2021 UPS® Tariff/Terms & Conditions of Service – United States

Effective July 11, 2021

Effective July 11, 2021 (unless otherwise noted)

UPS® Tariff/Terms and Conditions of Service – United States

TABLE OF CONTENTS

1. Introduction 4

2. Definitions Used 4

3. Commodities Handled and Restrictions on Service 5
- 3.1 Items Not Accepted for Transportation 5
- 3.2 Maximum Values 6
- 3.3 Prohibited by Law 6
- 3.4 Alcoholic Beverages 7
- 3.5 Marijuana and Hemp 7
- 3.6 Biological Materials 7
- 3.7 Firearms and Ammunition 7
  - 3.7.1 Firearms 7
  - 3.7.2 Ammunition 7
- 3.8 Food Transport; Assumption of Legal Responsibility 8
- 3.9 Hazardous Materials Service 8
- 3.10 Dry Ice 9
- 3.11 Limited Quantity Packages 9
- 3.12 Hazardous Waste, Mercury, and Mercury-Containing Waste 9
- 3.13 Live Animals 9
- 3.14 Perishable Commodities 9
- 3.15 Pharmaceuticals 10
- 3.16 Portable Electronic Devices 10
- 3.17 Tobacco and Vaping Products 10
- 3.18 Prohibited Item Fee 10

4. Provisions for Export and Customs Clearance of International Shipments 10
- 4.1 Electronic Export Information 11
- 4.2 Certificate of Origin 11
- 4.3 UPS Paperless® Invoice Service 11
- 4.4 Pre-Release Notification for Import Shipments 12
- 4.5 Record-Keeping 12

5. UPS Import Control® Service 12

6. Right of Inspection 12

7. Refusal of Service 12

8. Packaging 13

9. Use of UPS-Provided Materials and Services 13

10. Use of UPS Accounts 13

11. Use of UPS Electronic Information Systems 13

12. Timely Upload of PLD; Missing PLD Fee 13
- 12.1 Use of PLD Obtained Email Addresses and Telephone Numbers 13

13. ZIP Code/Postal Code Information 14

14. P.O. Boxes 14

15. UPS Customer Center and UPS Worldwide Express Freight® Center 14

16. Third-Party Retailer 14

17. UPS Access Point® Locations 14
- 17.1 Ship to a UPS Access Point Location Service 14
- 17.2 Ship to a UPS Access Point Location Service – Deliver to Addressee Only 15
- 17.3 Ship to a UPS Access Point Location Service – Package Release Code 15

18. Pickup Services – Scheduled 15

19. UPS On-Call Pickup® Service 15

20. Saturday Air Processing Fee; Saturday Export Processing Fee; Saturday Stop Charge 15

21. Drop Shipment 16

22. Delivery 16

23. Direct Delivery Only Surcharge 16

24. Residential Surcharge 16

25. Delivery Area Surcharge 16

26. Delivery Attempts; UPS Access Point® Locations 16

27. Hold for Pickup and Hold at Location Services 17

28. Shipper Release 17

29. UPS carbon neutral 17

30. UPS Delivery Intercept® Service 17

31. Delivery Change Requests 17

32. Correction of Addresses 18

33. Saturday Delivery 18

34. Delivery Confirmation Services 18
- 34.1 Delivery Confirmation (domestic only) 18
- 34.2 Delivery Confirmation Signature Required (domestic and international) 18
- 34.3 Delivery Confirmation Adult Signature Required (domestic and international) 18

35. Proof of Delivery (P.O.D.) 19

36. Tracking/Tracing and Refund Request Charge 19

37. Special Handling of Undeliverable Shipments; Refused Shipments Returned 19

UPS® Tariff/Terms and Conditions of Service – United States

TABLE OF CONTENTS *(continued)*

38. C.O.D. Service 19
38.1 Preparation and Listing of C.O.D. Packages 19
38.2 Responsibility for C.O.D.s 19
38.3 Consignee's Checks in Payment of C.O.D.s 19
38.4 C.O.D. Package of $10,000 or More 20
38.5 Acceptance of Personal Check 20
38.6 C.O.D. Remittance Verification 20
38.7 Restrictions 20
38.8 Charges for C.O.D. Collections 20
38.9 Remittance of C.O.D.s 20
39. UPS Returns® Services 20
40. UPS Rates 21
40.1 Daily Rates and Retail Rates 21
40.2 UPS® Simple Rate 21
40.3 Letter Rates 21
40.4 Pak Rates 21
40.5 UPS 10 KG Box and UPS 25 KG Box Rates 21
40.6 Private Express Statutes 22
40.7 Rates for Large Packages; Large Package Surcharge 22
40.8 Over Maximum Limits Charge 22
40.9 Additional Handling Charge 22
40.10 Oversize Pallet Handling Surcharge 22
41. Peak Surcharges 22
42. Fuel Surcharges 22
43. Manual Processing Charges 22
44. Third Party Billing Service 22
45. Billing Options for Domestic Shipments 23
46. Billing Options for International Shipments 23
47. Bill My Account 23
48. Disbursement Fee 23
49. Currency Conversion Rate 23
50. Missing/Invalid Account Number or Refusal Fee 23
51. Shipping Charge Corrections; Audit Fee 23
52. Payment of Charges 23
52.1 Invoice Adjustment 24
52.2 Alternative Payment Plans 24
52.3 Late Payment Fee 25
52.4 Lien on Shipments 26
53. UPS Service Guarantee 26
53.1 Conditions 26
53.2 Exclusions 27
54. Claims and Legal Actions: Individual Binding Arbitration of Claims 27
54.1 Making Claims for Loss or Damage to Property 29
54.2 Acknowledgment of Claims for Loss or Damage to Property 29
54.3 Time Limit for Notice and Filing of Claims for Loss or Damage to Property 29
54.4 Investigation of Claims for Loss or Damage to Property 29
54.5 Salvage 30
54.6 Disposition of Claims for Loss or Damage to Property 30
55. Responsibility for Loss or Damage 30
55.1 Maximum Declared Values 30
55.2 Liability Limits 31
55.3 Exclusions from Liability 32
56. Data Handling 33
57. Incorporation of Documents; Waiver; Future Changes 33

Effective July 11, 2021 (unless otherwise noted)

UPS® Tariff/Terms and Conditions of Service – United States

1. Introduction

The following contains the general terms and conditions of contract under which United Parcel Service ("UPS") is engaged in the transportation of Package shipments itself and jointly through interchange with its affiliates via the services described below.

The UPS Tariff/Terms and Conditions of Service ("Terms") are effective on the date set forth above and are subject to change without prior notice. The Terms are published electronically on the UPS website (*ups.com*). The most current and controlling version of the Terms is published at *www.ups.com/terms*. In tendering a Shipment for service, the Shipper agrees that the version of the Terms and the applicable UPS Rate and Service Guide ("Service Guide") in effect at the time of shipping will apply to the Shipment and its transportation (however, the binding arbitration requirement in Section 54 applies to all disputes within its scope, even as to shipments tendered before the effective date of these Terms). The Terms apply to the following services:[1]

– UPS Air Services
– UPS Hundredweight Service® Air Services
– UPS 3 Day Select®
– UPS Hundredweight Service® UPS 3 Day Select®
– UPS® Ground
– UPS® Ground with Freight Pricing
– UPS Hundredweight Service® Ground
– UPS Returns® Services

"UPS Air Services" includes:

– UPS Next Day Air® Early
– UPS Next Day Air®
– UPS Next Day Air Saver®
– UPS 2nd Day Air A.M.®
– UPS 2nd Day Air®

"UPS Hundredweight Air Services" includes:

– UPS Hundredweight Service® UPS Next Day Air®
– UPS Hundredweight Service® UPS Next Day Air Saver®
– UPS Hundredweight Service® UPS 2nd Day Air A.M.®
– UPS Hundredweight Service® UPS 2nd Day Air®

The Terms apply to the following international services:

– UPS Worldwide Express Plus®
– UPS Worldwide Express NA1®
– UPS Worldwide Express®
– UPS Worldwide Express Freight® Midday
– UPS Worldwide Express Freight®
– UPS Worldwide Saver®
– UPS Worldwide Expedited®
– UPS 3 Day Select® from Canada
– UPS® Standard services

"UPS Worldwide Express Freight Service" includes:

– UPS Worldwide Express Freight Midday
– UPS Worldwide Express Freight

2. Definitions Used

– **"Alaska and Hawaii Rates"** refer to the effective UPS Rates for Shipments originating in Alaska and Hawaii published in the effective Service Guide for Alaska and Hawaii, or Retail Rates established by UPS for the service selected by the Shipper that apply to the Shipper and the Package, and are in effect at the time of shipping, plus any additional charges or rates for nonstandard service, additional or nonstandard usage, and any other additional charges referenced within the Terms or the Service Guide, or those applicable additional rates set out in any customized contracts.

– **"Business day"** means Monday through Friday except the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (December 25), and New Year's Eve.*

– **"Charges"** means all applicable transportation and other charges including, but not limited to, all applicable accessorial charges, brokerage service fees, 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.

– **"Claimant"** means any person asserting or against whom UPS asserts any claim in any forum for legal or equitable relief – including, but not limited to, any claim for damages, refunds, credits, injunctive relief, and declaratory relief – arising out of or related to the provision of services by UPS.

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

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

– **"Daily Rates" and "Retail Rates"** refer to the effective UPS Rates for Shipments originating in the 48 contiguous United States established by UPS for the service selected by the Shipper that apply to the Shipper and the Package, and are in effect at the time of shipping, plus any additional charges or rates for nonstandard service, or additional or nonstandard usage, and any other additional charges referenced within the Terms or the Service Guide, or those applicable additional rates set out in any customized contracts. Effective December 28, 2015, "Daily Rates" is deemed to mean "Standard List Rates."

– **"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 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, (6) delivery pursuant to UPS's Shipper Release procedures, or (7) delivery otherwise permitted under the Terms.

– **"Drop Shipment"** means any Shipment tendered pursuant to a written agreement or prior arrangement between UPS and a specific Shipper that permits the Shipper to tender quantities of individual Packages directly to UPS at a UPS preapproved designated location.

– **"Letter Rates"** refers to the UPS Rates applicable to single package Shipments using UPS Express® Envelope or UPS® Letter packaging containing correspondence, urgent documents, or electronic

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[1]The Third Party Billing Service fee described in Section 44 applies to all UPS services worldwide, regardless of origin or destination.

**Refer to www.ups.com/holidays for service limitations during the holiday season.*

Note: Visit *ups.com* for guarantee details, service availability, delivery time commitments or to request a pickup.

UPS® Tariff/Terms and Conditions of Service – United States

media, with an actual weight of eight (8) ounces or less. ("UPS Express® Envelope" and "UPS Letter" may be referred to interchangeably.)

– **"Package"** means any container and its contents, and includes a UPS 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.

– **"Perishable Commodity"** refers to a perishable commodity or a commodity requiring protection from heat or cold, including, but not limited to, live animals, foods, dry ice, flowers, biological materials.

– **"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"** means one or more Packages, or one or more pallets in a 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 Third Party or collect billed, the party who drops off a UPS Returns® Services package, or a party that uses another party's account for a Shipment.

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

– **"Third-Party Retailers"** means locations of The UPS Store® centers, UPS Authorized Shipping Outlet locations, and UPS Alliance Locations (located within Staples® retail 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.

– A **"UPS Access Point®"** location is an independently owned and operated business or a location (including a UPS Access Point® locker) 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 shipment 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.

– **"UPS® Automated Shipping System," "Source Document" and "PLD Upload."** Source Document means a shipping document provided by UPS for the purpose of tendering a Shipment to UPS for transportation. UPS Automated Shipping System means WorldShip® 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. PLD Upload means the transmission to UPS of Package manifest information, including without limitation, by Host Manifest Upload and Electronic Manifest Tool. The term "UPS Automated Shipping System," "Source Document" and "PLD Upload," individually or collectively, are sometimes referred to by the term "UPS Shipping System."

– **"UPS Customer Center"** 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 Rates"** refers collectively to Daily Rates (which are inclusive of Standard List Rates), Retail Rates, Alaska and Hawaii Rates, Letter Rates, Pak Rates, and UPS 10 KG Box and UPS 25 KG Box Rates.

– **"UPS Returns® Services"** refers collectively to UPS Authorized Return®, Print Return Label, Electronic Return Label, and Print and Mail Return Label, 1 UPS Pickup Attempt, 3 UPS Pickup Attempts, UPS Returns® on the Web, and UPS Returns® Exchange.

– **"UPS Smart Label®"** tag as defined here and described in the *UPS Guide to Labeling* 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® Center"** 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 on Service

UPS holds itself out to transport 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 Items Not Accepted for Transportation
No service shall be rendered in the transportation of any of the prohibited articles listed in the applicable Service Guide or the Terms.

UPS does not accept for transportation, and Shippers are prohibited from shipping:

– Articles of unusual value, which shall be deemed to include, but are not limited to:
  - Any Package with an actual value of more than $50,000, except that the actual value of Packages declared in accordance with the Enhanced Maximum Declared Value provisions of Section 55.1 ("Maximum Declared Values") cannot exceed $70,000;
  - Any pallet with an actual value of more than $100,000;
  - Coins, cash, currency, bonds, postage stamps, money orders, and negotiable instruments (such as drafts, bills of exchange, or promissory notes, but excluding checks);
  - Any article that contains more than 50 percent by weight of gold or platinum, or any combination thereof in raw form including, but not limited to, bullion, bars, or scraps of these metals.

– Hazardous waste, defined as a solid waste that meets any of the criteria of the hazardous waste as described in 40 C.F.R. § 261.3;

UPS® Tariff/Terms and Conditions of Service – United States

– Human remains, fetal remains, human body parts, human embryos, or components thereof;

– Common fireworks;

– Replica or inert explosives or weapons that bear an appearance to actual explosives or weapons (except as a contractual service);

– Packages containing marijuana, as defined in 21 U.S.C. § 802(16), including marijuana intended for medicinal use, and Packages containing Hemp, as defined in 7 U.S.C. § 1639o, when in plant form;

–Packages using the same shipping label and tracking number as any other Package or a shipping label altered without UPS's express authorization. If any such Package is found in the UPS system, each such Package is subject to charge and UPS will apply Charges in its sole and unlimited discretion.

– Packages with an actual weight of more than 150 pounds, or Packages that when measured to determine the billable weight exceed 108 inches in length, or exceed a total of 165 inches in length plus girth [(2 x width) + (2 x height)] combined. If found in the UPS system, they are subject to one or more of the following additional charges: Over Maximum Weight, Over Maximum Length, or Over Maximum Size. Such charges apply in addition to all other applicable Charges including, but not limited to, a Large Package Surcharge. UPS reserves the right in its sole and unlimited discretion to return such Packages to the Shipper at Shipper's expense;

– Without prior approval by UPS, UPS Worldwide Express Freight® Service pallets that exceed maximum size or weight restrictions (which vary by origin and destination) as set forth at *https://www.ups.com/assets/resources/media/wwef_max_dim.pdf*. Such pallets are subject to an Oversize Pallet Handling Surcharge.

– Shipments tendered (including pre-processed drop offs) to a Third-Party Retailer or UPS Access Point® location containing any hazardous materials requiring shipping papers, firearms, or ammunition. These prohibitions also apply to shipments delivered to a Third-Party Retailer or UPS Access Point location, except for ammunition that satisfies all requirements for the shipment of ammunition set forth in Section 3.7.2 ("Ammunition"), including qualifying for the exception for Limited Quantity packages;

– UPS Returns® Services Shipments containing hazardous materials (except for Limited Quantity Ground Packages, as set forth below), or firearms, or requiring Delivery Confirmation Services; and

– Any other items prohibited by the Service Guide, or on the *ups.com* website.

Shippers are prohibited from shipping and UPS will not accept for transportation Shipments containing articles that UPS is not authorized to accept or that UPS states in the Terms that it will not accept, including when such Shipments are tendered for transportation at UPS Customer Centers, UPS Worldwide Express Freight® Centers, UPS Access Point® locations, or any Third-Party Retailer.

UPS reserves the right, but is not required, to return to the Shipper any Shipment containing a prohibited 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 article found in the UPS system.

3.2 Maximum Values

UPS does not accept for service Packages with values as set forth below:

– Any Package with an actual value of more than $50,000, or $70,000 for Packages declared in accordance with the Enhanced Maximum Declared Value provisions of Section 55.1 ("Maximum Declared Values");

– Packages with a value of $1,000 or more shipped via a Third-Party Retailer or UPS Access Point® location (including a UPS Access Point® locker) if such Packages were processed for shipment using a UPS Shipping System prior to drop off at the Third-Party Retailer or UPS Access Point® location or billed using Bill My Account;

– Packages processed for shipment prior to tender using a UPS Shipping System and tendered to a UPS driver or UPS Customer Center with a value of more than $1,000, unless a UPS high-value shipment summary is obtained by the Shipper or person tendering the Package and signed by the driver or UPS Customer Center representative upon tender of the Package;

– Packages shipped or delivered to a UPS Access Point® location with a value of $5,000 or more;

– Domestic Packages with a value of more than $1,000 returned via Print Return Label, Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services;

– International Shipments with a value of more than $1,000 per Package or pallet returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, 1 UPS Pickup Attempt, or 3 UPS Pickup Attempts Return Services (including via UPS Returns® on the Web) unless a UPS high-value shipment summary is obtained by the Shipper or person tendering the Shipment and signed by the driver or UPS Customer Center representative upon tender of the Shipment;

– International UPS Import Control® Shipments with a value of more than $1,000 per Package or pallet unless a UPS high-value shipment summary is obtained by the Shipper or person tendering the Shipment and signed by the driver or UPS Customer Center representative upon tender of the Shipment;

– Packages with a value of more than $500 shipped via a UPS Drop Box;

– Prepaid Letters with a value of more than $100;

– Packages with a value of more than $999 when Shipper Release is selected;

– Packages with a C.O.D. amount in excess of $500 shipped via a UPS Drop Box;

– UPS Worldwide Express Freight® Service Shipments having a value of more than $100,000 per pallet.

3.3 Prohibited by Law

No service shall be rendered by UPS in the transportation of any Shipment that is prohibited by applicable law or regulation of any federal, state, provincial, or local government in the origin or destination country. It is the responsibility of the Shipper to ensure that a Shipment tendered to UPS, and any UPS Shipping System entry that the Shipper prepares for that Shipment, does not violate any federal, state, provincial, or local laws or regulations applicable to the Shipment.

UPS® Tariff/Terms and Conditions of Service – United States

3.4 Alcoholic Beverages
Packages containing alcoholic beverages (wine, beer, or spirits) are accepted for transportation only as a contractual service and only from Shippers who are licensed and authorized under applicable laws to ship alcoholic beverages. To receive service for Packages containing alcoholic beverages, the Shipper must enter into an approved UPS agreement for the transportation of wine, beer, or spirits, as applicable. For all Packages containing alcoholic beverages, the Shipper must use Delivery Confirmation Adult Signature Required service requesting an adult signature for each Package containing alcoholic beverages, and must affix a special UPS alcoholic beverages label to each Package. For all U.S. inbound import Shipments containing alcoholic beverages, the Receiver must be licensed and authorized to receive the alcoholic beverages. It is the responsibility of the Shipper to ensure that a Package tendered to UPS does not violate any federal, state, or local laws or regulations applicable to the Package.

UPS reserves the right to dispose of any alcoholic beverages tendered for shipment 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 a right to refuse. UPS reserves the right to discontinue service to any Shipper for, among other reasons, tendering a Package containing alcoholic beverages that does not comply with all applicable laws or the Terms.

3.5 Marijuana and Hemp
Shipment of Marijuana, as defined in 21 U.S.C. § 802(16), is prohibited under any circumstances. Shipment of Hemp, as defined in section 297A of the Agricultural Marketing Act of 1946, is also prohibited when in plant form (including parts of the plant, except as set forth in 21 U.S.C. § 802(16)(B)(ii)). Products made from Hemp (including cannabidiol) are accepted for shipment only as permitted by state and federal law, including compliance with the Food, Drug & Cosmetic Act, 21 U.S.C. § 321, et seq. Shippers are prohibited from shipping Hemp products except as allowed under all applicable law, and it is the responsibility of the Shipper to ensure compliance with all such laws.

UPS reserves the right to dispose of any shipment containing Marijuana, Hemp, or Hemp products tendered for shipment 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 a right to refuse. UPS reserves the right to discontinue service to any Shipper for, among other reasons, tendering a Package containing Marijuana, Hemp, or Hemp products that do not comply with all applicable laws or the Terms. See *ups.com/hemp* for additional information.

3.6 Biological Materials
UPS accepts Packages containing "Biological Substance, Category B" as defined in 49 C.F.R. § 173.134, which are prepared in accordance with all aspects of 49 C.F.R. § 173.199.

Transportation of other biological materials is limited, must be prearranged, and will only be provided under the following conditions: the Shipper has received prior written authorization from UPS for the specific Package tendered; and the Shipper requests service in accordance with the conditions set forth in the written authorization from UPS for the Package tendered. Any Package containing biological materials shall be considered a Perishable Commodity.

3.7 Firearms and Ammunition
UPS accepts Packages containing firearms or ammunition only pursuant to the following limitations.

3.7.1 Firearms
UPS accepts Packages containing firearms (as defined by Title 18, Chapter 44, and Title 26, Chapter 53 of the United States Code) only (a) between licensed importers, licensed manufacturers, licensed dealers, and licensed collectors (as defined in Title 18, Chapter 44 of the United States Code), and government agencies; and (b) where not otherwise prohibited by federal, state, or local law from (i) an individual to a licensed importer, licensed manufacturer, licensed dealer or licensed collector; and (ii) from a licensed importer, licensed manufacturer, licensed dealer, or licensed collector to an individual. The Shipper shall comply with and shall ensure that each Shipment containing firearms complies with all federal, state, and local laws applicable to the Shipper, recipient, and Package, including, without limitation, age restrictions.

– The Shipper must use Delivery Confirmation Adult Signature Required and Direct Delivery Only services for each Package containing a firearm (including handguns). UPS, in its sole and unlimited discretion, may require the Shipper to select a UPS Next Day Air® delivery service for any Package containing a firearm. Handguns (as defined by 18 U.S.C. § 921) will be accepted for transportation only via a UPS Next Day Air delivery service.

– Firearms (including handguns) are accepted for transportation only via Scheduled Pickup Service or at a UPS Customer Center. Firearms (including handguns) are not accepted for transportation via UPS Drop Boxes or in response to a request for UPS On-Call Pickup® service, and are not eligible for Delivery Change Requests (including, but not limited to, requests reroute) or UPS My Choice® requests, or drop-off or pickup at UPS Access Point® locations or Third-Party Retailers. UPS Returns® Services are not available for Packages containing firearms.

– Firearm parts, which do not constitute firearms as defined under federal law (including without limitation Title 18, Chapter 44, and Title 26, Chapter 53 of the United States Code), and which otherwise comply with federal, state, and local law, will be accepted for transportation.

– Firearms (including handguns) and firearm parts are not accepted for shipment internationally. Replicas or simulated firearms are not accepted for shipment internationally except as a contractual service.

See *www.ups.com/content/us/en/resources/ship/packaging/guidelines/firearms.html* or contact UPS for more information.

3.7.2 Ammunition
UPS accepts ammunition for transportation where such ammunition constitutes "cartridges, small arms," as defined in 49 C.F.R. § 173.59. The Shipper shall comply with and shall ensure that each Shipment containing ammunition complies with all federal, state, and local laws applicable to the Shipper, recipient, and Package, including, without limitation, age restrictions.

– Ammunition will be transported only when packaged and labeled in compliance with 49 C.F.R. § 172 (Hazardous Materials), and must be shipped in accordance with the *UPS Guide for Shipping Ground and Air Hazardous Materials*. Ammunition may not be shipped in the same package as a firearm.

UPS® Tariff/Terms and Conditions of Service – United States

– To meet the exception for Limited Quantity, ammunition can be shipped via UPS Ground only within the 48 contiguous United States or UPS Ground Intra-Oahu and Intra-Alaska. All other allowable ammunition Shipments are accepted only on a contractual basis, and must be prepared under the rules for a fully regulated hazardous material. See further details in Section 3.11 ("Limited Quantity Packages").

– Ammunition is not accepted for shipment internationally.

See *www.ups.com/content/us/en/resources/ship/packaging/guidelines/firearms.html* or contact UPS for more information.

3.8 Food Transport; Assumption of Legal Responsibility
Shipments containing "food," as defined in section 201(f) of the Federal Food, Drug, and Cosmetic Act, will be accepted for transportation only according to the following terms. Shipper assumes all responsibility with respect to establishing and maintaining all records required under 21 C.F.R. Part 1 Subpart J §§ 1.326-1.363. In so doing, Shipper assumes the legal responsibility under 21 C.F.R. § 1.363 for establishing and maintaining records that would otherwise be required to be maintained by UPS. Shipper agrees its records will comply with 21 C.F.R. § 1.352 and shall identify the immediate recipient of the transported food; the origin and destination points of shipment; the date the Shipment is received and the date released; the number of Packages shipped; a description of the freight describing the type of food received and released; and the route of movement. Shipper agrees expressly to make all records required by 21 C.F.R. § 1.352 available to FDA as required by 21 C.F.R. § 1.361. Shipper commits, and recognizes that it has the responsibility, to ensure that all such records are maintained consistent with the record retention requirements provided in 21 C.F.R. § 1.360 and the record availability requirements provided in 21 C.F.R. § 1.363. Shipper agrees that within 45 days of the date of shipment, Shipper will obtain or request from UPS any information needed from UPS to satisfy Shipper's responsibility to establish and maintain records. Shipper recognizes that the foregoing obligations with respect to establishing and maintaining records cannot be terminated. Shipper expressly agrees to immediately assume responsibility to establish and maintain records as provided in this paragraph, regardless of any FDA-designated compliance date for any provision of 21 C.F.R. Part 1 Subpart J.

3.9 Hazardous Materials Service
Hazardous Materials, defined as those materials regulated under Title 49 of the Code of Federal Regulations (49 C.F.R.) (excluding Limited Quantity Ground Packages, as referenced below), and Dangerous Goods, defined as those materials regulated by the International Civil Aviation Organization (ICAO) and published in the International Air Transport Association (IATA) Dangerous Goods Regulations (collectively referred to as "Hazardous Materials," or "Dangerous Goods," or "International Dangerous Goods"), are accepted for transportation only as a contractual service and in accordance with the *UPS Guide for Shipping Ground and Air Hazardous Materials*, or the *UPS Guide for Shipping International Dangerous Goods*. To receive Hazardous Materials or Dangerous Goods service, the Shipper must sign and agree to the provisions set forth in an approved UPS agreement or agreements relating specifically to the transportation of Hazardous Materials, Dangerous Goods, or International Dangerous Goods ("Hazardous Materials Agreement(s)"). Contact UPS for specific information, including a list of "Common Items That May Be Classified as Hazardous Materials."

An additional charge will be assessed for each Hazardous Materials Shipment. If the Shipper fails to select a service level, provide the Dangerous Goods Class, or identify that a Shipment is not fully regulated, the Shipment will be charged at the highest level of service, as Accessible Dangerous Goods, as fully regulated, or any combination of the above based on the Shipper's failure to provide sufficient information to UPS. UPS may also assess an additional surcharge for Packages or pallets containing certain types of Hazardous Material. Applicable surcharges are described in the Service Guide and at the *ups.com* website.

It is the Shipper's responsibility to determine if a Shipment contains a Hazardous Material and to properly classify, label, mark, and package it in accordance with applicable governmental regulations. When required, the Shipper is responsible for ensuring that all of its employees involved in the preparation of Hazardous Materials for transport are properly trained, tested, and certified in accordance with 49 C.F.R. Part 172.700 through 172.704, or with IATA (Section 1.5) and for ensuring that a program exists for the retraining, testing, and certification as required by these rules.

All packaging used by the Shipper for the transportation of Hazardous Materials, when required by regulation, must pass UN performance testing in accordance with 49 C.F.R. Part 178.602 through 178.609 or IATA (Section 6.0).

The Shipper must use a software system, such as the most current version of WorldShip® software that is acceptable to UPS for the preparation of documents for shipping Hazardous Materials, or an alternative method determined by UPS in its sole and unlimited discretion to perform the same functions. UPS will provide Shippers, upon request, a list of vendors who provide acceptable software systems.

UPS reserves the right to refuse to accept, to return, or to dispose of, in compliance with applicable laws and regulations, any Hazardous Material that it determines not to have been prepared in accordance with the *UPS Guide for Shipping Ground and Air Hazardous Materials*, the *UPS Guide for Shipping International Dangerous Goods*, and all applicable governmental laws and regulations. The Shipper agrees to reimburse UPS for any costs or expenses incurred as a result of any improperly packed or prepared Hazardous Materials which Shipper tenders to UPS. In addition, the Shipper agrees to reimburse UPS for any costs or expenses incurred by UPS if Hazardous Materials tendered by the Shipper are refused by the Shipper upon return or cannot otherwise be delivered for any reason including, but not limited to, wrong delivery address or refusal of Receiver to accept Delivery.

UPS reserves the right, in its sole and unlimited discretion and without prior notice to the Shipper, to dispose of any international Shipment containing Dangerous Goods refused by the Receiver or which for any other reason cannot be delivered. Shipper shall be responsible for all disposal fees.

The Shipper agrees to indemnify, defend, and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their

UPS® Tariff/Terms and Conditions of Service – United States

successors and assigns, from all claims, demands, expenses (including reasonable attorney's and consultants' fees), liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought by a governmental agency or any other person or entity arising from or relating to the transportation of a Hazardous Materials Shipment, from the Shipper's breach of the Hazardous Materials Agreement(s) or the Terms, or from the Shipper's non-compliance with governmental laws or regulations applicable to the transportation of Hazardous Materials whether such action is brought by a governmental agency or other person or entity. Under no circumstances shall UPS be liable for special, incidental, or consequential damages arising from the transportation of a Hazardous Materials Shipment.

Pursuant to 49 C.F.R. Part 173.30, in the event the Shipper loads any UPS vehicle, the Shipper agrees to segregate Hazardous Materials in accordance with 49 C.F.R. Part 177.848 and properly secure Hazardous Materials in accordance with 49 C.F.R. Part 177.834.

UPS does not accept Hazardous Materials in any amounts that require placarding under 49 C.F.R. Part 172, Subpart F. The Shipper agrees not to tender Hazardous Materials to UPS in any amount for a single vehicle that would require placarding in accordance with 49 C.F.R. Part 172, Subpart F.

UPS reserves the right to discontinue or terminate service immediately with respect to the transportation of Hazardous Materials if the Shipper fails to comply with any provisions of the Terms, or any applicable government regulations (including Limited Quantity Shipments that are tendered without the proper shipping documentation). If a Shipper tenders an undeclared Hazardous Materials Shipment to UPS, UPS shall not be liable for the Shipment in the event of loss, damage, delay, or misdelivery, nor shall UPS be liable for any special, incidental, or consequential damages.

If the Shipper ships Hazardous Materials from more than one location, and the Shipper fails to comply with any provisions of the Terms, the Hazardous Materials Agreement(s), or any governmental regulations, UPS may, in its sole and unlimited discretion, terminate all of the Shipper's shipment locations or limit such termination to those locations where the failure to comply occurred.

Shippers are prohibited from shipping and UPS will not accept for transportation Shipments containing any Hazardous Materials requiring shipping papers (defined as those materials regulated under Title 49 of the Code of Federal Regulations) or Dangerous Goods requiring Shipper's Declaration for Dangerous Goods documents, when such Shipments are presented for shipment at UPS Customer Centers, Third-Party Retailers, or UPS Access Point® locations. Hazardous Materials requiring shipping papers cannot be picked up via UPS On-Call Pickup® service, or retrieved via any UPS Returns® Service, except as a contractual service. UPS Ground with Freight Pricing service is not available for Hazardous Materials Shipments (unless the Package qualifies as a Limited Quantity Package as set forth in Section 3.11 ("Limited Quantity Packages")).

Additional terms applicable to the shipment of Hazardous Materials are set forth in the *UPS Guide for Shipping Ground and Air Hazardous Materials*, and the *UPS Guide for Shipping International Dangerous Goods*, the terms of which are each incorporated here by this reference and available at *https://www.ups.com/content/us/en/resources/ship/hazardous*.

3.10 Dry Ice
Packages containing dry ice (carbon dioxide, solid) as a refrigerant, but no other Hazardous Materials, are accepted for transportation within the United States via UPS Ground and UPS Air Services (provided such Packages are prepared in accordance with all applicable governmental regulations) without a Hazardous Materials Agreement. Packages containing Hazardous Materials that use dry ice (carbon dioxide, solid) as a refrigerant are accepted for transportation within the United States via UPS Ground and UPS Air Services only as a contractual service. Any Package containing dry ice will be considered a Perishable Commodity. Packages containing dry ice may be tendered for shipment at The UPS Store® locations, where such services are available. A contract is required for all international Shipments of dry ice.

3.11 Limited Quantity Packages
Limited Quantity Packages are accepted for transportation without Hazardous Materials shipping papers and without a contract, only within the 48 contiguous United States via UPS Ground, UPS Ground with Freight Pricing service, and UPS Hundredweight Service® Ground, and via UPS Standard to Canada and UPS Ground Intra-Alaska and Intra-Oahu services, when properly classified, packaged and marked, provided the Shipper has reviewed the required checklist and service restrictions with a UPS representative. Limited Quantity Packages shipped via UPS Air Services and UPS 3 Day Select® service within the United States and Puerto Rico are accepted for transportation on a contractual basis only. Limited Quantity Packages containing ammunition are not accepted for shipment internationally.

3.12 Hazardous Waste, Mercury, and Mercury-Containing Waste
Packages containing hazardous waste, defined as a solid waste that meets any of the criteria of hazardous waste as described in 40 C.F.R. § 261.3, are not accepted for transportation.

UPS's acceptance for transportation of any elemental mercury, mercury-containing material, or used mercury-containing device (including, but not limited to, medical devices, spent fluorescent lamps, thermostats, or thermometers) is limited, must be prearranged, and will only be provided pursuant to prior written authorization from UPS upon satisfaction of certain requirements including appropriate packaging and financial assurances.

3.13 Live Animals
UPS provides service on a limited basis for some types of live animal Shipments. (The term "animal" as used here refers to anything living, except plants.) Live animals may be shipped only pursuant to the restrictions and conditions set forth on the *ups.com* website regarding Shipping Live Animals. A live animal Shipment will be considered a Perishable Commodity. Access *http://www.ups.com/content/us/en/resources/ship/packaging/guidelines/animals.html* or contact UPS for information regarding shipping live animals.

3.14 Perishable Commodities
UPS does not provide a protective service for the transportation of Perishable Commodities. Such commodities will be accepted for transportation solely at the Shipper's risk for any damage arising from the perishable nature of the item. Shippers shall not file claims for, and UPS shall not be liable to Shippers or any third parties for, any damage arising from the transportation of Perishable Commodities

UPS® Tariff/Terms and Conditions of Service – United States

arising from exposure to heat or cold or the perishable nature of the item, regardless of whether the Shipment is delivered pursuant to an applicable UPS Service Guarantee or is delayed in transit. UPS reserves the right to dispose of any Shipment in the UPS system containing a Perishable Commodity that UPS deems in its sole and unlimited discretion to be of no value, unsafe or unsanitary.

3.15 Pharmaceuticals
The Shipper shall comply with and shall ensure that each Shipment containing pharmaceutical products complies with all applicable federal, state, provincial, and local laws and regulations governing the dispensing, shipment or tender of shipment of pharmaceutical products.

3.16 Portable Electronic Devices
UPS transports Shipments containing radio frequency identification devices (RFID), ultrawideband devices (UWB), and other portable electronic devices (PED) only when such devices are in an inactivated state or otherwise in compliance with applicable law including 14 C.F.R. § 91.21, 14 C.F.R. § 121.306, or 47 C.F.R. § 15.521(a).

3.17 Tobacco and Vaping Products
Shipments containing Tobacco Products ("Tobacco Product Shipments"), are accepted for transportation only from Shippers who are licensed and authorized to ship Tobacco Products pursuant to applicable laws. UPS does not provide service to any person or entity listed in the Bureau of Alcohol, Tobacco, Firearms and Explosives PACT Act – Non-Compliant List.

For purposes of the UPS Tariff/Terms and Conditions of Service, the term "Tobacco Products" is defined at *www.ups.com/tobacco*. Shippers should consult *www.ups.com/tobacco* for the current definition of Tobacco Products, as the definition may change periodically. At present, and without limiting the complete definition posted at *www.ups.com/tobacco*, the term "Tobacco Products" includes any product made or derived from tobacco that is intended for human consumption, including any component, part, or accessory of a tobacco product; the term includes, without limitation, e-cigarettes, e-hookah, e-cigars, vape pens, advanced refillable personal vaporizers, and electronic pipes.

UPS prohibits the shipment of Cigarettes or Little Cigars (as those terms are defined at *ups.com/tobacco*) to consumers. UPS also prohibits the shipment of all Vaping Products (as the term is defined at *ups.com/tobacco*) throughout its U.S. domestic network, including import and export, regardless of nicotine content and destination state. To make other Tobacco Product Shipments, the Shipper must sign, agree to, and comply with the provisions set forth in an approved UPS agreement for the transportation of Tobacco Products. Shippers and receivers must comply with all applicable federal, state, provincial, or local laws or regulations, and all Tobacco Product Shipments must conform to the terms, conditions, restrictions, and prohibitions set forth at *www.ups.com/tobacco* at the time of shipping. It is the responsibility of the Shipper to ensure that a Shipment tendered to UPS, including a Tobacco Product Shipment, does not violate any federal, state, provincial, or local laws or regulations applicable to the Shipment. For all Tobacco Product Shipments, the Shipper must use Delivery Confirmation Adult Signature Required service requesting an adult signature at the time of delivery. UPS reserves the right to refuse to accept, transport, or deliver any Tobacco Product Shipment that UPS, in its sole and unlimited discretion, determines does not comply with UPS requirements for the shipment or any applicable law or regulation, and to discontinue any or all service to any Shipper for, among other reasons, tendering such a Shipment. UPS reserves the right to dispose of any Tobacco Product Shipment that Shippers are prohibited from shipping, that UPS is not authorized to accept, that UPS states that it will not accept, or that UPS has a right to refuse.

3.18 Prohibited Item Fee
Packages that contain any of the prohibited articles listed in the applicable Service Guide or the Terms are subject to additional charges, including but not limited to a Prohibited Item fee, if found in the UPS system. 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, if found in the UPS system. 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.

4. Provisions for Export and Customs Clearance of International Shipments

The Shipper (or the party tendering an international Shipment to UPS for service, referred to for purposes of this Section 4 as "Shipper") is responsible for compliance with all applicable U.S. export control requirements, and must provide UPS with all documentation and information required by the laws of the origin and destination countries for export and import of Shipments (i.e., for export and customs clearance). The Shipper is responsible for determining export and import licensing or permitting requirements for a Shipment, obtaining any required licenses and permits, and ensuring that the Consignee is authorized by the laws of the origin and destination countries to receive the Shipment. The Shipper must regularly review its import and export transactions and immediately notify UPS of any incorrect or incomplete information provided, including information filed with, or otherwise transmitted (whether in writing or electronically) to, a U.S. or other governmental agency. By tendering an international Shipment for service and providing UPS with documentation (including any Source Documents), the Shipper certifies that the documentation includes all required licenses and permits, that the statements in that documentation and any other information that the Shipper provides to UPS relating to exportation and importation are complete, true, correct, and in compliance with the laws of the origin and destination countries, and that the Consignee is authorized by the laws of the origin and destination countries to receive the Shipment. Furthermore, the Shipper understands that civil and criminal penalties including seizure and forfeiture, may be imposed for failing to provide UPS with all required documentation, licenses, permits, statements, and information, for making inaccurate, false, or fraudulent statements, or for violating U.S. or other country laws regulating exports or imports (see, e.g., 13 U.S.C. § 305; 18 U.S.C. §§ 545, 554 and 1001; 19 U.S.C. §§ 1595a and 1592; 22 U.S.C. § 401; and Subchapter C of 15 C.F.R. (i.e., The Export Administration Regulations)).

Shipper further authorizes UPS to share information generally considered

UPS® Tariff/Terms and Conditions of Service – United States

confidential under 19 CFR 111.24 or any applicable laws, rules, or regulations of countries other than the United States that govern the confidentiality of customs brokerage data, including but not limited to information concerning points of contact, addresses and telephone numbers, revenue, and customs entry data, with corporations owned by or under common ownership with UPS, with corporations owned and operated by United Parcel Service, Inc., Delaware, or with UPS's authorized service providers incidental to their provision of services.

When an international Shipment is tendered to UPS, UPS is thereby appointed as the agent for performance of customs clearance in the destination country to the extent allowed by law. The Shipper shall provide all Powers of Attorney and other authorizations required by applicable law for UPS to serve as the Shipper's agent to perform customs clearance in the destination country. 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.

Fines, penalties, liquidated damages, storage charges, or other expenses incurred as a result of an action by U.S. Customs and Border Protection (or any other U.S. or other country's government agency regulating imports or exports), or as a result of the failure of the Shipper or Consignee to provide complete, true, and correct documentation, statements, or information required by the laws of the origin and destination countries (including the failure to obtain a required license or permit) will be charged to the Shipper or Consignee along with any applicable duties, fees, or taxes, and any applicable late payment fees assessed by UPS. Unless a written agreement between UPS and the Shipper specifies otherwise, UPS reserves the right in its sole and unlimited discretion to charge the Shipper or Consignee for any such fines, penalties, liquidated damages, storage charges, expenses, duties, fees, taxes, or late payment fees. Regardless of any such written agreement specifying otherwise, in the event of non-payment by the Consignee, the Shipper is liable for all Charges.

The Shipper agrees to indemnify, defend, and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from any and all claims, demands, expenses, or liabilities including, but not limited to, fines, penalties, liquidated damages, storage charges, duties, fees, taxes, late payment fees, or other money due, arising from the transportation, importation, exportation, or customs clearance of Shipments on behalf of the Shipper, or arising from the Shipper's noncompliance with the laws of the origin and destination countries, or UPS requirements applicable to the Shipment.

UPS provides routine customs clearance through UPS Supply Chain Solutions® brokerage offices designated by UPS for handling customs clearance of Shipments at no additional charge, except for UPS® Standard to and from Canada Shipments, for which a brokerage service charge applies. Other UPS Supply Chain Solutions® customs brokerage offices charge fees for the clearance of Packages and freight. For UPS Standard to Mexico, UPS Supply Chain Solutions® customs clearance is required. Failure to do so will result in Packages automatically returned to Shipper.

Additional charges may apply for complex customs clearance procedures, which include, but are not limited to, the following:

- Clearance procedures involving a government agency other than U.S. Customs and Border Protection;
- Customs Bonds;
- Drawbacks;
- Formal entries involving more than three tariff lines;
- Live Entries;
- Country of Origin Marking; or
- Temporary Import Bonds (T.I.B.).

UPS is under no obligation, unless the customer requests in writing and UPS agrees in writing, to undertake any pre- or post-importation action including, but not limited to, obtaining binding rulings, advising of liquidations, filing protests, or filing petitions for relief.

UPS may prepay duties, fees, or taxes on behalf of the payer. For importation into the United States, a fee will be assessed and billed to the importer. A fee may also apply for shipments to other countries.

For any claims arising from import, export or customs clearance activities, the liability of UPS (including UPS Supply Chain Solutions) shall be limited to the lesser of (i) $50 per entry, filing, or transaction; or (ii) the amount of fees paid to UPS for such entry, filing, or transaction.

4.1 Electronic Export Information
If Electronic Export Information (EEI) is required to be filed through the Automated Export System (AES) under the Foreign Trade Regulations of the U.S. Bureau of the Census ("Census") (i.e., Part 30, 15 C.F.R.), and the Shipper has not filed the EEI and provided an Internal Transaction Number (ITN) to UPS to confirm that an EEI transaction was submitted to Census by the Shipper accepted and is on file in the AES, UPS will electronically file the required EEI on behalf of the Shipper, provided that all information required to file the EEI is supplied by the Shipper in the UPS Shipping System or other export documentation and UPS has received proper authorization or a Power of Attorney from the Shipper to complete and file the EEI. A processing fee will be assessed and billed to the Shipper. The Shipper is solely responsible for determining whether EEI is required to be filed through the AES for its shipment and for ensuring that the EEI is accurately and timely filed, whether by the Shipper or by UPS acting as the filing agent on behalf of the Shipper.

4.2 Certificate of Origin
UPS may, based solely on information that the Shipper furnishes, prepare a Certificate of Origin for goods manufactured and originating within the United States on behalf of the Shipper when one is required but not included with the export documents provided by the Shipper. When authorizing UPS to prepare a Certificate of Origin, the Shipper certifies that the information it provides to UPS is complete, true, and correct and that the completed Certificate of Origin complies with the laws of each country where a claim will be made that the goods are manufactured and originate in the United States. A processing fee will be assessed and billed to the Shipper.

4.3 UPS Paperless® Invoice Service
A Shipper must register with UPS and accept the UPS SCS Paperless Invoicing Terms and Conditions in advance of shipping to use UPS Paperless Invoice service, where such services are available. The Shipper also acknowledges that, by continuing to use UPS Paperless Invoice service, the Shipper is accepting any updates and revisions to the UPS SCS Paperless Invoicing Terms and Conditions. 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

UPS® Tariff/Terms and Conditions of Service – United States

other means on a UPS Automated Shipping System to electronically generate a paperless invoice, the Shipper authorizes UPS to use 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 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. 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.

4.4 Pre-Release Notification for Import Shipments

A Shipper or Consignee may request that UPS notify the Consignee prior to submission of a U.S. import Shipment to U.S. Customs and Border Protection so that the importer may validate the classification, valuation, or other import information. An additional fee applies for this service and will be billed to the importer or to the Shipper when the Shipper is selected as the payer of the duties and taxes for the Shipment.

4.5 Record-Keeping

The Shipper agrees and consents that UPS may preserve a record of the carriage for an international Shipment using means other than producing a copy of the air waybill. The Shipper has a duty to and is solely liable for maintaining all records as required under the export and customs or other laws of the origin and destination countries, unless otherwise agreed to in writing. UPS assumes no responsibility to act as a record-keeper or record-keeping agent for the Shipper.

5. UPS Import Control® Service

UPS Import Control® service allows a Shipper to process an import Shipment, including commercial invoice. Where available, a Shipper may use UPS Import Control® service to create a Print Import Label, Electronic Import Label, or 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 Shipments. UPS Import Control® service is available only in countries where UPS pickup services are available. An additional charge will be assessed for each unique UPS Import Control label.

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 Materials Shipments requiring shipping papers, firearms, or Shipments requiring Delivery Confirmation Services. C.O.D. service is 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 $1,000, the Shipper must ensure that a UPS high-value shipment summary is generated and signed by the UPS driver or UPS Customer Center representative upon tender of the Shipment to UPS. If no high-value shipment summary is obtained and signed, the maximum actual or declared value of each such Package or pallet is limited to $1,000.

Notwithstanding anything herein to the contrary, for all UPS Import Control® Shipments tendered to UPS for export from the U.S., that transit the U.S., or that contain U.S.-origin goods, the sender or tendering party is the exporter for purposes of the Export Administration Regulations ("EAR"), and it shall be responsible for determining licensing authority (license, license exception, or NLR) and obtaining the appropriate license or other authorization as provided in Section 4 ("Provisions for Export and Customs Clearance of International Shipments"). In no event shall a party arranging for UPS Import Control® service provide a writing assuming responsibility for determining licensing requirements and obtaining license authority for any UPS Import Control Shipment to the tendering party. UPS does not agree to serve as the exporter for purposes of the EAR.

6. Right of Inspection

UPS reserves the right in its sole and unlimited discretion to open and inspect any Shipment tendered to it for transportation, but is not required to do so.

7. Refusal of Service

UPS reserves the right to refuse to provide service, among other reasons, 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, as determined by UPS in its sole judgment.

Before accepting any Shipment, UPS reserves the right to require sufficient verification, as determined by UPS in its sole and unlimited 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 or 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 and unlimited discretion, determines that it is unsafe or economically or operationally impracticable to provide service, that its services are being used in violation of federal, state, or local law, or for fraudulent purposes, or when the account of the person or entity responsible for payment is not in good standing.

UPS® Tariff/Terms and Conditions of Service – United States

8. Packaging

It is the responsibility of the Shipper to ensure that proper packaging is used and that contents are adequately and securely packed, wrapped, and cushioned for transportation. Shipments must be so packed or wrapped as to meet UPS's published standards related thereto set forth in the Service Guide, or on the *ups.com* website, and as to pass tests set forth in the International Safe Transit Association ("ISTA") Procedure 3A, Procedure for Testing Packaged Products, published by ISTA. Acceptance of tender by UPS is not an indication that a Package is packed in accordance with UPS's published standards. 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.

Shipments containing goods of high value or high risk, including without limitation jewelry, 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 Package.

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 with "Fragile," orientation markings (e.g., "UP" arrows or "This End Up" markings), or any other similar such markings.

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, see the packaging guidelines located at the *ups.com* website. The guidelines advise against the use of UPS Express® Envelopes, UPS Express® Pak, or UPS 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. Shipper must ensure that pallets and packaging comply with all applicable laws and regulations of the origin and destination country.

9. Use of UPS-Provided Materials and Services

UPS-provided materials including, but not limited to, packaging materials and supplies, envelopes, labels, label printers, shipping documents, publications and products are provided solely for the use of UPS Shippers to obtain UPS services on their behalf and to interact with UPS. Any other use of such UPS-provided materials is strictly prohibited.

UPS Express® Envelopes, UPS Express® Pak, UPS Express® Boxes, UPS Express® Tubes, UPS 10 KG Box and UPS 25 KG Box packaging may not be used for UPS® Ground, UPS® Standard, UPS 3 Day Select®, or UPS Worldwide Expedited® Shipments.

Under no circumstances may a Shipper sell any UPS-provided materials, products, or services to any third party without prior written authorization from UPS.

A weekly charge applies for use of UPS-provided thermal label printers.

10. Use of UPS Accounts

UPS account holders are prohibited from permitting the use of their UPS accounts by any third party to process or tender a Shipment to UPS without prior written approval from UPS. UPS account holders are also prohibited from using their UPS accounts to process or tender a Shipment to UPS on behalf of any third party without prior written approval from UPS.

11. Use of UPS Electronic Information Systems

Use of UPS electronic information systems to which Shippers are granted access by UPS and which are accessed by means of hardware, software, or internet interfaces, including UPS Shipping Systems, are subject to and will be governed by the terms in effect at the time of shipping for the relevant system, including without limitation, the UPS Technology Agreement, the iShip® Master Enterprise Service Agreement, the ConnectShip® End User License Agreement, or that agreement licensing use of a UPS Ready® solution.

12. Timely Upload of PLD; Missing PLD Fee

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, Ship to a UPS Access Point® location, UPS Delivery Intercept® service, and UPS Proactive Response® service. 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. In addition, a processing fee will be charged for missing PLD if Shipper does not upload all applicable PLD information to UPS prior to Package Delivery.

12.1 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 use such PLD Contact(s) and may send notifications to the Shipment's associated PLD Contact(s) related to the delivery of such Shipment and actions the PLD Contact(s) may take with respect to the Shipment. The PLD Contact(s) may be invited to enroll in UPS My Choice® to take these actions. 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 actions the PLD Contact(s) may take with respect to the Shipment and for use by UPS of the PLD Contact(s) as provided above, 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

UPS® Tariff/Terms and Conditions of Service – United States

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.

The Shipper agrees that UPS and its representatives may contact the Shipper at any telephone number UPS has on file for the Shipper, including through the use of auto-dialed and/or prerecorded calls and text messages.

13. ZIP Code/Postal Code Information

The Receiver's ZIP Code is a required part of the address for domestic Shipments. When available, ZIP+4 should be used. The Receiver's postal code, telephone number, and contact name are required parts of the address for international Shipments.

14. P.O. Boxes

UPS does not provide Delivery to a P.O. Box. The Shipper must make every effort to obtain a street address. If the Shipper should use a P.O. Box address, the recipient's telephone number must be included. A Package addressed to a P.O. Box may experience delays, is not covered by any UPS Service Guarantee, and is subject to an Address Correction charge. Army Post Office (APO) and Fleet Post Office (FPO) addresses are not accepted.

15. UPS Customer Center and UPS Worldwide Express Freight® Center

Before accepting a Shipment tendered for transportation or releasing any Shipment at a UPS Customer Center or a UPS Worldwide Express Freight® Center to a Consignee or other recipient, UPS reserves the right to require sufficient verification, as determined by UPS in its sole and unlimited 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 and unlimited discretion. Persons tendering or picking up Shipments on behalf of a business may be required to provide identification issued by the business and a government-issued identification. A Residential Consignee will be required to provide a government-issued identification. UPS reserves the right to require payment to be made at Customer Centers and UPS Worldwide Express Freight® Centers by payment card only.

16. Third-Party Retailer

The UPS Store® locations are independently owned and operated by licensed franchisees of The UPS Store, Inc., a subsidiary of United Parcel Service, Inc., and are not agents of UPS. Other Third-Party Retailers are independently owned and operated businesses and are not agents of UPS. UPS assumes no liability other than to the Third-Party Retailer as the Shipper of the Package, for lost, damaged or delayed Packages sent by the Third-Party Retailer. Any such liability to the Third-Party Retailer is subject to the limitations set forth in the Terms. All inquiries regarding Packages shipped by any Third-Party Retailer must be directed to the Third-Party Retailer that shipped the Package. UPS will deal solely with the Third-Party Retailer in all matters concerning Packages shipped by any Third-Party Retailer including, but not limited to: tracking/tracing requests; claims and guarantees; C.O.D. preparation and remittance; return of undeliverable Packages; proper packaging and labeling; and billing. Even if UPS responds directly to customers of the Third-Party Retailer regarding tracking requests, UPS will not be liable to those customers. The Third-Party Retailer is solely responsible for the issuance of any refunds and claims to those who shipped Packages by the Third-Party Retailer. For any Package shipped by the Third-Party Retailer with a declared value in excess of $1,000, the Third-Party Retailer must provide a copy of the high-value control log to UPS at the time of tender of the Package. The Third-Party Retailer shall not ship any articles which UPS does not accept for transportation. The Third-Party Retailer shall indemnify and hold harmless UPS in any action against UPS arising from the loss, damage, or delay of a Package shipped by the Third-Party Retailer.

17. 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 and size and actual and declared value, as set forth in the applicable Service Guide and 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. Shipments not picked up within seven (7) calendar days (or other time selected by the Shipper) will be considered undeliverable, and may be returned to the Shipper. See further details in Section 37 ("Special Handling of Undeliverable Shipments; Refused Shipments Returned"). 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 government-issued identification.

17.1 Ship to a UPS Access Point Location Service

Subject to an additional charge and 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 12.1 ("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® Tariff/Terms and Conditions of Service – United States

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 service options for Ship to a UPS Access Point location service must be selected when the Package is processed for shipment, where available and subject to additional charges.

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

17.2 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.

17.3 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.

18. Pickup Services – Scheduled

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.

19. UPS On-Call Pickup® Service

When UPS On-Call Pickup® service is requested by the Shipper, UPS will arrange (where reasonably practicable) a pickup at the Shipper's location. An additional charge for UPS On-Call Pickup® service will be assessed.

UPS On-Call Pickup® service from a Residential address will be assessed an additional surcharge for residential pickup. If the Residential address is in a remote or less accessible area as designated by UPS, an additional surcharge for extended area or remote Residential pickup also will apply.

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 UPS On-Call Pickup® service applies to any UPS Worldwide Express Freight® Service.

20. Saturday Air Processing Fee; Saturday Export Processing Fee; Saturday Stop Charge

UPS offers Saturday pickup of UPS Air Services Packages and UPS Hundredweight Service® Air Services Shipments for Delivery in the United States and Puerto Rico where such services are available and subject to a processing fee. UPS offers Saturday pickup of UPS Worldwide Express Plus, UPS Worldwide Express, and UPS Worldwide Saver Shipments for Delivery to select destination countries where such services are available and subject to a processing fee. Saturday pickup is available for domestic UPS 3 Day Select® Service, UPS Ground, UPS Ground with Freight Pricing, UPS Hundredweight Service® UPS 3 Day Select, and UPS Hundredweight Service Ground Shipments in select areas (these areas are referred to here as "Saturday Ground Service Territories"). Within Saturday Ground Service Territories, a Saturday Stop Charge that varies depending on the type of pickup service selected will apply any time the Shipper requests that UPS pick up any Packages on a Saturday, in addition to any Saturday Air Processing fee(s), regardless of whether there are packages to be picked up that day. Refer to the Service Guide for an explanation of applicable charges associated with pickup service on Saturdays.

The Shipper should contact UPS for information regarding UPS's Saturday pickup area. Refer to UPS's website for Delivery commitment information applicable to Packages picked up on Saturday. Saturday pickup service is provided by the following methods:

– 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.

UPS® Tariff/Terms and Conditions of Service – United States

– At the Shipper's option, UPS will call at the Shipper's premises every Saturday, excluding holidays, to pick up qualifying Shipments.

– Shippers with UPS Smart Pickup service may schedule a Saturday pickup by processing a qualifying Package for pickup each Saturday, excluding holidays, on which the service is needed. Refer to Section 18 ("Pickup Services—Scheduled") for additional information regarding scheduling a pickup via UPS Smart Pickup service.

The Saturday Air Processing fee (formerly referred to as a "Saturday Pickup" charge) will be assessed for each UPS Air Services Package or each UPS Hundredweight Service® Air Services Shipment processed using a UPS Shipping System, tendered to UPS, or tendered to a Third-Party Retailer on a Saturday, in addition to any applicable UPS On-Call Pickup® charge and Saturday Stop Charge.

The Saturday Export Processing Fee will be assessed for each UPS Worldwide Express Plus, UPS Worldwide Express, or UPS Worldwide Saver Shipment processed using a UPS Shipping System, tendered to UPS, or tendered to a Third-Party Retailer on a Saturday, in addition to any applicable UPS On-Call Pickup® charge and Saturday Stop Charge.

Where a Saturday pickup is requested but there are no Packages to be picked up, a minimum processing fee will be assessed outside Saturday Ground Service Territories.

21. Drop Shipment

A unique Drop Shipper account number will be assigned to approved Shippers and must be used solely for the origin and destination locations as specified in the UPS Drop Ship Letter of Understanding or as required by UPS.

UPS reserves the right to refuse any Drop Shipment request, in its sole and unlimited discretion, including, but not limited to, any Drop Shipment that is operationally or economically impracticable to transport. A request for Drop Shipment service is not reasonable unless the Shipper makes a prior arrangement with UPS, agreed to in advance by UPS, as to timing, location, and volume of the Drop Shipment.

When a Shipper, through prior arrangements with UPS, tenders Packages at UPS's receiving stations with a return address requiring a movement greater than a Zone 2 movement from the point of tender, any undelivered Packages will be returned automatically and will be charged at the rate applicable between the point of tender and the return address. The effective UPS Rates for the applicable shipment will apply.

UPS does not accept, and Shippers are prohibited from shipping, any Package via a Drop Shipment that contains Hazardous Materials, except for Limited Quantity Packages that are tendered for UPS Ground service in the 48 contiguous United States.

22. Delivery

UPS does not limit Delivery of a Shipment to the person specified as the Receiver in the UPS Shipping System. Unless the Shipper uses Delivery Confirmation service requiring a signature, UPS reserves the right, in its sole and unlimited discretion, to make a Delivery without obtaining a signature.

23. Direct Delivery Only Surcharge

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 and UPS My Choice® requests, other than requests to hold for will call at a UPS Customer Center) and (2) delivery to a UPS Access Point® location following a first delivery attempt at a Residential address.

Packages containing firearms must use Direct Delivery Only service.

Direct Delivery Only does not limit UPS Delivery Intercept® requests or Delivery pursuant to UPS's driver release or Shipper 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.

24. Residential Surcharge

A Residential Surcharge will apply if either the delivery address entered in the UPS Shipping System or the actual delivery address is considered Residential (regardless of a Shipper's designation of the address as Commercial).

25. Delivery Area Surcharge

A Delivery Area Surcharge or Extended Delivery Area Surcharge will apply to each Package delivered to certain ZIP Codes within the 48 contiguous states. A Remote Area Surcharge will apply to each Package delivered to, and any UPS On-Call Pickup service from, certain ZIP Codes within Alaska and Hawaii. Refer to the Area Surcharge listing at *ups.com/rates* for the listings of effective applicable ZIP Codes for the Delivery Area Surcharge, Extended Delivery Area Surcharge and Remote Area Surcharge.

A Delivery Area Surcharge, Extended Delivery Area Surcharge or Remote Area Surcharge, respectively, will apply if either the delivery (or pickup, where applicable) address entered in the UPS Shipping System or the actual delivery (or pickup, where applicable) address falls within ZIP Codes designated by UPS as subject to such charges. Such charges apply in addition to all other applicable Charges, including but not limited to the Residential Surcharge.

26. Delivery Attempts; UPS Access Point® Locations

If UPS is unable to deliver a Shipment, a notice will be left at the Consignee's address stating that Delivery has been attempted. Thereafter, a second and, if necessary, a third attempt to deliver the Shipment may be made without additional charge. Shipments not delivered after three attempts will be considered undeliverable and may be returned to the Shipper. See further details in Section 37 ("Special Handling of Undeliverable Shipments; Refused Shipments Returned").

For Residential deliveries and where available, UPS may in its sole and unlimited discretion, after the first 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 and subsequent Delivery attempts are subject to additional charges which will be assessed to the Consignee. Refer to Section 31 ("Delivery Change Requests") for further information.

UPS® Tariff/Terms and Conditions of Service – United States

27. Hold for Pickup and Hold at Location Services

At the time a Shipper tenders a Shipment to UPS, the Shipper may request that UPS hold a domestic Package at a designated UPS Customer Center 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 designated UPS Customer Center. In addition, the Shipper will apply a UPS Hold for Pickup label below the address label on the Shipment. Hold for Pickup is not available for international Package shipments.

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® Center location for pickup by the Consignee (Hold at Location). 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® Center address not required).

UPS will hold the Shipment at the designated UPS Customer Center or UPS Worldwide Express Freight® Center 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.

28. Shipper Release

A Shipper may request that UPS release a Shipment on the first Delivery attempt. When Shipper Release is selected, UPS will make only one Delivery attempt, a signature will not be obtained upon Delivery, and a UPS Delivery record showing a completed Shipper Release delivery shall be conclusive proof that Delivery was completed. Shipper Release is provided solely at the Shipper's risk of loss or damage arising from the release of the Shipment by UPS and UPS will not be liable for any damages arising from the release of the Shipment.

29. UPS carbon neutral

A Shipper may request that UPS offset the climate impact of a Shipment via UPS carbon neutral service by selecting UPS carbon neutral at the time a Shipment is tendered to UPS. By selecting UPS carbon neutral, 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 and unlimited discretion to offset calculated carbon dioxide emissions. UPS carbon neutral is available only for Shipments shipped using a UPS Automated Shipping System. An additional charge will be assessed for each Package or pallet.

30. UPS Delivery Intercept® Service

After a domestic 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.

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 a UPS Zone 2, 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 37 ("Special Handling of Undeliverable Shipments; Refused Shipments Returned").

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

31. Delivery Change Requests

After the Receiver has received notice from UPS that Delivery has or will be attempted, the Receiver may request that UPS hold a Package for pickup at a UPS Customer Center. In addition, a Commercial Receiver may request that UPS return a Package to the Shipper before Delivery is attempted. After the Receiver has received notice from UPS that Delivery has been attempted, the Receiver may request that UPS return a Package to the Shipper, hold for future Delivery, reroute a Package, direct eligible Packages 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 (collectively, "Delivery Change"). A UPS InfoNotice® tag is required for requests to reroute.

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, redelivered, 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 a UPS Zone 2, additional Charges also 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 37 ("Special Handling of Undeliverable Shipments; Refused Shipments Returned").

For UPS Worldwide Express Freight® Service pallets, after the Receiver has received notice from UPS that Delivery

UPS® Tariff/Terms and Conditions of Service – United States

will occur, the Receiver may request that UPS hold a pallet at a UPS Worldwide Express Freight® Center. After the Receiver has received notice from UPS that Delivery has been attempted, the Receiver may request that UPS return a pallet to the Shipper, hold for future Delivery, or make a Delivery Reattempt. Delivery Reattempt charges will apply to subsequent attempts to deliver UPS Worldwide Express Freight® Service 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 honor 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 may restrict Delivery Change Requests at the request of the Shipper. Delivery Change Requests for Packages containing firearms are not available. Delivery Change Requests to reroute or direct to a UPS Access Point location are not available for international Packages. It is the responsibility of the Receiver to ensure that a Delivery Change Request complies with all federal, state and local laws and regulations applicable to the Shipment.

32. Correction of Addresses

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 ZIP 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 will be assessed to the Shipper for an address correction or completion.

33. Saturday Delivery

UPS offers Saturday Delivery by request for certain Delivery areas for certain UPS Air Services and international services, as set forth in the Service Guide. To request Saturday Delivery for these services, a Shipper must indicate the selection in the UPS Shipping System and attach a Saturday Delivery routing label to each Package or pallet. Refer to UPS's website for available Saturday Delivery areas for these services. Where Saturday Delivery is requested, an additional charge will be assessed for each such Shipment for Saturday Delivery and will be billed to the payer of the Charges.

Saturday Delivery is also available without an additional charge for certain Delivery areas for certain UPS Air Services and international services, but not by request. Refer to UPS's website for Saturday Delivery commitment information for these services. Where Saturday Delivery is available for such Shipments, a Saturday routing label is not required.

UPS offers Saturday Delivery by request to Commercial delivery addresses within Saturday Ground Service Territories for UPS 3 Day Select, UPS Ground, UPS Ground with Freight Pricing, UPS Hundredweight Service UPS 3 Day Select, and UPS Hundredweight Service Ground Shipments. To request Saturday Delivery for these services, a Shipper must indicate the selection in the UPS Shipping System. Refer to UPS's website for available Saturday Delivery areas for these services. Where Saturday Delivery is requested, an additional charge will be assessed for each such Shipment for Saturday Delivery and will be billed to the payer of the Charges.

Saturday Delivery is also available within Saturday Ground Service Territories for UPS 3 Day Select, UPS Ground, UPS Ground with Freight Pricing, UPS Hundredweight Service UPS 3 Day Select, UPS Hundredweight Service Ground, UPS Standard from Canada, and UPS Standard from Mexico Shipments, but not by request. Refer to UPS's website or call 1-800-PICK-UPS® (1-800-742-5877) for Saturday Delivery commitment information for these services. Where Saturday Delivery is available for these services, there is no additional charge, except as set forth herein. Commercial Consignees in Saturday Ground Service Territories must pay for a Saturday Stop Charge – Scheduled Pickup and opt in to be eligible to receive such deliveries on Saturday.

34. Delivery Confirmation Services

UPS provides the following Delivery Confirmation Services. An additional charge applies for each service:

34.1 Delivery Confirmation (domestic only)
A Shipper may request Delivery Confirmation Service by indicating Delivery Confirmation in a UPS Automated Shipping System. Delivery Confirmation information will include the date of Delivery and either the name of the recipient or the disposition of the Package; or, in the event of a return, the reason for the return and the date processed. Delivery Confirmation information is available online or by mail. Where applicable, only valid UPS accounts will receive responses via mail.

34.2 Delivery Confirmation Signature Required (domestic and international)
A Shipper may request UPS to obtain the recipient's signature on Delivery. 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 acknowledgment of receipt or authorization to release without a signature upon delivery pursuant to the UPS My Choice® service from the recipient when this option is selected. Delivery Confirmation information, including signatures where applicable, is available online.

34.3 Delivery Confirmation Adult Signature Required (domestic and international)
A Shipper may request UPS to obtain the signature of an adult 21 years of age or older on Delivery. 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. UPS reserves the right to assess the Shipper the additional charge for this service when the Shipper requests UPS to obtain

UPS® Tariff/Terms and Conditions of Service – United States

an adult signature on Delivery and an approved UPS label is not affixed to the Package or pallet indicating such request, or, the Shipper tenders a Package or pallet that, based upon its contents, requires an approved UPS label requesting an adult signature upon Delivery and no such label has been affixed to the Package or pallet. Delivery Confirmation information, including signatures where applicable, is available online.

35. Proof of Delivery (P.O.D.)

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 United States Postal Service for mail.

36. Tracking/Tracing and Refund Request Charge

UPS reserves the right to assess a Shipper an additional charge per request for each Tracking/Tracing and Refund Request initiated by or at the request of the Shipper. This charge will not be assessed for the first 50 tracking requests per calendar week, or for a quantity of tracking requests equal to or less than 20 percent of the Shipper's volume for that week, whichever is greater. This charge will not be assessed for a quantity of tracing requests equal to or less than two percent of the Shipper's volume for that week. UPS also reserves the right to assess the Shipper a charge set forth in the effective UPS Rates for Service Guarantee refund requests when the subject Shipment was delivered in accordance with the applicable UPS Service Guarantee in the effective Terms.

37. Special Handling of Undeliverable Shipments; Refused Shipments Returned

Shipments refused by the Consignee, or which are undeliverable for any reason, will be returned to the Shipper at Shipper's expense, including, but not limited to, forwarding costs, return transportation charges and all other applicable Charges, duties, and taxes. Such Charges will be calculated as a newly-initiated Shipment between the original delivery address and the return 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 delivery address. Undeliverable international Shipments returned to the Shipper also are subject to an undeliverable Shipment surcharge set forth in the effective UPS Rates. The UPS Service Guarantee does not apply to undeliverable Shipments 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.

38. C.O.D. Service

UPS accepts C.O.D. Packages for Delivery in the United States and Puerto Rico. C.O.D. service is not provided for international Shipments except for international Shipments originating in Canada for Delivery in the United States. C.O.D. service is not available for UPS Worldwide Express Freight Services from any origin.

38.1 Preparation and Listing of C.O.D. Packages

Shippers not using a UPS Automated Shipping System must prepare and attach to each C.O.D. Package a UPS® C.O.D. tag showing the amount to be collected and enter such amount in the space provided for that purpose.

Shippers using a UPS Automated Shipping System will generate, and apply to each C.O.D. Package, a system-generated address label with a C.O.D. bar code and the amount to be collected for each individual Package. Each C.O.D. Package in a UPS Hundredweight Service® or UPS Ground with Freight Pricing C.O.D. Shipment must carry a C.O.D. tag or system-generated label for the goods contained in that Package.

38.2 Responsibility for C.O.D.s

Upon Delivery of each C.O.D. Package, UPS will attempt to collect the amount shown on the C.O.D. tag or the system-generated label attached to the Package and transmit to the Shipper the amount so collected (subject to the terms in Section 38.9, "Remittance of C.O.D.s," below), or, if collection cannot be made, will return the Package to the Shipper. The Shipper must notify UPS within 45 days from the date of shipment of a C.O.D. Shipment if the Shipper has not received payment of the C.O.D. amount, or any claim relating thereto shall be deemed waived. Suits shall be instituted within two years after denial of any portion of the claim.

If collection cannot be made within three Delivery attempts, or the Consignee refuses Delivery, UPS will return the Package to the Shipper.

38.3 Consignee's Checks in Payment of C.O.D.s

Unless instructions to collect a cashier's check or money order only are shown on the C.O.D. tag (in conformity with the instructions on the tag) or system-generated label, UPS will accept a check or other negotiable instrument issued by or on behalf of the Consignee. When instructions to collect a cashier's check or money order only are clearly indicated on the C.O.D. tag or system-generated label, UPS reserves the right to accept a cashier's check, money order, official bank check, or other similar instrument issued by or on behalf of the Consignee.

All checks or other negotiable instruments (including cashier's checks, official bank checks, money orders, and other similar instruments) tendered in payment of C.O.D.s will be accepted by UPS based solely upon the Shipper assuming all risk relating thereto, including, but not limited to, risk of non-payment, insufficient funds, and forgery, and UPS shall not be liable upon any such instrument.

All checks or other negotiable instruments (including cashier's checks, official bank checks, money orders, and other similar instruments) will be transmitted to the Shipper together with UPS's own check if Consignee check(s) collected are for less than the C.O.D. amount. Remittances (checks, money orders, etc.) received that are less than the C.O.D. dollar amount indicated by the Shipper will be reimbursed for the full amount unless the variance of the amount remitted is less than $1.00.

UPS® Tariff/Terms and Conditions of Service – United States

38.4 C.O.D. Package of $10,000 or More

UPS may require payment for any C.O.D. Package of $10,000 or more to be received in a single check or other negotiable instrument such as a cashier's check, money order, official bank check, or other similar instrument.

38.5 Acceptance of Personal Check
In the event that UPS accepts a personal or company check when a Shipper has properly instructed UPS to collect a cashier's check or money order only, UPS reserves the right, in its sole and unlimited discretion, to deposit into a UPS account the personal or company check collected and to provide the Shipper with a check issued by UPS.

38.6 C.O.D. Remittance Verification
In the event that a Shipper timely notifies UPS that the Shipper has not received payment of the C.O.D. amount, if UPS's records show that it collected a C.O.D. payment and the remittance has not been cashed, UPS may, in its sole and unlimited discretion, provide the Shipper with a digital image of the check or money order along with a C.O.D. Remittance Verification in order to assist the Shipper in locating the missing C.O.D. payment. If the Shipper is still unable to locate the C.O.D. payment, UPS may, in its sole and unlimited discretion, provide the Shipper with an indemnified C.O.D. check or money order, which is a digital image of the original payment collected by UPS at the time of Delivery and can be deposited in a bank, provided that the original check or money order has not previously been deposited or negotiated. If the indemnified check or money order turns out to be invalid for any reason including, but not limited to, insufficient funds or forgery, UPS shall not be liable upon the instrument.

38.7 Restrictions
C.O.D.s are accepted for amounts up to $50,000 per Package.

C.O.D. Packages with an amount to be collected in excess of $500 are not accepted for transportation via a UPS Drop Box.

Entry of a C.O.D. amount is not a declaration of value for carriage. Payment of the C.O.D. charge does not constitute payment of the declared value charge.

UPS will not accept currency in any amount for payment of C.O.D. Shipments.

38.8 Charges for C.O.D. Collections
An additional charge will be assessed for each C.O.D. Package tendered to UPS.

38.9 Remittance of C.O.D.s
Subject to the following provisions of this Section, UPS shall remit C.O.D. collections to the Shipper after the date of collection.

The Shipper irrevocably authorizes UPS to apply, in its sole and unlimited discretion and without prior notice to the Shipper, any C.O.D. collections to any past due Charges owed by the Shipper. To this end, if there are any past due Charges owed by the Shipper, the Shipper hereby (a) irrevocably assigns and transfers to UPS all of the Shipper's right, title and interest in and to each check or other negotiable instrument for payment of a C.O.D. that is received by UPS or its employee or agent, and (b) constitutes and appoints UPS as the Shipper's attorney-in-fact and authorizes UPS, in the Shipper's name, place, and stead, to endorse any such check or other negotiable instrument with the Shipper's name, to deposit the same into any UPS account, and to apply the proceeds of the same against any past due Charges owed by the Shipper. The Shipper acknowledges and agrees that such appointment of UPS as the Shipper's attorney-in-fact is coupled with an interest and is irrevocable. UPS may exercise any of its rights under this Section either directly or through any employee or agent.

The Shipper relinquishes, waives, and agrees not to assert any claim against UPS or any of its employees or agents, any Consignee, any collecting or paying bank, or any other person or entity, that may directly or indirectly arise as a result of UPS's exercise of any of its rights under this Section "Remittance of C.O.D.s." Without diminishing any of UPS's rights under the preceding sentence, the Shipper agrees that UPS and such other persons or entities shall not be liable to the Shipper or any other person or entity for any special, incidental, or consequential damages in any claim made with respect to UPS's exercise of any such rights.

The Shipper agrees that, following UPS's application of any C.O.D. collections to any past due Charges owed by the Shipper in accordance with this Section, the Shipper will continue to be fully liable for the payment of all remaining Charges owed by the Shipper (including, without limitation, (i) any Charges that are not covered by the application of the C.O.D. collections, and (ii) any Charges relating to a previously applied C.O.D. collection that is reversed by reason of the uncollectibility of the C.O.D. check or other negotiable instrument or otherwise).

Nothing in this Section shall constitute an election of remedies by UPS or any other person or entity or a waiver of any of the rights of UPS or any other person or entity under the remaining provisions of the Terms or at law or in equity.

39. UPS Returns® Services

Where available, UPS offers UPS Returns® Services (including UPS Authorized Return Service®, Print Return Label, Electronic Return Label, Print and Mail Return Label, 1 UPS Pickup Attempt, 3 UPS Pickup Attempts, UPS Returns® on the Web, and UPS Returns® Exchange). 3 UPS Pickup Attempts is not available for UPS Worldwide Express Freight® Service Shipments. UPS Authorized Return Service® requests and UPS Returns® Exchange requests are contractual Package services only.

An additional accessorial charge applies to each UPS Returns® Services Package or pallet and will be assessed when the service is requested, unless the applicable Service Guide specifically provides otherwise. The applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied. After entering the UPS system, a Package or pallet returned will be charged the rate calculated from the pickup location to the destination via the service selected. The Shipper is solely responsible for controlling the generation and dissemination of labels for UPS Authorized Return Service® Packages and pallets, and will remain liable for all Charges on any Shipment tendered on Shipper's account at any time, including after termination of the contractual service.

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 Shipments requiring shipping papers, firearms, and Shipments requiring Delivery Confirmation Services.

C.O.D. (Collect on Delivery) service is not available for UPS Returns® Services Packages. Third Party Billing is not available for UPS Returns® Services in the United States.

UPS® Tariff/Terms and Conditions of Service – United States

Third Party Billing is available for UPS Returns® Services outside the United States.

UPS Returns® Services Shipments are subject to maximum declared values. See Section 55.1, "Maximum Declared Values."

40. UPS Rates

The applicable UPS Rates are determined on the basis of Shipment and Shipper characteristics, including Shipment weight and size and origin to destination distance, and are subject to change. Except as otherwise stated in the Terms, all charges, fees, or surcharges shall be those set forth in the UPS Rates in effect at the time of shipping.

To determine the amount of any Charges for UPS service, consult the UPS Rates in effect at the time of shipping. The effective UPS Rates are available at *www.ups.com* and upon request at the local UPS office.

Shippers are responsible for providing accurate and complete Shipment information in the UPS Shipping System used, including service selected, number, weight, and dimensions of Shipments. If any aspect of the Shipment information is incomplete or incorrect as determined by UPS in its sole and unlimited discretion, UPS may adjust Charges at any time.

If multiple Packages are tendered for transportation, at the same time or at different times, using the same shipping label and tracking number or a shipping label altered without UPS's express authorization, each of which is prohibited, UPS reserves the right to refuse service or to apply Charges to each such Package in its sole and unlimited discretion.

UPS reserves the right in its sole and unlimited discretion to use any mode of transportation whatsoever to provide the service selected by the Shipper. Regardless of the mode of transportation used, the effective UPS Rates for the service selected by the Shipper shall apply. If, however, a Shipper selects a UPS service to a destination for which only a higher level of service is available, UPS will substitute the next higher level of available service and will charge the corresponding rate for the substituted service.

40.1 Daily Rates and Retail Rates

Daily Rates apply to UPS account holders who received Daily Rates prior to July 11, 2016, to Shippers who establish a six-digit UPS account on or after July 11, 2016, or as UPS may otherwise agree in writing. Shippers who do not receive Daily Rates will be charged Retail Rates. Retail Rates also apply to Shipments processed and paid for at The UPS Store® locations or UPS Customer Centers, except that charges for Value-Added Services and Other Charges may vary from those set forth in the Retail Rates.

Shippers who drop off at any The UPS Store® location, UPS Access Point location or a UPS Customer Center Packages that have already been processed prior to drop off will receive the rates applicable to the transaction. UPS Worldwide Express Freight® Service pallets that are processed as door-to-door pallets prior to drop off at a UPS Worldwide Express Freight® Center will receive door-to-door rates.

40.2 UPS® Simple Rate

UPS Simple Rate is available only for domestic Packages shipped within the U.S. 50 states with an actual weight of 50 pounds or less and a size of 1,728 cubic inches or less. The applicable rate is determined based on Package size in cubic inches and the service selected, as set forth in the applicable Service Guide. Packages that exceed 50 pounds in actual weight or 1,728 cubic inches in size may be assessed the applicable rate for the service selected in effect at the time of shipping, without UPS Simple Rate pricing or application of any discounts or reduction of any type, in UPS's sole and unlimited discretion.

UPS Simple Rate pricing is available for UPS Next Day Air Saver,® UPS 2nd Day Air,® UPS 3 Day Select,® and UPS® Ground Shipments. Separate rates for Shipments originating in or destined to Alaska and Hawaii are available for certain service levels, as set forth in the applicable Service Guide. UPS Returns® Service options for UPS Simple Rate are limited to UPS Print Return Label Service only. UPS Simple Rate is not available for use with UPS Hundredweight Service, Hazardous Materials Shipments, and Third Party or collected billed Shipments. UPS Simple Rate Shipments must be processed through *ups.com* shipping or another UPS Automated Shipping System, where available. UPS Simple Rate may not be available through all UPS shipping systems.

The following surcharges do not apply to UPS® Simple Rate Shipments: Residential Surcharge, Delivery Area Surcharge, Delivery Area Surcharge Extended, and fuel surcharges. All other charges apply to UPS Simple Rate Shipments, including but not limited to any accessorial charge or surcharge.

No waiver, discount, or reduction of any type to UPS Simple Rate shall apply unless UPS agrees in writing to such waiver, discount, or reduction with specific written reference to UPS Simple Rate.

40.3 Letter Rates

Letter Rates for domestic Shipments are available only for UPS Express® Envelopes containing correspondence, urgent documents, or electronic media, with an actual weight of eight ounces or less. UPS Express® Envelopes containing items other than those listed or weighing more than eight ounces will be assessed the corresponding rate for the applicable weight. For international Shipments, UPS Express® Envelopes may be used only for single package documents of no commercial value (which may include electronic media in some countries), with an actual weight of eight (8) ounces or less. UPS Express® Envelopes containing other items, or weighing more than eight (8) ounces will be assessed the corresponding rate for the applicable weight (except as expressly set forth in Section 40.4 ("Pak Rates")).

40.4 Pak Rates

Pak Rates are available only for UPS Worldwide Express Plus,® UPS Worldwide Express,® and UPS Worldwide Saver® single package U.S. export shipments in UPS Express® Envelopes containing correspondence, urgent documents, or electronic media, with an actual weight of more than eight ounces but less than or equal to two pounds; or when UPS Express® Pak is selected at the time of shipping, the customs value of the Package is less than or equal to $100.00, and the weight of the Package is two pounds or less. UPS Express® Pak shipments weighing more than two pounds will be assessed the corresponding applicable UPS Rates for the Shipment.

40.5 UPS 10 KG Box and UPS 25 KG Box Rates

UPS 10 KG Box and UPS 25 KG Box Rates apply to UPS Worldwide Express Plus®, UPS Worldwide Express®, and UPS Worldwide Saver® single package U.S. export Shipments, using UPS 10 KG Box and 25 KG Box packaging. Shipments that exceed 10 KG and 25 KG, respectively, will be assessed the applicable UPS Rates for the actual weight and service selected.

UPS® Tariff/Terms and Conditions of Service – United States

40.6 Private Express Statutes
The Shipper shall comply with the requirements of the Private Express Statutes when using UPS 2nd Day Air® A.M. and UPS 2nd Day Air® services.

40.7 Rates for Large Packages; Large Package Surcharge
For domestic Shipments, a Package is considered a "Large Package" when its length (longest side of the package) plus girth [(2 x width) + (2 x height)] combined exceeds 130 inches, or its length exceeds 96 inches.

For international Shipments, a Package is considered a "Large Package" when its length (longest side of the package) plus girth [(2 x width) + (2 x height)] combined exceeds 130 inches.

The rate for a Large Package will be based on the greater of the dimensional weight or the actual weight, and is subject to a minimum billable rate set forth in the UPS Rates applicable to the Shipment in effect at the time of the shipping.

A Large Package Surcharge (LPS) will be applied to each Large Package, including any Package that exceeds the weight or size restrictions set forth in Section 3.1 ("Items Not Accepted for Transportation"). Each Large Package in a multiple-package Shipment may receive an LPS. LPS will not apply to UPS Authorized Return Service® UPS® Ground Packages, or to UPS Worldwide Express Freight® Service Shipments.

40.8 Over Maximum Limits Charge
Packages that exceed the weight or size restrictions set forth in Section 3.1 ("Items Not Accepted for Transportation") are subject to one or more of the following additional charges: Over Maximum Weight, Over Maximum Length, or Over Maximum Size. Such charges apply in addition to all other applicable Charges, including but not limited to the Large Package Surcharge. UPS reserves the right in its sole and unlimited discretion to return such Packages to the Shipper at Shipper's expense.

40.9 Additional Handling Charge
An Additional Handling charge will be assessed for any Package that requires special handling, as determined by UPS in its sole and unlimited discretion, including, but not limited to:

– Any article that is not fully encased in a corrugated cardboard shipping container, including tires;
– Any Package with an outer shipping container not made of corrugated cardboard, including but not limited to 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-like item, including but not limited to barrels, buckets, drums, mailing tubes, or pails;
– Any Package routed through UPS's irregular package sortation process, including but not limited to Packages 1 inch or less in height;
– Any Package with its longest side exceeding 48 inches or its second-longest side exceeding 30 inches;
– Any Package with its length (longest side of the package) plus girth [(2 x width) + (2 x height)] combined exceeding 105 inches;
– Any domestic Package with an actual weight greater than 50 pounds;
– Any international Package with an actual weight greater than 70 pounds;
– Each Package in a UPS Hundredweight Service® or UPS® Ground with Freight Pricing Shipment where the average weight per Package is greater than 50 pounds and the weight for each Package is not specified in the UPS Shipping System used; and
– Each Package in a UPS® Standard or international Shipment (excluding UPS Worldwide Express Freight® Service Shipments) where the average weight per Package is greater than 70 pounds and the weight for each Package is not specified in the UPS Shipping System used.

40.10 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 *https://www.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.

41. Peak Surcharges

One or more Peak Surcharges will apply to certain Packages tendered to UPS for shipment during a Peak Period. Details regarding the application of Peak Surcharges and Peak Periods are set forth at *ups.com/peaksurcharges*. Peak Surcharges apply cumulatively if a Package meets more than one of the specified criteria. Peak Surcharges apply in addition to any other applicable Charges. No waiver, discount, or reduction of any type to the Peak Surcharges shall apply unless UPS agrees in writing to such waiver, discount, or reduction with specific written reference to the Peak Surcharges.

42. Fuel Surcharges

UPS reserves the right to institute fuel surcharges on some or all Shipments without prior notice. The surcharges are subject to adjustment weekly. The surcharges may apply to any domestic or international transportation or other charges including, but not limited to, any accessorial charge or surcharge. The current fuel surcharges are set forth at *ups.com/bridge/fuelsurcharge.html*.

Regardless of the mode of transportation used, the effective fuel surcharge for the service selected by the Shipper shall apply. The surcharges will be applied to such services and for such periods as UPS, in its sole and unlimited discretion, may determine necessary.

43. Manual Processing Charges

UPS reserves the right to assess a manual processing charge of $0.50 per Package or $35 per week (whichever is greater) to Shippers who ship Packages using a UPS Shipping System that applies outdated UPS Rates until such time as the Shipper upgrades the UPS Shipping System to reflect current UPS Rates.

A manual processing service charge will be assessed to each Package shipped using a UPS 3 Day Select® or UPS Ground shipping document.

44. Third Party Billing Service

Any Shipment billed to a Third Party (regardless of the country of origin or destination of the Shipment) is subject to a Third Party Billing Service fee, charged to the payer, set forth in the Service Guide

UPS® Tariff/Terms and Conditions of Service – United States

at the time of shipping. The fee for Third Party Billing Service shall be charged for each transaction, based upon all Charges, excluding charges, duties and taxes assessed by government authorities. The Third Party Billing Service fee will not apply to UPS Returns Services or UPS Import Control Shipments.

45. Billing Options for Domestic Shipments

Unless otherwise agreed to in writing by UPS, Charges will be billed to the Shipper.

UPS accepts Shipments for Collect billing and Third Party billing (subject to a Third Party Billing Service fee), provided the Consignee or Third Party has a valid UPS account number and has agreed to accept the Charges. Regardless of the billing option selected, some charges including, but not limited to, address correction charges, will be billed to the Shipper.

46. 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 tendering Packages using a UPS Shipping System may select the payer of Charges, duties, and taxes as Shipper, Receiver, or Third Party (subject to a Third Party Billing Service fee). UPS accepts shipments for Receiver or Third Party billing provided the Receiver or Third Party has a valid UPS account number and has agreed to accept the Charges. In the event of non-payment by the Receiver or Third Party, the Shipper is liable for all Charges including, but not limited to, duties, fees, and taxes.

An additional Duty and Tax Forwarding Surcharge will apply if the Shipper selects a billing option in which duties and taxes are to be paid outside of the destination country.

UPS reserves the right in its sole and unlimited discretion to request advance payment of Charges for any Package sent to or from any international destination or origin.

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. The Shipper is liable for payment in the event of non-payment by the Consignee (or Receiver) or Third Party. All Shipments must have a valid UPS billing option indicated on the UPS Shipping System entry. Regardless of the billing option selected, some charges including, but not limited to, address correction charges, will be billed to the Shipper.

47. Bill My Account

UPS may provide in its sole and unlimited discretion a Bill My Account service to registered Shippers to allow the Shipper to bill to its own account Charges incurred at UPS Customer Centers and participating Third-Party Retailer locations. A processing fee for using Bill My Account may apply and may vary by shipping location. When using Bill My Account, a Shipper with customized contract incentives that may otherwise apply to the account may be limited to certain maximum incentives ("Incentive Caps"). The applicable processing fee and Incentive Caps are subject to change without prior notice and are published at *www.ups.com/billmyaccount*. Incentive Caps and processing fees in effect at the time of shipping will apply to Shipments billed using Bill My Account.

48. Disbursement Fee

To expedite customs clearance, UPS may make or process payments of duties and taxes on behalf of the payer as dictated by the billing option selected. An additional fee, set forth in the UPS Rates applicable to the Shipment in effect at the time of shipping, will be assessed and billed to the payer.

49. Currency Conversion Rate

Charges to a payer's account in a foreign currency will be converted to the payer's currency using a weekly exchange rate secured through Major Money Center Banks, plus an exchange fee, set forth in the UPS Rates applicable to the Shipment in effect at the time of shipping.

50. Missing/Invalid Account Number or Refusal Fee

A processing fee will be charged for a missing or invalid account number when the account number, including the Shipper's account number, is missing, the account number is not the correct account number for the bill-to party, the account number is for a Receiver or Third Party who fails to pay the Charges, or the Package is shipped to an unauthorized Consignee. In the event of non-payment by the Receiver or Third Party, the Shipper will be billed a refusal fee plus the Charges.

51. Shipping Charge Corrections; 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.

An audit fee may be assessed for shipping charge corrections, as set forth in the effective UPS Rates.

52. Payment of Charges

Except where an alternative payment plan applies, UPS's payment terms require payment in full in advance.

UPS may provide in its sole and unlimited discretion alternative payment terms to certain of its Shippers. UPS, in its sole and unlimited discretion, shall decide which, if any, of the alternative payment plans described below (see Section 52.2, "Alternative Payment Plans") will be made available to the Shipper.

A Shipper that is not enrolled in any of the Alternative Payment Plans described below shall pay all Charges in advance of shipment, as required by UPS.

Notwithstanding any billing plan that is in effect or payment or billing option selected at the time of shipment, the Shipper is ultimately liable for and agrees to pay all Charges, including in the event of insolvency, bankruptcy, non-payment, or refusal to pay by the Receiver or Third Party.

All Charges must be paid in the lawful money of the United States of America.

UPS® Tariff/Terms and Conditions of Service – United States

If a Shipper submits Shipment information to UPS through a UPS Shipping System and does not subsequently tender such Shipment to UPS, it is the Shipper's sole responsibility to request an adjustment in the event Shipper is invoiced for any such Shipments (even where Shipper is ordinarily invoiced based on a UPS package scan), as set forth below (see Section 52.1, "Invoice Adjustment"). Shippers who fail to do so will be liable for all applicable Charges.

As an accommodation to the Shipper, and in UPS's sole and unlimited discretion, UPS may render invoices, or copies of invoices, or charge certain Packages to a Third Party at the request of the Shipper. The Shipper remains responsible for the timely payment in full of all Charges owed by the Shipper. By requesting UPS to render invoices, or copies of invoices, or charge certain Packages to a Third Party, the Shipper is deemed to authorize the Third Party to act on behalf of the Shipper, and UPS may rely thereon in all respects.

UPS also may in its sole and unlimited discretion elect to render an invoice that includes amounts owed for services provided by UPS affiliates.

If Charges are paid by payment card or by an electronic payment method, the Shipper expressly authorizes UPS to assess any Charges and to obtain payment of the Charges by use of the payment card or electronic payment method. If, for any reason, any such transaction is rejected or declined, the Shipper will pay to UPS a declined transaction fee of ten dollars ($10) per incident, in addition to any late payment fees assessed by UPS and any collection costs which may be incurred by UPS in the final collection of Charges owed by the Shipper. The Shipper authorizes UPS to charge the declined transaction fee to the Shipper's payment card account or electronic payment account or to collect the fee directly from the Shipper, at UPS's sole option.

If, for any reason, a negotiable instrument submitted to UPS as payment for Charges is returned to UPS unpaid, or an electronic request for payment is dishonored, UPS may charge the Shipper a dishonored payment fee of twenty dollars ($20) per incident, in addition to any late payment fees assessed by UPS and any collection costs which may be incurred by UPS in the final collection of Charges owed by the Shipper.

UPS may provide trade credit information on its Shippers to commercial reporting agencies.

52.1 Invoice Adjustment
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 180 days of receiving the contested invoice, or any billing dispute is waived. Notification to UPS of a request for an invoice adjustment must be made in writing using one of the following methods:

– Submit a request through UPS's online Billing Center at *ups.com/billing*;

– Email a request to UPS through the *ups.com* website using the "Support Category" "billing"; or

– Mail a request to United Parcel Service, P.O. Box 7247-0244, Philadelphia, PA 19170-0001.

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.

52.2 Alternative Payment Plans
Where UPS elects to make an alternative payment plan available to the Shipper, UPS may render an invoice to the Shipper on a weekly (i.e., seven days) or a monthly (i.e., four or five calendar weeks) basis. A weekly invoice will include the Charges incurred in the previous week. Notwithstanding that UPS has elected to render an invoice to the Shipper on a weekly basis, an invoice may be issued only when the Shipper has incurred aggregate Charges in excess of ten dollars ($10), or when five (5) calendar weeks have elapsed from the date of issuance of the last invoice, whichever event occurs first. A monthly invoice will include the Charges incurred for the four- or five-week period for which the invoice is issued. In its sole and unlimited discretion, UPS may offer one or more of the following alternative payment plans for the payment of Charges:

– Electronic Funds Transfer Plan (Debit EFT)

By written agreement with UPS, the Shipper will provide UPS with the Shipper's bank account number and bank routing number to enable UPS to electronically request payment, for all Charges incurred by the Shipper, directly from the Shipper's bank, on a weekly or monthly basis. The Shipper's bank will remit the amount requested to UPS and deduct that amount from the Shipper's bank account. Payments to UPS will be shown on the Shipper's bank statements. The Shipper is responsible for payment of any fees imposed by the Shipper's bank. Additionally, the Shipper will receive a weekly or monthly invoice, as applicable, except as described above, from UPS listing the services provided for the applicable billing period. If, for any reason, an electronic request for payment is dishonored, the Shipper is responsible for making a timely payment directly to UPS. Past due balances will be subject to any collection costs which may be incurred by UPS in the final collection of Charges owed by the Shipper. No late payment fee shall be assessed with respect to the Electronic Funds Transfer Plan.

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– Monthly Prepayment Plan

By written agreement with UPS, the Shipper will make a prepayment with UPS in an amount equal to four weeks' anticipated Charges as estimated by UPS. Upon notice to the Shipper, the required prepayment amount may be changed by UPS at any time to reflect a revised estimate of four weeks' Charges. All prepayment amounts will remain on account with UPS. No interest will be paid or accrued on the prepayment amounts.

The Charges incurred for the applicable month will be totaled and billed to the Shipper on a monthly basis. Payment is due within seven (7) days after receipt of the UPS invoice. Past due balances will be subject to a late payment fee as described below in addition to any collection costs which may be incurred by UPS in the final collection of Charges owed by the Shipper.

– Weekly Prepayment Plan

By written agreement with UPS, the Shipper will make a prepayment with UPS in an amount equal to four weeks' anticipated Charges as estimated by UPS. Upon notice to the Shipper, the required prepayment amount may be changed by UPS at any time to reflect a revised estimate of four weeks' Charges. All prepayment amounts will remain on account with UPS. No interest will be paid or accrued on the prepayment amounts.

Shipper will receive invoices on a weekly basis, except as described above. Each invoice will list the previous period's Charges incurred. Payment for all accumulated Charges will be due within seven (7) days following the Shipper's receipt of every fourth invoice; however, if prior to receiving the fourth invoice the Shipper's accumulated Charges should equal or exceed the prepayment amounts on account with UPS, then the accumulated Charges will be due within seven (7) days following the Shipper's receipt of the invoice requiring such payment. Past due balances will be subject to a late payment fee as described below, in addition to any collection costs which may be incurred by UPS in the final collection of Charges owed by the Shipper.

– Special Payment Plan

By written agreement with UPS, the Shipper may prepay an amount equal to the anticipated Charges for a period of between ten to twenty-six weeks, as estimated by UPS. The Charges actually incurred by the Shipper will be deducted by UPS on a weekly basis from the prepayment amounts on account with UPS. Weekly invoices marked as paid will be forwarded to the Shipper reflecting the balance of the prepayment amount on account with UPS. When the prepayment amount on account with UPS reaches the minimum balance specified in the written agreement, the Shipper is required to make another prepayment for an additional period pursuant to the same agreement, or, if the Shipper does not do so, the Shipper must make another payment arrangement with UPS. All prepayment amounts will remain on account with UPS. No interest will be paid or accrued on the prepayment amounts. If the Charges incurred by the Shipper exceed the remaining balance of the prepayment amounts on account with UPS, the excess Charges will be due within seven (7) days following the Shipper's receipt of the invoice requiring such payment. Past due balances will be subject to a late payment fee as described below in addition to any collection costs which may be incurred by UPS in the final collection of Charges owed by the Shipper. This payment plan alternative is available only to existing customers already approved for a Special Payment Plan.

– Credit Extension Plan

By written agreement with UPS, the Shipper may elect to pay an annual credit extension fee and thereafter receive invoices for Charges incurred by the Shipper on a monthly basis with no prepayment requirement. The invoices will be payable within seven (7) days following receipt by the Shipper. The credit extension fee is based upon the Shipper's total annual Charges, as estimated by UPS, and is subject to change annually by UPS in its sole and unlimited discretion. To be eligible for the Credit Extension Plan, the Shipper must use UPS's transportation services and the Credit Extension Plan solely for business, commercial, or agricultural purposes. A Shipper is not eligible for the Credit Extension Plan if the Shipper uses UPS's transportation services and the Credit Extension Plan for any personal, family, or household purposes. By using the Credit Extension Plan (if made available to the Shipper), the Shipper represents, warrants, certifies, and agrees that it will use UPS's transportation services and the Credit Extension Plan solely for business, commercial or agricultural purposes and not for any personal, family, or household purposes. Past due balances will be subject to a late payment fee as described below in addition to any collection costs which may be incurred by UPS in the final collection of Charges owed by the Shipper.

– Weekly Payment Plan

Each week the Shipper will receive an invoice for the previous week's Charges except as described above. The invoice is due within seven (7) days of receipt. No prepayment is required under this plan.

Past due balances will be subject to a late payment fee as described below in addition to any collection costs which may be incurred by UPS in the final collection of Charges owed by the Shipper.

– Credit Card Payment Plan

The Shipper may elect to pay the previous week's Charges by credit card. The Shipper will receive billing detail itemized on its card statement or a weekly invoice, except as described above, from UPS listing the previous period's Charges incurred. The Shipper will provide UPS with the Shipper's credit information to enable UPS to process Charges incurred by the Shipper on a weekly basis.

Shipper acknowledges and agrees that there may be a delay of two or more days between the date that payments are received by UPS and the date that the payments are posted and credited to the Shipper's account with UPS. If a UPS remittance advice is attached to the Shipper's payment, the payment will be credited accordingly. If no remittance advice is attached to the Shipper's payment, the payment will be credited to the Shipper's account.

52.3 Late Payment Fee

For the Monthly Prepayment Plan, the Weekly Prepayment Plan, the Special Payment Plan, the Credit Extension Plan, and the Weekly Payment Plan, a late payment fee will be assessed if the Shipper's payment is not received by UPS by the invoice due date. Except as otherwise stated below, the late payment fee will equal six percent (6%) of the total past due balance of the Shipper's invoice (including without limitation any previously assessed but unpaid late payment fees).

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In determining the late payment fee for the Monthly Prepayment Plan and the Weekly Prepayment Plan, UPS will apply the prepayment amounts on account with UPS to reduce the calculated base amount on which the late payment fee is assessed, provided that UPS will so apply the prepayment amounts to the oldest outstanding invoice first, and to each subsequent invoice thereafter, until the prepayment amounts have been fully so applied. If an invoice past due is fully so covered by the prepayment amount, no late payment fee will apply. If an invoice past due is partially so covered by the prepayment amount, the late payment fee will apply to the portion not so covered by the prepayment amount.

For the Special Payment Plan, a late payment fee will not be assessed if there has been a positive balance in the Shipper's prepayment account with UPS at any time during the 27-day period immediately preceding the transmittal of the current invoice to the Shipper. The late payment fee for the Special Payment Plan will be assessed on the "charges this period" of the Shipper's invoice (including without limitation any previously assessed but unpaid late payment fees) that is past due.

A late payment fee will be assessed only once on each invoice that is past due. Each late payment fee will be due and payable within seven (7) days following the Shipper's receipt of the invoice that first reflects the assessment of the late payment fee. The late payment fee is in addition to any collection costs that may be incurred by UPS in the final collection of Charges owed by the Shipper. Neither the assessment nor the payment of a late payment fee will (a) affect the Shipper's responsibility to pay all Charges owed, or (b) in any manner preclude UPS from exercising any of its rights or remedies hereunder or under applicable law.

52.4 Lien on Shipments
UPS shall have a general and continuing lien on any and all Shipments for which services are being provided by UPS that come into UPS's actual or constructive possession or control for monies owed to UPS with regard to the Shipment on which the lien is claimed and/or any and all prior Shipment(s).

53. UPS Service Guarantee

UPS guarantees on-schedule Delivery of Shipments shipped via the following services, where available, to all 50 states and Puerto Rico:

– UPS Air Services
– UPS Hundredweight Service® Air Services
– UPS 3 Day Select®
– UPS Hundredweight Service® UPS 3 Day Select®
– UPS® Ground
– UPS® Ground with Freight Pricing
– UPS Hundredweight Service® Ground

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

– UPS Worldwide Express Plus®
– UPS Worldwide Express NA1®
– UPS Worldwide Express®
– UPS Worldwide Express Freight® Service
– UPS Worldwide Saver®
– UPS Worldwide Expedited®
– UPS 3 Day Select® from Canada
– UPS® Standard

In the event UPS fails to attempt Delivery by the date and time (if applicable) indicated at *https://wwwapps.ups.com/ctc*, for the applicable date, time and location of tender, or as provided when 1-800-PICK-UPS® (1-800-742-5877) is called, UPS, at its option, will either credit or refund the transportation charges for each such Shipment to the payer only, upon request, provided the conditions set forth in the UPS Service Guarantee are met. Transportation charges do not include other fees or charges that may be assessed by UPS including, but not limited to, fuel surcharges. This is the sole remedy available under the UPS Service Guarantee. 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.

UPS shall not be liable for any damages whatsoever for delayed Delivery, except as specifically provided for Shipments made under the UPS Service Guarantee. Under no circumstances shall UPS be liable for any special, incidental, or consequential damages including, but not limited to, damages arising from delayed Delivery or failure to attempt on-schedule Delivery.

UPS may cancel, suspend or modify the UPS Service Guarantee (or change the guaranteed time in transit) for any service(s), and for any period of time, as determined by UPS in its sole and unlimited discretion, and without prior notice. Visit *www.ups.com/holidays* for changes effective during the holiday season.

53.1 Conditions
The UPS Service Guarantee is subject to the following conditions:

– UPS's guaranteed Delivery schedule has been obtained by referencing UPS's website or contacting a UPS Customer Service office. "On-time" or "on-schedule" means, subject to the terms of this UPS Service Guarantee, Delivery is attempted before or within 60 seconds of the Delivery time published in the UPS guaranteed Delivery schedule. UPS shall be deemed to have attempted "on-time" or "on-schedule" Delivery for purposes of the UPS Service Guarantee if (i) any of the exclusions to the UPS Service Guarantee applies, or (ii) any of the conditions set forth in the UPS Service Guarantee is not met.
– Each Package and Shipment is properly recorded in a UPS Shipping System.
– Each Package and Shipment bears the appropriate UPS tracking label and an address label, or a combined label generated by a UPS Automated Shipping System, showing the Consignee's correct name, deliverable address (UPS does not provide Delivery to a P.O. Box), and ZIP Code (or postal code for international Shipments).
– Each Package or pallet in a Shipment bears a UPS Saturday Delivery routing label (where required) when optional Saturday service is requested and available.
– Each Shipment is tendered to UPS during UPS's published business hours. Shipments received from or destined to certain locations may require earlier pickup times (available at the UPS website).
– UPS is notified by UPS's Interactive Voice Response system or through UPS's online Billing Center at *ups.com/billing* of a

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service failure within fifteen (15) calendar days of the date of scheduled Delivery or the date by which UPS has amended or corrected the actual time of Delivery in tracking detail or proof of Delivery, whichever is later, and is advised of the Consignee's name and address, date of shipment, Shipment weight, and UPS tracking number.

– For UPS Worldwide Expedited® Shipments, the guarantee shall apply only to Shipments with a U.S. origin or destination and when the billed party is resident in the United States and is responsible for all Charges.

– For UPS Worldwide Express Freight® Service Shipments, the guarantee shall apply to a Shipment where any pallet exceeds maximum size or weight restrictions (as set forth at https://www.ups.com/assets/resources/media/wwef_max_dim.pdf) only if the Shipper obtained confirmation of eligibility for the UPS Service Guarantee, prior to tender of the Shipment to UPS for 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 Charges.

53.2 Exclusions
The UPS Service Guarantee does not apply to:

– UPS 2nd Day Air® A.M. Packages for Residential deliveries.

– Shipments tendered pursuant to Drop Shipments, special operating plans, or customized handling or processing arrangements, or tendered either under an account number on which Service Guarantee claims are addressed by a special agreement or where such claims have been addressed by special agreement with the payer of the Charges.

– Shipments processed using a UPS Automated Shipping System that is not located at the pickup address assigned to the UPS account number on which the Shipment was made.

– UPS Ground Returns Service Packages.

– Packages subject to a Large Package Surcharge or Additional Handling Fee, Packages that exceed maximum size or weight limits, Shipments containing any Package subject to a Large Package Surcharge, Additional Handling Fee, or that exceed maximum size or weight limits, or UPS Worldwide Express Freight® Service Shipments tendered without prior approval containing any pallet exceeding maximum size or weight restrictions (as set forth at https://www.ups.com/assets/resources/media/wwef_max_dim.pdf).

– Shipments made using a Call Tag.

– Shipments subject to a UPS Delivery Intercept® request, Delivery Change Request, or a UPS My Choice® request.

– Shipments that are delayed due to causes beyond UPS's control including, but not limited to: the unavailability or refusal of a person to accept Delivery of the Shipment, acts of God, natural disasters, war risks, acts of terrorism, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, insufficient information provided by a customer, Hazardous Materials Packages improperly offered for transport, the application of security regulations imposed by the government, or otherwise applicable to the Shipment, riots, strikes or other labor 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, and adverse weather conditions.

– International Shipments for which the Shipper has selected the Receiver or Third Party as the payer of any applicable duties and taxes and Delivery is delayed until payment arrangements are made.

– UPS Import Control® Shipments for which the Shipper has selected commercial invoice removal.

– UPS Ground Shipments or UPS® Standard Shipments that are picked up or scheduled to be delivered during the applicable dates set forth in the Year-End Holiday Schedule available at *www.ups.com/holidays*.

– Shipments without Timely Upload of PLD, Shipments not accompanied by a UPS Smart Label tag, or when the delivery address on any address label or combined label affixed to the Package does not match the delivery address on the UPS Smart Label tag, bar code, or PLD for the Package.

– UPS Air Services and UPS 3 Day Select Shipments of Hazardous Materials or Dangerous Goods Shipments, and all international Hazardous Materials or Dangerous Goods Shipments except UPS Standard Shipments.

54. Claims and Legal Actions: Individual Binding Arbitration of Claims

Time Limits and Pleading Requirements for Claims/No Right to Set Off
Claims against UPS must be made within strict time limits, including as set forth in Section 52.1 ("Invoice Adjustment") regarding invoice adjustments or billing disputes; Section 54.3 ("Time Limit for Notice and Filing of Claims for Loss or Damage to Property") regarding claims for loss or damage to property; and pursuant to Section 53 "UPS Service Guarantee."

All claims against UPS arising out of or related to the provision of services by UPS, including, but not limited to, demands for damages, refunds, credits, and any legal or equitable relief whatsoever, shall be extinguished unless the Claimant (1) timely and completely complies with all applicable notice and claims periods set forth in the Terms and in the Service Guide, including as to claims for loss or damage to property under Section 54.3, claims under Section 53 ("UPS Service Guarantee"), claims for invoice adjustments under Section 52.1, or claims for breach of contract or any other cause of action; and (2) pleads on the face of any complaint filed in court against UPS or states in its submission of its claim in arbitration against UPS, as the case may be, satisfaction and compliance with those notice and claims periods as a contractual condition precedent to recovery. Claimants may not deduct the amounts of pending claims from any Charges owed to UPS, and the Shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against Charges owed to UPS.

Agreement to Arbitrate Claims
Claimant and UPS agree that, except for disputes that qualify for state courts of limited jurisdiction (such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits of less than $30,000 on their jurisdictions over civil disputes), any controversy or claim, whether at law or equity, arising out of or related to the provision of services by UPS, regardless of the date of accrual of such

UPS® Tariff/Terms and Conditions of Service – United States

dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration. Claimant and UPS expressly agree that the foregoing obligation to arbitrate disputes regardless of the date of accrual of such disputes includes, but is not limited to, preexisting disputes and disputes that arise from or relate to Packages shipped at the time of a previous version of these Terms. Claimant and UPS further agree that the foregoing obligation to arbitrate disputes applies to claims brought by UPS against Claimant, regardless of whether Claimant has also brought a claim against UPS.

Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an "award." Arbitration provides for more limited discovery than in court, and is subject to limited review by courts. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under the law and must honor the terms and conditions in the Terms.

Claimant and UPS agree that their sole relationship is a contractual one governed by the Service Guide and Terms. Any controversy or claim arising out of or related to the provision of services by UPS shall be resolved solely based on the agreements set forth in the Service Guide and Terms.

Institutional Arbitration
The arbitration shall be conducted by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules or, provided that you are an individual consumer and are using UPS's services for personal (not business) use, the Consumer Arbitration Rules (the "AAA Rules"), and judgment on the award may be entered in any court of competent jurisdiction. The AAA Rules, including instructions for how to initiate arbitration, are available at *https://www.adr.org*. The arbitrator shall decide all issues of the case on the basis of the applicable law, not equity. If you initiate arbitration, you must serve UPS's registered agent for service of process, Corporation Service Company, which has locations in every state. Information also can be found on the website of your local Secretary of State.

Any arbitration under this Agreement will take place on an individual basis; class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted. Claimant and UPS are each waiving the right to trial by jury. Claimant and UPS are further giving up the ability to participate in a class, mass, consolidated or combined action or arbitration.

Place of Arbitration/Number of Arbitrators/Costs of Arbitration/Governing Law/Survival
Any arbitration will take place in the county where Claimant resides and will be determined by a single arbitrator.

Any filing fee or administrative fee required of Claimant by the AAA Rules shall be paid by Claimant to the extent such fee does not exceed the amount of the fee required to commence a similar action in a court that otherwise would have jurisdiction. For all non frivolous complaints, UPS will pay the amount of such fee in excess of that amount. The arbitrator will allocate the administrative costs and arbitral fees consistent with the applicable rules of the American Arbitration Association. Reasonable attorney's fees and expenses will be allocated or awarded only to the extent such allocation or award is available under applicable law.

All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for a court to decide. The Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate shall survive termination of the Terms.

Severability
Notwithstanding anything to the contrary in the AAA Rules, if any part of this arbitration provision is deemed invalid or ineffective for any reason, this shall not affect the validity or enforceability of the remainder of this arbitration provision, and the arbitrator shall have the authority to amend any provisions deemed invalid or ineffective to make the same valid and enforceable.

Desk Arbitration
For all disputes concerning an amount less than fifteen thousand dollars ($15,000.00), the parties shall submit their arguments and evidence to the arbitrator in writing and the arbitrator shall make an award based only on the documents; no hearing will be held unless the arbitrator in his or her discretion, and upon request of a party, decides it is a necessity to require an in-person hearing. For a dispute governed by the AAA Consumer Arbitration Rules, and concerning an award between fifteen thousand dollars ($15,000.00) and fifty thousand dollars ($50,000.00), inclusive, UPS shall pay Claimant's filing fee under the AAA Rules, provided that Claimant agrees that both parties shall submit their arguments and evidence to the arbitrator in writing and that the arbitrator shall make an award based only on the documents, without a hearing being held. Notwithstanding this provision, the parties may agree to proceed with desk arbitration at any time.

Access to Small Claims Courts
All parties shall retain the right to seek adjudication in a state court of limited jurisdiction, such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits of less than $30,000 on their jurisdiction over civil disputes, for individual disputes within the scope of such court's jurisdiction.

Acknowledgements
Claimant and UPS acknowledge and agree that pursuant to these Terms:

- CLAIMANT AND UPS AGREE THAT WE ARE WAIVING THE RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST CLAIMANT, UPS OR RELATED THIRD PARTIES;
- CLAIMANT AND UPS AGREE THAT WE ARE WAIVING THE RIGHT TO HAVE A COURT, OTHER THAN A STATE COURT OF LIMITED JURISDICTION AS DEFINED ABOVE, RESOLVE ANY DISPUTE ALLEGED AGAINST CLAIMANT, UPS OR RELATED THIRD PARTIES;
- CLAIMANT AND UPS AGREE THAT WE ARE WAIVING THE RIGHT TO HAVE A COURT REVIEW ANY DECISION OR AWARD OF AN ARBITRATOR, WHETHER INTERIM OR FINAL, EXCEPT FOR APPEALS BASED ON THOSE GROUNDS FOR VACATUR EXPRESSLY SET FORTH IN SECTION 10 OF THE FEDERAL ARBITRATION ACT.
- CLAIMANT AND UPS AGREE THAT WE ARE WAIVING THE RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, JOIN AS A CLASS MEMBER, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY CLASS, MASS, CONSOLIDATED OR COMBINED ACTION OR ARBITRATION FILED AGAINST CLAIMANT, UPS AND/OR RELATED THIRD PARTIES.

UPS® Tariff/Terms and Conditions of Service – United States

Award
The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless a brief explanation of the reasons is requested by one of the parties. Unless both Claimant and UPS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

Confidentiality of Arbitration
Notwithstanding anything to the contrary in the AAA Rules, UPS and Claimant agree that the filing of arbitration, the arbitration proceeding, any documents exchanged or produced during the arbitration proceeding, any briefs or other documents prepared for the arbitration, and the arbitral award shall all be kept fully confidential and shall not be disclosed to any other party, except to the extent necessary to enforce this arbitration provision, arbitral award or other rights of the parties, or as required by law or court order. This confidentiality provision does not foreclose the American Arbitration Association from reporting certain consumer arbitration case information as required by state law.

54.1 Making Claims for Loss or Damage to Property
All notices of claims for loss of or damage to property transported or accepted for transportation must include the date of shipment, the tracking number, and the nature of the loss or damage. A request for proof of Delivery or damage inspection or the filing of a lawsuit do not constitute notification of a claim. Notice of a claim for loss or damage to property must be made using one of the following methods:

–Submit online at *www.ups.com/us/en/help-center/claims-support.page*;

–Call 1-800-PICK-UPS® (1-800-742-5877); or

–Mail notice to UPS Claims Processing Center, P.O. Box 1265, Newport News, VA 23601-1265 (for claims involving shipments to or from Puerto Rico, notice must be mailed to UPS Mexico/AICM, Almacen Fiscalizado #21, Col. Federal Deleg. Venustiano Carranza, Mexico DF CP 15520).

All claims for loss of or damage to property transported or accepted for transportation must: (1) be in writing (or an electronic communication) and must include reference to the Source Document or pickup record number and date of shipment or copies of other documents sufficient to identify the Shipment involved, and the declared value; (2) assert the liability of UPS for alleged loss or damage; (3) make claim for payment of a specified or determinable amount of money; and (4) be accompanied by a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the purchase price paid by the Consignee (where the property involved has been sold to the Consignee), actual cost or replacement cost of the property, or extent of the damage to the property.

No claims will be voluntarily paid unless UPS receives notice of the claims and they are filed in writing or transmitted electronically by or on behalf of the Shipper in accordance with these provisions.

A right or claim, of any kind, for loss or damage to property is conditioned upon full and strict compliance with this Section 54.1 and Sections 54.3 through 54.6. 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.

54.2 Acknowledgment of Claims for Loss or Damage to Property
After receiving a proper written or electronic transmission of a claim in the manner and form and with the supporting documents described in Section 54.1 ("Making Claims for Loss or Damage to Property") and Section 54.4 ("Investigation of Claims for Loss or Damage to Property") herein, UPS or its designee will acknowledge the receipt of such claim in writing or electronically to the claimant within 30 days after the date of receipt, unless such claim has already been paid or denied in writing or electronically. UPS will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the Source Document and delivery receipts, if any, covering the Shipment involved. At the time such claim is received, UPS will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear on the acknowledgment of receipt sent to the claimant.

54.3 Time Limit for Notice and Filing of Claims for Loss or Damage to Property
As a condition precedent to recovery, all claims for loss or damage to property must be noticed and filed in writing or electronically with UPS within the following time limits:

– For domestic Shipments (including shipments to and from Puerto Rico), UPS must receive notice of claims within sixty days after Delivery of the Package or, in case of failure to make Delivery, within sixty days after the date of scheduled Delivery. Claims must be filed within nine months after Delivery of the Package or, in case of failure to make Delivery, within nine months after the date of scheduled Delivery.

– For international Shipments, claims must be filed within sixty days after Delivery of the Package or pallet or, in the case of non-Delivery, within sixty days after the date of scheduled Delivery.

– Suits shall be instituted within two years after denial of any portion of the claim. 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.

54.4 Investigation of Claims for Loss or Damage to Property
– **Prompt Investigation.** Each claim for loss or damage to a Package or Shipment filed in the manner prescribed herein will be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.

– **Supporting Documents.** Each claim must be supported by the following: (1) evidence of payment of the shipping and any declared value charges; and (2) either the original invoice or a photocopy, exact copy, or extract of, the original invoice, a certification of prices or costs, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation

UPS® Tariff/Terms and Conditions of Service – United States

reflected thereon. Where the property involved in a claim has not been invoiced to the Consignee shown on the bill of lading or receipt, where an invoice does not show price or cost, where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, UPS will, before paying a claim, require the claimant to establish the value in the quantity shipped, transported, or involved. UPS reserves the right to request the original shipping record or Source Document.

For an asserted claim of $1,000 or more for a Package processed through a UPS Shipping System and tendered to a UPS driver or UPS Customer Center, a copy of the signed high-value shipment summary applicable to the Shipment obtained by the Shipper and signed by the UPS driver or UPS Customer Center representative at the time of tender may be required to support the claim. UPS reserves the right to refuse to pay any claim if, having requested such a signed high-value shipment summary, no such summary is provided.

For an asserted claim of $1,000 or more for an international UPS Returns® or a UPS Import Control® Package or pallet, the signed UPS high-value shipment summary applicable to the Shipment must be submitted in support of the claim.

By filing a claim and supporting documents to UPS, the claimant certifies that the claim, amount of claim, and supporting documents are true and correct.

– **Original Packaging Materials.** In the event that a claim is made for damage to a Shipment, the original packaging materials must be made available to UPS or its designee for inspection prior to reshipment.

– **Verification of Loss.** When an asserted claim for loss of an entire Package or pallet or an entire Shipment cannot be otherwise authenticated upon investigation, UPS will obtain from the Consignee of the Shipment involved a certified statement in writing that the property for which the claim is filed has not been received from UPS or from any other source. UPS reserves the right to require verification by the filing of a police report and providing a copy of the filed report to UPS in support of the claim.

54.5 Salvage
When UPS pays the actual cost, the purchase price, or the replacement cost of the property, all rights, title to, and interest in the property shall thereupon pass to UPS, and UPS reserves the right to obtain the property for salvage. Payment of a claim in such circumstances shall be contingent on UPS's receipt of the damaged property in the same condition as on the date the damage was incurred.

54.6 Disposition of Claims for Loss or Damage to Property
UPS or its designee, after receiving a written claim for property transported, will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after UPS receives the claim; provided, however, that if the claim cannot be processed and disposed of within 120 days after receipt, UPS or its designee will at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and shall retain a copy of such notice to the claimant in its claim file.

No claim for loss or damage shall be paid unless a valid claim has been filed in accordance with terms set forth herein (in Section 54.1, "Making Claims for Loss or Damage to Property," Section 54.3, "Time Limit for Notice and Filing of Claims for Loss or Damage to Property," and Section 54.4, "Investigation of Claims for Loss or Damage to Property"). UPS reserves the right to refuse to pay any claim for loss or damage to property until all outstanding Charges owing to UPS have been paid in full. UPS reserves the right to refuse to pay any claim for loss of property if, having requested a detailed description of the property, no such description is provided.

55. Responsibility for Loss or Damage

UPS's liability for loss or damage to each UPS domestic Package or international Shipment, or to each pallet in a UPS Worldwide Express Freight® Service Shipment, is limited to a value of $100, except as set forth below. Unless a greater value is recorded in the declared value field of the UPS Source Document or the UPS Automated Shipping System used, the Shipper agrees that the released value of each domestic Package or international Shipment, or pallet is no greater than $100, which is a reasonable value under the circumstances surrounding the transportation, and that UPS shall not be liable for more than $100 for each domestic Package or international Shipment or pallet.

To increase UPS's limit of liability for loss or damage above $100, the Shipper must declare a value in excess of $100 for each Package or pallet in the declared value field of the UPS Source Document or the UPS Automated Shipping System used and pay an additional charge. The Shipper cannot declare a value in excess of the maximum allowable limits set forth below. UPS shall not be liable under any circumstances for an amount in excess of the declared value of a domestic Package or international Shipment, or pallet. When a Shipper declares a value in excess of $100, it does not receive any form of insurance. Shippers desiring cargo insurance, all risk insurance, or another form of insurance should purchase such insurance from a third party. Cargo insurance may be available through UPS's licensed affiliates UPS Capital Insurance Agency, Inc. and Parcel Pro, Inc.

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, that convention as amended, or the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 28 May 1999), shall apply to the international carriage of any Shipment insofar as the same is governed thereby. There are no stopping places which are agreed upon at the time of tender of the Shipment, and UPS reserves the right to route the Shipment in any way UPS deems appropriate.

55.1 Maximum Declared Values
The maximum declared value is $50,000 per Package and $100,000 per pallet, except for the following for which the maximum declared value may not exceed:

– Subject to the limitations set forth below, certain Packages are eligible for the enhanced maximum declared value of $70,000 per Package ("Enhanced Maximum Declared Value"). A Package is eligible for Enhanced Maximum Declared Value only where the Package is a domestic Package; is tendered pursuant to the Shipper's Scheduled Pickup Service; the service level selected is a UPS Next Day Air delivery service; the Package is

UPS® Tariff/Terms and Conditions of Service – United States

processed for shipment using a UPS Shipping System (declarations of value on paper Source Documents are not eligible for Enhanced Maximum Declared Value); and the Package does not contain any hazardous material or a Perishable Commodity. Except as set forth in this Section, the portion of any declaration of value above $50,000 per Package is null and void;

– $1,000 per Package for Packages shipped by a Third-Party Retailer if no high-value control log was provided to UPS on tender of the Package;

– $1,000 per Package for a Package processed for shipment prior to tender using a UPS Shipping System and tendered to a UPS driver or UPS Customer Center, unless a UPS high-value shipment summary is obtained by the Shipper or person tendering the Package and signed by the driver or UPS Customer Center representative upon tender of the Package;

– up to $5,000 per Package for a Package shipped or delivered to a UPS Access Point® location.

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

– up to $1,000 per Package for a Package shipped via a Third-Party Retailer or UPS Access Point® location (including a UPS Access Point® locker) if such Package was processed for shipment using a UPS Shipping System prior to drop off at the Third-Party Retailer or UPS Access Point® location or billed using Bill My Account;

– $1,000 per Package or pallet for international Shipments containing jewelry (not including costume jewelry), or $2,500 per Package or pallet for Shipments tendered to eligible destinations set forth at *ups.com/jewelry*;

– $1,000 per Package or pallet for Shipments containing unset precious stones or industrial diamonds, or $2,500 per Package or pallet for international Shipments tendered to eligible destination set forth at *ups.com/jewelry*;

– $1,000 per Package for domestic Packages returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services, (including via UPS Returns® on the Web service);

– $1,000 per Package or pallet for international Shipments returned via the following UPS Returns® Services: UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, 1 UPS Pickup Attempt, or 3 UPS Pickup Attempts (including via UPS Returns® on the Web), unless a UPS high-value shipment summary is obtained by the Shipper or person tendering the Package or pallet and signed by the driver or UPS Customer Center representative upon tender of the Shipment;

– $1,000 per Package or pallet for international UPS Import Control® Shipments unless a UPS high-value shipment summary is obtained by the Shipper or person tendering the Package or pallet and signed by the driver or UPS Customer Center representative upon tender of the Shipment;

– $999 per Package for Packages shipped via Shipper Release service;

Shippers cannot declare a value for UPS® Prepaid Letters.

Declaring a value in the declared value field of the UPS Source Document or UPS Automated Shipping System used does not increase UPS's limitations of liability for, and Shippers may not declare a value for, damages related to providing or failure to provide C.O.D. service, including, but not limited to: failure to collect the C.O.D. amount; failure to collect the specified form of payment; collection of an instrument in the wrong amount; failure or delay in delivering the collected instrument to the Shipper; or collection of forged, insufficient funds, or otherwise invalid instruments.

Any declared value contrary to what is allowed in the applicable Terms or Service Guide (e.g., the portion of any declaration in excess of allowed maximums) is null and void. Acceptance for carriage or receipt of payment for any Package or Shipment bearing a declared value contrary to what is allowed does not constitute a waiver of any provisions of the Terms or Service Guide limiting UPS's liability or responsibility for any such Package or Shipment. If a Shipper declares value in excess of the applicable maximum allowed or in any respect contrary to what is allowed in the applicable Terms or Service Guide, it is the Shipper's sole responsibility timely to request an adjustment as set forth in Section 52.1 ("Invoice Adjustment") to recover any Charges. Shippers who fail to do so will be liable for all invoiced Charges.

55.2 Liability Limits

UPS's maximum liability for loss or damage to each UPS domestic Package or international Shipment, or to each pallet in a UPS Worldwide Express Freight® Service Shipment, shall not exceed the lesser of:

– $100, when no value in excess of $100 is declared on the Source Document or UPS Automated Shipping System used (or when a value in excess of $100 is declared, but the applicable declared value charges are not paid);

– the declared value on the Source Document or UPS Automated Shipping System used when a value in excess of $100 is declared and the applicable declared value charges paid;

– the purchase price paid by the Consignee (where the shipped property has been sold to the Consignee);

– the actual cost of the damaged or lost property;

– the replacement cost of the property at the time and place of loss or damage; or

– the cost of repairing the damaged property.

UPS's liability for Shipments containing the following commodities shall be limited as follows:

– **Checks.** UPS's liability for a Shipment containing a check or checks is limited to the cost of stopping payment on and reissuing the check(s), not to exceed $100 per Package or pallet. In no event shall UPS be liable for the face value of the check(s).

– **Phone Cards, Tickets, Gift Cards, and Similar.** UPS's liability for a Shipment containing a phone card, ticket (such as event or airline ticket), gift certificate, gift card, coupon, or other similar printed matter with an exchange value is limited to the cost (which shall not include any amount of the value attached to the card, certificate, or coupon, or similar printed matter) of replacing the physical card(s), certificate(s), or printed matter, not to exceed $100 per Package or per pallet. In no event shall UPS be liable for the face value of any phone card, ticket, gift certificate, gift card, coupon, or similar printed matter.

– **Media.** UPS's liability for a Shipment 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® Tariff/Terms and Conditions of Service – United States

– **Pairs, Parts.** 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.

55.3 Exclusions from Liability
UPS shall not be liable or responsible for:

– loss or damage to articles of unusual value (as defined in these Terms);

– loss or damage to Prepaid Letters;

– loss or damage resulting from insects, moths, vermin, inherent vice, deterioration, dampness of atmosphere, extreme of temperature, ordinary wear and tear, or that which occurred or arose prior to or after the course of transportation by UPS;

– loss or damage resulting from improper, inadequate or unsafe packaging or wrapping that fails to meet UPS's published standards related thereto set forth in the Terms or at *ups.com*;

– loss or damage to Perishable Commodities to the extent the loss or damage results from exposure to heat or cold or the perishable nature of the item;

– loss or damage to human remains, fetal remains, human body parts, human embryos, or components thereof;

– loss or damage to fluorescent tubes or bulbs;

– loss of, damage to, or irretrievability of data stored on any type of media, or of information including without limitation personal, health or financial information;

– 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 labor 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;

– loss or damage to any Package or Shipment for which UPS has no scan or other record reflecting that the Package or Shipment was tendered to UPS by the Shipper; or

– loss or damage to any Shipment containing articles that Shippers are prohibited from shipping, that UPS does not or is not authorized to accept for transportation, that UPS states that it will not accept, or that UPS has a right to refuse.

UPS shall not be liable for any damages of any kind, under any theory, arising from or relating to, directly or indirectly, in whole or in part, the loss of or unauthorized access, acquisition, use, modification, disclosure, or destruction of, or damage to, personal, health, financial, or any other type of data or information, including, without limitation, Social Security number, date of birth, driver's license number, credit card number, and financial account information. Notwithstanding any other provisions to the contrary and to the fullest extent permitted by applicable law, UPS will in no event be liable to Shipper, Consignee, or any other person, for any loss, damage, or costs of any kind arising out of or related to any data loss, data exposure, misuse of data, unauthorized access to data or electronic system(s), or cybersecurity or data privacy incident, regardless of whether or not any such loss, damage, or costs are caused by, or otherwise attributable to, UPS.

UPS shall not be liable for any loss or damage arising from providing service to, or on behalf of, a person or entity that obtains such services, including the delivery of property, by trick, false pretense, or other fraudulent scheme.

UPS shall not be liable for any damages arising from UPS's inability, failure, or refusal to comply with a request to stop, return, or re-route shipment of a Package after tender to UPS.

UPS shall not be liable for any interruption of service due to causes beyond UPS's control including, but not limited to: the unavailability or refusal of a person to accept Delivery of the Shipment, acts of God, natural disasters, war risks, acts of terrorism, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, insufficient information provided by a customer, Hazardous Materials Packages improperly offered for transport, the application of security regulations imposed by the government or otherwise applicable to the Shipment, riots, a government agency hold, strikes or other labor disputes, civil unrest, disruptions of any kind 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, and adverse weather conditions.

UNDER NO CIRCUMSTANCES SHALL UPS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS, MISDELIVERY OF, OR DAMAGE TO PROPERTY, DELAYED DELIVERY, OR FAILURE TO ATTEMPT DELIVERY IN ACCORDANCE WITH THE UPS SERVICE GUARANTEE, WHETHER OR NOT UPS HAD KNOWLEDGE SUCH DAMAGES MIGHT BE INCURRED. UNDER NO CIRCUMSTANCES SHALL UPS BE LIABLE FOR ANY DAMAGES WHATSOEVER FOR DELAYED DELIVERY, EXCEPT AS SPECIFICALLY PROVIDED FOR SHIPMENTS MADE UNDER THE UPS SERVICE GUARANTEE.

Acceptance for carriage of any Shipment containing articles that Shippers are prohibited from shipping, that UPS does not or is not authorized to accept for transportation, that UPS states it will not accept, or that UPS has a right to refuse, does not constitute a waiver of any provisions of the Terms or Service Guide limiting UPS's liability or responsibility for any such Package or Shipment.

56. Data Handling

The Shipper agrees that UPS and other companies in the UPS group of companies worldwide (i) may use data provided by the Shipper for purposes that include providing UPS's services, products, and support; handling the Shipper's payments,

UPS® Tariff/Terms and Conditions of Service – United States

claims, requests, and UPS accounts; communicating with the Shipper or Consignee to provide tracking updates and information on special events, surveys, contests, offers, promotions, products, and services; providing advertising that may be tailored to the Shipper's or Consignee's interests; operating, evaluating, protecting, and improving UPS's business; facilitating the Shipper's use of UPS blogs and social media; performing data analyses; monitoring and reporting compliance issues, including identifying and protecting against illegal activity, claims, or other liabilities; exercising, establishing, and defending legal claims; and complying with UPS policies and legal obligations, and (ii) may transfer data provided by the Shipper to countries other than the country where the Shipment is tendered for service. The Shipper also agrees that UPS may share data provided by the Shipper with third parties, including service providers, affiliates, resellers, joint marketing partners, franchisees, Shipper's contacts upon the Shipper's request, government agencies, and other third parties such as shippers, consignees, or third-party payers and recipients. UPS may also disclose data provided by the Shipper in order to comply with a legal obligation, to cooperate voluntarily with law enforcement or other public or government authorities, to prevent harm or loss in connection with suspected or actual illegal activity, and in the event UPS sells or transfers all or a portion of its business or assets. UPS is not responsible for the privacy practices of any non-UPS places, sites, platforms, or services.

57. Incorporation of Documents; Waiver; Future Changes

All Shipments are subject to the terms and conditions contained in the Terms. The effective Service Guide, and any modifications or amendments of them, are hereby incorporated by reference in these Terms. In the event of a conflict or inconsistency between the Terms and the effective Service Guide, the Terms shall control. UPS reserves the right to unilaterally modify or amend any portion of the Service Guide or the Terms at any time without prior notice.

The Terms, the Service Guide and the UPS Source Document for each Shipment together comprise the complete and exclusive agreement of the parties, including any of UPS's affiliates or subsidiaries, except as modified by any existing or future written agreement between the parties, and may not be contradicted, modified or supplemented by any oral agreement or by any implied-by-law covenant.

For any language in the parties' agreement that gives UPS any discretion, judgment or other right, UPS's exercise of such discretion, judgment or other right is not limited in any way whatsoever – even if the specific language does not so specify. UPS has the sole and unilateral authority to choose how to exercise its discretion, judgment or any other right and may do so for any reason it chooses, without limitation. UPS is not bound by any previous exercise of its discretion, judgment or any other right. Nor does any previous exercise constitute a determination or admission by UPS about how such discretion, judgment or right should be or should have been exercised.

The parties disavow and waive any obligations of good faith and/or fair dealing, whether implied by law or otherwise, in connection with their agreements regarding services to which these Terms apply, including but not limited to UPS's exercise of any discretion, judgment or other right, afforded by the Service Guide, the Terms or the UPS Source Document. UPS (and any of UPS's affiliates and subsidiaries) have no special, confidential, or fiduciary relationship with any Shipper or Claimant.

Any failure to enforce or apply any terms or provisions of the 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.

UPS may engage subcontractors to perform some or all of the 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.