## **UPS PAPERLESS INVOICING TERMS & CONDITIONS**

## Self-Enrollment T&Cs

- By proceeding, you acknowledge that the company and any other company that your company is in common ownership with (or you if acting individually) (collectively herein, "You") desires to access United Parcel Service ("UPS") Paperless InvoiceTM, and/or UPS Document Upload (collectively or individually herein, "Services") in connection with this shipment or these shipments (collectively or individually herein, "Shipment"). You also represent and warrant that You are the individual or an authorized member of the company that You identified during enrollment of the Services and that You will, if requested, provide a copy of documentation (e.g., driver's license, passport, corporate registration statement) that authenticates this identity.
- 2. Once registered to use the Services, You (1) authorize UPS (including any UPS affiliate) to use the information that You submit electronically to facilitate the delivery, export and/or import of the Shipment (including data to generate commercial invoices or USMCA certificates of origin and international trade documents); (2) certify that the data, documents, and information, including, but not limited to, the value, about the Shipment are correct and complete in accordance with all applicable federal, state or other country law (collectively or individually herein, "Laws"); and (3) agree to indemnify and hold UPS (including any UPS affiliate) harmless from any and all claims asserted and/or liability or losses suffered by reason of any incorrect, incomplete or false statement contained in the data, the invoices, certificates of origin or international trade documents.
- 3. You acknowledge that the Services are only authorized for a designated and approved UPS account number. In addition, You acknowledge that, in order to receive the Services, You must also transmit to UPS in advance all other required information for a Shipment. UPS will not act as Your record keeper; therefore, You acknowledge that You are responsible for maintaining a record of the data provided for the Shipments.
- 4. You further acknowledge that a Shipment tendered using the Services is subject to the service description and terms and conditions set forth in the effective UPS Rate and Service Guide and the UPS Tariff/Terms and Conditions of Service, including the Provisions for Custom Clearance of International Packages. You further acknowledge that the Services are subject to the terms and conditions set forth in the effective UPS Technology Agreement.
- 5. In some instances, Laws may require the use of original invoices, certificates of origin or other international trade documents. You acknowledge that You have an affirmative and non-delegable duty to determine whether a Shipment requires an original invoice, certificate of origin or other international trade document and that You will attach such an original document to the Shipment when required by Laws and ensure that the paperless commercial invoice that You prepare using the Services is, in all material aspects, the same as the original invoice provided to the buyer and contains all information which is required of the Shipment in accordance with the Laws, including 19 C.F.R. Part 141, Subpart F (Invoices) for shipments entering the United States and any other Laws governing valuation and invoicing requirements of other countries of destination or origin. You also acknowledge that you will maintain and produce to UPS, if requested, a copy of the original commercial invoice (between the buyer and seller).