8:30 A.M., UPS Express 10:30 A.M., UPS Express Saver and UPS Standard in selected zip codes.

Details of the UPS Service Guarantee, including applicability and limitations, and the corresponding delivery and latest pick up time for the relevant service and destination are as set out on the UPS website (www.ups.com).

UPS will refund or credit shipping charges to a customer if the following conditions are met:

- a. The estimated transit time must be set out on the UPS website (www.ups.com) for a guaranteed destination and ZIP code.
- b. Shipping documentation must be correctly completed on a UPS Waybill or through a UPS automated shipping system.
- c. For multiple package shipments, each package must be labeled with the tracking number, the recipient's name, address, zip code and telephone number.
- d. The shipment has been given to UPS before the latest collection time in effect at the collection location.
- e. UPS is notified in writing or by phone of the non-performance within 15 calendar days of the scheduled delivery date.



The Service guarantee will apply only in those cases where the above conditions are fully satisfied and only the Shipper requests the claim.

In the event of noncompliance, UPS will (if requested to do so within the above term and at UPS's sole discretion), refund the Shipper with the freight charges in connection with the net transportation charges. In the event that only some of the packages in a multiple package shipment fail to meet the applicable time limit, only the proportional part of the shipping charges relating to those packages will be refunded.

The Service Guarantee does not apply where late delivery results from non-compliance with the restrictions or conditions in the **"Handling of Goods and Service Restrictions"** clause, nor does it apply where either the **"Suspension of Transportation"** clause or the **"Interruption of Service"** clause applies.

The UPS Service Guarantee does not apply to packages or shipments containing any package subject to an additional handling charge, according to the assumptions set out on the website (www.ups.com) and/or that exceed maximum size or weight limits specified in the "Handling of Goods" and "Service Restrictions" clause.

For the avoidance of doubt, UPS's liability under the Service Guarantee is limited to the foregoing and the Service Guarantee does not otherwise constitute a commitment or representation that the shipment will arrive at any particular time.

SEVENTEENTH - Liability for Loss or Damage.

The Shipper, consignee or third party acknowledges and agrees that where the rules relating to liability by the Warsaw Convention or the CMR Convention apply, the Carrier's liability is governed by the Terms and Conditions thereof. Subject to applicable law, where the Warsaw Convention or the CMR Convention does not apply, UPS's liability for loss, theft or damage is governed by these Terms and Conditions and shall be limited to proven damages up to an amount not exceeding \$1,000.00 (One Thousand Mexican Pesos) per package unless a higher value for transportation has been declared by the Shipper as hereafter provided.

Notwithstanding the aforesaid, the Carrier is liable to the Shipper for any loss, damage, misdelivery or delay arising out of or in connection with the Carrier's services if such loss, damage, misdelivery or delay is caused by the willful misconduct of the Carrier, unless the Carrier can prove that such loss, damage, misdelivery or delay was caused or contributed to by any act or omission of the Shipper, consignee or owner of the goods or by any act beyond the Carrier's control as set forth above under **"Interruption of Service."**

Under no circumstances shall the Carrier be liable for any damage resulting from loss, deterioration or misdelivery of goods during a suspension of transportation or following termination of transportation. Under no circumstances shall the Carrier be liable for any emerging or consequential damage, indirect loss, loss of profits, loss of business opportunities or loss of revenue arising from loss of use, resulting from any loss of or damage or delay to a shipment or package, even if caused by failure to perform the Carrier's duties or otherwise.



UPS represents and acknowledges that the Carrier's liability for loss or damage shall be solely to the person or entity using the services provided (Shipper) and not to any subrogated assignee, guardian, including but not limited to insurers, creditors, etc., with whom the Shipper or consignee or any other third party may have contracted.

The Shipper may obtain the benefit of a higher liability limit than the Carrier provides for a shipment by declaring a higher value in writing on the face of the UPS Service Waybill and paying an additional charge as set forth in the Rate and Service Guide in accordance with the payment options stated on the face of the Service Waybill. If the Shipper declares a higher value for carriage and pays the applicable charge, UPS's liability is limited to the declared value for carriage up to a maximum of \$125,000 (One Hundred Twenty-Five Thousand Mexican Pesos) per package.

In the event of damaged or lost packages or documents, the following rules shall apply:

- A. Documents: The Shipper understands that documents have no commercial value; therefore, in the event of damage or loss, UPS's liability shall be limited to refunding the Shipper the amount paid by the Shipper for the service.
- B. Packages: In the event of damage to or loss of packages the value of which was declared for transportation purposes by the Shipper on the face of the UPS Domestic Waybill, UPS will pay the replacement cost of the package, provided that for purposes of this liability, **the replacement cost will never exceed \$125,000 (One Hundred Twenty Five Thousand Mexican Pesos)** per package, theft or loss, regardless of whether the declared value was greater or is supported by other documentation that such value was greater, and provided that the following conditions are met:
 - 1. The declared value of the package has been properly entered by the Shipper on the UPS Domestic Waybill and that such value is the replacement value of the goods, replacement value being the cost of the goods paid by the Shipper at the time of purchase. If the Shipper is shipping goods manufactured by the Shipper, the Shipper agrees that the cost of manufacturing such goods may be insured only for the cost of raw materials supported by invoices.
 - 2. The goods are not covered by the Third clause, paragraphs c, d and e.
 - 3. The Shipper may prove to UPS through invoices that the declared value of the package is correct, a value that does not determine the payment amount to which UPS is liable to. In the case of household appliances, computer equipment, cellular phones and other electronic products, the Carrier will consider for payment the depreciation criteria that such products have suffered due to the pass of time, based on the date of purchase stated on the invoice and the provisions of the Income Tax Law or, if applicable, at the sole discretion of the Carrier, the value of the goods with identical characteristics in the market on the date of purchase evidenced by the corresponding invoice.



4. The Shipper has previously declared the value of the shipment for transportation purposes. If the shipment has been insured by the Shipper with an insurance company of the Shipper's choice, the Shipper agrees that UPS's maximum liability shall be up to \$1,000.00 (One Thousand Mexican Pesos) per package, and UPS shall not consider such shipment to be insured.
5. The package retains its original packaging.

If The Shipper fails to declare the value of the shipment for transportation purposes on the face of the UPS Domestic Waybill, such failure shall be deemed a breach of this Agreement, in which case the Shipper agrees that UPS's liability for damage, theft or loss of packages whose value has not been declared shall be limited to paying the Shipper the value of the goods as evidenced by documentation, such value not to exceed \$1,000.00 (One Thousand Mexican Pesos) per package, which amount represents the maximum liability of the Carrier. If a shipment consists of two or more packages and suffers partial loss or damage, the Shipper agrees that the value shown on the UPS Domestic Waybill for transportation (insurance) purposes shall be divided proportionately by the number of packages for purposes of the claims set forth in this clause.

6. In the event of a delay in the delivery of documents or packages, UPS must refund the Shipper the amount paid by the Shipper for the service. This guarantee does not apply if the delay is caused by force majeure or accidents, strikes or labor problems and, in general, any of the causes mentioned under **"Interruption of Service"** or **"Suspension of Service."**
7. The Shipper shall be responsible for packaging and shall ensure that such packaging is at all times adequate for the type of goods being shipped. UPS shall not be liable for total or partial damage or loss resulting from insufficient or inadequate packaging and, therefore, shall not be liable under the terms of this clause.

EIGHTEENTH – Temporary Time Limit for Claims

The parties agree that all claims against UPS must be filed with the local UPS office within the following time periods: (i) in the case of non-delivery, the Shipper must file a claim within 90 calendar days from the scheduled date of delivery; and (ii) in the case of partial loss of or damage to the contents of the package, the claim must be filed within 90 calendar days of delivery, except for packages containing jewelry, in which the claim shall be filed within 48 hours of delivery. In the event a claim is not filed within the above time limits, the Shipper relieves UPS of any liability. UPS shall not be liable for any consequential damages or direct or indirect damages caused to the Shipper or consignee because of the Shipper or consignee's failure to comply with their obligations under this UPS International Guide, as its sole liability is limited to that provided herein. The parties further agree that the Shipper shall have the sole right to file a claim, as the Shipper is the person with whom this



Agreement is entered into. This provision does not affect any rights the Shipper may have under other international or national laws.

NINETEENTH - Proof of Delivery (P.O.D.)

The Shipper agrees to accept the signature of the consignee or persons present at the consignee's address at the time of delivery by means of the UPS Electronic Delivery Information Acquisition Device (EDAD) or such other electronic, autograph or printed system as UPS may use in the future as sufficient proof of performance of the Service.

TWENTIETH – Data Protection

The shipper agrees that UPS and other companies in the UPS group of companies worldwide, including companies in countries which may not have the same level of data protection as the country where the shipment is presented to UPS for carriage, may use any data provided by the Shipper to UPS, without a court order, for management analysis and monitoring, the purchase and supply of Shipper materials, administration of Shipper accounts and the advertising of services and products provided by the UPS group of companies. The Shipper may have certain rights under the law to access, rectify, delete, and object to the use of such data for direct marketing purposes only.

UPS agrees to process the personal data to which it has access, in connection with the provision of the services provided for in this Agreement, in accordance with the Terms and Conditions set forth in the UPS Privacy Notice and Policies (see the Privacy Notice at www.ups.com), and in accordance with the Federal Law for the Protection of Personal Data Held by Private Parties and Regulations.

TWENTY-FIRST - Entire Agreement

All shipments are subject to the Terms and Conditions contained in this UPS Domestic Guide, and set out on the UPS Website (www.ups.com), which together comprise the complete and exclusive agreement of the parties, except as modified by any written agreement between the parties, and may not be contradicted or modified by any oral agreement or any other circumstance asserted by the Shipper, consignee, or any third party.

If any part of these Terms and Conditions is unenforceable or deemed void by applicable law, this will not affect the enforceability of any other part of these Terms and Conditions.

TWENTY-SECOND - General Provisions

UPS publishes Terms and Conditions regularly. These Terms and Conditions can be found on the UPS Website (www.ups.com) and are available at all local UPS offices. UPS reserves the right to unilaterally modify or amend any part of the Service Guide, or the Terms and Conditions, at any time without notice. The current version of the Terms and Conditions and any modifications or amendments made supersede all previous UPS Service Guide or UPS Tariffs. The failure to exercise or enforce any term or provision of the Service or UPS Tariffs will not constitute a waiver by UPS of that term or provision, nor will it diminish or impair UPS's right to exercise that term or provision in the future.



The choice of a suitable means of transportation shall be the sole responsibility of the Carrier. Saturdays, Sundays and holidays will not be considered business days for rate and time-in-transit purposes.

All packages included on a single UPS Domestic Waybill/ UPS Air Waybill/ UPS Service Waybill/Delivery Note (hereinafter referred to as the "UPS Service Waybill") shall be considered a single shipment.

The Carrier may engage subcontractors to transport and perform services and to enter into contracts for and on behalf of itself and its employees, agents and subcontractors, each of whom shall have the benefit of these Terms and Conditions. Neither party may waive or modify such Terms and Conditions.

TWENTY-THIRD - Jurisdiction and Applicable Legislation.

For the interpretation, compliance and execution of these Terms and Conditions, as well as of any agreement entered into incorporating them, they shall be governed in all aspects by the "Ley Federal de Protección al Consumidor" and the "Tribunal de fuero común del Distrito Federal", expressly waiving any other jurisdiction that may correspond to them by reason of their present or future domicile.