

UPS EXPRESS CRITICAL[®] TERMS AND CONDITIONS OF CONTRACT

United States and International Destinations

These Terms and Conditions of Contract (the “Terms”) are effective as of April 1, 2010. The Terms are subject to change without notice. For the most current version of the Terms, please refer to the Terms on UPS Supply Chain Solutions’ web site at www.ups-scs.com/tools/terms.html . To the extent there is a conflict between these Terms and the most current version on UPS Supply Chain Solution’s website, those of the web site shall prevail. . This document sets forth the terms and conditions, including liability limitations, governing UPS Express Critical[®] shipments made through UPS Supply Chain Solutions. In tendering any shipment to us for transportation, the Shipper, Consignee and any other party with an interest in the shipment (or anyone claiming by, through or on behalf of such parties) agree to these Terms, which shall supersede all previous Terms. These Terms shall apply to all shipments, subject to any federal, state or foreign law, rule or regulation that is compulsorily applicable to the shipment. Shipments originating outside the United States of America (U.S.) for U.S. or other international destinations are subject to local tariffs and the terms and conditions of the UPS Supply Chain Solutions’ subsidiary, branch or independent contractor that accepted the shipment, if such terms and conditions are different from these Terms.

Where the liability scheme set forth in the U.S. laws collectively known as the “Carmack Amendment” (“Carmack”), 49 U.S.C. sections 14706 and/or 11706, would otherwise apply to any segment of the transportation of the shipment, the Shipper and UPS SCS expressly agree to a waiver of the Carmack liability scheme, and the Shipper expressly agrees that these Terms satisfy the express written waiver of Carmack, required under 49 U.S.C. 14101 (b), of all the Shipper’s rights and remedies under Carmack, excluding the provisions governing registration, insurance or safety fitness.

These terms are mutually binding on the Shipper, Consignee and any other party with an interest in the shipment (or anyone claiming by, through or on behalf of such parties) and on UPS Supply Chain Solutions, Inc. (“UPS-SCS”) with respect to the services provided in the Americas region, UPS-SCS (International) GmbH (“UPS-SCS Europe”) with respect to services provided in Europe, Middle East and Africa region, and UPS-SCS (Asia) Limited (“UPS-SCS Asia”) with respect to services provided in Asia-Pacific region, and on each applicable SCS local entity as defined below. UPS-SCS, UPS-SCS Europe, and UPS-SCS Asia shall each be referred to as the “Network” as such term is used in this Agreement but solely with respect to the services provided in their respective regions. All services provided in the country of the Shipper or Consignee will be provided by the SCS entity located in that country (“SCS Local Entity”) and not by any of the Networks or any other UPS-SCS affiliated company.

NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF UPS SUPPLY CHAIN SOLUTIONS OTHER THAN AN AUTHORIZED OFFICER THEREOF IS AUTHORIZED TO CHANGE OR MODIFY THESE TERMS. If there is a conflict between these Terms and the Terms and Conditions of any UPS Supply Chain Solutions air waybill, bill of lading or other transportation contract, the Terms contained herein shall control to the extent not in conflict with the rules relating to liability for international carriage established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12 October 1929 (“**Warsaw Convention**”), as amended by the protocol done at The Hague on 28 September 1955 (“**Hague Protocol**”), and the protocol number 4 done at Montreal on 25 September 1975 (“**Montreal Protocol 4**”), as each may be applicable to a shipment, and the Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999 (“**Montreal Convention**”). These Terms supersede all previous and other prior statements concerning the conditions of the UPS Supply Chain Solutions service to which it applies. Should any court of competent jurisdiction for any reason declare or rule that any provision(s) of these Terms is invalid or unenforceable, such declaration or ruling shall not affect the validity of any remaining provisions, or portions thereof, of the Terms, which remaining provisions of the Terms, or any portions thereof, which remaining provisions shall continue in full force and effect. Any failure to enforce or apply a term, condition or provision of these Terms, shall not constitute a waiver of that term, condition or provision or otherwise impair our right to enforce or apply or apply such term, condition or provision in the future.

As used herein and on any of our documents, including, without limitation, air waybills or bills of lading, the words "UPS Supply Chain Solutions," "our," "we," and "us" shall refer to UPS-SCS, UPS-SCS Europe, UPS-SCS Asia or the Local Entity, as applicable, and their employees and agents. For international shipments, "pound(s)" shall be converted to applicable metric weight. As used herein, the term "Shipper" shall mean the owner, or its agent, that tenders a shipment(s) to us for transportation or for the arrangement of transportation from an origin to a destination that the Shipper specifies, subject to these Terms.

No SCS Local Entity has any authority to act on behalf of any Network or any other SCS entity, except that the SCS Local Entity may remit the appropriate amount of customer payments to the appropriate Network or other SCS entity.

I. ACCOUNT NUMBERS

A valid UPS Supply Chain Solutions' account number or a valid UPS Shipper number is required for all shipments unless payment is made at the time of shipment. The use of a valid UPS Supply Chain Solutions' account number ensures that: (a) UPS Supply Chain Solutions' invoices are sent to the proper locations for payment; (b) account activity is accurately summarized by our systems and; (c) the payor is billed with the appropriate discount. Account numbers will be made available to all qualified shippers.

In the event that an earned discount is not applied to an invoice because the payor's account number was omitted on the air waybill or bill of lading, no adjustments will be allowed.

II. ADDRESS CORRECTION

- A. In the event a Consignee's address or ZIP/Postal code is found to be incorrect, we will attempt to determine the correct address and complete the delivery as expeditiously as possible, but we assume no responsibility for our inability to complete delivery under such circumstances. A special handling fee per correction will be assessed for this service. If the correct address cannot be determined and if the Consignee cannot be reached, the Shipper will be contacted for address clarification or instructions for the return of the shipment. (See XV. NOTICE AND DISPOSITION OF PROPERTY.)
- B. Carrier cannot deliver to a P.O. box, Army Post Office, Fleet Post Office or local, state or federal prison. If the shipper should use a P.O. box, Army Post Office or Fleet Post Office address, Carrier may, in its sole discretion, attempt to contact shipper for further instructions or to determine the correct street address and try to complete delivery or otherwise, at shipper's cost, hold, return or dispose of any such package tendered for shipment. A package addressed to a P.O. box, Army Post Office or Fleet Post Office may experience delays and will not be covered by any service guarantee.

III. THE AIR WAYBILL/BILL OF LADING

- A. The Shipper shall have the duty to prepare and present a current version of our air waybill or bill of lading form for each shipment. Notwithstanding who prepared the air waybill, bill of lading or any other originating transport document, the Shipper agrees that the air waybill and/or bill of lading shall conclusively be deemed to have been prepared by the Shipper and shall be deemed a UPS Supply Chain Solutions air waybill if "Domestic Air," "Domestic Charter," "International Charter" or "International Air" service level is indicated, or a bill of lading if "Domestic Surface" service level is indicated. UPS Supply Chain Solutions shall not accept customers' shipping documents. Shippers must use the UPS Supply Chain Solutions air waybill or bill of lading. In the event Shipper submits and UPS SCS inadvertently accepts other shipping documentation, including, without limitation, a previous version of our air waybill or bill of lading, or customer-provided documentation, it shall be deemed to be utilized for convenience purposes only, and any such shipment shall be subject to these Terms. The air waybill, bill of lading or other transport document shall be nonnegotiable. In addition to these Terms, which shall prevail in the event of any conflict between terms incorporated by reference herein, each shipment shall be subject to the rules, regulations, rates

and charges contained or referred to herein, the Terms of the applicable air waybill or bill of lading, and all standard pricing in effect and tariffs maintained by us in effect on the day of acceptance of such shipment.

- B. The air waybill or bill of lading shall be binding upon the Shipper, the Consignee, and any other party with an interest in the shipment, us, and our agents.
- C. Upon tendering the shipment to us, the Shipper and the Consignee agree to these Terms, including, but not limited to, the limitations of liability herein, and such parties further agree that these Terms shall apply to our agents and their contracting carriers.
- D. If requested by Shipper, we will provide to Shipper a copy of the air waybill, bill of lading, Shipper's manifest or other nonnegotiable shipping documents on which the shipment was tendered to us. A charge per copy will be assessed for this service
- E. Shipper agrees that is has sole responsibility to accurately and completely describe the contents of all shipments on the air waybill or bill of lading.
- F. A contact name and phone number for the Shipper must be legibly written on the Air Waybill or bill of lading.
- G. A contact name, address, ZIP/postal code, and phone number for the Consignee must be legibly written on the air waybill or bill of lading.
- H. The number of pieces included in a shipment must be specified on the air waybill or bill of lading.
- I. The dimensions and weight of the shipment must be entered on the air waybill or bill of lading by the Shipper. If omitted or entered incorrectly, we reserve the right to either:
 - 1. Measure and weigh the shipment and apply appropriate density and oversize shipment surcharges,
 - 2. Confirm with the airline or driver the accurate pieces and weight of the shipment and apply appropriately.
- J. When used for shipments moving to, from, or between international points ("International Shipments") by air, the air waybill shall be deemed an air waybill within the meaning of the Warsaw Convention, Hague Protocol, Montreal Protocol 4, or the Montreal Convention, whichever is compulsorily applicable to the segment of international air transportation of the shipment.
- K. Omission of the service level on the air waybill will default to the most expeditious service available.
- L. IATA regulations require certain notations to be placed on an air waybill or bill of lading for shipments of Dangerous Goods. Shipper shall have the sole obligation to comply with IATA regulations and make such notations, if applicable.
- M. If the commodity being shipped is not Dangerous Goods, but could be confused as such, the Shipper must place the words "NOT RESTRICTED" on the air waybill or bill of lading to certify that the Shipper has reviewed the shipment against the appropriate regulations.

IV. APPLICATION OF CHARGES

- A. Rates and charges for UPS Express Critical services can be found by calling UPS Express Critical Customer Service at 1-800-714-8779.
- B. Except as otherwise provided for herein, transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of:

1. The actual weight, or
 2. The cubic dimension weight determined in accordance with Subsection E.
- C. We will attempt to provide the service requested on the air waybill or bill of lading. However, failure to provide such level of service will not affect the applicable charges. The charges will be assessed on the basis of the service level requested on the air waybill or bill of lading at the rates in effect on the day of acceptance of the shipment. Omission of the service level on the air waybill or bill of lading will result in rates charged for the most expeditious service available.
- D. In computing charges, fractions will be rounded to the next higher cent.
- E. Fractions of pounds will be assessed at the charge for the next higher pound. Fractions of kilograms will be rounded up to the next half kilogram. Fractions of inches or centimeters will be rounded up to the next higher unit.
- F. Charges for domestic U.S. shipments with overall measurements exceeding 194 cubic inches will be assessed on the basis of one pound per 194 cubic inches or fraction thereof. Charges for international shipments with overall measurements exceeding 166 cubic inches will be assessed on the basis of one pound per 166 cubic inches or fraction thereof. Cubic measurements will be based on the product of the length times width times height of each piece comprising a shipment.
- G. All multiple piece shipments that are tendered on a single air waybill or bill of lading moving within the continental United States or between the continental United States and Alaska, Hawaii, and Puerto Rico, will be rated by the most current standard UPS Supply Chain Solutions' pricing and/or rate tariff. This rule will not apply to intrastate shipments.
- H. For intrastate shipments, appropriate filed tariff rates will supersede all other rates where applicable.
- I. One-day rate quotes are applicable to the specific shipment under quote only and are valid for 48 hours. Rates and service quotations will be based upon information provided by you, but final rates and service may vary based upon the shipment actually tendered.
- J. We reserve the right, in our sole discretion, to audit air waybills or bills of lading and shipments made via automated device to verify service selection and package or shipment weight. If the service selected or weight is incorrect, we may make the appropriate adjustments to the invoice at any time.
- K. We reserve the right to adjust our prices in order to reflect any fuel surcharge, security surcharge, or other surcharges arising out of increased costs.
- L. An additional charge will be assessed for each package tendered to Carrier on a non-business day and after business hours. An additional charge will be assessed for each package delivered by Carrier on a non-business Day and after business hours. The term "non-business day" means Saturday and Sunday and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, and New Year's Eve.

V. CHARGES PREPAID, COLLECT, THIRD-PARTY AND CREDIT CARDS

- A. Shipments will be accepted either with charges to be prepaid by the Shipper (a.k.a. bill to Shipper), collected from the Consignee (a.k.a. bill to Consignee), charged on a major credit card (with appropriate phone authorization from the credit card company) or, when requested by Shipper or the Consignee, to be billed to a third party. In any case, the account number of the party must be specified on our air waybill or bill of lading. If the third party refuses payment for any reason, liability for the payment shall revert to the Shipper, Consignee, and/or whoever requested the third party billing. When the form of payment is not marked on the air waybill or bill of lading, the shipment will be assumed to be prepaid. The Shipper and Consignee shall be

liable jointly and separately for all unpaid charges payable on account of a shipment.

- B. The “type of billing” cannot be changed once the shipment is tendered to UPS Supply Chain Solutions unless the request is accompanied by a written guarantee from the new payor. For any other shipments that have not been delivered or passed on to the Consignee’s broker, Shipper-initiated requests for changes in type of billing, e.g., PREPAID, COLLECT, OR THIRD PARTY, will be honored at no charge. Subsequently, no request for “type of billing” changes that increase the earned discounts will be accepted, nor will the invoice be adjusted.
- C. All requests for changes in type of billing after delivery must be accompanied by a guarantee of payment by the new payor. An additional charge for this change will be assessed.) Revisions will not be allowed when a reduction in the original rates occurs as a result of the change.
- D. The following shipments must be prepaid by the Shipper or billed on an accepted major credit card regardless of the payment type checked on the air waybill or bill of lading:
 - 1. Shipments addressed to United States Government agencies, unless shipped on a Government Bill of Lading.
 - 2. Shipments addressed to any person and/or organization in care of another person and/or organization.
 - 3. Shipment with a commercial value less than the transportation charges.
 - 4. Shipments of samples.
- E. Charges on the following shipments must be billed on an accepted major credit card:
 - 1. Shipments being paid for by a customer without a current account number.
 - 2. Shipments destined to exhibition grounds, parks, fairs, or similar enclosures.
 - 3. Shipments of personal effects consisting of wearing apparel, cosmetics, toilet articles, and articles worn by an individual, used, not for resale.
 - 4. Shipments addressed to hotel guests.
 - 5. Shipments addressed to or from political organizations.

VI. CHARGES FOR SHIPMENTS CONTAINING OVERSIZED AND UNUSUAL PIECES

- A. For all shipments moving via air services, refer to Section IV, APPLICATION OF CHARGES for explanation of the calculation of dimensional weight charges.
- B. For all shipments moving via ground (surface), shipments will be rated based on the size vehicle required to hold the freight. Shipments requiring specialized equipment or services will be assessed additional charges.

VII. CLAIMS PROCEDURE

- A. Loss and Damage Claim Requirements:
 - 1. Loss or damage claims should be sent to the following address:

UPS Supply Chain Solutions
Attn: Cargo Claims
10881 Lowell Avenue, Suite 220
Overland Park, KS 66210-1666

2. International and Domestic Shipments:
 - a. As used herein and throughout these Terms, a domestic shipment is one which moves solely within the borders of a country and/or its possessions.
 - b. As used herein and throughout these Terms, an international shipment is one which moves from one country to another.
3. All claims, domestic and international, for loss or damage MUST be made in writing and received within 120 calendar days after the date of acceptance of the shipment by us. They will be acknowledged within 10 calendar days after receipt at the above address.
4. No claim will be concluded until all transportation charges have been paid. The amount of a claim may not be deducted from lawful transportation charges.
5. Filing Period
 - a. For shipments within the United States and Canada, or between the United States and Canada, loss or damage to contents of a shipping container, which could not have been noted at the time of delivery, must be reported to UPS Supply Chain Solutions by calling 1-800-714-8779 within 14 calendar days from date of delivery. A request for inspection should be made at that time. All merchandise must be retained in the original shipping container, in the same condition it was in when damage was discovered, until inspection by UPS Supply Chain Solutions.
 - b. For international shipments, loss or damage to contents of a shipping container, which could not have been noted at the time of delivery, must be reported by calling 1-800-714- 8779 within 14 calendar days from the date of delivery. A request for inspection should be made at that time. All merchandise must be retained in the original shipping container, in the same condition it was in when damage was discovered, until inspected by UPS Supply Chain Solutions.
6. Legal action involving domestic shipments must commence within one (1) year from the date written notice declining the claim in whole or in part is given to the claimant, unless otherwise required by federal or state law, rule or regulation applicable to the shipment.
7. For international shipments, legal action must commence within two (2) years from the date of arrival of the shipment at destination or from the date the shipment should have arrived, or from the date on which carriage stopped.
8. When salvage becomes the property of UPS Supply Chain Solutions due to claim settlement, it will be picked up at UPS Supply Chain Solutions' discretion.
9. For information on claim procedures for all shipments contact 1-800-714-8779.
10. All claims for loss or damage are subject to proof of value.

B. Service Failure Claims - Filing Limits

1. Customers wishing to file a claim for service failure must notify us in writing within 30 calendar days from the date of invoice. For all shipments please contact 1-800-714-8779 for information regarding where to file your claim.

2. A service failure will not be deemed to have occurred if within 30 calendar days after notification, we provide:
 - a. Proof of timely delivery, consisting of date and time of delivery and name of person who signed for the shipment, or
 - b. Service exception information reflecting that the failure to timely delivery resulted from an exception described under Item XI. LIABILITIES NOT ASSUMED, or
 - c. Proof that the service was necessary for the protection of shipments with a declared value or insurance amount of \$25,000 (U.S.D.) or greater.

C. Overcharge Claims

1. Claims for overcharges or billing adjustments MUST be made in writing within 60 calendar days of invoice to:

UPS Supply Chain Solutions
Attn: Claims
10881 Lowell Avenue, Suite 220
Overland Park, KS 66210-1666

D. Guaranteed Service Claims. For claims filed pursuant to Guaranteed Service, See Section X. Subsection H.

VIII. CUSTOMS CLEARANCE

- A. All shipments which cross international borders must be cleared through Customs in the destination country prior to delivery to the Consignee.
- B. Customs clearance is the responsibility of the Shipper and/or Consignee, and arrangements can be made by UPS Supply Chain Solutions upon request.
- C. When shipments are held by Customs or other agencies due to incorrect or missing documentation, we will attempt to first notify the Consignee. If local law requires the correct information or documentation to be submitted by the Consignee and the Consignee fails to do so within a reasonable time as we may determine, the shipment will be considered undeliverable. (See XXIV. SHIPMENTS SUBJECT TO DELAY) If the Consignee fails to supply the required information or documentation and local law allows the sender to provide the same, we will attempt to notify the sender. If the sender also fails to provide the information or documentation within a reasonable time as we may determine, the shipment will be considered undeliverable. (See XXIV. SHIPMENTS SUBJECT TO DELAY)
- D. Shipments requiring documentation in addition to the International air waybill (e.g., a Commercial Invoice) may require additional transit time. Proper completion of necessary documentation and accurate commodity descriptions are the responsibility of the Shipper.
- E. All non-document shipments to Anguilla, Antigua, Martinique, Montserrat, St. Kitts and Nevis, regardless of value, must be cleared through Customs by the Consignee. All non-document shipments to St. Vincent, Uruguay and Grenada valued over \$50.00 (U.S.D.); to Argentina valued over \$100.00 (U.S.D.); and to Brazil and Chile valued over \$500.00 (U.S.D.) must be cleared through Customs by the Consignee. In these cases, Customs paperwork will be delivered to the Consignee. In this instance, delivery of paperwork constitutes shipment delivery.
- F. U.S. Customs regulations require the IRS Employer Identification Number (EIN) or, if an individual, the Social Security Number (SSN) of the U.S. Consignee for certain shipments being imported into the United States. THIS INFORMATION MUST BE INCLUDED ON THE INTERNATIONAL AIR WAYBILL AND COMMERCIAL INVOICE ON ALL INBOUND SHIPMENTS. The EIN or SSN must be on file with the U.S.

Customs Service. Any changes to a company name, address, or the EIN/SSN should be provided to UPS Supply Chain Solutions for system updating.

Shipments scheduled for delivery which do not have the correct EIN or SSN may be detained until that information can be obtained from the Consignee or otherwise determined.

This U.S. Customs Service requirement applies to shipments with a declared value for Customs of U.S. \$1,250.00 or more and for the following commodities regardless of value: textiles or textile products, leather or leather products, or goods that are restricted or controlled requiring a formal entry by the U.S. Customs Service.

- G. Customs penalties, storage charges, or other expenses incurred as a result of an action by customs or failure by the shipper or consignee to provide proper documentation or to obtain a required license or permit will be charged to the shipper or consignee along with any applicable duty and tax. Carrier may prepay duties, fees and taxes on behalf of the shipper or consignee. All such duties, fees and taxes will be charged to the shipper, and a disbursement fee based on the amount advanced will be assessed and billed to the shipper. However, the shipper is liable for all charges in the event of non-payment by the consignee. Unless otherwise specified, Carrier provides brokerage services through UPS Supply Chain Solutions or its designee.
- H. For each and every export shipment, Shipper hereby warrants and certifies that all statement and information contained in the documentation provided to us relating to exportation are true, complete and correct. Furthermore, Shipper understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation. Shipper is solely responsible for determining any export license requirements and to obtain, for export purposes, any export license or other official authorization. Our liability for negligent acts or omissions arising out of or related to services with respect to an export shipment is limited as set forth in Section XV herein.

IX. HAZARDOUS MATERIALS (DANGEROUS GOODS)

- A. No Hazardous Materials shall be accepted for any air transportation, except for specified charters by written agreement only.

At our sole discretion, certain Hazardous Materials will be accepted for surface transportation. However, the following types of Hazardous Material will not be accepted under any circumstances:

1. Class 1 Explosives
 2. Division 2.3 Toxic Gases
 3. Division 6.1 Toxic Materials with an inhalation toxicity of hazard zone A or B Class 7 Radioactive Materials (other than "excepted package")
- B. If the shipment contains Hazardous Materials, the Shipper shall have the responsibility to so state on the bill of lading and submit any additional shipping papers as required by 49 CFR or other applicable country regulations.
 - C. We only accept Hazardous Materials for ground transport within the U.S. under 49 CFR. The only Hazardous Materials accepted for air transport are full airplane charters and are subject to the acceptance and liability limitations of the selected air carrier. Shipments of Hazardous Materials moving at any service level offered will be assessed an additional charge in addition to all other applicable charges
 - D. Between all other points not specified in Subsections A through C, the charges for handling and transporting all Hazardous Materials may vary. For all shipments please contact 1-800-714-8779 for charges.

- E. If the commodity being shipped is not Hazardous Materials but could be confused as such, the Shipper must place the words “NOT RESTRICTED” on the bill of lading to indicate that the shipment has been reviewed against the appropriate regulations.
- F. If we inadvertently accept any Hazardous Materials contrary to our Terms and Conditions set forth herein, we will not be liable for damages or penalties associated with such acceptance, and Shipper will defend, indemnify, protect and hold us harmless from any and all penalties, claims, damages of any kind, lawsuits and expenses (including, but not limited to, attorneys fees), arising out of such erroneous acceptance.

X. GUARANTEED SERVICE

- A. UPS guarantees on-schedule delivery of shipments shipped via UPS Express Critical where such services are available (“Guaranteed Service”). Guaranteed Service does not apply to UPS Inside PrecisionSM (K-Van Service), Transportation Protective Services, Secure Product Services, Charters, Hand Carry or other value-added or specialized services. Information on availability and description of Guaranteed Service delivery times, designation of pickup and delivery locations, and applicable rates and charges, can be found at www.ups.com, is available upon request, and is subject to change without prior notice. Guaranteed Service may be suspended or revoked without prior notice. “On-time” or “on-schedule” means, subject to the terms of this Section X, delivery is attempted within 60 seconds of quoted delivery time. If a Shipper selects a service to a destination or ZIP/postal code for which the requested service is not available, UPS will attempt to provide the service requested. In such case, the service will not be guaranteed and may incur additional charges.
- B. The following shipments are not eligible for Guaranteed Service:
 - 1. Residential pickup or delivery.
 - 2. Shipments containing Dangerous Goods or Dry Ice.
- C. In the event UPS fails to attempt delivery within the quoted time provided when 1-800-714-8779 is called, UPS at its option will either credit, refund or reduce the Transportation charges, as defined below, for such shipment to the payer only, upon request and subject to the conditions set forth in this Section X. Transportation charges do not include other fees or charges that may be assessed by UPS, including but not limited to, fuel surcharges. This is the sole remedy available under the Guaranteed Service and Guaranteed Service does not constitute any form of undertaking or representation for any other purpose that the shipment will arrive by any particular time.

“Transportation charges” means the amounts assessed for the movement of a shipment and does not include any other fees or charges which may be assessed including, but not limited to, all applicable accessorial charges, special or additional handling fees, customs duties and taxes, Declared Value charges, Check to Shipper (C.T.S.) charges, surcharges, and late payment fees.
- D. Under no circumstances shall UPS be liable for loss of merchantability or any special, incidental or consequential damages, including, but not limited to, damages arising from delayed delivery or failure to attempt delivery in accordance with Guaranteed Service, loss of profits or loss of income, whether or not UPS had knowledge that such damages might be incurred. UPS shall not be liable for any damages whatsoever for delayed delivery, except as specifically provided for shipments made under Guaranteed Service.
- E. Only one refund or credit is permitted per shipment. In the case of multiple-piece Guaranteed Service shipments, the guarantee will apply to every piece in the shipment. If a piece within a multiple-piece shipment is delayed, a refund or credit will be given only for the portion of the Transportation charges applicable to that piece. Credits for Transportation charges will be applied to the payer’s account only, and refunds will be made payable to the payer only.

F. Shipments must be tendered to UPS within pick-up time indicated during shipment booking.

G. The guarantee does not apply to shipments that are delayed due in whole or in part to:

1. The act, default or omission of the shipper, consignee or any other party claiming an interest in the shipment, including delivery instructions from the shipper or consignee with which UPS attempted to, or did, comply.
2. The nature of the shipment, defect, or inherent vice of the contents.
3. Failure of the shipper or consignee to observe any term contained in these Terms, including, but not limited to, improper or insufficient packaging, securing, addressing or marking of any shipment, omission of, or provision of, an incorrect consignee address or ZIP/postal code on the Air Waybill, or providing insufficient information.
4. Acts of God, weather conditions, environmental or dangerous goods incidents, perils of the air, public enemies, public authorities acting with actual or apparent authority, application of security regulations imposed by a government or otherwise applicable to the shipment, acts or omissions of customs officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labor disputes or disturbances, civil commotions or hazards incident to a state of war, local or national disruptions in ground or air transportation networks or systems due to events beyond UPS's control, disruption or failure of communication and information systems, disruption or failure of utilities, or any circumstances beyond UPS's control.
5. Mechanical delay of aircraft or other equipment failures.
6. Acts or omissions of any person other than UPS.
7. Compliance with laws, government regulations or requirements, or any cause beyond UPS's control.
8. Customs or other regulatory agency delays.
9. For international and domestic next-flight-out service, the quoted delivery time may be changed for many reasons, including, but not limited to, the following: flight delays or cancellations due to air traffic control, TSA, weather or mechanical problems. If the delivery commitment time is changed, the Guaranteed Service will only be applicable to the latest quoted delivery time.

H. Guaranteed Service Claim Requirements

1. Guaranteed Service claims must be received in writing by UPS within 15 calendar days after the date of acceptance of the Guaranteed Service shipment. Customers must submit the Guaranteed Service claim in writing to the following address:

UPS Express Critical
Attn: Claims Department
10881 Lowell
Overland Park, KS 66210

2. All Guaranteed Service claims must include (1) reference to the UPS invoice number to which the claim pertains; (2) check number and name of payor on the check, if payment was made by check; (3) a copy of the Air Waybill, bill of lading, or shipping manifest; and (4) description of, and amount of, the refund requested.

3. No action arising under the guarantee for domestic Guaranteed Service shipments may be maintained against UPS unless (1) claimant strictly complies with all requirements of this Subsection H; and (2) claimant commences the action within one (1) year from the date of acceptance of the Guaranteed Service shipment by UPS, unless otherwise required by federal, state, or other applicable law, rule or regulation applicable to the Guaranteed Service shipment.
4. No action arising under the guarantee for international Guaranteed Service shipments may be maintained against UPS unless (1) claimant strictly complies with all requirements of this Subsection H; and (2) claimant commences the action within two (2) years from date of arrival of the Guaranteed Service shipment at destination or from the date the Guaranteed Service shipment should have arrived or from the date on which carriage stopped, unless otherwise provided by any mandatory applicable law.

XI. INSPECTION OF SHIPMENTS

Cargo items tendered for transportation are subject to aviation security controls by air carriers and when appropriate, other government regulations. Copies of all relevant shipping documents showing the cargo's Consignee, consignor, description and other relevant data will be retained on file until the cargo completes its transportation.

We may, but shall not be obligated to, inspect any shipment, and will not be liable for any loss, damage, or delay or other expenses as a result of inspections ordered or required by U.S. Customs or other governmental agencies, or any other law or regulation, whether or not such inspection was performed by us.

XII. LIABILITIES NOT ASSUMED

- A. We will not be responsible for contributory negligence on the part of the Shipper, Consignee, or third party.
- B. Without limiting the generality of Subsection A, we shall not be liable for any loss, damage, misdelivery or non-delivery caused by:
 1. The act, default, or omission of the Shipper, Consignee, of any other party claiming an interest in the shipment.
 2. The nature of the shipment, defect, or inherent vice of the product.
 3. Failure of the Shipper or Consignee to observe any term contained in the document, including but not limited to improper or insufficient packaging, securing, addressing or marking of any shipment or, the Shipper's failure to follow any term related to shipments that are not acceptable for transport.
 4. Acts of God, weather conditions, mechanical delay of aircraft or other equipment failures, environmental or Dangerous Goods incident, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omissions of custom officials, authority of law, quarantine, riots, strikes, civil commotion or hazards incident to a state of war.
 5. Acts or omissions of any person other than us, including commercial carriers or delivery agents.
 6. Compliance with laws, governmental regulations, orders or requirements, or any cause beyond our control.
- C. There are no stopping places which are agreed upon at the time of tender of the shipment, and we reserve the right to route the shipment in any way we deem appropriate. **IN NO EVENT SHALL WE BE LIABLE**

FOR LOSS OF MERCHANTABILITY OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO DELAY, MIS-DELIVERY, NON-DELIVERY, INCOMPLETE OR OTHERWISE INADEQUATE DELIVERY (INCLUDING BUT NOT LIMITED TO FAILURE TO FOLLOW SHIPPER OR CONSIGNEE INSTRUCTIONS OR FAILURE TO COLLECT OR PROPERLY DELIVER A PAYMENT INSTRUCTION), MISSED PICKUP, DELAY, LOSS OR DAMAGE WHETHER OR NOT WE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

- D. Shipper is responsible for and warrants its compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import and export laws, and government regulations of any country to, from, through or over which its shipment may be carried. Shipper agrees to furnish such information and complete and attach to the air waybill or bill of lading such documents as are necessary to comply with such laws, rules and regulations. We assume no liability to Shipper or any other persons for any loss or expense due to Shipper's failure to comply with this provision.

If Shipper does not complete all the documents required for carriage, or if the documents Shipper submits are not appropriate for the service or destination requested, Shipper hereby instructs us, where permitted by law, to complete, correct or replace the documents for Shipper at Shipper's expense. However, we are not obligated to do so. If a substitute form of air waybill or bill of lading is needed to complete delivery of the shipment, and we complete that document, the Terms of this air waybill or bill of lading will govern. We are not liable to Shipper or any other person for our actions on Shipper's behalf under this provision.

- E. Except for failure to attempt delivery in accordance with the Guaranteed Service section herein, and then only in respect of the remedy afforded by that section, our liability for damages, including but not limited to those damages arising from or related to misdelivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper instructions or failure to collect or properly delivery a payment instrument), non-delivery, missed pickup, delay, loss or damage, shall in no event exceed that set forth in the Limitations of Liability provisions contained herein.

XIII. LIABILITY FOR CHARGES AND INDEMNIFICATION

- A. The Shipper and Consignee shall be liable, jointly and separately, for all unpaid charges payable on account of a shipment including, but not confined to, transportation charges and all duties, customs assessments, governmental penalties and fines, taxes and our attorney fees and legal costs related to the shipment, and such other sums advanced or disbursed by us on account of such shipment.
- B. The Shipper and Consignee shall be liable, jointly and separately, to pay or indemnify and hold us harmless for all claims, fines, penalties, damages, costs or other sums that may be incurred, suffered or disbursed for any violation of any of the Terms contained herein or any other default of the Shipper or such other party with respect to a shipment.

XIV. LIENS ON SHIPMENTS

We shall have a lien on all shipments for all sums due and payable to us. In the event of nonpayment of any sum payable to us, the shipment may be held by us and be subject to storage and/or disposed of at public or private sale, without notice to Shipper or Consignee and with no further liability to us, paying us out of the proceeds of such sale all sums due and payable to us, including storage charges. The Shipper and/or Consignee shall continue to be liable for the balance of any unpaid charges payable on account of the shipment.

XV. LIMITATIONS OF LIABILITY

- A. LIABILITY ON ALL DOMESTIC SHIPMENTS MOVING VIA UPS EXPRESS CRITICAL AIR, UPS EXPRESS CRITICAL CHARTER OR UPS EXPRESS CRITICAL OTHER SHALL BE LIMITED TO THE

HIGHER OF \$50.00 (U.S.D) PER SHIPMENT OR \$0.50 (U.S.D) PER POUND (\$1.10 (U.S.D) PER KILOGRAM) OF CARGO LOST OR DAMAGED PLUS TRANSPORTATION CHARGES APPLICABLE TO THAT PART OF THE SHIPMENT LOST, DAMAGED OR DELAYED, UNLESS AT THE TIME OF SHIPMENT THE SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE AIR WAYBILL OR BILL OF LADING AND PAYS THE APPROPRIATE VALUATION CHARGE. WHEN A DECLARATION IS MADE, LIABILITY SHALL IN NO EVENT EXCEED THE DECLARED VALUE OF THE SHIPMENT, PLUS APPLICABLE FREIGHT CHARGES, OR THE ACTUAL AMOUNT OF THE LOSS OR DAMAGE, WHICHEVER IS LOWER.

- B. LIABILITY ON ALL DOMESTIC AND INTERNATIONAL SHIPMENTS MOVING VIA UPS EXPRESS CRITICAL SURFACE SHALL BE LIMITED TO THE HIGHER OF \$50.00 (U.S.D) PER SHIPMENT OR \$0.50 (U.S.D) PER POUND (\$1.10 (U.S.D) PER KILOGRAM) OF CARGO LOST OR DAMAGED PLUS TRANSPORTATION CHARGES APPLICABLE TO THAT PART OF THE SHIPMENT LOST, DAMAGED OR DELAYED, UNLESS AT THE TIME OF SHIPMENT THE SHIPPER MAKES A DECLARATION OF A HIGHER AMOUNT IN THE DECLARED VALUE BOX ON THE BILL OF LADING AND PAYS THE APPROPRIATE VALUATION CHARGE. FOR APPLICABLE DECLARED VALUE CHARGES, INCLUDING MINIMUM CHARGES, REFER TO <http://www.ups-scs.com>. WHEN A DECLARATION IS MADE, LIABILITY SHALL IN NO EVENT EXCEED THE DECLARED VALUE OF THE SHIPMENT, PLUS APPLICABLE FREIGHT CHARGES, OR THE ACTUAL AMOUNT OF LOSS OR, DAMAGE WHICHEVER IS LOWER.
- C. LIABILITY FOR INTERNATIONAL SHIPMENTS, EXCEPT UPS EXPRESS CRITICAL SURFACE, SHALL BE LIMITED TO \$9.07 (U.S.D) PER POUND OR \$20.00 (U.S.D) PER KILOGRAM OF CARGO LOST OR DAMAGED PLUS TRANSPORTATION CHARGES APPLICABLE TO THAT PART OF THE SHIPMENT LOST OR DAMAGED, UNLESS AT THE TIME OF SHIPMENT THE SHIPPER MAKES A

DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE AIR WAYBILL AND PAYS THE APPROPRIATE VALUATION CHARGE. WHEN DECLARATION IS MADE, LIABILITY SHALL IN NO EVENT EXCEED THE DECLARED VALUE OF THE SHIPMENT, PLUS APPLICABLE FREIGHT CHARGES OR THE AMOUNT OF LOSS OR DAMAGE, WHICHEVER IS LOWER. IF THE SHIPPER REQUESTS SHIPPER'S INTEREST INSURANCE, THE AMOUNT OF INSURANCE MUST BE ENTERED IN THE INSURANCE SECTION OF THE SHIPPER'S LETTER OF INSTRUCTION OR ON THE AIR WAYBILL. ALL RIGHTS AND LIABILITIES UNDER THE AIR WAYBILL MAY BE SUBJECT TO RULES RELATING TO LIABILITY ESTABLISHED BY THE WARSAW CONVENTION AND ANY AMENDMENTS THERETO. WHEN THE SHIPMENT IS SUBJECT TO THE WARSAW CONVENTION LIABILITY LIMITS, THE SHIPPER ACKNOWLEDGES THAT HE OR SHIPPER HAS BEEN GIVEN THE OPPORTUNITY TO DECLARE A VALUE IN EXCESS OF \$9.07 (U.S.D) PER POUND OR \$20.00 (U.S.D) PER KILOGRAM.

IN THE EVENT WARSAW DOES NOT APPLY FOR ANY REASON, UPS SUPPLY CHAIN SOLUTIONS' LEGAL LIABILITY FOR INTERNATIONAL SHIPMENTS SHALL BE LIMITED TO \$9.07 (U.S.D) PER POUND OR \$20.00 (U.S.D) PER KILOGRAM.

- D. WHEN THE SHIPPER DECLARES A VALUE THAT EXCEEDS \$0.50 (U.S.D) PER POUND OR \$50.00 (U.S.D), PER SHIPMENT WHICHEVER IS GREATER, ON SHIPMENTS MOVING BETWEEN POINTS IN THE UNITED STATES, AND BETWEEN POINTS IN CANADA, AN ADDITIONAL CHARGE FOR DECLARED VALUE , WILL BE ASSESSED ON THE DECLARED VALUE SHOWN ON THE AIR WAYBILL. FOR APPLICABLE DECLARED VALUE CHARGES, INCLUDING MINIMUM CHARGES, REFER TO <http://www.ups-scs.com>.
- E. WHEN THE SHIPPER DECLARES A VALUE THAT EXCEEDS \$9.07 (U.S.D) PER POUND (\$20.00 U.S.D PER KILOGRAM) ON SHIPMENTS MOVING BETWEEN THE UNITED STATES AND CANADA, AN ADDITIONAL CHARGE FOR DECLARED VALUE WILL BE ASSESSED ON THE DECLARED VALUE SHOWN ON THE AIRBILL. FOR APPLICABLE DECLARED VALUE CHARGES, INCLUDING

MINIMUM CHARGES, REFER TO <http://www.ups-scs.com>.

- F. WHEN THE SHIPPER DECLARES A VALUE THAT EXCEEDS \$9.07 (U.S.D) PER POUND (\$20.00 PER KILOGRAM) FOR AN INTERNATIONAL SHIPMENT NOT MENTIONED ABOVE, A DECLARED VALUE CHARGE WILL BE ASSESSED ON THE DECLARED VALUE ON THE AIR WAYBILL. FOR APPLICABLE DECLARED VALUE CHARGES, INCLUDING MINIMUM CHARGES, REFER TO <http://www.ups-scs.com>.

THE VALUE PER POUND OR PER KILOGRAM FOR APPLYING DECLARED VALUE CHARGES SHALL BE DETERMINED BY DIVIDING THE SHIPPER'S DECLARED VALUE FOR CARRIAGE BY THE ACTUAL WEIGHT OF THE SHIPMENT.

- G. LIABILITY FOR THE LOSS OF, OR DAMAGE TO, OR ANY DELAY IN THE DELIVERY OF SHIPMENTS ON INTERNATIONAL CARRIAGE BY ROAD SHALL BE LIMITED BY THE CONVENTION OF THE INTERNATIONAL CARRIAGE OF GOODS BY ROAD, SIGNED AT GENEVA, SWITZERLAND, ON MAY 19, 1956 ("CMR CONVENTION"), TO AN AMOUNT EQUAL TO THE ACTUAL VALUE OF SUCH PROPERTY, WHICH SHALL BE PRESUMED NOT TO EXCEED APPROXIMATELY 25 FRENCH GOLD FRANCS PER KILOGRAM UNLESS THE SHIPPER, AT THE TIME OF PRESENTING SUCH PROPERTY FOR TRANSPORTATION, HAS DECLARED A HIGHER VALUE AND PAID AN ADDITIONAL CHARGE, IN WHICH EVENT UPS SUPPLY CHAIN SOLUTIONS' LIABILITY SHALL NOT EXCEED SUCH HIGHER DECLARED VALUE. THE LIABILITY LIMIT OF 25 FRENCH GOLD FRANCS IS APPROXIMATELY \$2.00 (U.S.D) PER KILOGRAM ON THE BASIS OF \$42.22 (U.S.D) PER OUNCE OF GOLD.
- H. FOR GROUND TRANSPORTATION SOLELY WITHIN MEXICO, LIABILITY SHALL BE LIMITED IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN AND SHALL IN NO EVENT, FOR SHIPMENTS WITH NO DECLARED VALUE, EXCEED FIFTEEN (15) TIMES THE THEN CURRENT MEXICAN DAILY MINIMUM WAGE FOR THE FEDERAL DISTRICT OF MEXICO (PURSUANT TO LCPAF AND OTHER APPLICABLE LAWS). FOR THOSE INTRA-MEXICO SHIPMENTS WITH A DECLARED VALUE, LIABILITY SHALL BE GOVERNED IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF CONCERNING DECLARED VALUE. IN NO EVENT, WHETHER VALUE IS DECLARED OR NOT, SHALL LIABILITY EXCEED THE ACTUAL VALUE OF THAT PORTION OF THE SHIPMENT THAT IS LOST OR DAMAGED AND IN NO EVENT SHALL UPS SUPPLY CHAIN SOLUTIONS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- I. FOR MULTIMODAL TRANSPORTATION OF SHIPMENTS, IF THE STAGE OF TRANSPORT WHERE THE LOSS OR DAMAGE OCCURRED IS KNOWN, OUR LIABILITY SHALL BE DETERMINED BY THE PROVISIONS CONTAINED IN ANY INTERNATIONAL CONVENTION OR NATIONAL LAW, IF ANY, WHICH PROVISIONS WOULD HAVE APPLIED IF SHIPPER HAD MADE A SEPARATE AND DIRECT CONTRACT WITH U.S. IN RESPECT TO WHERE THE LOSS OR DAMAGE OCCURRED AND RECEIVED AS EVIDENCE THEREOF ANY PARTICULAR DOCUMENT WHICH MUST BE ISSUED IF SUCH INTERNATIONAL CONVENTION OR NATIONAL LAW SHALL APPLY. NOTWITHSTANDING THE ABOVE, IF THE LOSS OR DAMAGE OCCURED DURING TRANSPORT BY SEA OR INLAND WATERWAYS, THE LIMITATIONS OF LIABILITY PROVISIONS OF THE HAGUE RULES CONTAINED IN THE INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES SIGNED AT BRUSSELS ON AUGUST 25, 1924, OR OF ANY LEGISLATION OF THE HAGUE RULES CONTAINED IN THE PROTOCOL OF BRUSSELS, DATED FEBRUARY 23, 1968, IN THOSE COUNTRIES WHERE THEY ARE IN FORCE AS ENACTED IN THE COUNTRY OF SHIPMENT SHALL APPLY.
- J. NOT WITHSTANDING THE ABOVE LIMITATIONS, DOMESTIC SHIPMENTS CONTAINING THE FOLLOWING ITEMS OF EXTRAORDINARY VALUE ARE LIMITED TO A MAXIMUM DECLARED VALUE OF \$500.00 (U.S.D):

1. ARTWORKS AND OBJECTS OF ART, NAMELY ORIGINAL PAINTINGS, DRAWINGS, ETCHINGS, WATER COLORS, TAPESTRIES, PLASMA SCREENS OR SCULPTURES. WHEN DAMAGE TO A COMMODITY CONTAINING GLASS FACINGS IS CREATED BY THE BREAKAGE OF THE GLASS, A MAXIMUM LIABILITY OF \$50.00 (U.S.D) PLUS FREIGHT CHARGES WILL BE ACCEPTED IF PACKED IN ACCORDANCE WITH THE PACKING AND MARKING PROVISION CONTAINED HEREIN.
 2. CLOCKS, JEWELRY, INCLUDING COSTUME JEWELRY, FURS AND FUR-TRIMMED CLOTHING.
 3. PERSONAL EFFECTS
 4. OTHER INHERENTLY FRAGILE OR UNIQUE ITEMS, INCLUDING PROTOTYPES, ETC.
- K. LIABILITY FOR DAMAGE TO DOMESTIC SHIPMENTS CONTAINING GLASS SHALL BE LIMITED TO \$50.00 (U.S.D). SHIPMENTS OF GLASS WITH A DECLARED VALUE EXCEEDING \$50.00 (U.S.D) WILL NOT BE ACCEPTED. IF INADVERTANTLY ACCEPTED, LIABILITY WILL BE LIMITED TO \$50.00 (U.S.D). GLASS SHIPMENTS INCLUDE, BUT ARE NOT LIMITED TO: WINDSHIELDS, PLATE GLASS, CERAMICS, CHINAWARE AND LIGHT BULBS.
- L. ANY DECLARED VALUE IN EXCESS OF THE MAXIMUMS ALLOWED HEREIN IS NULL AND VOID, AND IF ACCEPTED BY U.S. FOR CARRIAGE, ANY SHIPMENT WITH A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF THESE MAXIMUMS.
- M. WE SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT WE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. THIS EXCLUSION APPLIES TO DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY AND PROPERTY DAMAGE, WHETHER OR NOT RELATED TO THE GOODS BEING TRANSPORTED.
- N. RECEIPT OF SHIPMENT BY CONSIGNEE OR THE CONSIGNEE'S AGENT WITHOUT WRITTEN NOTIFICATION OF DAMAGE OR LOSS ON THE DELIVERY RECEIPT AND/OR DELIVERY MANIFEST WILL BE PRIMA FACIE EVIDENCE THAT THE SHIPMENT WAS DELIVERED IN GOOD CONDITION.
- O. EXCEPT FOR ELIGIBLE GUARANTEED SERVICE SHIPMENTS, AND THEN ONLY FOR THE PURPOSE OF ANY CREDIT OR REFUND OF THE TRANSPORTATION CHARGES AS DEFINED THEREIN, AND UNLESS OTHERWISE REQUIERD BY LAW OR INTERNATIONAL TREATY, UPS SUPPLY CHAIN SOLUTIONS IS NOT LIABLE FOR DELAY DAMAGES AND DOES NOT PROVIDE GUARANTEED SERVICE.
- P. NONE OF OUR EMPLOYEES, OUR AGENTS, OR REPRESENTATIVES, OTHER THAN AN OFFICER OF UPS SUPPLY CHAIN SOLUTIONS MAY WAIVE OR ALTER ANY OF THE LIMITATIONS SET FORTH HEREIN.

XVI. NOTICE AND DISPOSITION OF PROPERTY

- A. If at the expiration of free storage time provided herein a shipment containing nonperishable property is

unclaimed or delivery cannot be accomplished, UPS Supply Chain Solutions will notify the Shipper and the Consignee by mail at the address shown on the Air Waybill or bill of lading. Upon written instructions from the Shipper, unless prohibited by local customs regulations, UPS Supply Chain Solutions will return the shipment, forward or reconsign it, or otherwise dispose of it at the Shipper's expense. If no instructions are received within 30 calendar days from the date of such notice, UPS Supply Chain Solutions will dispose of the shipment at public or private sale without further notice to the Shipper and Consignee and with no further liability to us.

- B. If a Shipper or Consignee desires notification by collect telephone call or telegram when a shipment containing perishable property is delayed, threatened with deterioration, unclaimed, or delivery cannot be effected, authorization and instructions for such notification, including the name, telephone number, and/or address of the party to be notified, shall be given on the Air Waybill or bill of lading. If such authorization and instructions are not given, or if after a reasonable attempt to comply therewith we do not promptly receive further instructions concerning the disposition of the shipment, we will take such steps as required for the protection of all parties in interest, including rerouting the shipment by other means of transportation or disposal of the shipment at public or private sales, without further notice to the Shipper or Consignee and with no further liability to us.
- C. No sale of disposal pursuant to this provision shall discharge any liability or lien to any greater extent than the proceeds thereof, less selling expenses, if any, and the Shipper and Consignee shall remain liable, jointly and separately, for any deficiency.

XVII. PACKING AND MARKING REQUIREMENTS

- A. Shipments must be prepared or packed by the Shipper or its agents, in accordance with the provisions of this section and all legal requirements, to ensure safe transportation with ordinary care in handling.
- B. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bare appropriate labels.
- C. Any article susceptible to damage as a result of any condition which may be encountered in transportation – such as high vibration, high or low temperature variations, high or low atmospheric pressure variations - must be adequately protected by proper packing and any other necessary measures.
- D. Shipments of Perishable Commodities:
 - 1. U.S. and Canadian shipments must be packed to travel without spoilage for 72 hours from the time of pick up.
 - 2. All international shipments must be packed to travel without spoilage for 24 hours beyond a carrier/Shipper agreed delivery deadline.
 - 3. UPS Supply Chain Solutions reserves the right to periodically embargo regions of the world due to conditions that may cause damage to perishable commodities.
- E. Each piece must be legibly and durably marked with the name and address, including correct ZIP code of the Shipper and Consignee. When a container is used repetitively, all old labels, tags, markings, etc., must be removed and the container must still retain adequate strength for transportation.
- F. Pieces with a floor bearing weight in excess of 100 pounds (45.36 kilograms) per square foot must be provided with a skid or base, which will reduce the floor bearing weight to 100 pounds (45.36 kilograms) or less per square foot. Such skid or base must be furnished by the Shipper and included in the gross weight of the piece.
- G. Shipments with a declared value for carriage of \$100.00 (U.S.D) or more must be packed in outside containers

with measurements of at least one cubic foot in volume or more.

- H. Shipments of artwork, original paintings, drawings, etchings, water colors and sculptures of any kind, must be packed in wood crates of at least 1/4 inch (.64 centimeters) thickness which completely surround the article being shipped and must be clearly marked as to the nature of the contents. The Shipper must not include glass facings in the same shipping container described herein. If a glass facing is included, the carrier will not be responsible for damage to the commodity herein. (See Section XV, LIMITATIONS OF LIABILITY, Subsection J.)
- I. Hazardous Materials must be packaged, marked and labeled by the Shipper in accordance with applicable regulations and these Terms as set forth in Section IX.
- J. If a shipment is determined to be inadequately or improperly packaged, then Carrier may, but is not obligated to, re-package the shipment, subject to an additional handling charge.

XVIII. PAYMENT OF CHARGES

- A. Rates and charges published herein are stated in United States currency and are payable in lawful money of the United States or such lawful money as UPS Supply Chain Solutions specifies.
- B. Shipper must apply and qualify for a credit account with UPS Supply Chain Solutions or UPS, Inc., If UPS Supply Chain Solutions approves Shipper's application and a credit account is established for Shipper, then Shipper shall make payments in accordance with UPS Supply Chain Solutions' Credit Terms and Conditions, the effective and current version of which is available at www.ups-scs.com. Unless and until UPS Supply Chain Solutions notifies Shipper that it has approved Shipper's application for and established a credit account for Shipper, or if any such credit account is terminated, or unless UPS Supply Chain Solutions otherwise agrees in writing, all accounts are on a prepaid, cash-only basis. Shipper must pay all duties, taxes, interest and other charges due on imported goods either (i) directly to U.S. Customs, through a check to U.S. Customs or U.S. Customs' Automated Clearinghouse (ACH), in accordance with applicable U.S. Customs requirements and regulations, or (ii) to UPS Supply Chain Solutions. Payment of any required duties, fees, taxes, interest and other charges due on imported goods must be received within ten (10) days of the commencement of the entry process. Shipper shall be liable for any penalties, fines, or any other damages that may arise as a result of Shipper's failure to make timely payment. In the event that Shipper fails to make any payment when due, all amounts owed shall immediately become due and payable. Any payment which is past due shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less.
- C. All prepaid charges are payable by check at the time we accept the shipment, and all collect charges are payable by check at the time we deliver the shipment. In the case of a check made payable to one of our entities, funds are deemed received on the day the check clears and funds are credited to our account. In the event that Shipper fails to make any payment when due, all amounts owed by Shipper to us shall immediately become due and payable. Any payment which is past due shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. Cash will not be accepted by our employees as a form of payment. We may apply payments made on your account, or payments owed by us, to any unpaid invoice issued on your account at our sole discretion.
- D. Cash will not be accepted by our employees as a form of payment.

XIX. PICK UP AND DELIVERY SERVICE

- A. Pick up and/or delivery service will not be provided to or from any address not directly accessible to vehicles

or where it is impractical to operate a vehicle or,

1. At buildings where our employees and/or agents are not permitted access to floor above the ground floors.
 2. We will deliver shipments to the person whose duty it is to receive property for the occupants of such buildings, which will constitute delivery to the Consignee.
- B. Loading and unloading incidental to pick up and delivery service will ordinarily be performed by one person. Pick up and delivery service will not be provided for places which cannot be handled by one person unless advance arrangements have been made, including, where necessary, the furnishing of additional people and equipment by the Shipper or Consignee.
- C. When vehicles are held for loading or unloading in excess of 15 minutes, an additional charge will be assessed. Charges based on time will be computed by multiplying the hourly rate by the time involved.
- D. Any pick up or delivery requested and made after normal business hours on Monday - Saturday or on a legal holiday or on a Sunday, will be subject to additional charges.
- E. Pick up and/or delivery for all shipments outside origin/destination city's greater metropolitan area is subject to additional charges.
- F. Residential pickup or deliveries will be assessed an additional charge in addition to all other applicable charges.
- G. Pickup or Delivery to or from a convention or tradeshow site will be assessed an additional charge in addition to all other applicable charges.

XX. PROOF OF DELIVERY

When requested by the Shipper or Consignee, we will furnish a copy of the delivery record signed by the Consignee or designated agent as proof of delivery. An additional charge per copy will be assessed for this service.

XXI. REDELIVERY SERVICE

A shipment which, through no fault of ours, cannot be delivered on the first tender of delivery to the Consignee, will be returned to our terminal and the Consignee will be notified. Redelivery will be made only at the request of the shipper. An additional charge will be assessed for redelivery. .

XXII. ROUTING AND REROUTING

We will determine the routing and method of transportation of all shipments.

XXIII. SHIPMENTS ACCEPTABLE

Shipments are acceptable for transportation only when the rules and regulations shown herein and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the Shipper and/or the Consignee. We reserve the right to refuse any shipment for any reason at our sole discretion.

XXIV. SHIPMENTS NOT ACCEPTABLE

The following shipments will not be acceptable for transportation by UPS Supply Chain Solutions:

- A. Corpses, cremated, or disinterred remains.
- B. Live animals (including birds, fish, reptiles, or insects) except mice, rats, toads, frogs, or leeches destined to or originating from medical laboratories within the United States or Canada.
- C. Shipments of gold or other precious metals including but not limited to bronze, copper, gold, or silver coins, coin collections, gems and precious stones.
- D. Postage, trading or revenue stamps, and stamp collections.
- E. Money, currency, bonds, bills of exchange, deeds, promissory notes, negotiable securities and stock certificates.
- F. Antiques.
- G. Original manuscripts or electronic data for which no other copy exists.
- H. Stringed instruments including but not limited to violins, violas, cellos, bass violins, guitars, mandolins or banjos.
- I. Uncrated, unwrapped or otherwise improperly packaged furniture or household goods.
- J. Shipments consigned "To Order of," "To Order Notify," or other similar designations.
- K. Shipments requiring special care or attention between origin and destination, other than as provided in Section XXX, TRANSPORTATION PROTECTIVE SERVICES (T.P.S).
- L. Any Hazardous Materials intended for commercial air transport.
- M. Hazardous waste materials.
- N. Hazardous Materials shipments as identified in Section IX.
- O. Shipments not accompanied by proper documentation required by a treaty, convention, or statute applicable to such shipments.
- P. Shipments of an inherent nature for which transportation could not be furnished without sustaining loss or damage, including but not limited to the following shipments if they have a glass facing included in the same shipping container: artwork, original paintings, drawings, etchings, water colors, and sculptures of any kind.
- Q. Shipments requiring a federal, state or local license for transportation, for which UPS Supply Chain Solutions elects not to comply.
- R. Shipments which would likely cause damage to other shipments, equipment or crew, or the carriage of which is prohibited by law.
- S. Shipments that are improperly packaged. Acceptance by us of any shipment shall not create a presumption that the shipment was properly packaged for carriage, and Shipper remains ultimately responsible to ensure proper packaging.
- T. Nursery stock, plants, flowers, or perishables.
- U. Watches.
- V. COD (Cash or Certified Check on Delivery) shipments.

W. Any item of extraordinary value. Lottery Tickets and other documents of inherent value.

X. Additional exclusions from our UPS Express Critical International service include:

Animals and plants, foodstuff, perishables, feed or other edible material intended for consumption by humans or animals, Dangerous Goods or Hazardous Materials (in air transport), drugs (prescription and non prescription), firearms, weaponry and parts thereof, "In Bond" shipments, cosmetics, gambling devices, liquor, tobacco, pornography, and other shipments which are prohibited by law.

XXV. SHIPMENTS SUBJECT TO DELAY

The following Conditions may delay delivery of the shipment to the Consignee:

- A. If the dimensions of the shipment are too large for available aircraft or vehicle.
- B. Shipments that are improperly packaged, labeled, marked, or that lack proper documentation.
- C. Shipments tendered by the Shipper, which do not enter our system in time to meet our departure times or critical processing requirements.
- D. Shipments for which the Shipper has omitted or provided an incorrect Consignee address or ZIP code on the Air Waybill of bill of lading.
- E. Shipments requiring government approvals, licenses, permits or processes prior to export.
- F. Shipments difficult to handle, including oversized or unwieldy shipments.
- G. Shipments where Shipper instructs us (either by instruction on the Air Waybill / bill of lading or marking on the shipment) to refrain from breaking down a palletized shipment.
- H. Hazardous Materials.
- I. Shipments requiring customs clearance and shipments subject to government agency requirements other than customs clearance, such as inspection of plant materials.

XXVI. SHIPMENTS SUBJECT TO INSPECTION

We may, but shall not be obligated to, inspect any shipment. Cargo items tendered for air transportation may be subject to aviation security controls by air carriers, or other government regulations. Copies of all relevant shipping documents showing the Consignee, consignor, description and other relevant data will be retained on file until the shipments completes its air transportation.

XXVII. SHIPMENTS SUBJECT TO SPECIAL CONDITIONS

- A. Shipments requiring special devices for safe handling will be accepted only when such special devices are provided and operated by and at the expense of the Shipper or Consignee.
- B. Furs, Hazardous Material, live animals and items with a declared or insured value of \$25,000 (USD) or greater must not be included in the same shipment with any other article.
- C. Alcoholic beverages must be shipped from a licensed dealer or distributor to another licensed dealer or distributor and will only be accepted on an airport to airport basis.
- D. Firearms must be shipped from or consigned to a licensed manufacturer, licensed importer, licensed dealer or

licensed collector who is not prohibited from such shipments by federal, state, or local regulations, and must be sent via UPS Supply Chain Solutions' Constant Surveillance Service (See section XXX. TRANSPORTATION PROTECTIVE SERVICES ["T.P.S."].)

NOTE: The Shipper is required to comply with all applicable government regulations, laws, etc., including regulatory compliance by the Consignee. The local Alcohol, Tobacco and Firearms (ATF) Divisional Office or local equivalent agency will supply the Shipper with needed assistance. Upon presenting the package for shipment, the Shipper is required to inform UPS Supply Chain Solutions' personnel in writing that the package contains firearms or ammunition.

XXVIII. DETENTION AND STORAGE

- A. Detention charges will be applied to any shipments where the Consignee is not available to offload the driver immediately upon arrival or scheduled delivery time.
- B. After the expiration of such 12 hours of free time, we will continue to hold such shipments for the Shipper and Consignee, subject to an additional charge per shipment, per calendar week. If such continued holding is not practical, we will place the shipment in a public warehouse subject to a lien against the Shipper and Consignee for all transportation, storage, delivery, warehousing, and other charges, including additional handling charges.
- C. When the shipment is held by us after the expiration date of 12 hours of free time, our liability for the shipment will terminate.
- D. Shipments will be held for a period of time not to exceed thirty (30) calendar days from the first 8:00 a.m. following the receipt of the shipment. At the expiration of thirty (30) calendar days, we will return the shipment or part of the shipment to the Shipper at the Shipper's expense, subject to a lien for all charges applicable to the shipment or part thereof, or we will dispose of the shipment in accordance with Item XVI. NOTICE AND DISPOSITION OF PROPERTY, Subsection B, if it is not feasible to return it to the Shipper.
- E. Our lien rights shall apply to all shipments which are stored pursuant to these Terms.
- F. Calendar week means a period of seven (7) successive calendar days, including Saturdays, Sundays, and legal Holidays.

XXIX. SURCHARGE

If unforeseen economic conditions (including, but not limited to fuel price increases, security cost increases, regulatory changes, etc.) change UPS Supply Chain Solutions' cost of providing services, UPS Supply Chain Solutions reserves the right to increase its rates and charges or impose applicable surcharges to cover such increased costs without notice. Any such surcharge will be applied in an equitable manner to all shipments having similar characteristics and will be applied for such periods as we may determine necessary.

XXX. TRANSPORTATION PROTECTIVE SERVICES ("T.P.S.")

- A. At the request of the Shipper, we will handle shipments under T.P.S. from the time of acceptance from Shipper at the origin, to the time of delivery to Consignee at destination. T.P.S. is only available within selected United States and Canadian locations. T.P.S. is comprised of two services: Signature Security Service and Constant Surveillance Service. The Shipper must specifically request the service desired on the UPS Supply Chain Solutions' Air Waybill or bill of lading. T.P.S. is not a guaranteed service and does not constitute a separate contract for services. T.P.S. is subject to the limitations of liability set forth in sections XII, LIABILITIES NOT ASSUMED and XV, LIMITATIONS OF LIABILITY of these terms.

- B. Signature Security Service shall mean that each employee or our agent shall execute a signed receipt upon accepting custody of the shipment and shall obtain a signed receipt upon relinquishing custody of such shipment to another employee or our agent. On shipments tendered on behalf of the Department of Defense requesting Signature Security Service, we will use the DD Form 1907 issued by the Shipper as a signature and tally record.
 - 1. Air Waybills, Government Bills of Lading, or other shipping documents presented to us must have the statement "Signature Service Requested" entered by the Shipper.
 - 2. For Signature Security Service, a handling charge will be assessed in addition to all other applicable charges.
- C. Constant Surveillance Service shall mean that an employee or authorized agent shall keep the shipment in constant view and stay within 100 feet of the vehicle containing the shipment at all times when the shipment is being transferred from one mode of transportation to another.
- D. Each employee or agent shall execute a signed receipt upon accepting custody of the shipment and shall obtain a signed receipt upon relinquishing custody of the shipment.
- E. All "Constant Surveillance Service" shipments must be prearranged by contacting UPS Supply Chain Solutions' at 800-714-8779.
- F. Air Waybills, Government Bills of Lading or shipping documents resented to us must have the statement "Constant Surveillance Requested" and the pre-approved authorization number entered by the Shipper.
- G. For Constant Surveillance Service, a handling charge will be assessed in addition to all other applicable charges.
- H. Constant Surveillance Service is only available in the contiguous U.S. and to selected locations in Canada.
- I. Firearms must be sent via Constant Surveillance Service (see Section XXVII. SHIPMENTS SUBJECT TO SPECIAL CONDITIONS.)

XXXI. UPS INSIDE PRECISIONSM (FORMERLY, K-VAN SERVICE)

- A. At the request of the Shipper, we will handle all shipments requiring inside pickup, inside delivery, or related origin and destination services under UPS Inside Precision, and assess applicable charges. Shipments must be registered by e-mail at insideprecision@ups.com, by facsimile at (913) 469-5660, or by telephone at (800) 455- 4858, and accepted by us, prior to tendering shipments to us.
 - 1. Shipments requiring inside delivery, unpacking, and other destination services must be registered and accepted by us prior to tendering shipments to us, and by no later than 4:00 PM, destination community time, the day the shipment is tendered to us.
 - 2. Shipments requiring inside pickup or other origin services must be registered by 4:00 PM, origin community time, the business day prior to the date of pickup.
 - 3. Shipments will be scheduled for delivery by 5:00 PM, Monday through Friday (excluding holidays) based on the service level requested unless otherwise requested and accepted by us at the time of registration.
- B. Unless otherwise requested and accepted by us on or prior to the date of shipment, inside delivery services will include a crew of two workers equipped with material handling tools appropriate for the delivery, based on information provided by the Shipper or Consignee. Additional charges may apply for:
 - 1. Equipment for ascending/descending stairs, floor coverings, climate control, cranes, rigging tools, fork

- lifts, and other nonstandard van equipment.
 - 2. Padded van pickup or delivery to points not identified as local delivery points.
 - 3. Inside pickup.
 - 4. Shipment preparation including packing, skidding, and crating.
 - 5. Assembly, disassembly, or installation.
 - 6. Shipments requiring more than a crew of two (2), or shipments of more than ten (10) pieces.
- C. Shipments subject to advance arrangements (additional charges may apply) include:
- 1. Origin services requiring inside pickup, packing, padded van, and/or air-ride transportation.
 - 2. Origin or destination services:
 - (a) before 8:00 a.m. or after 5:00 p.m.
 - (b) on weekends or holidays.
 - (c) “at” a specific time.
 - (d) during a time interval of four (4) hours, or less.
- D. Freight collect, and/or C.O.D. shipments will not be accepted.
- E. Shipments will be placed, unpacked, de-skidded, and packing material debris will be removed and disposed of only if specifically requested at the time of registration. Additional charges may apply.
- F. Liability for cargo damage or loss that occurs during shipment preparation, inside pickup, disassembly, packaging, skidding, crating, storage, inside delivery, unpacking, placement, assembly, installation or other non-transportation services provided by us shall be as set forth in Section XV.
- G. We reserve the right to treat requests for inside pickup or delivery as requests for UPS Inside Precision , whether registered with UPS Inside Precision or not, and assess applicable charges accordingly.
- H. Shipments that are undeliverable because they require UPS Inside Precision may be treated by us as though UPS Inside Precision was requested by the Shipper or Consignee, and assess applicable charges accordingly. Charges for these services will be assessed to the party responsible for the payment of transportation charges.