

UNITED PARCEL SERVICE CO.

SERVICE TERMS



| Effective: April 27, 2020 |

United Parcel Service Co. ("UPSCO")
1400 N. Hurstbourne Pkwy
Louisville, Kentucky 40223
United States



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These Service Terms are subject to change without notice. No agent, employee or representative of UPSCO has authority to alter, modify or waive these Service Terms; these Service Terms may only be altered, modified or waived by a formal written agreement executed by an officer of UPSCO specifically referring to these Service Terms by reference indicator. All provisions herein shall govern to the full extent permissible under mandatorily applicable national law or international convention by force of law. If one or more provisions shall be held invalid or unenforceable, such provision(s) shall be enforced to the maximum extent possible and the remaining provisions shall not be affected or impaired thereby.



CONTRACT-FOR-CARRIAGE TERMS APPLICABLE TO ALL SHIPMENTS

1. As used herein, the term "Carrier" includes UPSCO and every carrier and agent who carries or undertakes to carry the cargo or perform any other service related to, or incidental to, such carriage under the authority of United Parcel Service Co.
2. All services are airport-to-airport unless advance pre-shipment arrangements have been made with Carrier. Carriage is subject to most recent rates, rules, classifications, and declared value parameters and restrictions available for inspection on the website of UPSCO at www.aircargo.ups.com which are incorporated into this contract to the same extent as if set forth verbatim herein. To request copies or receive a further explanation of this information, please call 1-502-380-3100 or your local sales office. In tendering cargo to Carrier for carriage, shipper agrees to these contract-for-carriage terms and the incorporated most recent rates, rules, classifications, and declared value parameters and restrictions and further agrees that any waybill(s) issued by Carrier shall be non-negotiable. Shipper warrants it has the authority to bind any and all parties having any interest in the cargo to these contract-for-carriage terms.
3. All provisions herein shall govern to the full extent permissible under mandatorily applicable national law or international convention by force of law. If one or more provisions shall be held invalid or unenforceable, such provision(s) shall be enforced to the maximum extent possible and the remaining provisions shall not be affected or impaired thereby. Nothing in this contract shall be considered a waiver of any defense available under applicable national law or international convention. No agent, employee or representative of Carrier has authority to alter, modify or waive any provision of these contract-for-carriage terms.
4. Unless packing is performed by Carrier, Shipper warrants the cargo is packed to withstand the ordinary rigors and exposures customary and inherent to air transportation. Prebuilt units (PBUs) are warranted by Shipper to be weather tight. In all events, in tendering the cargo to Carrier, shipper warrants the cargo and all parties having any interest in the cargo are compliant with all rules and regulations of this contract and applicable government regulation for air carriage. Shipper is responsible for accuracy and sufficiency of accompanying documents. Carrier shall have unrestricted liberty to, but shall be under no obligation to, inspect the packaging and contents of the cargo for any purpose and to inquire and verify the accuracy or sufficiency of information provided and to seek assurances. Discrepancies may result in shipment delay, cancellation and/or additional charges assessed by Carrier. Carrier may report, voluntarily or mandatorily, regulatory non-compliance to authorities for which severe penalties or seizure may be assessed by such authorities.
5. As set forth herein, Carrier limits its liability to different release rates depending upon the service provided, unless a higher value is declared and commensurate charges paid. Certain commodities may have a maximum value which may be declared, including items of subjective / extraordinary value and / or fragility. Where a collective value is declared, the value for each package will be determined by dividing the total declared value by the number of packages on the waybill face, absent verifiable evidence of alternative allocation. In no event shall Carrier be liable for an amount greater than the value of the affected cargo or for consequential, indirect, incidental, or punitive damages even if Carrier had notice of the possibility of such damages. Transit times are not guaranteed and Carrier shall have no liability for delay except for the limited remedy for confirmed "Priority Service Guarantee" shipments (if applicable) as set forth in Carrier's Service Terms or to the limited extent such liability is mandated by law. Carrier shall in no event have any liability for loss of, or damage or delay to, the cargo or any part of the cargo in circumstances of: (a) inherent defect of that cargo, quality or vice of that cargo; (b) defective packing not performed by the Carrier, to include failure of a prebuilt unit (PBU) to withstand the ordinary rigors and exposures customary and inherent to air transportation; (c) concealed damage or loss within a prebuilt unit



(PBU); or (d) any force majeure event, to include but not be limited to natural disasters; epidemic or other severe health crisis and associated containment measures; strikes; riot; civil commotion; decisions, quarantines, acts and seizures by public authorities; acts of war and armed conflicts; acts or threatened acts of public enemies, hijackers or assailing thieves; and any other circumstance beyond Carrier's control. Any liability of Carrier for any financial loss other than loss or damage to cargo shall be limited to US\$50 (fifty dollars) per shipment or transaction unless greater liability is mandated by law.

6. Shipment is subject to charges for actual or dimensional weight in accordance with applicable rates and rules. The shipper(s) and consignee(s), as identified on the waybill face, and their principals, shall be jointly and severally liable for all unpaid charges payable on account of this contract and also for indemnity payment to carrier for any claims, liabilities, fines, penalties, damages, costs, or other moneys which may be incurred by Carrier by reason of breach of this contract or other cause not exclusively attributable to Carrier. Claims for overcharges, duplicate billings, duplicate payments and overpayments must be made within 120 days from the date of the issue of the waybill. The claim amount may not be deducted from the air waybill charges. Instead, it will be refunded when the claim is validated and the claim amount is substantiated by the Carrier.
7. The cargo is subject to a general lien by the Carrier for monies owed the Carrier relating to the cargo, a prior shipment, and/or any other debt, subject to sale, notice and reservation of rights provisions herein. Carrier shall have the right to lien the cargo for storage charges and to sell the cargo at public or private sale not less than 30 days after having given written notice thereof to the shipper and consignee, as identified on the waybill face. Carrier further reserves all other rights as may exist by law to recover unpaid amounts.
8. The liability of Carrier will be that of a warehouseman if the cargo is not picked up within 48 hours after notice of its arrival is issued, provided that Carrier shall remain entitled to all benefits conveyed under this contract.

ADDITIONAL U.S. DOMESTIC CONDITIONS OF CONTRACT

1. NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY>> Carrier's liability is agreed to be US\$0.50 (fifty cents), per pound, multiplied by the number of pounds (or fraction thereof) of each piece of the shipment which may have been delayed, lost, damaged, or destroyed, unless a higher value is declared herein and applicable charges paid thereon for the actual value of such piece plus the amount of any transportation charges for which the shipper, consignee and bill-to third party may be liable.
2. 2.1 As a condition precedent for recovery, claims must be filed directly with the carrier issuing this waybill in writing, in the case of –
 - 2.1.1 visible damage/loss – within 60 days from Carrier's delivery of the cargo;
 - 2.1.2 non-visible damage/loss – within 15 days from Carrier's delivery of the cargo;
 - 2.1.3 delay – within 60 days from Carrier's delivery of the cargo;
 - 2.1.4 non-delivery – within 120 days from Carrier's delivery of the cargo.
3. Notwithstanding section (2), as a condition precedent to recovery, any damage or loss discovered after a clear receipt has been given to Carrier must be reported in writing to Carrier within 15 days after delivery to the consignee and Carrier must be given an opportunity to inspect the cargo and its packaging within 15 days after receipt of such notice. For perishable shipments, any damage or loss discovered after a clear receipt has been given to the carrier must be reported to Carrier within 24 hours after delivery to the Consignee.
4. Any action against the Carrier must be brought within two years from the date first written notice is given by the Carrier that a claim has been disallowed in whole or in part.



5. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract; terms of this contract may only be altered, modified or waived by a formal written agreement executed by an officer of the Carrier specifically referring to this contract.
6. Carrier undertakes to complete the carriage with reasonable dispatch. Transportation of the cargo is subject to availability of equipment and space therein. Carrier shall be permitted to use alternative carriers, equipment or modes of transport without notice. Carrier shall exclusively determine the routing as it deems appropriate, and shall have the liberty to change or deviate from the routing shown on the face hereof.
7. Regardless of the service level requested or provided, shipper warrants domestic cargo is in any and all events be prepared and packed to withstand a minimum 48 hour transit time.

ADDITIONAL INTERNATIONAL CONDITIONS OF CONTRACT

NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY>> If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

1. In this contract and the Notices appearing hereon: "CARRIER" Includes the air carrier issuing this air waybill and every carrier and agent who carries or undertakes to carry the cargo or perform any other service related to, or incidental to, such carriage. SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund. WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be. MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.
2. **2.1** Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
 - 2.2.1** applicable laws and government regulations;
 - 2.2.2** provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:
 - 2.2.2.1** limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
 - 2.2.2.2** claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
 - 2.2.2.3** rights, if any, of the Carrier to change the terms of the contract;
 - 2.2.2.4** rules about Carrier's right to refuse to carry;



2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
4. For international carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 22 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.
5. **5.1** Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.
- 5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.
6. **6.1** For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.
- 6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.
7. **7.1** In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
- 7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
 - 7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
 - 7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.
9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.



- 10.1** In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
 - 10.1.1** in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
 - 10.1.2** in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.
 - 10.1.3** in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
- 10.2** Such complaint may be made to the Carrier, whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.
- 10.3** Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
- 10.4** Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.

12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

CARRIER NOTE: Regardless of the service level requested or provided shipper warrants international cargo is in any and all events prepared and packed to withstand a minimum 72 hour transit time.

[END OF PAGE; SERVICE TERMS CONTINUE ON NEXT PAGE]



DECLARED VALUE RULES, PARAMETERS AND RESTRICTIONS

1. As set forth in the "Contract-For-Carriage Terms" within these Service Terms, the collective carriage liability of UPSCO and its employees, agents, servants and subcontractors (collectively, "Carrier") is limited to different release rates depending upon the service provided, unless a higher value for carriage is declared in writing to UPSCO prior to carriage and commensurate extra charges paid. Carrier's knowledge of the value of goods and/or customer's declaration of the value of goods to Carrier in regular course or for any other purpose, such as for Customs purposes, shall in no event constitute a declared value of the goods to Carrier for purposes of Carrier's liability.
2. NOTICE CONCERNING MAXIMUM ALLOWABLE PER-SHIPMENT DECLARED VALUE >>
 - 2.1 For shipments of pharmaceuticals, perishable goods, livestock, bloodstock and/or living creatures, Carrier will not accept any shipment (any single waybill) that exceeds a declared value of US\$25,000 (twenty-five-thousand United States Dollars), unless advance pre-shipment arrangements have been made per formal written agreement executed by an authority of UPSCO.
 - 2.2 For permissible commodities other than those set forth in 2.1 above, Carrier will not accept any shipment (any single waybill) that exceeds a declared value of US\$50,000 (fifty-thousand United States Dollars), unless advance pre-shipment arrangements have been made per formal written agreement executed by an authority of UPSCO.
3. NOTICE CONCERNING MAXIMUM ALLOWABLE PER-CONVEYANCE DECLARED VALUE >>
 - 3.1 For shipments of permissible pharmaceuticals, perishable goods, livestock, bloodstock and/or living creatures, Carrier will not accept shipments for carriage on board any single aircraft or other conveyance with collective declared values in excess of US\$500,000 (five-hundred thousand United States Dollars) unless advance pre-shipment arrangements have been made per formal written agreement executed by an authority of UPSCO.
 - 3.2 For permissible commodities other than those set forth in 3.1 above, Carrier will not accept shipments for carriage on board any single aircraft or other conveyance with collective declared values in excess of US\$3,000,000 (three million United States Dollars) unless advance pre-shipment arrangements have been made per formal written agreement executed by an authority of UPSCO.
4. NOTICE CONCERNING RISKS AND DAMAGES NOT SUBJECT TO DECLARED VALUE >> Any increase in Carrier's liability by way of declaration of value shall be limited to circumstances of actual and direct physical damage to, or loss of, goods. In no event shall declaration of value cause or increase liability of Carrier, if any, for loss of market or for consequential loss, damage or deterioration arising from delay.
5. Where a collective value is declared for carriage, the declared value for each package will be determined by dividing the total declared value by the number of packages identified within the waybill, absent verifiable evidence to Carrier's satisfaction of alternative allocation.
6. In no event shall Carrier be liable for an amount greater than the actual loss incurred, to be capped at the actual value of the adversely affected goods, regardless of a greater value declared for carriage; declared value for carriage is not an agreed valuation of goods.
7. Declaration of value is not insurance; recovery is subject to Carrier liability under the "Contract-For-Carriage Terms" and applicable law. In no event shall Carrier be liable for any type of risk or damage for which liability is excluded under the governing "Contract-For-Carriage Terms" within these Service Terms, regardless of any value declared for carriage. All liability defenses inuring to the benefit of Carrier under the "Contract-For-Carriage Terms" and applicable law remain unaffected and unprejudiced by declaration of value for carriage, excepting the ordinarily applicable monetary liability limitation release rate.



PROHIBITED / RESTRICTED COMMODITY TYPES

The following commodities are prohibited for transportation unless advance pre-shipment arrangements have been made and approved by UPSCO in writing prior to time of shipment:

<ol style="list-style-type: none"> 1. Dangerous / hazardous goods and materials as defined per, and are the subject of regulation under, Title 49 of the Code of Federal Regulations, the Dangerous Goods Regulations (DGR) of the International Air Transport Association (IATA), or any other applicable regulatory authority, or regime, to include radioactive medical supplies. 2. Goods consigned or otherwise relating to any person or entity subject to any regulatory sanctions program, including the programs of the United States Treasury's Office of Foreign Asset Control, regardless of whether the proposed shipment of goods is licensed by authority. 3. Goods for which the carriage is prohibited by any law, regulation or statute of any federal, state or local government to or through which the shipment may be carried.; 4. Corpses or cremated or disinterred remains; 5. Live animals including birds, fish, reptiles, crustaceans or insects; 6. Liquor; 7. Tobacco; 8. Gambling Devices; 9. Pornography; 10. Firearms; munitions and implements of war; 11. Shark Fins; 12. Perishables, to specifically include regardless of perishability: <ol style="list-style-type: none"> a. Fruits, vegetables, meats and foodstuff or other edible material intended for consumption by humans or animals; b. Pharmaceuticals and drugs, whether or not prescription; 	<ol style="list-style-type: none"> 13. Extraordinarily valuable goods, to specifically include regardless of value: <ol style="list-style-type: none"> a. Artwork; b. Bullion; c. Fur Articles; d. Jewelry and watches (excepting costume jewelry); e. Pearls f. Precious metals, bullion and articles made of gold, silver and/or platinum; g. Stringed musical instruments 14. Negotiable instruments, currency, instruments containing personal information and documents of title or debt, to specifically include: <ol style="list-style-type: none"> a. Bank notes; b. Bank cards and credit cards (blank or embossed); c. Bills of exchange; d. Bonds; e. Cash f. Deeds; g. Electronic mediums or tangible instruments containing sensitive personal information such as personal bank account numbers, credit card numbers, social security numbers, etc. h. Evidences of debt; i. Securities, shares and stock certificates; j. Stamps; k. Traveler's Checks. 14. Infectious substances, embryos, semen, blood, organs, urine samples and any other biological human or animal substance. 15. Goods which in the exclusive determination of UPSCO and/or its servants and agents are deemed a danger to property or life, which may soil, taint or otherwise damage other merchandise or equipment, or which are unwrapped or improperly packed or wrapped.
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The liability for any foregoing commodities nevertheless accepted for transportation for any reason shall in all events be governed by these Service Terms, inclusive of the within "Contract-For-Carriage Terms."



PROHIBITED / RESTRICTED SHIPMENT TERMS

The following shipment terms are prohibited unless advance pre-shipment arrangements have been made and approved by UPSCO in writing prior to time of shipment:

1. Collect-On-Delivery (COD) shipments;
2. Negotiable waybill shipments, including shipments consigned “To Order of,” “To Order Notify,” or other similar designations;
3. Shipments with values declared for carriage exceeding the valuation maximums provided in the "Declared Value Rules, Parameters and Restrictions" within these Service Terms.

CUSTOMER OBLIGATIONS, WARRANTIES AND INDEMNITIES

1. In tendering goods to UPSCO, the shipper does so on behalf of itself, the shipment consignee and any and all other parties having any interest in such goods (collectively, the “Customers”) and in so doing binds each of such parties to these Service Terms. The shipper warrants it has the full and unlimited authority of each of the Merchants to bind them to these Service Terms.
2. Pieces with a floor bearing weight in excess of 200 pounds (90.72 kilograms) per square foot shall be provided with a skid or base which will reduce the floor bearing weight to 200 pounds (90.72 kilograms) or less per square foot. Such skid or base shall be furnished by the shipper and included in the gross weight of the piece. Any request for movement of pieces with a floor bearing weight greater than 200 pounds (90.72 kilograms) per square foot shall be coordinated in advance with UPSCO.
3. Unless packing is performed by UPSCO or its servants or agents: the shipper warrants the cargo is packed to withstand the ordinary rigors and exposures customary and inherent to air transportation; the shipper warrants prebuilt units (PBUs) to be weather tight with FAA certified restraints/nets/straps; the shipper warrants all cargo tendered has been prepared in secure premises by the shipper (in the case of an individual shipper), or by reliable staff employed by the shipper and has been protected against unauthorized interference during all stages of preparation, storage, and transportation before presentation to UPSCO for carriage. UPSCO materially relies upon the foregoing warranties in accepting any piece for carriage hereunder.
4. All containers, pallets or other unit load devices (ULD) are accommodated on a space-available basis. Shippers will be advised at the time of booking as to the availability of space.
 - 4.1 UPSCO reserves the right without obligation to open and inspect all cargo, whether containers or palletized cargo, whether or not a PBU.
 - 4.2 No ULD, straps, nets and/or other equipment provided by UPSCO or one of its servants or agents shall leave UPSCO control without prior approval.
 - 4.3 Any ULD, straps, nets and/or other equipment provided by UPSCO or one of its servants or agents must be tendered to UPSCO at the airport where such equipment was furnished or from where such equipment was dispatched within 48 (forty-eight) hours (excluding Saturdays, Sundays and legal holidays) beginning at midnight after receipt by the shipper. Equipment received by a consignee for unloading must be returned in empty, clean and good condition at the airport where such equipment was received or from where such equipment was dispatched within 48 (forty-eight) hours (excluding Saturdays, Sundays and legal holidays) beginning at midnight after receipt by the consignee. In the event any equipment is not tendered to UPSCO in accordance with the foregoing, a demurrage charge will be assessed in accordance with UPSCO’s accessorial charges as set forth within the “Rates, Fees and Charges” section of these Service Terms.



- 4.4 In the event the shipper returns a UPS container or pallet in a damaged condition, the shipper shall be liable for all costs incurred by UPS to restore that unit to airworthy condition. The shipper is subject to the replacement cost of all nets or straps that are returned damaged.
5. To the extent accepted for carriage, dangerous and/or hazardous goods shall be packaged, marked and labeled by the shipper in accordance with applicable regulations, including, but necessarily limited to, the requirements of Title 49 of the Code of Federal Regulations (49 CFR) and the Dangerous Goods Regulations (DGR) of the International Air Transport Association (IATA).
 6. The shipper is responsible for compliance with all applicable customs, import and export laws and government regulations of any country to, from, through or over which the goods tendered may be carried and warrants such compliance without reservation of the goods tendered.
 7. The shipper is responsible for the accuracy and completeness of all shipment details, data and requested transaction terms initially provided and requested. Any modifications or changes to a generated waybill shall necessitate a Cargo Correction Advice (CCA), for which a charge will be assessed in accordance with UPSCO's accessorial charges as set forth within the "Rates, Fees and Charges" section of these Service Terms. In the event actual freight characteristics differ from characteristics represented by shipper and produce a higher freight rate, shipper shall additionally be responsible for the difference in freight rate. UPSCO shall not be liable for any damages arising from its inability, failure, or refusal to comply with a request to stop, return, or re-route a shipment after tender for transportation.
 8. Shipper warrants it has reviewed and agrees to all rates, fees and charges as set forth within the "Rates, Fees and Charges" section of this Service Guide. Customers shall be liable, jointly and severally, for all fees and charges owing UPSCO in accordance with the "Rates, Fees and Charges" section of these Service Terms.
 9. Shipper warrants it has reviewed and agrees to the "Contract-For-Carriage Terms" within these Service Terms. Shipper acknowledges that the contracts for carriage and legal regimes governing logistics providers such as UPSCO are not intended to fully compensate any loss which may be incurred; shippers are therefore advised to insure goods for all risks of transit. UPSCO does not sell or arrange for cargo insurance; in the event of no independent insurance coverage, UPSCO may upon request be able to provide referral to a corporate affiliate specializing in first party cargo insurance coverage.
 10. Each of the Customers shall be liable, jointly and severally, to pay or indemnify, protect, defend and hold UPSCO and its corporate affiliates harmless from and against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorneys' fees and costs) that may be incurred, suffered or disbursed for any violation of any of the foregoing warranties or breach of any other of these Service Terms or any other default, error, omission or negligence of the shipper, consignee or other Customer.

RATES, FEES AND CHARGES

1. Rates are calculated by chargeable weight and are subject to change without notice. The applicable rates for services are those in effect on the date UPSCO receives the shipment.
 - 1.1 Current domestic rates are accessible online at:
<http://www.ups.com/aircargo/using/rates/domestic.pdf>
 - 1.2 Current international (U.S. export) rates are accessible online at:
<http://www.ups.com/aircargo/using/rates/rates-zonechart.html>



- 1.3 To obtain rates for lanes other than those accessible online, please telephone 800.535.2345 or contact an account representative. To find a local account representative, please consult:
<http://www.ups.com/aircargo/using/custserv/contacts-index.html>
2. Rates are exclusive of surcharges, which are subject to change without notice. The applicable surcharges are those in effect on the date UPSCO receives the shipment.
 - 2.1 Current fuel surcharges are accessible online at:
<http://www.ups.com/aircargo/using/rates/rates-sc.html>
 - 2.2 Current security surcharges are accessible online at:
<http://www.ups.com/aircargo/using/rates/rates-sc.html>
 - 2.3 Additional surcharges, such as Peak Season surcharges or otherwise, may apply if posted. For more information or to identify any additional surcharges, please consult:
<http://www.ups.com/aircargo/using/rates/rates-sc.html>
3. Rates are exclusive of accessorial charges which may apply and which are subject to change without notice. The applicable accessorial charges are those in effect on the date UPSCO receives the shipment.
 - 3.1 Current accessorial charges are accessible online at:
<http://www.ups.com/aircargo/using/rates/accessorial.pdf>
4. Rates are exclusive of any additional expenses incurred by UPSCO or any of its corporate affiliates in the transportation or warehousing of goods (storage fees, equipment repositioning, etc.), which shall be on the account of the shipper.
5. Additional surcharges and/or fees may apply for any restricted commodities approved for carriage.
6. All charges must be paid by shipper unless otherwise agreed upon prior to shipment. All charges are payable within seven (7) days of receipt of an invoice. For billing inquiries, please telephone 800.676.9939.
7. Claims for overcharges must be made directly in writing to UPSCO within 180 days from receipt of invoice or any such claim shall be otherwise forever waived.

EQUIPMENT DETAILS

1. UPSCO aircraft fleet details are subject to change without notice.
 - 1.1 Aircraft fleet details (inclusive of respective aircraft compartment load capacities and cargo door dimensions) are summarily available online at:
<http://www.ups.com/aircargo/using/services/services/domestic/svc-aircraft.html>
 - 1.2 No representation of specific aircraft or aircraft type is made absent arrangement approved by UPSCO in writing prior to time of shipment. In any and all events, UPSCO reserves the right to use substitute aircraft or other conveyances and/or alternative modes and/or routing in its sole discretion, including, but not limited to, the right to interline carriage with other aircraft operators.



2. Goods shall be stowed upon/within pallets, containers or other unit load devices (ULD).
 - 2.1 ULD types (inclusive of respective dimensions and maximum cubic utilization) are summarily available online at:
<http://www.ups.com/aircargo/using/services/services/domestic/svc-containers.html>
 - 2.2 The maximum accepted weight for each ULD type varies upon aircraft type. Not all ULD types are compatible with all aircraft types. For more information about the internal dimensions available for cargo build-up, please call the UPSCO Service Center at 800.535.2345.

PRIORITY SERVICE GUARANTEE

1. For a commensurate extra charge, UPSCO guarantees arrival of Priority Air Cargo shipments, where such Priority Air Cargo services are available. Priority guaranteed arrival times are as provided in the "Priority Confirmation Letter" for each shipment. Any form of commitment other than via the "Priority Confirmation Letter" is strictly an estimate and not a guarantee subject to the Priority Service Guarantee. UPSCO shall not be liable for delay under any circumstance except for the limited remedy applicable to confirmed Priority Service Guarantee shipments set forth herein, or to the limited extent such liability is mandated by law.
2. Priority Air Cargo rates and service quotations will be based on information provided by the shipper, but applicable rates and services will be based on the actual characteristics of freight tendered.
3. If the chargeable weight (actual or dimensional; whichever is greater) of the shipment tendered is greater than 120% of booked weight, the priority service is not available and is inapplicable.
4. **PRIORITY SERVICE GUARANTEE:** In the event that a Priority Air Cargo shipment fails to arrive within two hours of scheduled arrival, UPSCO, at its option, may either credit or refund, all or a portion of, the shipper's Priority freight charges, according to each international region's policies, to the payor only, up to a maximum of US\$10,000 (ten-thousand United States dollars), upon request, subject to the following conditions:
 - 4.1 A UPS "Priority Air Cargo Confirmation Letter" for the shipment has been issued by UPSCO.
 - 4.2 Priority Air Cargo must be properly documented by recording the code "PAC" in the "Optional Accounting Information" or "Handling Information" section on a UPSCO approved Air Waybill.
 - 4.3 International shipments must have been shipped with all applicable documentation required by the origin and/or destination country completed and included with the shipment.
 - 4.4 UPSCO (office in the country of shipment origin) must be notified of a service failure in writing within twenty-one (21) calendar days from the date of scheduled delivery and be advised of the consignee's name and address, date of shipment, shipment weight, and waybill number(s).
5. **NOTICE CONCERNING EXCEPTIONS TO PRIORITY SERVICE GUARANTEE >>** The Priority Service Guarantee does not apply to shipments that are delayed due to causes beyond UPSCO's control, including, but not limited to, the following: delays caused by the consignee or their agent; natural disasters; epidemic or other severe health crisis and associated containment measures; quarantines and other acts or orders of public authorities acting with actual or apparent authority; acts or omissions of Customs or similar authorities; the application of security regulations imposed by the government or otherwise applicable; riots, strikes or other labor disputes; civil commotions; and disruptions to air or ground transportation networks or available capacity for any reason beyond the control of UPSCO. Under no circumstances shall Priority Air Cargo service or the Priority Service Guarantee be construed to create liability for any special, indirect, incidental, or consequential damages where such liability would otherwise not exist.



6. Excepting the additional Priority Service Guarantee liability above when and to the extent applicable, Priority Air Cargo services shall otherwise and in all respects be subject to the "Contract-For-Carriage Terms" within these Service Terms.

PROCEDURES FOR CLAIMS FOR LOSS OF, DAMAGE TO OR DELAY OF GOODS

1. Liability for any loss of, damage to or delay of goods shall be as set forth within the "Contract-For-Carriage Terms" within these Service Terms.
2. NOTICE CONCERNING TIME LIMITATIONS FOR SUBMISSION OF CLAIM >> The "Contract-For-Carriage Terms" include strict time limitations for submission of claim; timely submission of a written claim must be satisfied as a condition precedent for any liability to attach for loss of, damage to or delay of goods.
3. The following information and documentation is required in order to process a claim for alleged loss of, damage to or delay of goods:
 - 3.1 Copies of all air waybills relating to the goods which are the subject of the claim;
 - 3.2 Survey/Damage report clarifying damage of and potential for salvage;
 - 3.3 Photographs of the goods which are the subject of the claim;
 - 3.4 Commercial documents to include commercial invoice and packing list;
 - 3.5 Any exception report(s) and/or notices of claim from ultimate consignee;
 - 3.6 Descriptive narrative of the nature and circumstances of loss/damage;
 - 3.7 For performance service failure claims, a copy of the "Priority Confirmation Letter";
 - 3.8 For incomplete shipments (missing goods), additional and immediate notification to UPSCO by telephone at 866.746.2404.
 - 3.9 All other available proofs of loss and any and all other information and documentation requested on behalf of UPSCO in the course of claim handling.
4. If a claim is made for damage to a shipment, all contents and packaging materials shall be retained at no expense to UPSCO in the original shipping container, in the same condition as when the loss or damage was discovered, until inspected by or on behalf of UPSCO within a reasonable time. Any destruction, disposal or manipulation of goods or packaging materials shall be subject to prior written notice to UPSCO and a prior opportunity for UPSCO to inspect.
5. No loss or damage claim will be processed until all transportation fees and charges have been paid. No amount of pending claims shall be deducted or offset from any fees or charges owed UPSCO; any such right existing under applicable law is waived by shipper to the fullest extent permissible.
6. All claims howsoever founded must always be timely submitted in writing. Claims shall be submitted on claim forms as follows:
 - 6.1 For cargo loss, damage and/or delay claims arising in the Americas, Canada, and Europe, the appropriate claim form is accessible at:
<http://www.ups.com/aircargo/contents/AirCargoClaimForm.pdf>
 - 6.2 For performance service failure claims arising in the Americas, Canada, and Europe, the appropriate claim form is accessible at:
<http://www.ups.com/aircargo/contents/AirCargoServiceFailureClaimForm.pdf>
 - 6.3 For cargo loss, damage and/or delay claims arising in Asia, the appropriate claim form is accessible at:
<http://www.ups.com/aircargo/contents/AsiaAirCargoClaimForm.pdf>



6.4 For performance service failure claims arising in Asia, the appropriate claim form is accessible at: <http://www.ups.com/aircargo/contents/AsiaAirCargoServiceFailureClaimForm.pdf>

6.5 For claims arising in the Americas, Canada, and Europe, claim forms shall be submitted (and contact information is) as follows:

UPS Cargo Claims Department
35 Glenlake Parkway, NE
Ste 320
Atlanta, GA 30328
FAX Number: 1-800-379-9084 | Telephone Number: 1-866-746-2404
UPS Air Cargo Claims Email: upsairclaims@ups.com

6.6 For claims arising in Asia, claim forms shall be submitted (and contact information is) as follows:

UPS Cargo Claims
9/F, 100 Texaco Road
Tsuen Wan, N.T.
Hong Kong
FAX Number: 852-2942-5770 | Telephone Number: 852-2942-5174
UPS Air Cargo Claims Email: upsapacclaims@ups.com

7. Arbitration of Claims.

7.1 “Claimant” is the person asserting the claim or seeking recourse arising out of or related to the provision of services by UPSCO.

7.2 Agreement to Arbitrate Claims.

- a. **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 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 UPSCO, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration.**
- b. 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 Service Terms.
- c. Claimant and UPSCO agree that their sole relationship is a contractual one governed by the Service Terms. Any controversy or claim arising out of or related to the provision of services by UPSCO shall be resolved solely based on the agreements set forth in the Service Terms.

7.3 Institutional Arbitration.

- a. The arbitration shall be conducted by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the “Rules”), and judgment on the award may be entered in any court of competent jurisdiction. The Rules, including instructions for how to initiate arbitration, are available at <http://www.adr.org> or by calling the AAA at 1-800-778-7879. 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 UPSCO’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.

- b. 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 UPSCO are each waiving the right to trial by jury. Claimants and UPSCO are further giving up the ability to participate in a class, mass, consolidated or combined action or arbitration.**

7.4 Place of Arbitration/Number of Arbitrators/Costs of Arbitration/Governing Law/Survival.

- a.** Any arbitration will take place in the county where Claimant resides and will be determined by a single arbitrator.
- b.** 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. Each party will bear its own attorney fees and expenses of arbitration.
- c.** 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.
- d.** 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.

7.5 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.

7.6 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. For a dispute governed by the AAA Consumer-Related Disputes Supplementary Procedures, and concerning an award between fifteen thousand dollars (\$15,000.00) and fifty thousand dollars (\$50,000.00), inclusive, UPSCO 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.

7.7 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 on their jurisdiction over civil disputes, for individual disputes within the scope of such court's jurisdiction.

7.8 Acknowledgements. Claimant and UPS acknowledge and agree that pursuant to these Service 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 UPSCO 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.

7.9 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 requested to do so by all parties. Unless both Claimant and UPSCO 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.

7.10 Confidentiality of Arbitration. Notwithstanding anything to the contrary in the AAA Rules, UPSCO 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.