

# UPS® WORLDWIDE ECONOMY TERMS AND CONDITIONS

Effective January 17, 2023

UPS provides UPS Worldwide Economy service pursuant to the (i) UPS Worldwide Economy Service Description; (ii) UPS Worldwide Economy Service Terms, in effect at the time of shipping; (iii) terms set forth in the *UPS Rate and Service Guide*, and the UPS Tariff/Terms and Conditions of Service (“UPS Tariff”) in effect at the time of shipping, as modified by the UPS Worldwide Economy Service Terms; and (iv) contract between UPS and Customer (“Agreement”). The *UPS Rate and Service Guide* and the UPS Tariff (each available at [ups.com](https://www.ups.com)), the UPS Worldwide Economy Service Description, and the UPS Worldwide Economy Service Terms are each subject to change without prior notice, and make up these “UPS Worldwide Economy Terms and Conditions.” These UPS Worldwide Economy Terms and Conditions are expressly incorporated by reference in and a condition of any Agreement between UPS and Customer. In the event of a conflict between these UPS Worldwide Economy Terms and Conditions and the Agreement, these UPS Worldwide Economy Terms and Conditions shall govern.

The Customer warrants that it is authorized to accept and is accepting these UPS Worldwide Economy Terms and Conditions not only on behalf of Customer, its officers and agents, but also as agent for and on behalf of all other persons who are or may hereafter become interested in the Packages (defined below), documents or goods carried by UPS pursuant to these UPS Worldwide Economy Terms and Conditions. The Customer hereby agrees to indemnify UPS against any damages, losses, costs and expenses resulting from any breach of these this warranty.

## A. UPS® Worldwide Economy Service Description

UPS Worldwide Economy Service transports low-weight, low-value, business to consumer international shipments from the United States to select destination countries and from select origin countries into the United States with final delivery through either the UPS Worldwide Economy Service (“UPS”) network (“DDP Option”) or the UPS Expedited Mail Services, Inc. (“UPS Mail Innovations”) network (“DDU Option”).

### 1. Contract Only

UPS provides UPS Worldwide Economy service on a contract-only basis. All shippers must enter into an approved contract for UPS Worldwide Economy service.

### 2. DDP and DDU Options

DDP and DDU options are available for UPS Worldwide Economy service. Shippers may use only the option(s) set forth in their Agreement for UPS Worldwide Economy service. Different rates and charges apply depending on the option used.

UPS Worldwide Economy packages shipped using the DDP Option will be delivered through the UPS Worldwide Economy Service network, including contracted service providers. Duties, taxes, and

customs clearance fees applicable to such packages must be paid by the shipper, in addition to the rates and other charges applicable to UPS Worldwide Economy service.

UPS Worldwide Economy packages shipped using the DDU Option will be delivered through the UPS Mail Innovations network, including contracted service providers. Duties, taxes, and customs clearance fees applicable to such packages are collected from the consignee upon delivery.

### **3. Master Container; Final Delivery**

Shippers must load each individual UPS Worldwide Economy package (“Package”) into a box, pallet, or gaylord containing only UPS Worldwide Economy packages (“Master Container”) for shipment to a designated UPS Worldwide Economy export site. Packages may be shipped via third party carrier from the export site to the destination country for final delivery through either the UPS Worldwide Economy Service network or the UPS Mail Innovations network, depending on the option selected by the shipper. All Packages are delivered with no signature required.

### **4. Geographic Scope**

For the DDP Option, UPS Worldwide Economy is available for packages picked up in the United States for delivery to the destination countries set forth in the DDP rates in effect at the time of shipping and for packages picked up in the applicable select origin countries for delivery to the United States. For the DDU Option, UPS Worldwide Economy is currently available for packages picked up in the United States for delivery to: (1) the destination countries set forth in the United States Postal Service (“USPS”) Commercial ePacket Country List, available at <http://www.usps.com>, with delivery via USPS Commercial ePacket service; and (2) the additional destination countries set forth in Exhibit 292.45a of the USPS International Mail Manual, available at <http://www.usps.com>, with delivery via USPS International Priority Airmail service. Additionally, the UPS Worldwide Economy DDU Option is available for packages picked up from eligible Worldwide Economy origins as noted in the Worldwide Economy Rate and Service Guide available at <https://www.ups.com/us/en/services/international-shipping/worldwide-economy.page> inbound for delivery to the United States. UPS Worldwide Economy is not available for packages shipped between countries within the European Union.

Origins and destinations for UPS Worldwide Economy are subject to change by UPS without prior notice.

### **5. Permissible Size and Weight of Packages**

Packages tendered for UPS Worldwide Economy service are subject to minimum and maximum size and weight restrictions.

For Packages shipped using the DDP Option (“DDP Packages”), the following size and weight restrictions apply: (i) maximum length (longest side of the package) is 48 inches; (ii) maximum size is 130 inches in length plus girth (2 x width) + (2 x height) combined; (iii) maximum weight is 66 pounds. Packages that exceed any of these weight and size restrictions are not accepted for transportation. If found in the UPS system, such packages will be billed at the applicable rate for a 66-pound package and are subject to additional charges, or will be returned to shipper at the shipper’s expense, in UPS’s sole and unlimited discretion.

For Packages shipped using the DDU Option (“DDU Packages”), the weight and size restrictions for USPS Commercial ePacket service in effect at the time of shipping, set forth at <http://www.usps.com> apply. The maximum size dimensions for packages weighing more than 2 kilograms (4.4 pounds) vary by destination country and are set forth in the USPS International Mail Manual’s Individual Country Listings, available at <http://www.usps.com>. Packages that exceed these weight and size restrictions, or any of the following weight and size restrictions, are not accepted for transportation: (i) maximum length (longest side of the package) is 60 inches; (ii) maximum size is 108 inches in length plus girth (2 x width) + (2 x height) combined; (iii) maximum weight is 70 pounds. If found in the UPS system, such packages are subject to additional charges or may be returned to shipper at the shipper’s expense, in UPS’s sole and unlimited discretion.

Packages also must comply with any size, weight, and content limitations set forth in: (i) these UPS® Worldwide Economy Terms and Conditions (for DDP Packages); and (ii) the UPS Mail Innovations Service Terms and Conditions in effect at the time of shipping, available at [upsmailinnovations.com](http://upsmailinnovations.com) (for DDU Packages). Packages not conforming to these size and weight limits are subject to additional charges or may be returned to shipper at the shipper’s expense. UPS Worldwide Economy packages also must meet the requirements for permissible commodities set forth in the UPS Tariff, available at [ups.com](http://ups.com). Worldwide Economy DDP packages are subject to the International Volumetric Standard (Length x Width x Height / 139 = imperial pounds) to calculate dimensional weight when it applies. When the International Volumetric Standard exceeds the actual weight of a shipment in pounds, it becomes the billable weight of the shipment. However, in the event the size and weight restrictions in the International Volumetric Standard differs from the size and weight restrictions set forth in these UPS Worldwide Economy Terms and Conditions for Packages, these UPS Worldwide Economy Terms and Conditions shall govern.

## **6. Rates**

Customer’s UPS domestic service rates apply to the transportation of Master Containers and Packages from the pickup location to the designated UPS Worldwide Economy export site. Customer will be charged the rate applicable to the service level chosen by Customer in effect at the time of shipping.

Customer may arrange for less-than-truckload transportation of Master Containers to the UPS Worldwide Economy export site, but such arrangement must be approved by UPS in advance and Customer’s rates for UPS Worldwide Economy service may differ as a result.

UPS Worldwide Economy rates for transportation of DDP Packages and DDU Packages from the UPS Worldwide Economy export site to the end consignee are listed at <https://www.ups.com/us/en/services/international-shipping/worldwide-economy.page>.

## **7. Additional Charges**

For Master Containers transported by UPS, the fuel surcharge applicable to UPS domestic services, as set forth in the UPS Tariff, applies to the transportation of each such Master Container from the pickup

location to the UPS Worldwide Economy export site. The fuel surcharge in effect at the time of shipping is described at [ups.com](https://www.ups.com).

An additional fuel surcharge applies to the transportation of DDP Packages from the UPS Worldwide Economy export site to the end consignee. The DDP fuel surcharge in effect at the time of shipping is described at <https://www.ups.com/us/en/services/international-shipping/worldwide-economy.page>.

Packages that exceed maximum weight or size limitations, as set forth herein, are subject to an additional surcharge. The amount of the surcharge in effect at the time of shipping is set forth at <https://www.ups.com/us/en/services/international-shipping/worldwide-economy.page>.

All duties, clearance fees, taxes, and any other fees for delivery of each DDP Package must be paid by the shipper. All duties, clearance fees, taxes, and any other fees for delivery of each DDU Package are collected from the consignee upon delivery.

UPS reserves that right to assess an administrative fee equal to ten percent (10%) of the total of duties and taxes charged applies to each DDP Package for which Customer uses a Landed Cost Calculator API or e-commerce platform plugin. Additional charges as referenced within the *UPS Rate and Service Guide* and UPS Tariff also apply to the UPS Worldwide Economy service.

The Duty & Tax Forwarding Surcharge and Entry Type 86 brokerage charges defined in the UPS Rate and Service Guide are not applicable for Worldwide Economy shipments.

Customer must notify UPS at **UPS Worldwide Economy, 475 Mundet Pl, Hillside, NJ 07205** or via any other mutually agreed claim method, of any claim for duties and liabilities within 28 days of the date when the Packages, documents or goods should have reached their destination. The written notification shall include all information and documents about the claim, including the actual value of the shipment and proof of loss. At UPS's request, the Customer shall ensure all original packaging materials are available for inspection. Notwithstanding any claim, the Customer shall pay all charges for carriage and may not deduct any claims from carriage charges the Customer owes UPS. Any claim not meeting these requirements shall be invalid.

## **B. UPS® Worldwide Economy Service Terms**

UPS provides UPS Worldwide Economy service to you (“Customer”) subject to the following terms and conditions (“UPS Worldwide Economy Service Terms”):

### **1. Applicable Terms.**

UPS Worldwide Economy service is provided pursuant to these UPS Worldwide Economy Terms and Conditions (including these UPS Worldwide Economy Service Terms). These UPS Worldwide Economy Service Terms may not be varied except by an agreement in writing and signed on behalf of UPS by an authorized officer. In the case of a conflict between these UPS Worldwide Economy Service Terms and any other terms in the UPS Tariff, the *UPS Rate and Service Guide*, or the Agreement, these UPS Worldwide Economy Service Terms shall govern. The UPS Tariff, *UPS Rate and Service Guide*, and the Agreement are expressly incorporated herein these UPS Worldwide Economy Service Terms by this reference.

### **2. Customs Clearance Services for DDP Packages.**

For the DDP Option, Customer agrees to the following customs clearance service terms set forth in these UPS® Worldwide Economy Terms and Conditions:

- Customer authorizes and grants a power of attorney to a licensed transportation partner chosen by UPS to act as your customs broker for any shipment. The licensed transportation partner will transact business with foreign revenue authorities to clear your shipment and account for duties and taxes on your behalf.
  - For shipments into the European Union, you consent to and appoint the licensed transportation partner to act in the capacity of a “Direct Representative.” In accordance with Article 5 of Council Regulation (EEC) no. 2913/82 and the customs code, a “Direct Representative” acts in the name of and on behalf of another person.
  - UPS or its licensed transportation partner may be required to advance on Customer’s behalf certain duties and taxes. In this event, the Customer will be assessed an amount based on UPS’s best estimate of the duties and taxes it will need to advance and a customs clearance fee, plus a percentage surcharge pursuant to prior agreement between Customer and UPS. The amount may not reflect the actual duties and taxes paid to complete clearance of the goods through customs. The amount will vary by country. Unless otherwise agreed by UPS, Customer shall be liable for any and all duties and taxes paid by UPS or its transportation partner on Customer’s behalf. At UPS’s sole discretion, it may require advance payment or confirmation of reimbursement arrangements as a precondition to completion of clearance and delivery including, but not limited to, cases of deliveries to recipients that UPS believes are not creditworthy and of shipments with high declared values. Any rates quoted by UPS for carriage are inclusive of local airport taxes but exclusive of any value added taxes, duties, levies, imposts, deposits, or outlays incurred in respect of carriage of the Customer’s

documents or goods. In the event Customer fails to pay, the Package will not be shipped, or if already shipped, the shipment may be returned to the Customer or placed into a general order warehouse or a customs-bonded warehouse. The Customer must then pay the advanced duties/taxes, the original transportation charges, and the return charges.

- UPS and its licensed transportation partner will not be liable for any penalties imposed or loss or damage incurred due to the impoundment of the Customer's documents or goods by customs or similar authorities. Customer hereby agrees to indemnify, defend, and hold harmless UPS, its officers, directors, employees, agents and their successor and assigns and its licensed transportation partner and 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's requirements applicable to the shipment.
- DDP Packages will be delivered on a Fully Landed Cost basis. "Fully Landed Costs" include transportation to any destination country available for the DDP Option and any duties, clearance fees, taxes, and all other fees needed to effect delivery. If Customer uses UPS's Landed Cost Calculator API or e-commerce platform plugin, costs for the disbursement of duties, clearance fees, taxes, and any other fees for delivery are estimated upon tender and the estimated amount of such costs shall be charged to Customer. All such charges are final, regardless of the actual amount of disbursements made upon import. An additional administrative fee equal to ten percent (10%) of the total of duties and taxes charged applies to each such DDP Package. UPS reserves the right to charge additional duties and taxes to Customer if (i) the Harmonized Tariff Schedule ("HTS") code Customer provides to UPS is deemed incorrect by the licensed transportation partner chosen by UPS to act as Customer's customs broker; and (ii) the correct HTS code, as determined by such customs broker in its sole and unlimited discretion, requires higher duties and taxes than the HTS code provided to UPS by Customer.
- If Customer does not provide an HTS code at the time of shipping, UPS reserves the right to determine the HTS code for the package based on the information provided by Customer, including but not limited to item description and country code. UPS takes no responsibility for any inaccurate HTS code. If the information provided by Customer is not sufficient or UPS is unable to determine the HTS code for a package, UPS reserves the right to return such package to Customer at Customer's expense.
- For DDP Packages exported from the United States, Customer shall act as the U.S. Principal Party in Interest ("USPPI") and be responsible for compliance with all Automated Export System ("AES") and Electronic Export Information ("EEI") filings requirements. Customer authorizes UPS to file EEI on Customer's behalf, based on information from Customer. Customer shall be responsible for compliance with applicable export control and international trade laws and

conventions and licensing requirements, which includes, but is not limited to ensuring that all products requiring Export Control Classification Numbers (“ECCN”) are assigned to DDP Packages and that each ECCN is verified against the Export Administration Regulations (“EAR”). Customer may be required to provide additional powers of attorney or written authorizations as USPPI to facilitate EEI filing requirements.

- Customer shall be responsible to ensure that the consignee or the party receiving the shipment is not a Restricted Entity. A “Restricted Entity” is any company, country, or individual on any list or program maintained by any governmental agency of the United States restricting the export of any items to or financial transactions with specific individuals, companies, or other entities, which, includes, but is not limited to, the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons and the Denied Persons List or the Entity List maintained by the Bureau of Industry and Security of the U.S. Department of Commerce. Customer shall not tender for UPS Worldwide Economy service any shipment to a party that is a Restricted Entity.

#### **5. Packaging; Screening and Inspection.**

Packages tendered for UPS Worldwide Economy service are subject to the weight and size limitations set forth above in the UPS Worldwide Economy Service Description, in effect at the time of shipping. Packages not conforming to these size and weight limits are subject to additional charges or may be returned to Customer at Customer’s expense. Customer understands that under the Transportation Security Administration regulations, UPS operates the UPS Worldwide Economy service as an “Indirect Air Carrier” and as such, UPS must refuse to offer for transportation by air any cargo shipment if the shipper does not consent to the screening of the cargo. By accepting these terms and conditions, I consent to the screening of my shipment. Customer consents to the screening of its Packages and Master Containers. In addition, UPS reserves the right to inspect all documents or goods consigned by the UPS Customer to ensure that all documents or goods are acceptable for carriage and that they may be carried to the countries of destination within the standard operating procedures of UPS. In making this reservation, UPS does not warrant that any particular item to be carried is capable of carriage and delivery without infringing the law of any country or state from, to or through which the item may be carried.

#### **6. UPS Shipping Requirements and Restrictions.**

Customer shall comply with: (i) these UPS Worldwide Economy Service Terms in effect at the time of shipping and all applicable UPS requirements, including restrictions on commodities and packaging (for DDP Packages); and (ii) the UPS Mail Innovations Service Terms and Conditions in effect at the time of shipping and all applicable UPS Mail Innovations requirements, including restrictions on commodities and packaging (for DDU Packages).

Customer is prohibited from shipping DDU Packages with a value greater than \$400. Customer is prohibited from shipping DDP Packages with a value greater than \$2,500. If found in the UPS system, UPS reserves the right to return such packages to Customer at Customer’s expense. Customer shall also

ensure that Packages do not contain any item that UPS prohibits or states that it does not accept, as set forth in the UPS Tariff in effect at the time of shipping.

Customer shall not tender, and UPS will not accept for UPS Worldwide Economy service, Packages containing lithium batteries, hazardous materials (defined as those materials regulated under Title 49 of the U.S. Code of Federal Regulations or USPS Publication 52), dangerous goods (defined as those materials subject to the Dangerous Goods Regulations by Air prepared by the International Air Transport Association (“IATA”) or the International Civil Aviation Organization (“ICAO”), the European Agreement concerning the International Carriage of Dangerous Goods by Road (“ADR”), or the International Maritime Dangerous Goods Code (“IMDG”)), or other items subject to regulation under Title 49 of the U.S. Code of Federal Regulations (including Limited Quantity (ORM-D)).

UPS is not a common carrier and will only carry Packages, documents, or goods that are the property of Customer and subject to these UPS Worldwide Economy Service Terms. UPS has absolute discretion and reserves the right to refuse to carry any other Packages, documents, or goods for any person, firm or company and to carry any other class of documents or goods. UPS, from time to time, shall notify customers of any documents or goods not listed in this Section that are not acceptable for carriage.

Packages that UPS will not accept for UPS Worldwide Economy service include, but are not limited to, Packages containing:

- gold and silver bullion, coin, dust, cyanides, precipitates, or any form of uncoined gold and silver ore bullion, platinum and other precious metals, precious and semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any nationality;
- negotiable securities, stocks, bonds, certificates, uncanceled postage or revenue stamps, war savings or thrift stamps, blank or endorsed bank cashiers' checks, money orders or traveler's checks, letters of credit, antiques, pictures;
- merchandise for commercial, government, or military use, resale, or bulk orders (e.g., business-to-business or “B2B” shipments);
- merchandise without a commercial transaction (e.g., consumer-to-consumer shipments or corporate gifts to employees)
- items that do not meet intellectual property rights, trademark, or copyright regulations in the destination country;
- dangerous, hazardous, combustible, or explosive materials, including aerosols, items containing gas under pressure, flammables such as inks, paints, and alcohol-based perfumes, or any other items classified as dangerous goods or not permitted for transport on passenger aircraft;
- tobacco, vaping, e-cigarette, and related products, including but not limited to any “*Tobacco Products*” as defined at [www.ups.com/tobacco](http://www.ups.com/tobacco) at the time of shipping;
- consumables (e.g., medicines, drugs, food, liquids, cosmetics, etc.), either packaged separately or in kits, except as otherwise set forth in the Agreement;



- batteries, either inside a device or packaged separately, except as otherwise set forth in the Agreement
- animals (whether or not live, dried, frozen, or otherwise prepared), any edible animal products, or any byproducts of animals listed in the Appendices to the Convention on International Trade in Endangered Species (CITES) at the time of shipping (<https://cites.org/eng/app/appendices.php>), except as otherwise set forth in the Agreement;
- vegetation (whether or not live, preserved, prepared, or byproducts) and natural or biological samples (e.g., dirt, rocks, plants, etc.), except as otherwise set forth in the Agreement;
- weapons or weapon accessories (e.g., knives, guns, gun scopes, gun optics, or gun cases), or thermal imaging merchandise, except as otherwise set forth in the Agreement; or
- refurbished or used merchandise, except as otherwise set forth in the Agreement.

Exceptions to any of the prohibited items for Packages listed above must be vetted and approved by UPS in writing. Any such exceptions must be set forth in Attachment A-2 to Customer's Agreement for UPS Worldwide Economy service prior to shipment.

Promotional products shipping is not permissible to the country of Canada with the UPS Economy DDP service as these transactions are formally considered business-to-business-to-consumer and not business-to-consumer.

In the event any Customer shall consign such items to UPS, the Customer shall indemnify UPS for all claims, damages and expenses arising in connection therewith, and UPS shall have the right to deal with such items as it shall see fit, including the right to abandon carriage of the same immediately upon UPS's having knowledge that such items infringe these UPS Worldwide Economy Terms and Conditions (including these UPS Worldwide Economy Service Terms).

Customer shall be responsible for any penalties, fines, or other damages that may arise as a result of Customer's failure to comply with UPS, UPS Mail Innovations, or UPS requirements. Customer acknowledges and agrees that Customer will bear all legal and financial responsibility associated with being exporter of record for any and all export transactions undertaken pursuant to UPS Worldwide Economy service, and that neither UPS nor any UPS affiliate will be responsible for export classification or compliance with export control laws applicable to the exporter of record.

Customer warrants that all Packages tendered for UPS Worldwide Economy service comply with all applicable export control and international trade laws and conventions and licensing requirements, including U.S. export rules and destination country import rules. Customer agrees to indemnify, defend, and hold harmless UPS and UPS affiliates from any liabilities, damages, costs, or expenses arising from or relating to any breach of this warranty.

## **7. Transit Time.**

The time and date of delivery for any package tendered for UPS Worldwide Economy service is not guaranteed. The UPS Service Guarantee as set forth in the applicable UPS Tariff is not available for

packages tendered for UPS Worldwide Economy service. Customer, on behalf of itself and its consignees, waives any right or claim for damages or liabilities of any kind against UPS or any third party carrier arising from or relating to delayed delivery of packages tendered for UPS Worldwide Economy service.

#### **8. Mode of Transportation; Delivery.**

UPS may provide UPS Worldwide Economy service via any mode of transportation in its discretion. Customer consents to and acknowledges that transportation for Packages, including for shipments to certain countries, may be made in whole or in part by third party carriers in UPS's sole discretion. Only one delivery attempt shall be made on each Package.

#### **9. Undeliverable Packages.**

DDP Packages that cannot be delivered will be destroyed. DDU Packages that cannot be delivered are subject to the USPS rules and procedures regarding undeliverable mail in the USPS International Mail Manual, available at <http://www.usps.com>.

#### **10. Termination of Service.**

UPS shall have the right to terminate UPS Worldwide Economy service to Customer immediately if Customer fails to comply with any of these UPS Worldwide Economy Service Terms or the terms of any Agreement, or if UPS terminates or suspends the UPS Worldwide Economy service offering in its entirety. Termination shall be effective on notice to Customer.

#### **11. Pricing.**

Customer shall pay the rates and charges applicable to UPS Worldwide Economy service, except as otherwise set forth in the Agreement. The rates and charges for UPS Worldwide Economy service are subject to change by UPS at any time for any reason. Changes shall become effective on the date specified in the notice.

Bill Third Party and Bill Consignee (Collect Billing) options are not available for UPS Worldwide Economy service, unless otherwise specified in the Agreement.

#### **12. Shipping and Processing Systems; Labeling; Export Site.**

Customer shall use (and shall ensure all Customer shipping locations use) Shipping on [ups.com](http://ups.com), UPS Shipping API, an approved UPS Ready Solution®, or an approved host system that meets UPS's requirements at the time of shipment (collectively, the "UPS Automated Shipping System") to process UPS Worldwide Economy Packages.

Customer shall apply to each individual Package tendered for UPS Worldwide Economy service a special UPS Worldwide Economy label, which is provided through the UPS Automated Shipping System at the time of manifest and load such Packages into a Master Container. Customer shall ship each Master Container to the designated UPS Worldwide Economy export site set forth in the Agreement. Master Containers that are not shipped to the designated export site are subject to additional charges, in

UPS's sole and unlimited discretion or may be returned to Customer at Customer's expense. Customer shall ensure that packages and their contents are appropriately packaged for safe shipment in accordance with all applicable laws, regulations, and transportation requirements.

### **13. Tracking with Delivery Confirmation.**

Tracking with delivery confirmation is available for all DDP Package destination countries. Tracking with delivery confirmation is available for select DDU Package destination countries, as set forth in the DDU rates in effect at the time of shipping.

### **14. Package Segregation.**

For a Customer using both the DDP Option and DDU Option, UPS reserves the right to require Customer to segregate its Master Containers by DDP Packages and DDU Packages, or to send all Packages to one UPS Worldwide Economy export site. UPS will provide Customer thirty (30) days' prior written notice of such requirement. If Customer does not follow such requirement, UPS reserves the right to return the Packages to Customer at Customer's expense.

### **15. Liability and Limitations.**

The Customer is liable for all losses, damages and expenses arising as a result of the Customer's failure to comply with obligations under these Conditions or as a result of the Customer's negligence. These UPS Worldwide Economy Service Terms expressly exclude UPS and UPS servants and agents from any liability for certain losses and damage and limit the amount of liability of UPS and UPS servants and agents for other losses and damage to the amount stated herein. Customers are therefore advised to obtain their own insurance for any losses and damages that are not expressly accepted by UPS.

UPS's maximum liability for any and all losses or damages due to any legal theory for each DDP Package is limited to a value of one hundred dollars (\$100). UPS's maximum liability for any and all losses or damages due to any legal theory for each DDU Package is limited to the amount of the actual fees and expenses charged by UPS for such package, not including postage fees charged to Customer. Customer agrees that the released value of each DDP Package is no greater than \$100, and the released value of each DDU Package is no greater than the amount of fees and expenses charged by UPS, each of which is a reasonable value under the circumstances surrounding the UPS Worldwide Economy service. Customer acknowledges that it does not wish to declare an additional value for any package to avoid the limitations of liability set forth herein. If Customer makes a declaration of value in excess of the limits set forth herein, Customer and UPS will consider such declaration to be null and void. If Customer desires cargo insurance, all risk insurance, or another form of insurance, Customer acknowledges that it should purchase such insurance from a third party. Customer, on behalf of itself and its consignees, waives any right or claim for loss or damage to a Package in excess of the limitations of liability set forth herein.

UPS is not an air transport carrier within the Warsaw Convention of 1929 and subsequent air carriage treaties and legislation. UPS acts as agents for UPS Worldwide Economy service Customers when consigning documents or goods with a particular airline for onward carriage, and without prejudice

to UPS's general right of subrogation, UPS shall have the right to recover compensation from any airline for loss, damage or expense incurred by any customer on behalf of that customer.

UPS's liability for loss or damage to each Master Container is set forth in the UPS Tariff, the UPS Air Freight Terms and Conditions of Contract, and the UPS Freight Rules and Charges, as applicable to the UPS domestic service level chosen by Customer and each available at [ups.com](https://www.ups.com), which are expressly incorporated herein. In the event Customer ships a Master Container to the export site through a carrier other than UPS or otherwise makes its own arrangements for transportation of a Master Container to the export site, UPS shall have no liability whatsoever for such Master Container or any Packages contained therein.

Notwithstanding anything herein to the contrary, UPS shall have no liability for any loss or damage to any goods while in the care, custody, or control of any third party, including but not limited to any postal authority.

Customer agrees that a UPS delivery scan, including a driver release delivery record or a record of delivery to a third party carrier, shall constitute valid and conclusive proof of delivery. Where a delivery scan for a Package has been provided as proof of delivery, UPS shall not be liable for, and Customer agrees to hold UPS harmless from, any and all claims arising from delivery of such Package, including loss, theft, nondelivery, or delayed delivery.

UPS's exclusions from liability contained in the UPS Tariff are expressly incorporated herein, as modified herein. Under no circumstance will UPS be liable for any Package after tender to a third party carrier.

IN NO EVENT SHALL UPS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING LOSS OF INCOME OR PROFIT OR DAMAGES ARISING FROM LOSS OR DAMAGE TO DOCUMENTS OR GOODS, MISDELIVERY, DELAYED OR FAILED DELIVERY, WHETHER OR NOT UPS KNEW OR SHOULD HAVE FORESEEN SUCH POSSIBLE DAMAGES AND WHETHER OR NOT UPS WAS NEGLIGENT OR ENGAGED IN WILLFUL MISCONDUCT.

## **16. Name Usage Guidelines.**

Customer shall comply with the UPS Worldwide Economy Name Usage Guidelines, available at <https://www.ups.com/us/en/services/international-shipping/worldwide-economy.page> when referring to UPS Worldwide Economy service in print or online retail communications.

## **0. Severability; Governing Law.**

All provisions of these UPS Worldwide Economy Terms and Conditions are severable. The law of Delaware applies without regard to conflict of law rules. The Customer consents to the exclusive

jurisdiction of Delaware State courts over actions arising under or relating to these UPS Worldwide Economy Terms and Conditions. All parties waive trial by jury.