

## **LABEL SERVICES TERMS AND CONDITIONS**

These Label Services Terms and Conditions, the initial work order form for label services executed by the parties (the “Work Order” and together with future work orders executed by the parties the “Work Orders”) and the Client Agreement referenced in the Work Orders (the Client Agreement, these Label Services Terms and Conditions, and the Work Orders collectively, the “Agreement”) are effective upon the signature date of the initial Work Order by and between UPS Professional Services, Inc. (“UPS-PSI”) with its principal offices located at 55 Glenlake Parkway N.E., Atlanta, Georgia 30328, and the customer indicated on the above-referenced Work Order and Client Agreement (“Customer” or “Client”). Unless otherwise defined in these Label Services Terms and Conditions, capitalized terms herein shall have those meanings set forth in the Client Agreement.

In consideration of the payment of amounts due hereunder and the other covenants and obligations set forth herein, UPS-PSI agrees to supply for use by Customer the services and products indicated on the label services form defined below.

### **1.0 SERVICE DESCRIPTION**

As indicated on the Work Orders executed by the parties, UPS-PSI will print or enable the printing of shipping labels or other labels as indicated on the Work Orders (the “Services”).

### **2.0 ACKNOWLEDGEMENTS**

- 2.1 Customer acknowledges that key-entry, printing or package information transmission pursuant to the Services set forth in Section 1 may be performed by agents, subcontractors or employees of UPS-PSI or Customer and Customer’s obligations under the Agreement are the same no matter which party performs these functions.
- 2.2 UPS-PSI reserves the right to accept or deny any request pursuant to the Services.
- 2.3 Customer is responsible for payment of all charges for any label generated under Customer’s account number. Customer agrees to pay for all labels ordered regardless of whether they are used or not.
- 2.4 Customer shall submit all required shipping information to UPS-PSI in the format required by UPS-PSI.
- 2.5 Customer agrees to follow the instructions provided by UPS-PSI to you from time to time regarding the Services and the use of the labels produced pursuant to the Services.
- 2.6 Customer agrees to automated data transformation techniques being applied to Customer data to make such data compliant for batch manifesting purposes. These processes may result in alterations to Customer data including capitalization, removal of special characters, truncation, relocation, and spelling changes.
- 2.7 C.O.D., Dangerous Goods, and other special services are not included as part of the Services.
- 2.8 The terms of carriage for Customer shipments shall be governed by the applicable transportation agreement, tariff, Service Guide, Standard Conditions, or contract of carriage under which the shipment is accepted for shipment.

- 2.9 To the extent Customer submits information to UPS-PSI via the Internet, Customer is encouraged to encrypt the information prior to transmission. Customer assumes all risk of sending information to UPS-PSI in unencrypted format and agrees to indemnify and hold harmless UPS-PSI from and against any third party claims arising out of or related to any decision to send information to UPS-PSI in an unencrypted format.
- 2.10 In the event Customer instructs UPS-PSI to create a label in order to manifest a shipment that is billed to an account number other than one owned by Customer, Customer represents and warrants that Customer is authorized to bill such shipment(s) to such account number and agrees to indemnify and hold harmless UPS-PSI for any claims arising from a breach of the foregoing representation and warranty. In such event, you also will be responsible for the payment of the invoices associated with such shipment(s).
- 2.11 UPS-PSI shall not be liable for shipments tendered with labels containing incorrect routing, labelling, commitment date, service designation or other errors resulting from information supplied by Customer.
- 2.12 UPS-PSI will use commercially reasonable efforts to generate the requested labels and tender them for delivery within a commercially reasonable timeframe.
- 2.13 Customer will be responsible for shipping charges related to the delivery of the labels to Customer.
- 2.14 UPS-PSI is not responsible for delays, loss, or damages related to the delivery of the labels to you.
- 2.15 The labels are personal to Customer and are non-transferable.
- 2.16 Customer is responsible for preparing and packaging items for shipment.
- 2.17 Customer will be responsible for all shipments made using any of the labels provided as part of the service regardless of whether such labels were lost, stolen, damaged or otherwise used without Customer permission or direction.
- 2.18 UPS-PSI holds and retains, other than as provided in this Agreement, all worldwide rights, title and interests, including without limitation, copyright and patent rights, in and to the Services and the labels provided via the Services.

*[End of Label Services Terms and Conditions]*