

Terms and Conditions

This Agreement ("Agreement") is made and entered into by and between you ("Customer") and United Parcel Service Inc., an Ohio Corporation ("UPS Ohio"), and UPS WorldWide Forwarding Inc., a Delaware Company ("UPS WWF") (UPS Ohio and UPS WWF collectively referred to as "UPS").

This Agreement sets forth the terms and conditions under which UPS will provide the pickup and delivery services ("Services") with the pricing incentives set forth below. The Services are further described in the applicable UPS® Rate and Service Guide ("Service Guide") and UPS® Tariff/Terms and Conditions of Service ("Terms") applicable to the country of origin in effect at the time of shipping, each of which are incorporated here by this reference. The Service Guide and Terms are available at www.ups.com and are subject to change without prior notice. In the event of a conflict or inconsistency between the Service Guide or the Terms and this Agreement, the terms of this Agreement shall control. Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Service Guide or Terms, as applicable.

UPS will provide Customer with the incentives as set forth below ("Incentives"). These Incentives shall only be available to Customer and shall only be applied to a single UPS account. Customer is prohibited from reselling or offering Services or Incentives to any other party without the prior written consent of UPS, and failure to comply with this prohibition may result in immediate cancellation of this Agreement. Customer acknowledges and agrees that the Incentives represent a discount from the UPS® Daily Rates in effect at the time of shipping. Customer acknowledges that the Incentives apply only to the base transportation rate set forth in the applicable Daily Rates, and do not apply to any additional applicable charges or surcharges as set forth in the Terms or Service Guide (for example, any applicable Value-Added Services, Other Charges, accessorial charges, other fees, or surcharges) unless otherwise specified below. Incentives will be applied based on the week the package is billed, unless otherwise specified by UPS.

Shipping Incentives:

6-week Average Weekly Shipping Volume	UPS® Ground • Commercial or Residential UPS International Standard Services to/from Canada	UPS Air Services • UPS Next Day Air® and UPS Next Day Air Saver® • UPS 2nd Day Air® and UPS 2nd Day Air A.M. • UPS 3 Day Select®	UPS International Express Services (Import/Export) • UPS Worldwide Express® • UPS Worldwide Saver® • UPS Worldwide Expedited® UPS International Standard to/from Mexico
0 - 2	20%	40%	40%
3 - 9	25%	45%	50%
10 or more	30%	50%	50%

Additional Incentives

- 40% off National Residential Surcharge
- 40% off Destination Area Surcharge
- 100% off UPS Smart Pickup® service

"Average Weekly Shipping Volume" is defined as the number of packages shipped by Customer per week using the eligible and committed Services during the given time period (i.e. six weeks), divided by the number of weeks in the time period (i.e. six weeks). For purposes of this Agreement, the Average Weekly Shipping Volume will be based on the most recent six (6) weeks (once six (6) weeks have been accumulated), excluding the current billing week and the first week Customer begins shipping. For the first week Customer ships packages, Customer will receive the incentives associated with the first tier (0-2 Average Weekly Shipping Volume).

For each package shipped using UPS® Ground (Zone 2) or UPS 3 Day Select® (Zone 302) services set forth above Customer, agrees to pay the greater of the net package charge based on the above incentives or the minimum published UPS list package rate, which is the rate applicable to a 1 pound package, for the respective zone.

For each package shipped using UPS® Standard Canada services set forth above, Customer agrees to pay the greater of the net package charge based on the above incentives or the minimum published UPS list package rate, which is the rate applicable to a 1 pound package, for the respective zone.

Note: UPS 3 Day Select® and UPS® Standard Export services are not available for Alaska and Hawaii origin shipments.

UPS may, at any time and in its sole and unlimited discretion, terminate, modify, suspend, extend or discontinue all or part of the Services, Incentives, or this Agreement without liability to Customer or any third party, either by notice posted at www.ups.com, notice provided directly to Customer, or notice otherwise reasonable under the circumstances. This Agreement will remain in effect until such time as UPS provides such notice of termination of the Incentives, the Services or this Agreement.

By clicking "I Accept", Customer accepts these terms and agrees that it shall be bound by the terms set forth in this Agreement. This Agreement shall be effective as of the date Customer indicates its acceptance. This Agreement supersedes all other agreements between Customer and UPS regarding these Services.