UPS Terms and Conditions of Carriage

This is the current version as at the date of publication of this Guide. The latest version, which shall always be the applicable one for new shipments, may be found at www.ups.com or obtained from a UPS Office.

1. Introduction

1.1 These terms and conditions ("terms") set out the basis on which UPS will transport packages, documents and envelopes ("packages"). These terms are supplemented by the current applicable UPS Service and Tariff Guides ("the Guides"). The Guides contain important details about the services of UPS which the shipper should read and which form part of the agreement between UPS and the shipper.

1.2 The term "UPS" will mean and the shipper's contract will be with the UPS authorized service contractor, or the entity if existing, in the country where the shipment is presented for carriage, who may be contactable at 01/04 Avenue Kramer, 1200 Brussels, Belgium (although this shall not be taken in itself as showing domicile or conferring jurisdiction on any court). That company will also be the (first) carrier of the goods for the purposes of the Conventions referred to in paragraph C.

1.3 Where carriage by air involves an ultimate destination or stop outside the country of origin the Warsaw Convention may apply. The Warsaw Convention governs in most cases the liability of carriers in respect of loss of or damage or delay to cargo. Furthermore parties must ensure the phrases "the Warsaw Convention" means (i) the Convention for the Unification of Certain Rules Related to International Carriage by Air signed at Warsaw on 12th October 1929 (or (ii) that Convention as amended or supplemented by any protocol or supplementary convention or (iii) the Montreal Convention 1999 which is applicable). Notwithstanding any clause to the contrary, international carriage by road may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on 9th May 1955 (the CMR Convention).

1.4 A shipment may be carried on any intermediate stopping places that UPS deems appropriate. UPS may engage sub-contractors to perform services and contracts both on its own behalf and on behalf of its agents and sub-contractors each of whom shall have the benefit of these terms.

1.5 In these terms, "Waybill" shall mean a single UPS waybill/consignment note or the entries recorded against the same date, address and service level on a pick-up record. All packages covered under a Waybill shall be considered a single shipment.

2. Scope of Service

Unless any special services are agreed, and subject to these terms, the service to be provided by UPS is limited to the collection, transportation, customs clearance where applicable, and delivery of the shipment. Shipments will be consolidated with those of other shippers for transport and UPS may not monitor the inbound and outbound movement of individual shipments at all handling centres.

UPS is not a common carrier and reserves the right in absolute discretion to refuse carriage to any shipment tendered to it for transportation.

3. Conditions of Carriage

This section sets out various restrictions and conditions to which the carriage of packages by UPS. It also explains what the consequences are of the shipper proceeding for carriage which do not meet these requirements.

3.1 Service Restrictions and Conditions

Shipments must comply with the restrictions in paragraphs (i) to (iv) below.

(i) Packages must not weigh more than 31.5 kilograms (70 lb) or 100 kilograms (220 lb) (depending on the country where the shipment is presented to UPS for carriage and the country of destination, as specified in the Guides) or exceed 274 centimeters in length or a total of 400 centimeters in length and girth combined.

(ii) The value of any package may not exceed the local currency equivalent of USD 50,000. In addition the value of any jewelry, art works, whether other than costume jewelry or costume watches, in a package shall not exceed the local currency equivalent of USD 500.

(iii) Packages must not contain any of the prohibited articles listed in the Guides (including but not limited to) articles of nuclear value (such as works of art, antique or unique stamp, unique jewels, gold or silver), money or negotiable instruments (such as cheques, bills of exchange, bonds, savings books, pre-paid credit cards, share certificates or other securities), firearms and dangerous goods.

(iv) Packages must not contain goods which might endanger human or animal life or any means of transportation, or which might otherwise invent or damage other goods being transported by UPS, or the carriage, export or import of which is prohibited by applicable law.

The shipper shall be responsible for the accuracy and completeness of the particulars inserted in the Waybill and for ensuring that all packages so presented are adequate contact details for the shipper and receiver of the package and that they are all packed, marked and labelled, their contents as described and classified and are accompanied by such documentation as may (in each case) be necessary to make them available for transportation and to comply with the requirements of the Guides and applicable law. Unless all relevant service level is clearly stated on the Waybill or other applicable UPS shipping documentation, shipments will be carried under the Express service (where available to the selected destination) and all applicable charges will be calculated accordingly.

The shipper guarantees that all packages presented for carriage under these terms comply with the restrictions in paragraphs (i) to (iv) above and have been prepared in secure premises, by him (in the case of an individual shipper) or by reliable staff employed by him (or on behalf of the shipper in the case of an individual shipper) and have been protected against unauthorised interference during their preparation, storage and transportation to UPS. UPS relies on this guarantee in accepting any package for carriage hereunder. Any other packages are unacceptable to UPS.

2.2 Perishable and temperature sensitive goods will be transported provided that the shipper accepts that the loss at risk. UPS does not provide special handling for such shipments.

3.2 Refusal and Suspension of Carriage

If (i) it comes to the attention of UPS that any shipper does not meet any of the above restrictions or conditions or that any COD amount stated on a COD Waybill exceeds the limits specified in paragraph 2, UPS may refuse to transport the relevant shipment (or any relevant part thereof) and, if carriage is in progress, UPS may suspend carriage and hold the shipment (or any relevant part thereof) to the shipper's order.

UPS may also suspend carriage if the customer refuses to accept delivery, if it is unable to effect delivery because of an incorrect address (having used all reasonable means to find the correct address) or because the correct address is found to be in another country from that stated on the Waybill or if it cannot collect amounts due from the receiver or on delivery.

If (ii) where UPS is entitled to suspend carriage of a shipment (or any relevant part thereof), it is also entitled to return it to the shipper at its own discretion.

3.3 Claims for Damages or Loss

The shipper must pay to UPS for any reasonable costs and expenses (including storage), incurred by UPS, any losses, taxes and custom duties UPS may incur and all claims made against UPS because (i) a shipment does not meet any of the restrictions, conditions or requirements in paragraph 3.1 (ii) of any refusal or suspension of carriage or return of a shipment (or part thereof) by UPS which is allowed by this paragraph 3 or (iii) of a failure by the shipper to comply with any of the terms. In the case of the return of a shipment (or part thereof), the shipper will also be responsible for paying any applicable charges calculated in accordance with the prevailing commercial rates of UPS.

If the shipper tenders to UPS a shipment which fails to comply with any of the restrictions or conditions in paragraph 3.1 above without UPS's express written consent, UPS will not make any loss howsoever arising where the shipper may suffer in connection with the carriage by UPS of such shipment (regardless of whether that failure has caused in connection with the loss and/or the shipper's negligence or negligence on the part of UPS or its employees, contractors or representatives) and UPS does suspend carriage for a reason allowed by these terms, the shipper will not be entitled to any refund on the carriage charges it has paid. UPS may bring a claim in respect of such non-compliance.

If, (iv) having suspended carriage of a shipment (or any relevant part thereof) in accordance with the provisions. UPS is unable within a reasonable time to obtain the shipper's instructions as to disposition or to identify the shipper or any other person entitled to the goods (having previously opened the package, UPS shall be entitled to destroy or sell the shipment (or any relevant part thereof), at its absolute discretion. The procedure of any such sale shall first be applied to any charges, costs or expenses (including interest) subsisting in respect of the shipment or otherwise from the shipper concerned. Any balance shall be held in the name of the shipper.

3.7 Unless prohibited by law, UPS reserves the right, but is not obliged, to inspect or scan by means of X-rays, any shipment tendered to it for transportation at any time.

4. Customs Clearance

Where a shipment requires customs clearance, it is the shipper's obligation to provide, or to ensure that the receiver will provide, UPS with complete and accurate documentation for the purpose but UPS will, unless instructed otherwise, act on behalf, at the expense and at the risk of the shipper or consignee in retaining customs clearance. Provided that in the case of shipments whose points of dispatch and destination are both within the same customs area, UPS only performs customs clearance if instructed to do so. The shipper also agrees that UPS may be considered as being the receiver of the package or the shipment for the sole purpose of appointing a customs broker to carry out customs clearance measures as is allowed by law.

5. Payment

5.1 The rates for carriage and other services are set out in the Guide and, unless paid before shipment, all charges must be paid within 7 days of receipt of invoice or within such other period as the shipper may have agreed in writing with UPS. UPS may verify the actual and/or dimensional weight of shipments. If the declared weight is greater than the actual weight, UPS may charge the difference. UPS is not responsible for any loss or damage arising as a result of any incorrect or false value given on the Waybill. UPS reserves the right to charge the shipper for the actual costs of any additional work carried out in respect of a shipment which is under value.

5.2 If (i) UPS is required to pay any taxes, duties or levies on behalf of the receiver or a third party, (ii) the selected billing option indicates that the receiver or a third party should pay any charges, or (iii) any taxes, duties, penalties, charges or expenses are imposed, rightly or wrongly by government authorities, or incurred by UPS due to any circumstances, including any failure by the shipper or the receiver to provide correct information or documentation or any permit or licence required in connection with carriage, the shipper shall be jointly and severally liable to UPS with the receiver and such third parties for such amounts. In each case where the selected billing option indicates payment to be charged, all or part of the receiver or any third party. UPS will sell without prejudice to the shipper a contractual liability for payment, first demand payment of the relevant amount from the receiver and/or the third party. If the amount in question is not immediately paid to UPS in full by any of the above parties, the amount will be payable by the shipper or first party or any responsible party, the shipper hereby undertakes to pay the mentioned amounts to UPS at first request. UPS shall not be obliged to separately file a claim against the receiver or any other party for payment. In case of doubt, the burden of proving that the amount has been paid lies on the shipper.

5.3 Any surcharge to UPS which is overdue will be added to the rate specified on the invoice from the due date to the date UPS receives payment, whether before or after judgment. In addition, UPS reserves the right to charge a late payment administration fee on a maximum cap of GBP 40 (EUR 40 in Finland and Ireland), DKK 100 in Denmark, NOK 59 in Norway and SEK 50 in Sweden per invoice.

5.4 If any sum is not paid by the shipper, receiver or some other party under these terms, UPS may hold any shipments it is carrying (or part thereof) until it receives payment in full and may sell them and use the proceeds to make good the debts it is in accordance with applicable local tax. Any unpaid balance will remain payable.

5.5 UPS's rates for carriage set out in the Guide are calculated only for the carriage of shipments which do not exceed the value amounts set out in paragraph 3.1 (or other applicable value, if lower). In the event that UPS becomes aware that it has carried a shipment which, without UPS's express written consent, exceeds this value, then, in addition to the otherwise applicable rates and charges and any other remedies under these terms, an additional carriage charge equivalent to 1.5% of the value of the shipment in excess of the relevant amount set out in paragraph 3.1 (or other applicable value) will be charged.
6. Interruption of Service

If UPS is unable to start or continue with carriage of the shipper's shipment for a reason beyond its control, UPS will not be in breach of its agreement with the shipper but will take all steps that are reasonably practicable in the circumstances to continue or resume the carriage. Examples of events beyond UPS's control are disruption to or in ground transportation due to bad weather, fire, flood, war, troubles, civil insurrection, acts of government or other authorities (including, without limitation, customary and labour disputes or obligations affecting UPS or some other party).

7. Money Back Guarantee

For certain destinations and services as advised by the local UPS sales unit, UPS offers a COD service on payment of an additional charge as set out in the Guide. If the shipper makes use of this service, subject to the provisions set out below (including those relating to currency conversion) UPS will collect on behalf of the shipper the COD amount stated on the Waybill. This service is not available for pallets.

COD amounts must be specified on the Waybill in either EUR or, if different, the currency of the country of destination. Where any of the COD amounts specified on the Waybill, collected from the receiver and paid to the shipper are in different currencies from each other, the conversion(s) will be made at such exchange rate(s) as UPS may reasonably determine.

UPS does not accept responsibility for any currency exchange risks.

8. Collect on Delivery (COD)

For certain destinations and services as advised by the local UPS sales unit, UPS offers a COD service on payment of an additional charge as set out in the Guide. If the shipper makes use of this service, subject to the provisions set out below (including those relating to currency conversion) UPS will collect on behalf of the shipper the COD amount stated on the Waybill. This service is not available for pallets.

COD amounts must be specified on the Waybill in either EUR or, if different, the currency of the country of destination. Where any of the COD amounts specified on the Waybill, collected from the receiver and paid to the shipper are in different currencies from each other, the conversion(s) will be made at such exchange rate(s) as UPS may reasonably determine.

UPS does not accept responsibility for any currency exchange risks.

8.1 Cash COD – Where UPS is instructed on the Waybill in accordance with applicable UPS guidelines to accept cash only, UPS will collect only cash, in the currency of the country of destination. Where cash is collected, the maximum amount collectable in that form on behalf of a shipper shall be the local currency equivalent of USD 950.39 per receiver per day. Notwithstanding the previous rule, the amount collectable in cash on behalf of a shipper from receivers located in the following countries for COD shipments may not exceed the respective amounts per receiver per day: Belgium: EUR 3,100; Spain: EUR 2,499; Greece: EUR 590; Portugal: EUR 1,000; Italy: EUR 2,999; France: EUR 1,500; Romania: RON 10,000; for Collect on Delivery to be left in the receiver’s letterbox (if suitable), delivered to the neighbour, unless the shipper has excluded such delivery options by selecting one of the delivery methods chosen by the receiver in accordance with the UPS My Choice® Service Terms and Conditions applicable to that destination.

8.2 Cheque COD – Where the Waybill does not clearly (and in accordance with applicable UPS guidelines) instruct UPS to accept only cash, UPS may accept payment either in cash (subject to the restrictions in paragraph 8.1) or by any kind of cheque made out in the local currency of the country of destination of the shipment. Where UPS accepts cheques the maximum amount collectable in any single form shall not exceed the equivalent of USD 500.00 per package (or other applicable value, if lower). Where UPS is permitted to accept a cheque, it may collect a cheque determiined to be either EUR or, if different, the local currency of the country of destination.

8.3 Payment of Collected COD Amounts – Where UPS collects cash, UPS will pay the shipper the equivalent amount in the local currency of the country of the local currency where the shipment was presented to UPS for transportation. UPS may make such payments of COD amounts by either wire transfer to any bank account notified to UPS by the shipper or issuing a cheque in favour of the shipper.

Any cheques in favour of the shipper, issued either by UPS as set out above or by the receiver and collected by UPS pursuant to paragraph 8.3, may be forwarded to the shipper by mail, regular or express delivery, within eight months from the scheduled date for delivery. UPS will not be liable for any damage to or loss of any packaging or pallet skids.

9. Liability

9.1 Where the Warsaw or CMR Conventions or any national laws implementing or amending these conventions apply (for convenience referred to as Convention Rules) or where (and to the extent that) other mandatory national law applies, the liability of UPS is governed by and will be limited according to the applicable rules.

9.2 Where Convention Rules or other mandatory national laws do not apply, UPS will only be liable for failure to act with reasonable care and skill and its liability shall be exclusively governed by these terms (and even in the case of personal injury or death) limited to proven damages not exceeding the greater of:

(applicable for pallets available for pallets.

9.3 If the claimant or any person from whom he derives his right to claim has caused or contributed to any loss, damage, delay or failure to a package or pallet, any liability UPS may incur pursuant to these terms (limited as above) may be reduced or extinguished in accordance with the law applicable to such contributory negligence.

9.4 Subject to the provisions of paragraph 9.5, the shipper may obtain the benefit of a greater limit of liability than UPS provides under paragraph 9.2 above or it may be provided by Convention Rules or other mandatory national law. The shipper may do so by declaring a higher value on the Waybill and paying an additional charge as stated in the Guide. If the shipper declares a higher value for carriage and pays the applicable charge, UPS’s liability shall be limited to proven damages not exceeding the sum so declared. The value of the goods concerned shall not in any event exceed the limits included in the Guide (see page 5).

9.5 Save where Convention Rules or other mandatory national laws require otherwise, UPS does not accept responsibility for purely economic losses, such as the costs of any alternative means of transport, loss of profits, loss of business opportunities or loss of revenue resulting from loss of use, arising from any loss of or damage to a shipment (or part thereof), whether or not a value has been declared in respect of the relevant shipment under paragraph 9.4.

UPS shall not be liable for any damage to or loss of any packaging or pallet skids.

10. Delivery

UPS may deliver a shipment to the receiver or to any other person appearing to have authority to accept delivery of the shipment on the receiver’s behalf (such person being at all times the receiver). If no such person is available the package may be left in the receiver’s letterbox if suitable, delivered to the neighbour, unless the shipper has excluded such delivery options by selecting one of the delivery methods chosen by the receiver in accordance with the UPS My Choice® Service Terms and Conditions applicable to such destination.

Notwithstanding the previous paragraph, and unless otherwise agreed with the shipper, UPS may apply any alternative delivery method, in particular delivery to a third party (eg a hotel) or delivery to a receiver or a consignee specified by the shipper under paragraph 9.4 below. An SDR is a unit of account adopted by the International Monetary Fund and its current definition is USD 1 = 0.7148 SDR. On the Waybill is stated that UPS will not be liable for any damages occasioned by any such alternative delivery method.

UPS may use an electronic device to obtain proof of delivery and the shipper will agree that it will not object to UPS relying on a printed copy of this as evidence merely on the grounds that the information concerned is obtained and stored in electronic form.

Save where Convention Rules or other mandatory national laws require otherwise, UPS accepts no responsibility in any circumstance to warrant carriage, whether money order or to a different receiver or address from that named on the Waybill) or return a shipment to its shipper and, if in that event it should attempt but fail to do so, shall have no liability for any losses incurred by the shipper.

11. Service Availability

11.1 UPS has the right to process data provided by the shipper or receiver in connection with carriage by UPS, to transfer such data to other group companies and contractors of UPS, including in other countries which may not have the same level of data protection standards as the country where the shipment is presented to UPS, and to have it processed there if and to the extent the transfer and processing of the data in such countries is required for performing the agreed shipment services. The shipper warrants that if it (i) obtains personal data provided to the shipper by the receiver, (ii) is authorized to provide such data to UPS, including if and to the extent the transfer and processing of the data in such countries is required for performing the agreed shipment services, and (iii) has obtained informed and specific consent from such receiver that UPS may send and use other notifications related to the agreed shipment services to the receiver, UPS uses the shipper’s personal data provided by the shipper in accordance with the UPS Privacy Notice published on UPS’s web site at https://www.ups.com/legal/privacy/privacy-notice-page.

11.2 Furthermore, the shipper warrants that he has duly informed the receiver that UPS may use the receiver’s personal data in accordance with the above linked UPS Privacy Notice in effect at the time of shipping with regard to other terms as specified in subsection 11.1 above.

12. Claims Procedure – Prescription

All claims against UPS must be notified in writing as soon as reasonably practicable and in any event within 14 days of receipt in the case of damage (including partial loss of a shipment) and in the case of loss within 60 days of the goods being conveyed with UPS for carriage. In addition, all claims against UPS in connection with any shipment shall be prescribed and barred by limitation of time, unless legal proceedings are brought and written notice of them is given to UPS within eight months after delivery of the goods concerned or, in the case of non-delivery, within eight months from the scheduled date for delivery. This time shall not affect any rights the shipper may have under Convention Rules or other mandatory national laws.

13. Entire Agreement & Severability

It is the intention of UPS that all the terms of the contract between it and the shipper are contained in this document and in the Waybill and any other notifications and mail and other notifications provided by the shipper and on behalf of UPS before the shipment is accepted for carriage by UPS. If any part of these terms is not enforceable, this will not affect the enforceability of any other part.

14. Governing Law

These terms shall be governed by the laws of the country where the shipment is presented to UPS for carriage.