



# 2023 UPS<sup>®</sup> Service Guide

For customers located in Cyprus.

Effective from 25th December 2022, RATES IN EUR.



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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/tariff/cy](http://www.ups.com/tariff/cy)



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## 1. CORE SERVICES

### **Core UPS delivery options**

UPS is a fully integrated delivery service, offering the most comprehensive range of services. UPS can help you send your goods domestically or internationally, using three time and day-definite express services to ensure your goods arrive on the scheduled day by 9.00am, 10.30am, typically by 12.00 noon or by the end of day. Additionally, UPS offers economical alternatives for your less time-sensitive shipments. Import services are also available. Check import rates in the 2021 UPS Tariff Guide or click on 'Zones and Tariffs', under the 'Calculate Time and Cost' section of [www.ups.com](http://www.ups.com).

### **When you ship with UPS, you can expect:**

- Excellent service reliability
- Money-back guarantee<sup>1</sup> for UPS Express services
- Up to three delivery attempts<sup>2</sup>
- Online shipment preparation options
- Full visibility for your shipments
- Convenient city centre shipping locations
- A delivery company respected and recognised by your customers worldwide.

Full details of UPS's additional services and charges can be found in Section 2 of this guide.

If a specific service is not indicated by you, the shipment will automatically be sent and billed as UPS Express where available.

#### <sup>1</sup>Money-Back Guarantee

Restrictions apply. Money-back guarantee will cover a refund upon request of your shipping costs if we do not attempt delivery by the applicable time. For full details, refer to our money-back guarantee section and our Terms and Conditions of Carriage.

Service	Description	Features
<a href="#">UPS Express Plus®</a> <b>Early morning delivery for your most time-sensitive shipments</b>	<ul style="list-style-type: none"> <li>- Next day delivery by 9.00am to most business addresses in Europe.</li> <li>- Second business day delivery as early as 8.00am, and typically by 9.00am, to most business addresses in the US and major business areas in Canada.</li> <li>- Second business day delivery by 9.00am to key business areas in Asia.</li> </ul>	<ul style="list-style-type: none"> <li>- Money-back guarantee*.</li> <li>- Ideal when your shipment must be there by the start of the business day.</li> <li>- Priority handling every step of the way for added peace of mind.</li> <li>- Free UPS packaging available for your convenience.</li> <li>- Not available for domestic shipments.</li> </ul>
<a href="#">UPS Express®</a> <b>Next morning delivery across Europe and time-definite delivery worldwide</b>	<ul style="list-style-type: none"> <li>- Next business day delivery as early as 10.30am, and typically by 12.00 noon to most business addresses in Europe.</li> <li>- Second business day delivery by 10.30am, 12.00 noon or 2.00pm to most business addresses in the US and major business areas in Canada.</li> <li>- Time-definite delivery in 2 to 3 business days by 12.00 noon or 2.00pm to most business areas in Asia.</li> </ul> <p>Delivery times varies depending on the destination.</p>	<ul style="list-style-type: none"> <li>- Money-back guarantee*.</li> <li>- An ideal choice for urgent shipments that must arrive during the morning.</li> <li>- Free UPS packaging available for your convenience.</li> <li>- Not available for domestic shipments.</li> </ul>
<a href="#">UPS Express Saver®</a> <b>Delivery during the next business day across Europe and fast delivery worldwide</b>	<ul style="list-style-type: none"> <li>- Delivery to most business areas within Cyprus during the next day.</li> <li>- Next business day delivery during the day to virtually all other European business areas.</li> <li>- End of second business day delivery to most business addresses in the US and all major business areas in Canada.</li> <li>- Delivery during the day within 2 to 3 business days to Asia.</li> </ul> <p>UPS Express Saver is sometimes referred to as UPS Saver.</p>	<ul style="list-style-type: none"> <li>- Available to more than 200 countries and territories.</li> <li>- Money-back guarantee*.</li> <li>- An end-of-day service for express shipments.</li> <li>- Free UPS packaging available for your convenience.</li> <li>- Import services available. For detailed information, please use the <a href="#">‘Calculate Time and Cost’ tool on www.ups.com</a>.</li> </ul>
<a href="#">UPS Expedited</a> <b>Scheduled day-definite delivery to destinations outside Europe</b>	<p>An economical, day-definite service for less urgent shipments to destinations outside the EU, Liechtenstein, Norway and Switzerland.</p> <p>For easy reference to UPS Expedited service transit times, visit <a href="#">‘Calculate Time and Cost’ tool on the UK homepage at www.ups.com</a>.</p>	<ul style="list-style-type: none"> <li>- Available to more than 200 countries and territories.</li> <li>- An ideal option for less urgent shipments.</li> <li>- Day-definite delivery lets you plan ahead.</li> <li>- Door-to-door service with in-house customs clearance.</li> <li>- Import services available. For detailed information, please use the <a href="#">‘Calculate Time and Cost’ tool on www.ups.com</a></li> <li>- Not available for domestic shipments.</li> </ul>

\* **Money Back Guarantee** Restrictions apply. Money-back guarantee will cover a refund upon request of your shipping costs if we do not attempt delivery by the applicable time. For full details of our money-back guarantee, please see Money-back guarantee of this guide and refer to our Terms and Conditions of Carriage.

For full details of our money-back guarantee, (Money-back guarantee) of this guide and refer to our Terms and Conditions of Carriage.



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## 2. ADDITIONAL SERVICES AND CHARGES

**In this section you will find information about the additional services available from UPS.**

**These include:**

- [UPS Online Shipping Solutions](#)
- [UPS Visibility Services](#)
- [UPS Collect on Delivery and Billing Solutions](#)
- [UPS Returns](#)
- [UPS My Choice](#)
- [UPS Import Control](#)
- [UPS Trade Direct](#)
- [UPS Proactive Response](#)
- [UPS World Ease](#)
- [UPS TradeAbility](#)
- [UPS Mail Boxes Etc.](#)
- [UPS Access Point](#)
- [UPS Brokerage Services](#)
- [UPS Paperless Invoice](#)

**How to calculate the total shipping cost:**

- 1 Calculate the shipping charge for sending or receiving a shipment (see Section 2 or Section 3 in the UPS Tariff Guide).
- 2 In this section, look up the charge for any additional service that might apply to your shipment. Please note that some charges are per package and some are per shipment. All packages covered under one waybill shall be considered a single shipment.
- 3 Add the two amounts together to find the total cost for your shipment (excluding customs or excise duties and taxes).

**Unless otherwise indicated, charges for additional services will be billed to the payer and apply to all UPS service options.**

The rates and additional charges detailed in this publication are effective 25th December 2022.

The latest information can be found on the UPS website [www.ups.com](http://www.ups.com) or may be confirmed by contacting the UPS Customer Service Centre on + 353 1 5245446.

**Changes to rates and additional charges**

In order to respond to evolving costs and taxes and to ensure a competitive service, UPS reserves the right to amend or introduce rates and charges. A minimum of 10 days notice will be provided.

# How can UPS help me send and track my shipments?

## UPS online shipping solutions

Prepare shipments, track deliveries and send customer notifications 24 hours a day.

Use our electronic services to prepare, send and track shipments and reduce manual paperwork, costs and time.

You can also produce labels with barcode details for reliable sorting and handling through the UPS network.

Service	Description	Features	Fee
UPS Internet Shipping	Ideal for customers sending five or less small packages or freight shipments per day.	<ul style="list-style-type: none"> <li>• Easy-to-use and requires no downloaded software.</li> <li>• Process shipments from different workstations.</li> <li>• Compare service options and estimate the time and cost of your shipment.</li> <li>• Track your shipments, view delivery signatures and print standard customs documentation, such as commercial invoices.</li> </ul>	Free of charge.
WorldShip®	An efficient shipping and tracking software for those who regularly ship high package or air freight volumes.	<ul style="list-style-type: none"> <li>• Available for both standalone PCs and LAN environments, WorldShip generates all the required shipping documentation, automatically uploads the information to UPS and provides many other time-saving features.</li> <li>• Access to the complete range of UPS's additional services.</li> </ul>	Free of charge.
UPS Developer Kit	Integrate UPS shipping functionality directly into your website or enterprise system.	<ul style="list-style-type: none"> <li>• The UPS Shipping API is available in the latest XML technology and gives you access to multiple UPS services. This tool is ideal for networking shipping activities at different retail locations, dealers or branch offices.</li> <li>• The UPS Signature Tracking API obtains valuable proof of delivery information including the delivery address and a digital image of the recipient's signature.</li> <li>• The UPS Rates and Service Selection API lets online shoppers compare prices and select shipping services.</li> <li>• The UPS Tracking API provides up-to-the-minute package status to your customers.</li> <li>• The UPS Time in Transit API enables your employees and customers to compare different UPS shipping services.</li> </ul>	Free of charge.
UPS Ready	UPS Ready works with approved third party vendors to ensure that the latest UPS technologies and services are offered across a broad array of platforms, industries, and marketplaces. These systems allow you to access UPS solutions while giving you the assurance that UPS Ready vendors have been vetted, approved, and certified.	<ul style="list-style-type: none"> <li>• Easy to Use "out-of-the-box" integration experience</li> <li>• Integration at critical transaction points (seamless shipping and tracking)</li> <li>• Access to UPS services for business applications</li> <li>• Convenience of serving the customer where the customer wants to be served</li> </ul>	No UPS Fee

**UPS Waybill** – If you are unable to use our online shipping solutions you must manually complete a UPS Waybill for every shipment. Please note that certain optional services, such as COD or UPS Returns, will not be available when using a manual UPS Waybill.

**Time saving tip**  
Please visit [www.ups.com](http://www.ups.com) for more information on any of our online shipping solutions.

**Important**  
Please ensure the information on the UPS shipping document is complete and accurate. It must be consistent with your export documentation where applicable.

## UPS Visibility Services

Convenient ways to track your packages online or on the move.

UPS has the most comprehensive set of free tracking, tracing and proof of delivery services that allow you to track your shipments in different ways.

Service	Description	Fee
<b>UPS Tracking</b>	Track up to 25 shipments instantly on <a href="http://www.ups.com">www.ups.com</a> .	Free of charge.
<b>Reference Number Tracking</b>	Track packages using your own internal or customer reference codes. Use this predefined reference to track a shipment, just like you would with a standard UPS tracking number.  When using UPS Internet Shipping, WorldShip or UPS CampusShip, described in Online shipping STG, these reference codes can enable you to allocate costs easier to the correct departments or clients.	Free of charge.
<b>Proof of Delivery (POD)</b>	Ideal for customers without internet access. Upon request, UPS will provide proof of delivery of your shipment via fax or post.	EUR 5,65 billed to the requester for each letter or fax.
<b>UPS Signature Tracking API</b>	The UPS Signature Tracking API obtains valuable proof of delivery information including the delivery address and a digital image of the recipient's signature.  UPS account information is required to access the proof of delivery online and only your authorised customers will have access.	Free of charge.

Take advantage of our visibility services to centrally track and manage your small package and freight shipments.

Service	Description	Features	Fee
<b>Quantum View Notify</b>	An automated email or SMS text messaging service that notifies designated recipients whenever a shipment is sent, rescheduled or delivered.	<ul style="list-style-type: none"> <li>• <b>Ship Notification:</b> A notification that includes date of shipment, a tracking link and scheduled date of arrival.</li> <li>• <b>Exception Notification:</b> Informs of a rescheduled delivery date in the event of delays.</li> <li>• <b>Delivery Notification:</b> Provides delivery and shipment details, including time of delivery and name of recipient.</li> </ul> <p><i>Quantum View Notify is an option under the preferences menu of UPS Internet Shipping, UPS CampusShip or WorldShip.</i></p>	Free of charge.
<b>UPS My Choice for Business</b>	Free tracking tool to view and manage all your inbound and outbound shipments.	<ul style="list-style-type: none"> <li>• Manage all your inbound and outbound shipments with an interactive dashboard.</li> <li>• Add multiple users within your company.</li> <li>• Self-register online with a business address.</li> <li>• Open a new account or add an existing account.</li> <li>• Manage your return shipments easily.</li> </ul>	Free of charge.

**Important**

Want to know more about our privacy policy? Please visit [www.ups.com](http://www.ups.com).

**Note**

All our additional charges and optional services charges are shown exclusive of taxes. Where applicable, VAT will be chargeable at the standard rate.

# How can UPS help improve my cashflow?

## UPS Collect on Delivery Service

UPS offers UPS Collect on Delivery for domestic and European destinations.

Service	Description	Features	Fee
<b>UPS Collect on Delivery (COD)</b>	UPS will attempt to collect cheque or cash payment for your shipment at the time of delivery.	<ul style="list-style-type: none"> <li>Where cash is collected, the maximum amount is the local currency equivalent of USD 5,000 per receiver per day.</li> <li>Where a cheque is collected, the maximum amount is the local currency equivalent of USD 50,000 per receiver per day.</li> <li>UPS accepts COD shipments for domestic deliveries and for deliveries within the EU, Liechtenstein, Norway and Switzerland. The payment collected is normally remitted to you within a week after delivery of your goods.</li> <li>Not all postal codes in a given country have COD service available. To confirm if your destination is in a COD area, please contact your local UPS call centre.</li> </ul>	For each COD shipment, 1% of the amount collected or a minimum of EUR 18,16 in addition to the shipping costs.

**Note**  
All our additional charges and optional services charges are shown exclusive of taxes. Where applicable, VAT will be chargeable at the standard rate.



# How can UPS help return my goods?

**UPS Returns®\*** Your goods can come back as easily as they go. Whether you need a shipment returned from a nearby city within Europe or from across the globe, UPS Returns can simplify the process by meeting a complete range of reverse logistics needs.

Service	Description	Fee
<b>UPS Returns Plus</b>		
<b>UPS 1 Attempt Returns Plus</b>	Allows you to request a collection for the prompt return of a package. A UPS driver will make one attempt to collect the return package. If unable to collect the package, our driver will leave the label for your customer. The customer will then apply the label to the package and take it to a UPS location or contact UPS for a collection. For service availability please see notes below.	EUR 5,05 per package in addition to the relevant receiving shipping costs.
<b>UPS 3 Attempts Returns Plus</b>	Allows you to request a collection for the prompt return of a package. The UPS driver will attempt to collect your package for three consecutive business days. If, by the third attempt, the driver is still unsuccessful in collecting the shipment, the label will be returned to UPS and you will have to reprocess the service request. For service availability please see notes below.	EUR 6,95 per package in addition to the relevant receiving shipping costs.
<b>UPS Returns</b>		
<b>UPS Prints and Posts Return Label</b>	UPS prints and posts return labels to your customer. This is suitable for a variety of circumstances such as product recalls. Once applied, your customer can arrange a collection with UPS. For service availability please see notes below.	EUR 3,80 per package in addition to the relevant receiving shipping costs.
<b>UPS Print Return Label</b>	Enables you to generate a label and include it in an outbound shipment to over 135 countries worldwide. You may also distribute the labels separately after your shipment has been sent. Customers then simply apply the label to their package and either bring the package to a UPS-authorized collection point or arrange a collection with UPS. For service availability or for UPS location details, please call UPS on 8000 7100 or visit <a href="http://www.ups.com">www.ups.com</a> .	EUR 1,03 per package in addition to the relevant receiving shipping costs.
<b>UPS Electronic Return Label</b>	Allows you to email a return label to customers in over 135 countries. Your customer can then print the return label and a receipt before either bringing the package to a UPS-authorized collection point or arranging collection with UPS. You can also pre-authorise return shipments of packages that meet the parameters agreed upon by you and UPS. If your customer generates a return label using the outbound tracking number, you will be responsible for payment of charges regardless of when the package is tendered. For service availability or for UPS location details, please call UPS on 8000 7100 or visit <a href="http://www.ups.com">www.ups.com</a> .	EUR 1,40 per package in addition to the relevant receiving shipping costs.
<b>UPS Authorised Return Service</b>	A contractual service designed for high-volume shippers who return products with a similar size, weight or value, such as printer cartridges. It enables you to order pre-printed return labels from UPS to include in your outgoing shipments or to mail separately. Your customer then simply applies the label to the package and arranges a collection with UPS.	A contractual service.
<b>UPS Returns Exchange</b>	A special service, in which a UPS driver delivers a replacement item and, during the same delivery, collects a similar item to be returned. The packaging for the replacement item is reused for the collected item, ensuring the returns process is quick and efficient. This contractual service is ideal for warranty replacements and product exchanges.	EUR 11,75 per package in addition to the relevant sending and receiving costs.
<b>UPS Returns Pack and Collect</b>	A customisable service that gives you complete control over a return. Schedule the returns collection at a designated location and time frame. A UPS driver will then arrive with UPS-provided packaging and collect the item to be returned. You even have the choice of one or three collection attempts, depending on your needs.	A contractual service. For one collection attempt, in addition to the relevant receiving costs: A contractual service EUR 10,65 for collections with a small, UPS-provided box (box type #2) A contractual service EUR 12,85 for collections with a medium, UPS-provided box (box type #3) A contractual service EUR 14,50 for collections with a large, UPS-provided box (box type #1) For three collection attempts, in addition to the relevant receiving costs: A contractual service EUR 12,85 for collections with a small, UPS-provided box (box type #2) A contractual service EUR 15,05 for collections with a medium, UPS-provided box (box type #3) A contractual service EUR 16,75 for collections with a large, UPS-provided box (box type #1)
<b>UPS Returns Manager™</b>	A portal located on <a href="http://ups.com">ups.com</a> where shippers can manage their company's return policy for a specific account number and where each shipment becomes designated as "pre-authorized" for the consumer to make a return. Consumers can then access a return shipping label simply by tracking a delivered package. Consumers can either print a return label themselves or email it to be printed.	Free of charge

**Easy Access** – UPS Returns are instantly accessible. All services can be used with UPS's free shipping systems: UPS Internet Shipping, WorldShip or host-to-host EDI systems.

- Notes**
- For domestic and intra-EU return shipments, the entire return process can be handled with just the return label. There is no contract with the returning party.
  - Shipments to or from countries outside the EU require both a return label and a commercial invoice in order for the shipment to pass smoothly through customs. Regulations and requirements for documentation for individual commodities vary from country to country. It is essential to review commodity-specific documentation stipulations for both the country of origin and the country of destination. Depending on the commodity and its use, special licensing and notations for accompanying documentation may be required.
  - If the international shipment is returned to a different country than where the requesting party resides, a customer contract will be required.
  - UPS 1 Attempt and UPS 3 Attempts Returns Plus are available for collection in the EU plus the following countries or territories: Canada, Liechtenstein, Mexico, Norway, Puerto Rico, Russia, Switzerland, United States.
  - UPS Prints and Posts Return Label is available for retrieving goods within the EU plus the following countries or territories: Australia, Brazil, Canada, China, Hong Kong, India, Japan, Liechtenstein, Malaysia, Mexico, Norway, Philippines, Puerto Rico, Russia, Singapore, South Korea, Switzerland, Thailand, United States.
  - Transportation charges for return packages are billed after entering the UPS system. UPS Prints and Posts Return Label, UPS 1 Attempt Returns Plus and UPS 3 Attempts Returns Plus, UPS Returns Exchange and UPS Returns Pack and Collect accessorial fees are billed at the time of request. UPS Print Return Label, UPS Electronic Return Label and Import Control fees are billed after the corresponding package enters the UPS system.
  - All UPS Returns are subject to UPS's [Terms and Conditions of Carriage](#).
  - When an on-call collection is requested in Belgium, France, Germany, Italy, the Netherlands, Poland, Spain, or the United Kingdom, for a return with UPS Print Return Label, UPS Electronic Return Label or UPS Prints and Posts Return Label, fees may apply. On-call collection fees are billed to the requestor at the time of request or can be paid in cash upon collection of the return.
- Note**  
All charges for our additional and optional services are shown exclusive of taxes. Where applicable, VAT will be chargeable at the standard rate.

## What optional services are available from UPS?

Service	Description	Fee
<b>Declared Value for Carriage</b>	UPS automatically protects every shipment against loss or damage, up to a certain value, as described in the <a href="#">Liability</a> section of this guide. With Declared Value for Carriage, you may increase UPS's limit of liability for proven losses by declaring a higher value for carriage on the UPS shipping documentation. The value of the goods declared shall not in any event exceed USD 50,000 or its local currency equivalent per package. Refer to UPS's <a href="#">Terms and Conditions of Carriage</a> for more information.	1% of the value of the goods declared for carriage or a minimum of EUR 5,19.
<b>Saturday Delivery</b>	For time-critical shipments, UPS offers the convenience of Saturday Delivery. Delivery times depend on the shipping service you choose, and the origin and destination of your shipment. Please contact your UPS Customer Service Centre on 8000 7100 for service availability.	EUR 54,50 per delivery will be charged in addition to shipping costs.
<b>Signature Required</b>	Normally, UPS requires the signature of the receiver for all deliveries. As an exception, deliveries in certain countries are allowed on "Driver release" (delivery at a location in the receiver's premises without the need for a signature) or on "Letter box release". Letter box release is a secured release by a service provider which will allow certain residential packages to be left in a safe letter box without a signature.  Use Signature Required to prevent the use of "Driver Release" or "Letter Box Release" in applicable countries.	EUR 1,20 per shipment.
<b>Adult Signature Required</b>	Use Adult Signature Required to prevent minors from accepting deliveries of goods for legal or other reasons. This may apply to alcoholic beverages, tobacco products (see "Shipping prohibited articles on a contractual basis with UPS in the <a href="#">Prohibited Articles</a> section) or goods you prefer an adult to receive.	EUR 2,95 per shipment will be charged.
<b>Direct Delivery Only</b>	Direct Delivery Only ensures a package is delivered to the address on the shipping label. Packages shipped with Direct Delivery Only may not be re-routed, re-directed or delivered to an alternate address. Direct Delivery Only packages are eligible for Driver release or Letter box release at the labeled address. Direct Delivery Only is available for residential and commercial packages.	EUR 1,75 per package will be charged.

## What additional costs might apply to your shipment?

Charge	Description	Fee
<b>Fuel Surcharge</b>	Fuel surcharge percentages and amounts, associated trigger points and methods of calculation are subject to change without notice.	This charge applies to shipping charges and the following additional services: <ul style="list-style-type: none"> <li>• Saturday Delivery</li> <li>• Extended Area and Remote Area Collection and Delivery</li> <li>• Large Package Surcharge</li> <li>• Additional Handling Charge</li> <li>• Over Maximum Limits Charge</li> </ul> The latest details concerning any fuel surcharge applicable are available at <a href="http://www.ups.com">www.ups.com</a> .
<b>Residential Delivery Service</b>	UPS provides delivery service to residential addresses as well as business addresses. A residential delivery is one made to a home, including a business operating out of a home. For each residential delivery, an additional charge per shipment applies.	<b>WW Express Freight</b> 91,30 EUR per shipment will be billed in addition to the shipping costs. <b>All other core services</b> 2,45 EUR per shipment will be billed in addition to the shipping costs.

**Note**  
All our additional charges and optional services charges are shown exclusive of taxes. Where applicable, VAT will be chargeable at the standard rate.

Charge	Description	Fee
<b>Extended Area and Remote Area Collection and Delivery Service</b>	UPS will apply a surcharge for any collections or deliveries to areas considered an extension of the normal UPS service area. Depending on the ease of accessibility, these locations served are classified as either an extended area or a remote area.  For information on whether this charge applies to a specific location, please refer to <a href="http://www.ups.com">www.ups.com</a> . Go to 'Calculate Time and Cost' and then click on 'Zones and Tariffs'.	For service to an extended area, the following will be added to the shipping charges: EUR 0,46 per kilogram or a minimum of EUR 21,55 per shipment, whichever is the greater. For service to a remote area, an amount of EUR 0,46 per kilogram or a minimum of EUR 21,55 per shipment, whichever is the greater, will be added to the shipping charges.
<b>Address Correction</b>	If a mistake has been made in the address and the correct address is within the same destination country, UPS will make every reasonable effort to find the correct address and deliver the shipment.	EUR 8,50 per shipment will be billed to the shipper in addition to the shipping costs.
<b>Special Handling of Undeliverable Shipments</b>	For all shipments within the EU and for all domestic shipments, when UPS has taken measures to try to deliver the shipment but has been unsuccessful, UPS will automatically return the shipment by our UPS Standard service (where available). The return charges, which include transportation and fuel costs, will be charged to the shipper, except for undeliverable domestic shipments, in which case the payer of the original costs will be charged.  For all shipments outside the EU, UPS will contact the shipper and process the shipment upon instructions. The shipping costs and a surcharge will be charged to the shipper for the processing of each such undeliverable shipment.	Applicable receiving shipping costs.  EUR 5,40 per undeliverable shipment will be charged in addition to the shipping costs.
<b>Receiver/Third Party Refuses to Pay</b>	This charge applies when the shipper selects the receiver or a third party to pay the shipping charges and the bill-to party refuses to pay.	EUR 11,90 per shipment will be charged to the shipper in addition to the shipping charges and other amounts payable when non-payment occurs.
<b>Missing or Invalid Account Number Fee</b>	If the receiver or a third party is selected to pay the shipping charges and the bill-to account is incorrect or missing, UPS searches its records for the correct account number.	Whether or not the account number is found, EUR 11,90 per shipment is billed back to the shipper as a processing fee.
<b>Late Payment</b>	We will send you an invoice for the services we have provided. The invoice will stipulate a date for payment. If we do not receive payment on or before that date, we reserve the right to charge you interest. The rate of interest (determined by prevailing rates) is indicated on the invoice.	
<b>Currency Conversion</b>	Charges to a payer's account in a foreign currency will be converted to the payer's currency using a weekly exchange rate secured through major money centre banks.	In addition, an exchange fee equal to 0,75% of the amount converted will apply.
<b>Duty and Tax Forwarding Charge</b>	For shipments outside the EU when the payer of duties and taxes is not located in the destination country.	EUR 18,10 will be billed to the party who pays the shipping charges.
<b>Additional Handling Charge<sup>1</sup></b>	Additional Handling applies to the following:  <ul style="list-style-type: none"> <li>Any article that is encased in an outside shipping container made of metal or wood</li> <li>Any cylindrical item, such as a barrel, drum, pail, or tire, that is not fully encased in a corrugated cardboard shipping container</li> <li>Any package with the longest side exceeding 100cm (39.5"), or a second-longest side exceeding 76cm (30")</li> <li>Any package with an actual weight greater than 70 pounds (32 kg)</li> <li>Each package in a shipment where the average weight per package is greater than 70 pounds (32 kg) and the weight for each package is not specified on the source document or the UPS automated shipping system used</li> </ul> UPS also reserves the right to assess the Additional Handling Charge for any package that, in UPS's sole discretion, requires special handling.  In consideration of the additional handling required on our part, and subsequent potential delays in processing these shipments, UPS does not provide a money-back guarantee for them. UPS does, therefore, not refund the shipping charges if shipments requiring additional handling are not delivered by the time normally scheduled for such shipment.	EUR 10,70 per package will be billed in addition to the shipping costs.
<b>Large Package Surcharge<sup>1</sup></b>	A package is considered a "Large Package" when its length plus girth [girth = (2 x width) + (2 x height)] combined exceeds 300cm, but does not exceed the maximum UPS size of 400cm. Large Packages are subject to a minimum billable weight of 40kg. In addition, the Large Package Surcharge will be applied.	EUR 43,40 per package will be billed in addition to the shipping costs.
<b>Over Maximum Limits</b>	Packages with an actual weight of more than 70kg, or that exceed 274cm in length, or exceed a total of 400cm in length and girth combined [girth = (2 x width) + (2 x height)], are not accepted for transportation. If found in the UPS small package system, they are subject to an additional charge. Packages exceeding 400cm in length and girth combined are also subject to the Large Package Surcharge.	EUR 282,00 per package will be billed in addition to the shipping costs.
<b>Oversize Pallet Charge<sup>1</sup></b>	Depending on origin and destination, this surcharge may apply to certain UPS Worldwide Express Freight shipments. To determine if a particular origin or destination has an oversize pallet limit, please visit <a href="http://www.ups.com">www.ups.com</a>	EUR 91,30 per pallet will be billed in addition to the shipping costs.

<sup>1</sup> Due to the extra handling required on our part and consequent potential delays in processing these shipments, UPS does not provide a money-back guarantee for them. Therefore UPS will not refund the shipping charges if shipments, subject to either the Additional Handling Charge, Large Package Surcharge or Oversize Pallet Charge, are not delivered by the normally scheduled time.

**Note.** All charges for our additional and optional services are shown exclusive of taxes. Where applicable, VAT will be chargeable at the standard rate.  
\* Not applicable for UPS Worldwide Express Freight

# UPS My Choice®

UPS My Choice<sup>1</sup> lets your customers manage their home delivery experience.

UPS My Choice is a subscription based service and once enrolled, members can benefit from:

- Proactive delivery alerts via SMS, email or Mobile applications<sup>2</sup> such as: Ship Notification, Day Before Delivery, Delivery Schedule Updates, Day of Delivery, Confirmation of Delivery.
- Four-hour delivery window for most deliveries.
- Online delivery planner to help manage and track upcoming home deliveries from UPS.

Visit [www.ups.com/mychoice](http://www.ups.com/mychoice) for more information.

## Delivery Options

UPS My Choice members also have the added benefit of being able to reroute and reschedule eligible UPS home deliveries.

- Authorized shipment release - You may give authorization online for UPS to deliver packages without a signature.
  - "Leave at" Instructions - Designate where you would like our driver to leave your package (e.g. porch). This option is only available with authorized shipment release.

UPS My Choice therefore helps shippers to:

- Increase the probability of successful first-time deliveries.
- Reduce service calls associated with tracking parcels and returns.
- Focus on providing superior customer service.
- Improve customers' online shopping experience.

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<sup>1</sup> We are constantly improving the My Choice experience by adding new countries and additional functionality. Please consult the local UPS.com website for the latest My Choice portfolio in a country of interest: [www.ups.com/mychoice](http://www.ups.com/mychoice)

## What other UPS services are available?

### World Ease®\*

With World Ease you can group several shipments that are of either the same or different service levels and that are destined for one country into one 'master' shipment for consolidated customs clearance, using a single importer of record. Available on a contractual basis for exports to more than 65 countries across the world for customers using WorldShip or a host-to-host system. World Ease is not available for shipments between EU member states.

World Ease provides

- Pre-determined Port of Entry
- Defined time-in-transit
- No unexpected charges – defined billing
- Full visibility throughout the shipment process
- Full integration with your in-house systems
- Simplified shipment processing – all necessary documentation is automatically generated with WorldShip, or with a host-to-host system.
- Return Service

### UPS Express Critical®

#### Time-critical, specialised solutions

UPS Express Critical® is our fastest service, providing a broad range of urgent and secure transportation options for one-time shipments of any size, worldwide at any time.

When time is tight our team will work with you to create customised, high-priority, door-to-door solutions using the best vendors, estimates and logistics based on your requirements. We'll get your shipment on the **next flight out**, give you access to the world's largest **charter** aircraft, and provide a dedicated courier to **hand carry** your shipment throughout the transportation cycle.

We even have a cost-effective **surface** alternative for urgent delivery within Europe.

You benefit from a single source provider of end-to-end logistics with full online visibility for tracking and delivery confirmation. You can be confident that your shipments will arrive with the care they deserve – on time and intact.

Got an urgent delivery? Contact our team of experts 24/7/365 at +49 6966 800 900 or email us at: [ec@ups.com](mailto:ec@ups.com)

### UPS Import Control®\*

This service allows you to manage the collection, scheduling and billing of your import shipments from over 120 countries. Using advanced technology, you can control crucial importing aspects including customs documentation, delivery speed and billing options. Services include:

#### 1 UPS Collection Attempt

Send shipping labels and commercial invoices to UPS, who will then make one attempt to collect the package. If unable to collect the package, our driver will leave the documents for your exporter.

**EUR 5,05 per package in addition to relevant shipping costs.**

#### 3 UPS Collection Attempts

Send shipping labels and commercial invoices to UPS, who will then make three attempts to collect the package. If our driver is unable to collect the package after the third attempt, the documents will be returned to UPS and you will have to reprocess the service request.

**EUR 6,95 per package in addition to relevant shipping costs.**

#### Commercial Invoice Removal

Allows you to ship directly to third-party receivers without revealing the value of goods.

**EUR 14,75 per shipment in addition to relevant shipping costs.**

Print Return Label, Electronic Return Label, Prints and Posts Return Label are included. More information about these services can be found in the UPS Returns page.

UPS Import Control is available as an option on UPS shipping systems such as, UPS Internet Shipping, UPS Developer Kit and the latest version of WorldShip

#### More information

If you want to know more about any of these services, please visit [www.ups.com](http://www.ups.com) or contact your sales representative.

## UPS Access Point™

UPS Access Point locations are UPS retail sites offering convenient parcel drop-off or delivery at a time and place that best suits your customers' needs. Utilising high street locations like newsagents, grocers and petrol stations, your customers can benefit from extended opening hours and improved convenience.

To view all UPS Access Point locations with its individual opening days and hours, please go to the [www.ups.com](http://www.ups.com) webpage.

Services include:

### Ship to a UPS Access Point™ location

You have the possibility to ship to a UPS Access Point location as a delivery option. When your customers order items, they can choose to have their shipments delivered to a UPS Access Point location. Your customers will receive notifications via email or SMS to let them know their parcel is ready for collection from the selected UPS Access Point location.

You can use any UPS Shipping system to ship parcels directly to a convenient UPS Access Point location for collection by your customer.

### Deliver to Addressee Only

You will be able to offer your customer the option to have a parcel collected at a UPS Access Point location only by the Addressee on the label (no third party collection allowed).

**EUR 2.95 per shipment will be charged for this additional service.**

### Package Release Code

You have the possibility to provide a PIN code to your customers, allowing them to designate a third party to collect packages on their behalf. This option also enables the use of the UPS Access Point network when the consignee's identity is unknown (i.e. field service technicians).

Please note:

- Specific weight and size limits apply for UPS parcels delivered to or dropped off at a UPS Access Point location:
  - The maximum weight (actual weight) per parcel is 20 kg - The maximum length per parcel is 97 cm
  - The maximum size per parcel is 300 cm in length and girth combined
- The declared value for "Ship to a UPS Access Point location" must be less than 5,000 USD (or its equivalent in local currency). Information on declared value per parcel for Prepaid Drop-Off can be found in the "Reference Information" section under Service restrictions.
- The UPS Access Point™ location will hold packages for a limited period of time. Please refer to [www.ups.com/accesspoint](http://www.ups.com/accesspoint) in the country of destination for details on how long packages are held for and will be available for collection by you or a third party nominated by you. Packages not collected will be returned by UPS to the shipper as undeliverable.
- Before releasing any shipment at a UPS Access Point™ location to you or another person on your behalf, the UPS Access Point™ location may require that sufficient verification of identity be produced. Please refer to [www.ups.com/accesspoint](http://www.ups.com/accesspoint) in the country of destination for relevant id requirements.
- Rates will be provided at the time of shipping except where rates have been contractually agreed.
- International Dangerous Goods and International Special Commodities are restricted from Ship to a UPS Access Point™ location service. For other restrictions please consult the [ups.com/accesspoint](http://ups.com/accesspoint) webpage in the country of destination.

### Notification to Consignee and Delivery to UPS Access Point™ Location.

UPS will deliver Ship to a UPS Access Point™ location packages to the designated UPS Access Point™ location. On or about the time of delivery to the UPS Access Point™ location, the tracking status for such package provided by UPS will reflect that it is available for pickup (e.g., "Delivered to UPS Access Point™ location, Awaiting Customer Pickup"). Delivery attempts to the designated UPS Access Point™ location constitute a delivery attempt for the purposes of the UPS Money Back Guarantee. Delivery is deemed complete for purposes of the UPS Money Back Guarantee when the package is delivered to the designated UPS Access Point™ location.

### Personal Data

The UPS Terms and Conditions of Carriage and UPS Privacy Notice apply to the processing of personal information in the context of the use of UPS Access Point™ services. In addition, UPS may, as a service provider on behalf of you or your customer and where available, provide by email, text or phone call notice of package status including but not limited to: (1) package is in the UPS system and en route to a UPS Access Point™ location, (2) package has experienced an exception or is delayed, (3) package is available for pickup at a UPS Access Point™ location and/or (4) reminder notices that package is available for pickup and will be returned to Customer if not picked up with a specified time frame ("Status Notice"). You, or you on behalf of your customer, represent and warrant that you have obtained informed and specific consent from the addressee (and will store such consent), as required under all applicable laws, rules, and regulations (including, where applicable, of the jurisdiction of addressee's domicile) in order for UPS to use the addressee's personal information to provide the UPS Access Point™ services and send to the addressee e-mails and other notifications relating to the UPS Access Point™ services, including without limitation Status Notices.

### Not at Home UPS Access Point™ Delivery

Where available, after the first unsuccessful residential delivery attempt, UPS may deliver your customer's parcel to a UPS Access Point location situated in their vicinity. If this happens, a UPS InfoNotice will be left, informing your customer that they can collect their parcel at the UPS Access Point location and when it can be retrieved.

### Prepaid Drop-Off

By using a UPS Access Point location, your customers can send or return items more easily. Shipments with UPS shipping labels already attached can be dropped off at a UPS Access Point location convenient for your customers.

# How can UPS help with international customs clearance?

## UPS Brokerage Services

Ensure your shipments cross borders quickly and arrive on time.

Every day, UPS reliably manages millions of customs clearances worldwide. Our experience and global knowledge can help you comply with local requirements and avoid customs-related delays.

Additionally, across Europe UPS has been granted or is actively pursuing Authorised Economic Operator (AEO) status as a compliant and trustworthy international supply chain partner. This EU accreditation means UPS shipments are fast-tracked through customs, helping us to speed up your supply chain.

Routine customs clearance services are provided free of charge; non-routine customs clearance services are listed below.

Service	Description	Fee
<b>Special Entries</b>		
<b>Other Additional Customs Clearance Services</b>	When additional, non-routine activities are required for entry of merchandise, selected services may be performed by UPS at the request of the importer.	For rates or additional information, please contact your local customer service centre on 8000 7100.
<b>Other Services</b>		
<b>Disbursement Fee</b>	Customers are responsible for payment of duty and taxes. UPS may prepay duties, taxes and other government charges on behalf of the payer. A fee will be charged based on the advanced amount.	EUR 16,00 minimum or 2,5% of the advanced amount.
<b>Post Entry Clearance Services</b>	UPS can process through customs any request from importers to amend an entry, recoup the over payment of duty and/or tax, submit additional duties owed to customs and/or request any duty drawback.	EUR 90,00 /shipment.
<b>Bonds</b>		
<b>Bonded Transfer UPS Guarantee</b>	UPS can raise a transit procedure to allow a shipment to be transported in bond with a UPS guarantee.	EUR 80,00 /shipment.

## More information

For additional information about customs clearance or for the latest pricing information, please visit [www.ups.com](http://www.ups.com) or call our customer service centre on 8000 7100.

### Time saving tip

For additional information about customs and brokerage regulations, you can refer to [www.ups.com/globaladvisor](http://www.ups.com/globaladvisor).

### Note

All our additional charges and optional services charges are shown exclusive of taxes. Where applicable, VAT will be charged at the standard rate.

## How can UPS help with international customs clearance?

### UPS Paperless® Invoice

This service enables you to submit your commercial invoice electronically when you ship internationally.

UPS is the first carrier to offer electronic invoices for international shipping. It's another way you can use technology to integrate order processing, shipment preparation and now commercial invoice data, making your business more efficient. So there's no need to print and apply multiple copies of paper invoices on shipments to destinations where Customs offices have the capacity to accept electronic forms.

Any company, regardless of size or industry segment, can use UPS Paperless Invoice. Best of all, UPS Paperless Invoice is free of charge. Enrolling is easy and can be done by visiting [www.ups.com](http://www.ups.com) and logging in with your My UPS ID. All you need is a UPS account number and digital images of your signature and company letterhead. You may also need billing invoice details for authentication purposes. Once you complete the enrolment process, you'll be able to ship with Paperless Invoice within 24 hours.

UPS Paperless Invoice works seamlessly with UPS shipping systems – WorldShip and UPS Internet Shipping.

### UPS FTZ Facilitator®

This service gives importers and exporters the ability to use UPS to transport international shipments “in-bond” to and from a global Free/Foreign Trade Zone (FTZ).

This allows the shipment of goods to and from an FTZ without using other transportation providers. Having a single source transportation provider enables importers and exporters to increase visibility and tracking, and reduce the chance for errors and costs associated with utilising multiple transportation providers.

The process is really very simple. Importers will choose UPS FTZ Facilitator to direct shipments to be delivered, in-bond, to a designated FTZ rather than being cleared through customs. On the other side, exporters will choose UPS FTZ Facilitator to ship goods in-bond from an FTZ to an international destination. So whether you are importing or exporting this service can help you go global with confidence.

UPS FTZ Facilitator also gives you advance access to shipping documentation at the UPS Import Clearance Alert web site for your broker and FTZ operator ([www.ups.com/import](http://www.ups.com/import)).

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#### Service availability

Some service options are not available from all origins and/ or to all destinations. For service availability, please visit [www.ups.com](http://www.ups.com) or contact your UPS sales representative.

#### Note

UPS Paperless Invoice and UPS FTZ Facilitator are available on a contractual basis.





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## 3. REFERENCE INFORMATION

**This section contains information on:**

- **Billing options**
- **Prohibited articles and service restrictions**
- **Money-back guarantee**
- **Liability**
- **Terms and Conditions of Carriage**

## What billing is possible?

UPS has a number of different billing options to suit your needs. Please consult the table below to see what works for you.

Billing item	Who pays	Coverage	Comments
<b>Shipping charges</b>	Shipper	All destinations	Sending rates will apply
	Receiver	All origins	<ul style="list-style-type: none"> <li>Receiving rates of the destination country will apply</li> <li>For all shipments, a valid UPS account number for the receiver is required.</li> <li>For all other shipments, the shipper or the receiver requires a valid account number</li> <li>If no valid receiver account number is provided, UPS will search for the account number. The Missing or Invalid Account Number Fee will be applied whether or not the account is found</li> </ul>
	Third Party located in <ul style="list-style-type: none"> <li>Shipper Country</li> <li>Receiver Country</li> <li>Third Country</li> </ul>	All origins and destinations	<ul style="list-style-type: none"> <li>Sending rates will apply unless the third party is located in the receiver country</li> <li>A valid UPS account number is required</li> <li>When domestic and EU shipments are billed to a third party in another country (EU and non-EU), the bill-to-party must be a business and must have a valid VAT or a business tax ID on file with UPS</li> </ul>
Billing item	Who pays	Coverage	Comments
<b>Duties and taxes</b>	Shipper	All destinations	<ul style="list-style-type: none"> <li>A valid UPS account number is required</li> <li>Not applicable to letter and document shipments (no commercial value)</li> </ul>
	Receiver	All origins	<ul style="list-style-type: none"> <li>Not applicable to letter and document shipments (no commercial value)</li> </ul>
	Third Party located in <ul style="list-style-type: none"> <li>Shipper Country</li> <li>Receiver Country</li> <li>Third Country</li> </ul>	All origins and destinations	<ul style="list-style-type: none"> <li>A valid UPS account number is required</li> <li>Not applicable to letter and document shipments (no commercial value)</li> <li>Shipments from a non-EU origin to a non-EU destination will be billed with VAT when the bill-to-party is located in an EU country</li> </ul>
Billing item	Who pays	Coverage	Comments
<b>Import Brokerage Services</b>	Shipper, third party not in the receiving country	All destinations	Receiving rates of the destination country will apply.
	Receiver, third party in the receiving country	All destinations	Receiving rates of the destination country will apply. Refer to the Import Brokerage Services section of the UPS Service Guide for the destination country for details.
<b>Export Brokerage Services</b>	Shipper, third party in the shipper's country	All origins	Sending rates of the origin country will apply. Refer to the Export Brokerage Services section of the UPS Service Guide for the origin country for details.
	Receiver, third party not in the shipper's country	All origins	Sending rates of the origin country will apply.

### General information

UPS reserves the right to withhold delivery against payment in appropriate circumstances.

Invoice validity period: All invoices shall be deemed to be accepted as issued, unless requests for invoice adjustments are received in writing by UPS within 90 days from the invoice date.

Please contact the UPS Customer Service Centre on 8000 7100 for the billing options available for your shipping location.

# Prohibited articles and service restrictions

## Prohibited articles

The following articles are prohibited from shipment to all countries served by UPS (except by specific contract):

- Alcoholic beverages
- Animal skins (non-domesticated)
- Articles of exceptional value (e.g. works of art, antiques, precious stones, gold and silver)
- Dangerous goods/Hazardous materials (following IATA and ADR regulations)
- Firearms
- Furs
- Ivory and ivory products
- Jewellery and watches (other than costume jewellery and costume watches) exceeding USD 500 or local currency equivalent per package<sup>1</sup>
- Live animals
- Money, negotiable items and pre-paid cards
- Perishable goods
- Personal effects (except to selected countries when shipped with participating Mail Boxes Etc. centres)
- Plants
- Pornographic materials
- Seeds
- Tobacco and tobacco products
- Unaccompanied baggage (except to selected countries when shipped with participating Mail Boxes Etc. centres)

Personal effects in general include items owned by the shipper, intended for his or her personal use and owned for at least 6 months. The exact definition of personal effects (which is based in applicable customs rules) varies from country to country. Please contact UPS on + 353 1 5245446 for more information.

Unaccompanied baggage means suitcases, carry bags, backpacks, briefcases and other similar luggage items, regardless of content (except that they may be shipped if empty, unlocked and properly packaged in accordance with UPS guidelines).

Also prohibited are: goods moving under ATA Carnet; goods moving under FCR, FCT and CAD (Cash Against Document); shipments with inherent vice, which by their nature are likely to soil, impair or damage persons, merchandise or equipment; goods, the carriage of which is prohibited by law in the country of origin, transit or destination (e.g. ivory and ivory products), goods which attract excise duty (e.g. spirits) or which require special facilities, safety precautions or permits. Under applicable law, certain goods may be transported only under prescribed conditions and certain goods are prohibited from transportation by air (e.g. liquids in glass containers).

## Shipping prohibited articles on a contractual basis with UPS

Certain items we list as prohibited may be accepted by UPS on a contractual basis for shippers with regular volume and the ability to comply with all applicable regulations.

UPS has put in place the International Special Commodities (ISC) program enabling customers to ship restricted items (e.g. items that require additional paperwork or inspections, or that are subject to spoilage) to specific destinations.

The following commodities may fall under the ISC program:

- Alcoholic Beverages
- Biological Substances, Category B, Exempt Animal Specimens and Exempt Human Specimens
- Plants
- Perishables (Fish and Meat)
- Seeds
- Tobacco
- Special exceptions

Not all commodities can be shipped to all countries.

This program requires a contract. For more information please call + 353 1 5245446 or contact your UPS representative.

<sup>1</sup> Costume jewellery and costume watches: jewellery and watches for which the retail price is lower than USD 150 per item and which do not contain precious metal(s) and/or stone(s)

# Prohibited articles and service restrictions

## Alcoholic beverages

UPS offers an alcohol shipping programme, which allows customers to ship alcoholic beverages containing less than 70% alcohol in and between certain countries. A contract is necessary for shippers in the alcohol industry. Customers not in the alcohol industry can ship gifts within the EU without a contract.

Within the EU, alcoholic beverages may be shipped either excise duty paid or under duty suspension. They must, however, have an alcohol content of less than 70% and must be in containers with a capacity of 5 litres or less.

UPS accepts domestic shipments of such alcohol in the following countries: Belgium, France, Germany, Italy, the Netherlands, Poland, Portugal, Spain and the UK. Across borders, alcohol can be shipped between EU member states with the exception of Finland and Sweden. Areas that are not part of the EU customs area or the EU common system of Value Added Tax (VAT) are excluded. Alcoholic beverages under duty suspension cannot be shipped within or from Latvia or Malta.

Packages containing alcoholic beverages should be clearly indicated as "alcoholic beverages" on the shipping label, waybill or other shipping documentation. Alcoholic beverages should not be included in a shipment containing non-alcoholic products. Furthermore, packages containing alcoholic beverages must be physically separated from others when prepared for collection by UPS.

UPS only agrees to deliver alcoholic beverages to an adult. Therefore, if you are shipping alcohol to a residential address, you must select the "Adult Signature Required" option (please see [Section 4](#) of this Guide).

Products such as alcohol are subject to excise duty regimes in all EU member states. As such, specific documentation or fiscal marks are required to accompany all international and some domestic shipments. Please note that UPS does not automatically obtain the consignee's signature on the excise duty documents, nor does UPS automatically return these documents to the shipper.

Detailed information on the excise duty regime is published by the European Commission and can be found online<sup>1</sup>.

You can also contact your sales representative or refer to the UPS Alcohol Shipping Guide for more information.

## General obligations

It is the shipper's responsibility to comply with current government regulations or laws applicable in each country. Shipments are subject to inspection and possible delay by customs or representatives of other government authorities.

We reserve the right to refuse or suspend transportation of any package which does not set out contact details for shipper and receiver and of goods which, in our opinion, are not practicable for transportation or are not adequately described, classified or packed and labelled in a manner suitable for transportation and accompanied by necessary documentation.

We will not transport any goods which are prohibited by law or regulation of any federal state or local government in the origin or destination countries or which may breach any applicable export, import or other laws or endanger the safety of our employees, agents and subcontractors or the means of transportation or, which in our opinion, soil, taint or otherwise damage other goods or equipment or which are economically or operationally impractical to transport.

UPS does not agree to carry any prohibited articles. Without prejudice to any other provision in these terms or the UPS Terms and Conditions of Carriage, if it comes to the attention of UPS that a package contains any prohibited article, you must pay to UPS an additional minimum administration fee of 141 EUR in addition to any other applicable charges. Payment by you of such fee does not in any way limit or exclude your liability to UPS resulting from the breach of the UPS Terms and Conditions of Carriage nor does it mean that UPS accepts any liability, or waives any rights, in respect of such prohibited articles.

## Dangerous Goods

UPS adheres to the air transportation regulations outlined by the International Air Transport Association (IATA) and to the road transportation regulations outlined by the UN ADR and does not accept Dangerous Goods in its system – nationally or internationally. Local national regulations also apply for road transport.

Businesses which ship Dangerous Goods without appropriate labelling, documentation and packaging can face significant financial and legal penalties.

It is also important to remember the following when shipping with UPS:

**1** If you are reusing packaging or cartons, please ensure that all old labelling is removed. Any Dangerous Goods labels on a package will cause the shipment to be held and inspected, causing service delays and inconvenience to you and your customer.

**2** If you are shipping goods that could be potentially seen as Dangerous Goods but are not – because of their unusual name, appearance etc, it is advantageous to clearly declare on the shipping documentation that the goods are 'not classified as Dangerous Goods'. This will ensure the shipment is not delayed unnecessarily. Any misdeclaration may lead to significant penalties for the shipper.

<sup>1</sup> At the time of printing, these were the accurate website addresses:  
[http://ec.europa.eu/taxation\\_customs/taxation/excise\\_duties/gen\\_overview/index\\_en.htm](http://ec.europa.eu/taxation_customs/taxation/excise_duties/gen_overview/index_en.htm)  
[http://europa.eu/legislation\\_summaries/taxation/index\\_en.htm](http://europa.eu/legislation_summaries/taxation/index_en.htm)

## Service restrictions

UPS does not deliver to or collect from P.O. Box numbers.

The maximum value or declared value per package is USD 50,000 or local currency equivalent. The maximum value or declared value per pallet for Worldwide Express Freight shipments is USD 100,000 or local currency equivalent.

The maximum value or declared value per package of jewellery and watches (other than costume jewellery and costume watches<sup>1</sup>) is USD 500 or local currency equivalent.

COD service is provided within the Republic of Ireland, the EU, Liechtenstein, Norway and Switzerland. The maximum COD amount that can be collected is USD 50,000 or local currency equivalent per package for cheque transactions. COD service is not available for pallets.

The maximum amount of cash UPS will accept from a single consignee for a single shipper is USD 5,000 or local currency equivalent per day (maximum EUR 750 in France, and less than EUR 1,999.99 in Italy).

The maximum value and declared value per package for a domestic UPS 1 Attempt Returns Plus shipment is USD 999 and for a domestic UPS 3 Attempts Returns Plus shipment USD 50,000 or local currency equivalent.

The maximum value and declared value per package for a drop-off in a Third Party Retailer or UPS Access Point location is USD 1,000 or local currency equivalent.

The maximum value and declared value per package for an international UPS 1 Attempt Returns Plus or an international UPS 3 Attempts Returns Plus shipment is USD 50,000; provided that for each such shipment with an actual or declared value in excess of USD 999, the shipper must ensure that a UPS high value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high value shipment summary is obtained and signed, the maximum value or declared value of each such shipment is limited to USD 999.

Contact your UPS Customer Service Centre on 8000 7100 for the local currency equivalent.

## Weight and size limits

UPS has established specific weight and size limits for the packages that you send with all UPS services. The restrictions below only pertain to individual packages. There are no limits to the total weight of your shipment or the total number of packages in your shipment.

The maximum weight (actual weight) per package is 70kg<sup>2</sup>.

The maximum length per package is 274cm.

The maximum size per package is 400cm in length and girth combined.

Packages that weigh more than 25kg require a special heavy-package label.

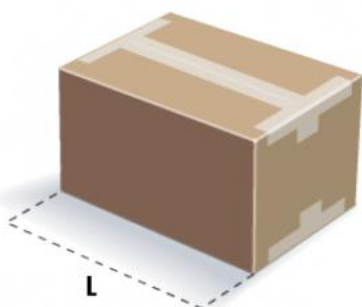
Packages with a large size-to-weight ratio may have a dimensional weight greater than actual weight. In that case, UPS will charge based on dimensional weight.

Packages that require additional handling may be subject to the Additional Handling Charge.

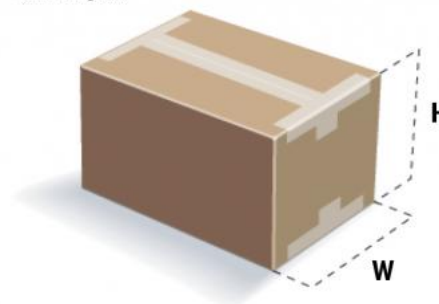
Packages that exceed certain size restrictions but do not exceed UPS's maximum size per package may be subject to the Large Package Surcharge.

Packages that exceed UPS weight and size limits are not accepted for transportation. If found in the UPS small package system, they are subject to the Over Maximum Limits charge.

**Length** is the longest side of a package or object.



**Girth** is defined as (2 x Width) + (2 x Height).



<sup>1</sup> Costume jewellery and costume watches: jewellery and watches for which the retail price is lower than USD 150 per item and which do not contain precious metal(s) and/or stone(s)

<sup>2</sup> The limits listed above apply to most packages and destinations, but there are some variances because of different local restrictions in some countries. Please contact your UPS Customer Service Centre on 7777 7200 for details.

# UPS money-back guarantee

## Money-back guarantee

For certain services and selected destinations UPS offers a free money-back guarantee on the shipping charges. To find out if it applies to your shipment, use the ['Calculate Time and Cost' tool at www.ups.com](#) and key in your shipping details. Alternatively, contact your local UPS Customer Service Centre on 8000 7100. Where the money-back guarantee operates, if we fail to attempt delivery within the applicable time period, we will, on request, refund or credit you (or any other person who paid for the carriage) with the shipping charges (or, in the case that only some of the packages in a multiple package shipment fail to meet the applicable time limit, the proportionate part of the shipping charges relating to those packages), net of any surcharges, VAT, duties, taxes or levies, provided that the following conditions are fulfilled:

- a) shipping documentation (including labels) must have been correctly completed and the relevant package must bear the paper labels produced by UPS online shipping solutions or otherwise in accordance with the UPS packaging guidelines;
- b) any other documentation required by the country of origin or destination or any country of transit must be fully and accurately completed and included with the package;
- c) if applicable, the package must bear a Saturday Delivery routing label (for destinations to which this service is available);
- d) the shipment must have been tendered to UPS on or before the latest collection time specified by UPS for guaranteed delivery;
- e) you must have notified your request for claim to UPS in writing or by telephone within 15 calendar days from the date of scheduled delivery and advised us of the receiver's name and address, date of shipment, package weight and the UPS tracking number;
- f) the shipment must not require additional handling, be subject to the Oversize Pallet Charge or include a Large Package, as described in the [Additional Services and Charges](#) section in this guide.
- g) the shipper must provide Timely Upload of all applicable information to UPS. Timely Upload as used in these Terms refers to the electronic transmission of all applicable information (including, but not limited to, consignee's full name, complete delivery address, and shipment dimensions and weight) to UPS 15 minutes before the latest collection time specified by us for guaranteed delivery.

The guarantee does not apply when late delivery results from the package not complying with the restrictions and conditions set out in Paragraph 3.1 of our [Terms and Conditions of Carriage](#), from events beyond our control (as set out in Paragraph 6 of our Terms and Conditions of Carriage) or due to any suspension of carriage or return of a package as provided for in Paragraph 3.3 of our Terms and Conditions of Carriage or the exercise of any lien by UPS in accordance with our Terms and Conditions of Carriage.

For the avoidance of doubt, the liability of UPS under the money back guarantee is limited to the above and the guarantee does not otherwise constitute any form of undertaking or representation that the shipment will arrive by any particular time.

# Liability

## Liability for loss, damage or delay

The following is a summary for information purposes of certain relevant provisions of the UPS Terms and Conditions of Carriage. The full terms are set out in Terms and conditions 1 STG and prevail in case of inconsistency with the present summary.

### International Carriage:

Where carriage is international, international conventions may apply: in particular the Warsaw or Montreal Convention in the case of carriage by air and the CMR Convention in the case of carriage by road. The national laws of some countries may also extend the rules of such conventions to purely domestic carriage.

Where they apply, the rules of the Warsaw, Montreal and CMR Conventions govern and in most cases will limit our liability for loss, damage or delay to a shipment.

- the Warsaw and Montreal Convention limit is usually 19 Special Drawing Rights<sup>1</sup> (SDR's) per kilogram of the goods affected
- the CMR Convention limit is 8.33 SDR's per kilogram (but restricted to the amount of the carriage charges in the case of delay)

Other Carriage: Where Convention rules do not apply, we will only pay compensation for loss, damage or delay of a package caused by our negligence and only up to a maximum of the local currency equivalent of USD 100 per shipment, subject (as in all cases) to proof of loss. See our terms and conditions for further information.

You may obtain the benefit of a greater limit of liability by declaring a higher value for carriage on the UPS shipping documentation and paying a corresponding additional charge. If you declare a higher value for carriage and pay the applicable charge, then UPS's liability shall be limited to proven damages not exceeding the sum so declared (see under '[Optional services](#)').

The value of the goods concerned shall not in any event exceed USD 50,000 (USD 500 in the case of jewellery or watches other than costume jewellery or costume watches) or its local currency equivalent per package in a small package shipment, or USD 100,000 or its local currency equivalent per pallet in a Worldwide Express Freight shipment, as UPS does not offer carriage for goods with values above these amounts.

Except when Convention rules or other mandatory laws apply and require otherwise, we will not pay compensation for purely economic losses (such as loss of profits, loss of business opportunities or loss of revenue resulting from loss of use), even if a value has been declared for carriage in respect of the relevant shipment. We will also not be liable for any damage to or loss of packaging or pallet skids.

**Any claim against UPS must be notified to us in writing as soon as possible and also within any specific time limit set out in our terms and conditions. In certain circumstances, Convention rules (if applicable) may permit a claim to be pursued against UPS outside these periods.**

In addition to the above, any legal proceedings in respect of a shipment must be commenced and served on us within eight months of delivery or (in the case of non-delivery) of the due date for delivery. If the Warsaw, Montreal or CMR Conventions apply, there are longer time limits for the commencement of legal proceedings: in summary, 2 years in the case of the Warsaw and Montreal Conventions and 1 year (3 years if there is wilful misconduct on UPS's part) in the case of the CMR Convention.

<sup>1</sup> A Special Drawing Right is a unit of account adopted by the International Monetary Fund. The current value of an SDR is regularly published in major financial newspapers.

# 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](http://www.ups.com) or obtained from a UPS Office.

## 1. Introduction

A. These terms and conditions ("terms") set out the basis on which UPS will transport packages, documents and envelopes ("packages") and palletised goods ("pallets", pallets and packages are together "shipments"). 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.

B. The term "UPS" will mean and the shipper's contract will be with the UPS authorised service contractor, or the UPS entity if existing, in the country where the shipment is presented for carriage, who may be contacted c/o 5 Avenue Ariane, 1200 Brussels, Belgium (although this shall not be taken in itself as choosing 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.

C. Where carriage by air involves an ultimate destination or stop outside the country of origin the Warsaw Convention may apply. The Warsaw Convention governs and in most cases limits the liability of carriers in respect of loss of or damage or delay to cargo. (For the purpose of these terms the phrase "the Warsaw Convention" means (i) the Convention for the Unification of Certain Rules Relating 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, whichever 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 19th May 1956 ("the CMR Convention").

D. A shipment may be carried via 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 servants, agents and sub-contractors each of whom shall have the benefit of these terms.

E. 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 or pallets 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 pick up, transportation, customs clearance where applicable and delivery of the shipment. The shipper acknowledges that shipments will be consolidated with those of other shippers for transport and that 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 its 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 which apply to the carriage of packages by UPS. It also explains what the consequences are of the shipper presenting packages for carriage which do not meet these requirements.

### 3.1 Service Restrictions and Conditions

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

(i) Packages must not weigh more than 31.5 kilograms (or 70 lbs) or 70 kilograms (or 150 lbs) (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 centimetres in length or a total of 400 centimetres in length and girth combined. Pallets are subject to maximum size and weight limits that vary by origin and destination, and that are set out at [www.ups.com](http://www.ups.com).

(ii) The value of any package may not exceed the local currency equivalent of USD 50,000. In addition the value of any jewellery and watches, other than costume jewellery or costume watches, in a package shall not exceed the local currency equivalent of USD 500. The value of any pallet may not exceed the local currency equivalent of USD 100,000.

(iii) Shipments must not contain any of the prohibited articles listed in the Guides including (but not limited to) articles of unusual value (such as works of art, antiques, precious stones, stamps, unique items, 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) Shipments must not contain goods which might endanger human or animal life or any means of transportation, or which might otherwise taint 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 shipments set out adequate contact details for the shipper and receiver of the shipment and that they are so packed, marked and labelled, their contents so described and classified and are accompanied by such documentation as may (in each case) be necessary to make them suitable for transportation and to comply with the requirements of the Guides and applicable law. Unless a different service level is clearly selected on the Waybill or other applicable UPS shipping documentation, shipments will be carried under the Express (or Express Freight) service (where available to the selected destination) and all applicable charges will be calculated accordingly.

The shipper guarantees that all shipments presented for carriage under these terms comply with the restrictions in paragraphs (i) to (v) 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 (where different) by the party tendering the shipment to UPS and have been protected against unauthorised interference during their preparation, storage and transportation to UPS. UPS relies on this guarantee in accepting any shipment for carriage hereunder. Any other shipments are excluded from carriage.

3.2 Perishable and temperature sensitive goods will be transported provided that the shipper accepts that this is at its risk. UPS does not provide special handling for such packages.

## 3.3 Refusal and Suspension of Carriage

(i) If it comes to the attention of UPS that any shipment 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 8, 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.

(ii) UPS may also suspend carriage if it cannot effect delivery, if the receiver 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 set out on the shipment or Waybill or if it cannot collect amounts due from the receiver on delivery.

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

3.4 The shipper must pay and indemnify UPS for any reasonable costs and expenses (including storage), incurred by UPS, any losses, taxes and customs duties UPS may incur and all claims made against UPS because (i) a shipment does not meet any of the restrictions, conditions or representations in paragraph 3.1 above (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 these terms. In the case of the return of a package or shipment (or part thereof), the shipper will also be responsible for paying all applicable charges calculated in accordance with the prevailing commercial rates of UPS.

3.5 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 meet any loss whatsoever arising which the shipper may suffer in connection with the carriage by UPS of such shipment (regardless of whether that failure to comply has caused or contributed to the loss and notwithstanding any negligence, except willful misconduct, of UPS or any negligence, including willful misconduct, of its employees, contractors or representatives) and, if UPS does suspend carriage for a reason allowed by these terms, the shipper shall not be entitled to any refund on the carriage charges it has paid. UPS may bring a claim in respect of such non-compliance.

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

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

## 4. Customs Clearance

When 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 receiver in obtaining customs clearance.

Provided that, in the case of shipments whose points of despatch 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 package or the shipment for the sole purpose of appointing a customs broker to carry out any customs clearance, in so far as allowed by law.

## 5. Payment

5.1 The rates for carriage and other services are set out in the Guides 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 and, if greater than the declared weight, invoice on such basis. Unless proved otherwise, an invoice shall be considered for this purpose to have been received three business days following the date of invoice.

5.2 If a) UPS is required to pay any taxes, duties or levies on behalf of the shipper, receiver or a third party, b) the selected billing option indicates that the receiver or a third party should pay any charges, or (c) 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 and documentation or any permits or licences 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 is to be charged, at first, to the receiver or any third party, UPS will (without prejudice to the shipper's contractual liability for payment), first demand payment of the relevant amount from the receiver and/or, where applicable, 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 on first written demand. In any other cases, 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 third party for payment. In case of doubt, the burden of proving that the amount has been paid lies on the shipper.

5.3 Any sum payable to UPS which is overdue will bear interest at a rate of 2% above the interbank overnight lending rate applicable on the due date in the country where the package is presented to UPS for carriage 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 up to a maximum of the local currency equivalent of 40 EUR 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 or may sell them and use the proceeds to make good the debt to it in accordance with applicable local law. 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 in value the amounts set out in paragraph 3.1(ii) (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 5% of the value of the shipment in excess the relevant amount set out in paragraph 3.1(ii) is applicable.



**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 UPS will take all steps that are reasonably practicable in the circumstances to commence or continue the carriage. Examples of events beyond UPS's control are disruption to air or ground transportation due to bad weather, fire, flood, war, hostilities, civil disturbances, acts of government or other authorities (including without limitation, customs) and labour disputes or obligations affecting UPS or some other party.

**7. Money Back Guarantee**

For certain services and destinations, UPS offers a money back guarantee on the shipping charges. Details of its applicability, terms and conditions and of the corresponding delivery and latest pick up time for the relevant service and destination are as set out in the Guides and on the UPS website ([www.ups.com](http://www.ups.com)) each as current at the time the goods are accepted for carriage and can also be confirmed by contacting the shipper's local UPS call centre. For the avoidance of doubt, the liability of UPS under the money back guarantee is limited to the above and the guarantee does not otherwise constitute any form of undertaking or representation that the shipment will arrive by any particular time.

**8. Collect on Delivery (COD)**

For certain destinations and services as advised by the local UPS call centre, UPS offers a COD service on payment of an additional charge as set out in the Guides. 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/or 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 collectible in that form on behalf of a shipper shall be the local currency equivalent of USD 5,000 per receiver per day. Notwithstanding the previous rule, the amount collectible 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: Austria: EUR 3,500; Belgium: EUR 3,000; Denmark: DKK 20,000; Germany: EUR 3,500; Spain: EUR 1,000; Greece: EUR 499; Portugal: EUR 1,000; Italy: EUR 999.99; France: EUR 1,000; Romania: RON 10,000 for individuals, RON 5,000 for legal entities; Sweden: SEK 3,000; Switzerland: CHF 3,500; Poland: 15,000 PLN. If the shipper specifies a COD amount that exceeds these limits, UPS will automatically be entitled to accept cheques for the whole or any part of that amount.

If the shipper specifies a COD amount that exceeds these limits, UPS will automatically be entitled to accept cheques for the whole or any part of that amount.

**8.2 Cheque COD** – If 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 to the shipper that is recognised in the country of destination of the shipment. Where UPS accepts cheques the maximum amount collectible in any form shall not exceed the equivalent of USD 50,000 per package (or other applicable value, if lower). Where UPS is permitted to accept a cheque, it may collect a cheque denominated in 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 to the shipper an equivalent amount in the local currency of the country 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 8.2, may either be forwarded to the shipper by regular mail at the shipper's risk or handed over to the shipper or to any other person appearing to have authority to accept the cheque on the shipper's behalf. In the event of non-receipt by the shipper of COD amounts, the shipper must notify UPS in writing within 45 days of the date of delivery of the shipment concerned.

**8.4** In the event of non-receipt by the shipper of COD amounts, the shipper must notify UPS in writing within 45 days of the date of delivery of the shipment concerned.

**8.5** The shipper will indemnify UPS for all losses, expenses or any claims made against UPS by the receiver or a third party, arising where UPS does not deliver a shipment because the receiver does not pay the COD amount in the appropriate form or refuses to accept the shipment.

**8.6** The liability of UPS in respect of the amount to be collected shall not exceed either the applicable maximum amount collectible under these terms or the COD amount indicated on the Waybill, whichever is the lesser. Further, the COD amount shall not in any event exceed the value of the goods at their destination plus applicable carriage charges. For the avoidance of doubt, a COD amount does not constitute declaration of a value for the purpose of paragraph 9.4 or otherwise and therefore shall not affect the liability of UPS for any loss, damage or delay to the goods themselves.

UPS does not accept any responsibility for any dishonest or fraudulent acts on behalf of the receiver including, but not limited to, presenting a fraudulent cheque or one which is later dishonoured, or for cheques incorrectly completed by the receiver.

**9. Liability**

**9.1** Where the Warsaw or CMR Conventions or any national laws implementing or adopting 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 (save in the case of personal injury or death) limited to proven damages of the local currency equivalent of USD 100 per shipment, unless a higher value has been declared by the shipper under paragraph 9.4 below.

**9.3** If the claimant (or any person from whom he derives his right to claim) has caused or contributed to any loss, damage or delay to a package or pallet, any liability UPS may incur in respect thereof (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 than 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 Guides. If the shipper declares a higher value for carriage and pays the applicable charge, then 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 specified in paragraph 3.1(i).

**9.5.** Save where mandatory provisions of the applicable laws require otherwise, UPS does not accept responsibility for lost profits (lucrum cessans) and indirect or consequential damages such as but not limited to purely economic losses, loss of business opportunities or loss of sales or loss of goodwill.

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

**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 as persons at the same premises as the receiver). If no such person is available, the package may be left in the receiver's letter box, if suitable, or delivered to a neighbour, unless the shipper has excluded such delivery options by using the applicable additional service. The receiver shall be informed of any alternate delivery arrangements (or redirection to a UPS Access Point®) by note left at their premises.

Notwithstanding the previous paragraph, and unless otherwise agreed with the shipper, UPS may apply any alternative delivery methods chosen by the receiver in accordance with the UPS My Choice® Service Terms or any other agreement between UPS and the receiver. Such alternative delivery methods include, without limitation, redirecting delivery of a package to an alternate address (including a UPS Access Point), authorizing the driver to leave a package at the receiver's premises, modifying a service selected by the shipper or rescheduling delivery. The shipper also agrees the receiver may receive delivery information regarding a package. The shipper expressly waives any claim it may have against UPS arising from UPS following any such instructions provided by the receiver.

UPS may use an electronic device to obtain proof of delivery and the shipper agrees 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 circumstances to suspend carriage, redirect delivery (whether to a different receiver or address from that named on the Waybill) or return a shipment to its shipper and, in the event that it should attempt but fail to do so, shall have no liability for any losses thereby occasioned.

**11. Data Protection**

**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 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 it (i) has obtained personal data the shipper provided to UPS for the shipment lawfully, (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 e-mail and 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 <http://www.ups.com/content/cy/en/resources/ship/terms/privacy.html>.

**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 uses other than those 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 consigned with UPS for carriage. In addition, all claims against UPS in connection with any shipment shall be prescribed and barred by expiration 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 term 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 Guides. If the shipper wishes to rely on any variation to these terms, it must ensure that that is recorded in writing and signed by the shipper and on behalf of UPS before the shipment is accepted for carriage by UPS. If any part of these terms are 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.

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