

## UPS® ECONOMY TERMS AND CONDITIONS (DE)

### UPS® Economy Service Description

In these terms and conditions, UPS shall mean the UPS entity referred to in any agreement incorporating these conditions. UPS Economy Service transports low-weight, low-value, business to consumer international shipments from the European Union to select destination countries with final delivery through the UPS Worldwide Economy network.

### Contract Only

UPS provides UPS Economy Service on a contract-only basis. All shippers must enter into an approved contract for UPS Economy Service.

### DDP and DDU Options

DDP and DDU options are available for the UPS Economy Service. Shippers may use only the option(s) set forth in their contract for UPS Economy Service. Different rates and charges apply depending on the option used.

UPS Economy packages shipped using the DDP Option will be delivered through the UPS Worldwide Economy network, including contracted service providers. Duties, taxes, and customs clearance fees applicable to such packages must be paid by the shipper, in addition to the rates and other charges applicable to UPS Economy Service.

For the DDU Option duties, taxes, and customs clearance fees applicable to such packages are collected from the consignee upon delivery.

### Master Container; Final Delivery

Shippers must tender each individual UPS Economy package (“Package”) containing only a UPS Economy Service label. All such Packages should be shipped to the export site in a box, pallet, or gaylord containing only UPS Economy packages (“Master Container”) for shipment to a designated UPS Economy export site. Packages may be shipped via third party carriers from the export site to the destination country for final delivery through either the UPS Worldwide Economy network or the selected third party vendor, depending on the option selected. All Packages are delivered with no signature required.

### Geographic Scope

The DDP Option of UPS Economy Service is available for packages picked up in the European Union for delivery to the destination countries listed at [https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en\\_DE](https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en_DE).

The DDU Option of UPS Economy Service is available for packages picked up in the European Union for delivery to the destination countries listed at [https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en\\_DE](https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en_DE).

Origins and destinations for UPS Economy Service are subject to change. **Shipping on [UPS.com](https://www.ups.com), UPS Shipping API, UPS Ready® Solution, UPS Host System**

UPS Economy Service is available only for packages processed through Shipping on [UPS.com](https://www.ups.com), UPS Shipping API, an approved UPS Ready Solution, or an approved host system that meets UPS's requirements at the time of shipment.

### **Permissible Size and Weight of Packages**

Packages tendered for UPS Economy Service are subject to minimum and maximum size and weight restrictions. It is agreed that the maximum value of any DDP Packages and DDU Packages is capped at USD \$400.00.

Unless agreed otherwise in writing, the size and weight restrictions for Master Containers are set out in UPS Terms and Conditions of Carriage applicable at the time of carriage.

Unless otherwise agreed in writing, for Packages shipped using the DDP Option ("DDP Packages"), the following size and weight restrictions apply: (i) the maximum length (longest side of the package) is 122 cm; (ii) the maximum size is 330 cm in length plus girth (2 x width) + (2 x height) combined; and (iii) the maximum weight is 30 kg. DDP Packages that exceed these weight and size restrictions are not accepted for transportation. If found in the UPS system, such packages will be billed at the applicable rate per kg for a 30 kg package and are subject to additional charges, or will be returned to shipper at the shipper's expense, in UPS's sole and unlimited discretion.

Unless otherwise agreed in writing, for Packages shipped using the DDU Option ("DDU Packages"), the weight and size restrictions for DDU Packages service in effect at the time of shipping. The following size restrictions apply for DDU Packages weighing 2 kg or lower (i) the maximum length (longest side of the package) is 60 cm; (ii) the maximum size is 90 cm in length plus width plus height combined. The following size restrictions apply for DDU Packages weighing greater than 2 kg (i) the maximum length (longest side of the package) is 90 cm; (ii) the maximum size is 200 cm in length plus width plus height combined. The maximum weight for DDU Packages shipped from the European Union is 20 kg. DDU Packages that exceed these weight and size restrictions are not accepted for transportation. If found in the UPS system, such packages will be billed at the applicable per kg rate for a 20 kg package and are subject to additional charges, or will be returned to the shipper at the shipper's expense, in UPS's sole and unlimited discretion.

Worldwide Economy DDP packages are subject to the International Volumetric Standard for the metric unit of measure ( $\text{Length} \times \text{Width} \times \text{Height} / 5000 = \text{metric kilograms}$ ) to calculate dimensional weight when it applies. When the International Volumetric Standard exceeds the actual weight of a shipment in kilograms, it becomes the billable weight of the shipment. However, in the event the size and weight restrictions in the International Volumetric Standard differs from the size and weight restrictions set forth in these [UPS Worldwide Economy Terms and Conditions for Packages](#), these UPS Worldwide Economy Terms and Conditions shall govern.

### **Rates**

Customer's UPS domestic service rates apply to the transportation of Master Containers from the pickup location to the designated UPS Economy export site. Customer will be charged the rate applicable to the service level chosen by Customer.

UPS Economy rates for transportation of DDP Packages and DDU Packages from the UPS Economy export site to the end consignee are listed at [https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en\\_DE](https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en_DE).

All DDP Packages will be charged the greater of actual weight or dimensional weight using the formula of  $(\text{Length} \times \text{Width} \times \text{Height}) / 5000$ .

DDU Packages will be charged on actual weight with the following exception. For Packages destined to the United States, Packages with dimensions (Length x Width x Height) less than one cubic foot (28,316 cubic centimeters) will be charged on actual weight. Packages destined to the United States larger than one cubic foot will be charged the greater of actual weight or dimensional weight using the formula of (Length x Width x Height) / 5000.

### **Additional Charges**

The fuel surcharge applicable to UPS domestic services, as set forth in the applicable UPS Rate and Service Guide, applies to the transportation of Master Containers from the pickup location to the designated UPS Economy export site. The fuel surcharge in effect at the time of shipping is described at [ups.com](https://www.ups.com). An additional fuel surcharge applies to the transportation of DDP Packages from the UPS Economy export site to the end consignee. The DDP fuel surcharge in effect at the time of shipping is described at [https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en\\_de](https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en_de).

All Packages that exceed maximum weight or size limitations, as set forth herein, are subject to an additional surcharge. The amount of the surcharge in effect at the time of shipping is set forth at [https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en\\_de](https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en_de). All duties, clearance fees, taxes, and any other fees for delivery of each DDP Package must be paid by the shipper. All duties, clearance fees, taxes, and any other fees for delivery of each DDU Package are collected from the consignee upon delivery.

An administrative fee equal to ten percent (10%) of the total of duties and taxes charged applies to each DDP Package for which Customer uses UPS i-parcel's Landed Cost Calculator API or e-commerce platform plugin.

Additional charges or rates for nonstandard service, additional or nonstandard usage, and any other applicable additional or accessorial charges as referenced within the applicable UPS Rate and Service Guide.

### **UPS Economy Service Terms**

UPS provides UPS Economy Service to you ("Customer") subject to the following terms and conditions ("UPS Economy Service Terms"):

#### **1. Applicable Terms.**

UPS Economy Service is provided pursuant to (i) the Service Description set forth above and these UPS Economy Service Terms, in effect at the time of shipping; (ii) the terms set forth in the applicable UPS Rate and Service Guide, and the UPS Terms and Conditions of Carriage in effect at the time of shipping, as modified by these UPS Economy Service Terms; and (iii) the carrier agreement between UPS and Customer ("Agreement"). The UPS Rate and Service Guide and the UPS Terms and Conditions of Carriage (each available at [ups.com](https://www.ups.com)), the UPS Economy Service Description and these UPS Economy Service Terms are subject to change without prior notice. In the case of a conflict between these UPS Economy Service Terms and any other terms in the UPS Rate and Service Guide, the UPS Terms and Conditions of Carriage, or the Agreement, these UPS Economy Service Terms shall prevail. The UPS Rate and Service Guide, the UPS Terms and Conditions of Carriage, and the Agreement are expressly incorporated herein by this reference.

#### **2. Geographic Scope.**

UPS Economy Service is provided to and from the origins and destinations as set forth above in the UPS Economy Service Description, in effect at the time of shipping. UPS reserves the right to add or eliminate permitted origins and destinations without prior notice.

#### **3. Customs Clearance Services.**

For the DDP Option, Customer agrees to the following customs clearance service terms set forth in these UPS® Worldwide Economy Terms and Conditions:

- Customer authorizes and grants a power of attorney to a licensed transportation partner chosen by UPS to act as your customs broker for any shipment. The licensed transportation partner will transact business with foreign revenue authorities to clear your shipment and account for duties and taxes on your behalf.
  - 
  - UPS or its licensed transportation partner may be required to advance on Customer's behalf certain duties and taxes. In this event, the Customer will be assessed an amount based on UPS's best estimate of the duties and taxes it will need to advance and a customs clearance fee, plus a percentage surcharge pursuant to prior agreement between Customer and UPS. The amount may not reflect the actual duties and taxes paid to complete clearance of the goods through customs. The amount will vary by country. Unless otherwise agreed by UPS, Customer shall be liable for any and all duties and taxes paid by UPS or its transportation partner on Customer's behalf. At UPS's sole discretion, it may require advance payment or confirmation of reimbursement arrangements as a precondition to completion of clearance and delivery including, but not limited to, cases of deliveries to recipients that UPS believes are not creditworthy and of shipments with high declared values. Any rates quoted by UPS for carriage are inclusive of local airport taxes but exclusive of any value added taxes, duties, levies, imposts, deposits or outlays incurred in respect of carriage of the Customer's documents or goods. In the event Customer fails to pay, the Package will not be shipped, or if already shipped, the shipment may be returned to the Customer or placed into a general order warehouse or a customs-bonded warehouse. The Customer must then pay the advanced duties/taxes, the original transportation charges, and the return charges.
- UPS and its licensed transportation partner will not be liable for any penalties imposed or loss or damage incurred due to the impoundment of the Customer's documents or goods by customs or similar authorities. Customer hereby agrees to indemnify, defend, and hold harmless UPS, its officers, directors, employees, agents and their successor and assigns and its licensed transportation partner and their officers, directors, employees, agents and their successors and assigns from any and all claims, demands, expenses or liabilities including but not limited to, fines, penalties, liquidated damages, storage charges, duties, fees, taxes, late payment fees or other money due, arising from the transportation, importation, exportation or customs clearance of shipments on behalf of the shipper or arising from the shipper's noncompliance with the laws of the origin and destination countries or UPS's requirements applicable to the shipment.
- DDP Packages will be delivered on a Fully Landed Cost basis. "Fully Landed Costs" include transportation to any destination country available for the DDP Option and any duties, clearance fees, taxes, and all other fees needed to effect delivery. If Customer uses UPS's Landed Cost Calculator API or e-commerce platform plugin, costs for the disbursement of duties, clearance fees, taxes, and any other fees for delivery are estimated upon tender and the estimated amount of such costs shall be charged to Customer. All such charges are final, regardless of the actual amount of disbursements made upon import. An additional administrative fee equal to ten percent (10%) of the total of duties and taxes charged applies to each such DDP Package. UPS reserves the right to charge additional duties and taxes to Customer if (i)

the Harmonized Tariff Schedule (“HTS”) code Customer provides to UPS is deemed incorrect by the licensed transportation partner chosen by UPS to act as Customer’s customs broker; and (ii) the correct HTS code, as determined by such customs broker in its sole and unlimited discretion, requires higher duties and taxes than the HTS code provided to UPS by Customer.

- If Customer does not provide an HTS code at the time of shipping, UPS reserves the right to determine the HTS code for the package based on the information provided by Customer, including but not limited to item description and country code. UPS takes no responsibility for any inaccurate HTS code. If the information provided by Customer is not sufficient or UPS is unable to determine the HTS code for a package, UPS reserves the right to return such package to Customer at Customer’s expense.
- 
- For DDP Packages exported to the United States, Customer shall be responsible to ensure that the consignee or the party receiving the shipment is not a Restricted Entity. A “Restricted Entity” is any company, country, or individual on any list or program maintained by any governmental agency of the United States restricting the export of any items to or financial transactions with specific individuals, companies, or other entities, which, includes, but is not limited to, the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons and the Denied Persons List or the Entity List maintained by the Bureau of Industry and Security of the U.S. Department of Commerce. Customer shall not tender for UPS Economy Service any shipment to a party that is a Restricted Entity.

For the DDU Option, when a DDU Package requires customs clearance, it is the Customer’s obligation to provide, or to ensure that the consignee 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 Customer in obtaining customs clearance. The Customer also agrees that UPS may be considered as being the receiver of the Package for the sole purpose of appointing a customs broker to carry out any customs clearance insofar as is allowed by law. Customer authorises UPS to instruct third parties to perform customs clearance of the DDU Packages as may be necessary. If UPS is required to pay any taxes, duties or levies on behalf of the Customer, consignee or a third party, or if 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 Customer or the consignee to provide correct information and documentation or any permits or licences required in connection with carriage, the Customer shall be liable to UPS and indemnify them on first written demand for all such amounts unless they are collected by UPS from the consignee immediately upon delivery. For DDU Packages destined to the United States, the Packages must be below \$800 USD in commercial value and not subject to United States Partner Government Agency regulations. In addition, if multiple Packages are sent to a single consignee, the combined commercial value of those Packages must not exceed \$800 USD in a single day.

#### **4. Package Screening.**

Customer consents to the screening of its packages.

#### **5. Size and Weight Limits; Packaging.**

Packages tendered for UPS Economy Service are subject to the weight and size limitations set forth above in the UPS Economy Service Description, in effect at the time of shipping. Packages not conforming to these size and weight limits are subject to additional charges or may be returned to Customer at Customer’s expense.

## 6. Restrictions; UPS Permitted Commodities.

Customers are prohibited from shipping DDU and DDP Packages with a value greater than USD \$400; if found in the UPS system, UPS reserves the right to return such packages to Customer at Customer's expense. Customer shall also ensure that Packages do not contain any item that UPS prohibits or states that it does not accept, as set forth in the UPS Rate and Service Guide and the UPS Terms and Conditions of Carriage in effect at the time of shipping.

Customer shall not tender, and UPS will not accept for UPS Economy Service, Packages containing lithium batteries, hazardous materials (defined as those materials regulated under The European Agreement concerning the International Carriage of Dangerous Goods by Road ("ADR")), dangerous goods (defined as those materials subject to the Dangerous Goods Regulations by Air prepared by the International Air Transport Association ("IATA") or the International Civil Aviation Organization ("ICAO"), ADR, or the International Maritime Dangerous Goods Code ("IMDG")), or other items subject to regulation under Title 49 of the U.S. Code of Federal Regulations (including Limited Quantity (ORM-D)).

DDP Packages that UPS will not accept for UPS Economy Service include, but are not limited to, packages containing:

- merchandise for commercial, government, or military use, resale, or bulk orders (e.g., business-to-business or "B2B" shipments);
- merchandise without a commercial transaction (e.g., consumer-to-consumer shipments or corporate gifts to employees)
- items that do not meet intellectual property rights, trademark, or copyright regulations in the destination country;
- dangerous, hazardous, combustible or explosive materials, including aerosols, items containing gas under pressure, flammables such as inks, paints, and alcohol-based perfumes, or any other items classified as dangerous goods or not permitted for transport on passenger aircraft; tobacco, vaping, e-cigarette and related products, including but not limited to any "Tobacco Products" as defined at [www.ups.com/tobacco](http://www.ups.com/tobacco) at the time of shipping;
- consumables (e.g., food, liquids, cosmetics, etc.), either packaged separately or in kits, except as otherwise set forth in the Agreement;
- batteries, either inside a device or packaged separately, except as otherwise set forth in the Agreement
- animals (whether or not live, dried, frozen, or otherwise prepared), any edible animal products, or any byproducts of animals listed in the Appendices to the Convention on International Trade in Endangered Species (CITES) at the time of shipping (<https://cites.org/eng/app/appendices.php>), except as otherwise set forth in the Agreement;
- vegetation (whether or not live, preserved, prepared, or byproducts) and natural or biological samples (e.g., dirt, rocks, plants, etc.), except as otherwise set forth in the Agreement;
- weapons or weapon accessories (e.g., knives, guns, gun scopes, gun optics, or gun cases), or thermal imaging merchandise, except as otherwise set forth in the Agreement;
- refurbished or used merchandise, except as otherwise set forth in the Agreement;
- any other items outlined in the applicable i-parcel terms and conditions in effect at the time of shipping.

Exceptions to any of the prohibited items for DDP Packages listed above must be vetted and approved by UPS in writing. Any such exceptions must be set forth in Attachment A-2 to Customer's contract for UPS Economy Service prior to shipment.

Promotional products shipping is not permissible to the country of Canada with the UPS Economy DDP service as these transactions are formally considered business-to-business-to-consumer and not business-to-consumer.

NOTE: Package level detail for shipments to Canada originating from a 3<sup>rd</sup> party logistics provider or otherwise must include sufficient information to confirm the shipment originated from an ecommerce business to consumer transaction.

DDU Packages that UPS will not accept for UPS Economy Service include, but are not limited to, packages containing:

- valuable contents (e.g., gold, silver, jewels, watches, coins, banknotes, and bearer securities);
- goods requiring refrigeration or heating in excess of normal transport handling;
- illegal drugs and narcotics;
- live animals
- items which are prohibited by the Universal Postal Convention and the import provisions of individual countries.
- any other items outlined in the applicable i-parcel terms and conditions in effect at the time of shipping

DDU Packages destined to the United States shall also comply with the restrictions of DDP Packages.

Customer shall be responsible for any penalties, fines, or other damages that may arise as a result of Customer's failure to comply with UPS i-parcel or UPS requirements. Customer acknowledges and agrees that Customer will bear all legal and financial responsibility associated with being exporter of record for any and all export transactions undertaken pursuant to UPS Economy Service, and that neither UPS nor any UPS affiliate will be responsible for export classification or compliance with export control laws applicable to the exporter of record. Customer warrants that all packages tendered for UPS Economy Service comply with all applicable export control and international trade laws and conventions and licensing requirements, including EU export laws and destination country import rules. Customer agrees to indemnify and hold UPS harmless from any liabilities, damages, costs, or expenses arising from or relating to any breach of this warranty.

## **7. Transit Time; Service Guarantee.**

The time and date of delivery for any package tendered for UPS Economy Service is not guaranteed. The UPS Service Guarantee as set forth in the applicable UPS Rate and Service Guide and the UPS Terms and Conditions of Carriage is not available for packages tendered for UPS Economy Service. Customer, on behalf of itself and its consignees, waives any right or claim for damages or liabilities of any kind against UPS or any third party carrier arising from or relating to delayed delivery of packages tendered for UPS Economy Service, and agrees to indemnify and hold harmless UPS and any third party carrier in relation to any such claims.

## **8. Mode of Transportation; Delivery.**

UPS may provide UPS Economy Service via any mode of transportation in its discretion. Customer acknowledges that transportation for Packages, including for shipments to certain countries, may be made in whole or in part by third party carriers in UPS's sole discretion. Only one delivery attempt shall be made on each package. Packages may be released to the consignee's address without signature.

## **9. Undeliverable Packages.**

DDP and DDU Packages that cannot be delivered will be destroyed, unless agreed otherwise in writing with the Customer.

## **10. Termination of Service.**

UPS shall have the right to terminate UPS Economy Service to Customer immediately (i) if Customer fails to comply with any of these UPS Economy Service Terms or the terms of any Agreement, or (ii) if UPS terminates or suspends the UPS Economy Service offering in its entirety. Termination shall be effective on notice to Customer.

## **11. Pricing.**

Customer shall pay the rates and charges applicable to UPS Economy Service, except as otherwise set forth in the Agreement. The rates and charges for UPS Economy Service are subject to change at any time for any reason. Changes shall become effective on the date specified in the notice.

Bill Third Party and Bill Consignee (Collect Billing) options are not available for UPS Economy Service, unless otherwise specified in the Agreement.

## **12. Processing System; Label; Export Site.**

Customer shall use (and shall ensure all Customer shipping locations use) Shipping on UPS.com, UPS Shipping API, an approved UPS Ready Solution, or an approved host system that meets UPS's requirements at the time of shipment ("UPS Automated Shipping System") to process UPS Economy Packages and Master Containers.

Customer shall apply to each individual Package tendered for UPS Economy Service a special UPS Economy label, which is provided through the UPS Automated Shipping System at the time of manifest, and load such Packages into a Master Container. Customer shall ship each Master Container to the designated UPS Economy export site set forth in the Agreement. Master Containers that are not shipped to the designated export site are subject to additional charges, in UPS's sole and unlimited discretion, or may be returned to Customer at Customer's expense. Customer shall ensure that packages and their contents are appropriately packaged for safe shipment in accordance with all applicable laws, regulations, and transportation requirements.

## **13. Delivery Confirmation.**

Delivery confirmation is provided for all DDP Packages. Delivery confirmation is provided for DDU Package shipped to select destinations only, as set forth in the DDU rates in effect at the time of shipping.

## **14. Package Segregation.**

For Customers using both the DDP and DDU options, UPS reserves the right to require Customer to segregate its Master Containers by DDP Packages and DDU Packages, or to send all Packages to one UPS Economy export site. UPS will provide Customer thirty (30) days' prior written notice of such requirement. If Customer does not follow such requirement, UPS reserves the right to return the Packages to Customer at Customer's expense.

## **15. Liability Limitations.**

Where the Warsaw or CMR Conventions (as defined in the UPS Terms and Conditions of Carriage) 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.

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 not exceeding EUR 70 per DDP Package when no longer in the Master Container. DDU packages are not eligible for claims.

If the claimant 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.



In relation to the shipment of a Master Container to the designated export site only the Customer may obtain the benefit of a greater limit of liability than UPS provides above or than may be provided by Convention Rules or other mandatory national law. The Customer may do so by declaring a higher value on the Waybill and paying an additional charge as stated in the UPS Rate and Service Guide and the UPS Terms and Conditions of

Carriage. Subject always to the provisions below regarding liability when goods are in the custody of a third party, if the Customer 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 above. Customer acknowledges that it does not receive any form of insurance. If Customer desires cargo insurance, all risk insurance, or another form of insurance, Customer acknowledges that it should purchase such insurance from a third party.

UPS's liability for loss or damage to each Master Container consisting of a pallet or gaylord during air carriage is set forth in the UPS Air Freight Terms and Conditions of Contract and the UPS Freight Rules and Charges, both available at [ups.com](https://www.ups.com), which are expressly incorporated herein. In the event Customer makes its own arrangements for transportation of a Master Container to the export site, UPS shall have no liability whatsoever for transportation of such Master Container.

Notwithstanding anything herein to the contrary, UPS shall have no liability for any loss or damage to any goods while in the care, custody, or control of any third party. In relation to the shipment of a DDP Package from the export site, the liability of the relevant third party is limited to US\$100. In relation to the shipment of a DDU Package from the export site, the relevant third party has no liability whatsoever.

Customer agrees that a UPS delivery scan, including a driver release delivery record or a record of delivery to a third party carrier, shall constitute valid and conclusive proof of delivery. Where a delivery scan for a package has been provided as proof of delivery, UPS shall not be liable for, and Customer agrees to hold UPS harmless from, any and all claims arising from delivery of such package, including loss, theft, non-delivery, or delayed delivery.

UPS's exclusions of liability contained in the UPS Rate and Service Guide and the UPS Terms and Conditions of Carriage are expressly incorporated herein, as modified herein. Under no circumstances shall UPS be liable for any special, incidental, or consequential damages arising from the transportation of goods, including loss, misdelivery of, or damage to goods, delayed delivery, or failure to attempt delivery in a timely manner. Under no circumstances shall UPS be liable for any packages after tender to a third party carrier.

## **16. Name Usage Guidelines.**

Customer shall comply with the UPS Economy Name Usage Guidelines, available at [https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en\\_DE](https://www.ups.com/de/en/services/international-shipping/economy.page?loc=en_DE), when referring to UPS Economy Service in print or online retail communications.