1. In tendering this shipment, the Shipper and the Consignee agree to these Terms which no agent or employee of the parties may alter. This Air Waybill is non-negotiable. Notwithstanding who prepared the Air Waybill, it shall be deemed conclusively to have been prepared by the Shipper. The Shipper agrees that this shipment is subject to the Terms stated herein and those UPS Air Freight Terms and Conditions of Contract ("Air Freight Terms") in effect on the date of shipment which are incorporated herein by reference, and made a part of this contract. With the exception of Section 5 below, The Air Freight Terms shall control in the event of a conflict with these Terms or any other documents. The Air Freight Terms are available on the UPS website at www.ups.com, at all UPS offices or by writing to UPS Supply Chain Solutions, Inc. 12380 Morris Rd. Alpharetta, GA. All Terms, including but not limited to all the limitations of liability shall apply to our agents and their connecting carriers. As used herein, “UPS” or “UPS Supply Chain Solutions” shall refer to UPS Supply Chain Solutions, Inc. with respect to the services provided in the Americas region, UPS Europe SA with respect to services provided in Europe, Middle East and Africa regions, and UPS Asia Group Pte. Ltd. with respect to services provided in Asia-Pacific region.

Shippers and consignees are responsible for, and warrant their compliance with, all applicable laws, rules and regulations, including, but not limited to, customs laws, import and export laws, and government regulations concerning the shipment of the cargo. Failure to furnish such information and content to the Air Waybill may be cause for rejection and return of the Air Waybill; such documents are as necessary to comply with such laws, rules and regulations. UPS assumes no liability to consignee or consignee or any other person for any loss or expense due to shipper's or consignee's failure to comply with this provision. If shipper does not complete all the documents required for service, or if the documents submitted are not appropriate for the service or destination requested, shipper hereby expressly agrees that UPS, where permitted by law, to complete, correct, or replace the documents for shipper at shipper's expense, but is not obliged to do so. The terms of the Air Waybill shall apply regardless of UPS's completion of a substitute form of air waybill to complete the receipt or delivery of the package. UPS shall not be liable to shipper or any other person for its actions under this provision.

2. UPS's liability for damages including, but not limited to, those damages arising from or related to misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow shipper or consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay, loss or damage, shall in no event exceed that set forth in the Limitations of Liability section of the Air Freight Terms and provisions contained herein.

Unless otherwise governed by the Warsaw Convention including any applicable amendments thereto, the Montreal Convention, the Convention of the International Carriage of Goods by Road, signed at Geneva, Switzerland, on May 19, 1956 ("CMR"), or other mandatory applicable law, UPS's liability for damages on shipments including loss or damage to cargo occurring during motor carriage within the United States, shall be limited to the higher of $500.00 per shipment or $0.50 per pound ($1.10 per kilogram) of that part of the cargo adversely affected thereby, plus transportation charges applicable to that part of the shipment adversely affected thereby, unless, at the time of the shipment, the shipper makes a declaration of value for cargo in the space designated on the Air Waybill and pays the appropriate valuation charge, in which event UPS's liability shall not exceed such higher declared value.

For shipments subject to the Warsaw Convention, as amended, or the Montreal Convention, UPS's liability for damages on shipments shall be limited to 19 Special Drawing Rights ("SDR") per kilogram of that part of the cargo adversely affected thereby, plus transportation charges applicable to that part of the shipment adversely affected thereby, unless, at the time of the shipment, the shipper makes a declaration of value for cargo in the space designated on the Air Waybill and pays the appropriate valuation charge, in which event UPS’s liability shall not exceed such higher declared value.

For shipments subject to the CMR, UPS's liability for damages on shipments shall not exceed 8.33 SDR per kilogram of that part of the cargo adversely affected thereby, plus transportation charges applicable to that part of the shipment adversely affected thereby, unless, at the time of the shipment, the shipper makes a declaration of value for cargo and pays the appropriate valuation charge, in which event UPS’s liability shall not exceed such higher declared value.

Shipper shall be responsible for knowing the value of SDR. (For shipper's convenience only, conversion rates for SDR can be found by contacting the International Monetary Fund, or by viewing its web site at www.imf.org). For losses occurring in Mexico to shipments transported by ground, UPS's liability for damages on shipments shall not exceed ten cents (0.10) per pound (22 cents per kilogram) of that part of the cargo adversely affected thereby plus transportation charges applicable to that part of the shipment adversely affected thereby unless, at the time of the shipment, the shipper makes a declaration of value for carriage in the space designated on the Air Waybill and pays the appropriate valuation charge in which event UPS’s liability shall not exceed such higher declared value.

UPS makes no warranties, express or implied, and expressly disclaims any and all warranties. UPS will not be liable for misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow Shipper or Consignee Instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, loss or damage unless caused by our sole negligence. We will not be liable for any damages arising from delay.

UPS will not be liable for misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow shipper or consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, penalties, expenses, delay on international shipments, caused in whole or in part by the act, default or omission of the Shipper, Consignor, or other party who claims interest in the shipment, compliance with laws, governmental regulations orders or requirements, compliance with delivery instructions from the Shipper or Consignee, the nature of the shipment or any defect thereof, violation by the Shipper or Consignee of any of the Terms contained in the Air Waybill or in the Air Freight Terms, including, but not limited to, improper or insufficient packaging, securing, marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omissions of Custom or quarantine officials, authorities of law, civil commotions or hazards incident to a state of war, riots, strikes, work stoppages or slowdowns, or other labor disputes or disturbances, national or local disruptions in air or ground transportation networks due to events beyond our control, disruption or failure of communication and information systems, disruption or failure of utilities, weather conditions, security related requirements, other circumstances beyond our control, and mechanical delay of aircraft or other equipment failures.

UPS does not guarantee delivery by a specific time or date, and shall not be liable for delay or any other failure to meet an agreed-upon delivery deadline. There are no stopping places which are agreed upon at the time of tender of a shipment, and UPS reserves the right to route the shipment in any way, manner, or mode it deems appropriate.

IN NO EVENT SHALL UPS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT UPS HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED AND WHETHER PLED UNDER TORT, CONTRACT, OR ANY OTHER LEGAL THEORY.

3. Shipper, Consignee, or any other party claiming an interest in the shipment must notify UPS immediately upon delivery or, in the case of loss or damage which could not have been noted at the time of delivery, within fourteen (144) days of delivery, of any loss or damage to the shipment. Receipt of the shipment by the Consignee or the Consignee's agent without written notice on the delivery receipt and/or delivery manifest will be prima facie evidence that the shipment was delivered in good condition. No claim will be processed until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges.

Notice of loss or damage must be reported to us at 1-800-443-6379 for shipments moving within the United States, or to the UPS Supply Chain Solutions service center of destination for International shipments. The shipment, its container(s), and packing material must be made available for inspection at the delivery location. All shipments are subject to opening for inspection by UPS, but we are not obligated to perform such inspection.

All claims for loss or damage must be made to UPS within sixty (60) days after the date of acceptance of the shipment by UPS. Claims for invoice adjustments (e.g., adjustment of charges based on incorrect rate, billable weight, overcharges, type of service, etc.) must be made in writing to us within sixty (60) days after the date of shipment.

For information about filing a claim, contact 1-800-443-6379, or your local UPS Supply Chain Solutions office if not in the United States or Canada. UPS shall have no liability for any claim for which notice and documentation is not filed within the time limits set forth herein and in the Air Waybill and the Air Freight Terms.

All claims are subject to proof of value, limitations of liability, and further requirements and restrictions contained in the Air Freight Terms.

4. Rates and charges are payable in lawful money of the United States. Customers shall pay all duties, taxes, interest and other charges due on imported goods to the U. S. either (i) directly to United States Customs, through a check to United States Customs and Border Protection ("CBP") or CBP's Automated Clearinghouse (ACH), in accordance with applicable CBP requirements and regulations, or (ii) to the account of Unishippers. Payment of any required duties, fees, taxes, interest, and other charges due on imported goods must be received within ten (10) days of the commencement of the entry process. Customers are responsible for accurate invoice, taxes, interest, and other charges due on imported goods as required by UPS, or by law or regulation of the destination country. Customers shall be liable for any penalties, fines, or any other damages that may arise as a result of failure to make timely payment. In the event that customer fails to make any payment when due, all amounts owed by customer to us shall immediately become due and payable. The shipper and consignee shall be liable, jointly and severally for all unpaid charges payable on account of shipping transportation charges and all duties, customs assessments, government penalties and fines, taxes.

5. Hazardous materials shipments, residential pickup and delivery service, shipment of household goods/personal effects and guaranteed services will not be provided.

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