

UPS® WORLDWIDE ECONOMY TERMS AND CONDITIONS

A. UPS® Worldwide Economy Service Description

In these terms and conditions, UPS shall mean the UPS entity referred to in any agreement incorporating these conditions. UPS Worldwide Economy service is a low-cost e-commerce solution for non-urgent cross border shipments from select countries/territories in Asia Pac Region to select destination countries/territories with final delivery through the Worldwide Economy network.

Contract Only

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

Operating Model

UPS Worldwide Economy packages will be delivered through the UPS Worldwide Economy network, including subcontracted 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 Worldwide Economy service.

Geographic Scope

The origins and destinations for UPS Worldwide Economy set forth in Worldwide Economy Rate and Service Guide are subject to change.

Shipping Solutions

UPS Worldwide Economy service is available only for packages processed through UPS WorldShip, 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, Weight and Value

Packages tendered for UPS Worldwide Economy service are subject to minimum and maximum size and weight restrictions.

The following size and weight restrictions apply to Packages: (i) the maximum length (longest side of the package) is 122 cm; (ii) the maximum size is 330 cm; (iii) the maximum weight is 30 kilograms. 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 for a 30 kilogram 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.

Billable Weight

The billable weight will be the greater of Package's actual or dimensional weight. All Packages are subject to the dimensional weight formula of (Length x Width x Height) / 5000.

Exceptions to any of the Billable Weight formula listed above must be approved by UPS in writing. Any such exceptions must be set forth in Customer's Agreement for UPS Worldwide Economy service prior to shipment.

B. UPS Worldwide Economy Service Terms

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

1. Applicable Terms

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

2. Geographic Scope

UPS Worldwide Economy service is provided to and from the origins and destinations as set forth above in the UPS Worldwide 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 Packages

Customer agrees to the following customs clearance service terms:

- 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.
 - For shipments into the European Union, you consent to and appoint the licensed transportation partner to act in the capacity of a "Direct Representative." In accordance with Article 5 of Council Regulation (EEC) no. 2913/82 and the customs code, a "Direct Representative" acts in the name of and on behalf of another person.
 - 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. 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 from the United States, Customer shall act as the U.S. Principal Party in Interest ("USPPI") and be responsible for compliance with all Automated Export System ("AES") and Electronic Export Information ("EEI") filings requirements. Customer authorizes UPS to file EEI on Customer's behalf, based on information from Customer. Customer shall be responsible for compliance with applicable export control and international trade laws and conventions and licensing requirements, which includes, but is not limited to ensuring that all products requiring Export Control Classification Numbers ("ECCN") are assigned to DDP Packages and that each ECCN is verified against the Export Administration Regulations ("EAR"). Customer may be required to provide additional powers of attorney or written authorizations as USPPI to facilitate EEI filing requirements.
- 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 Worldwide Economy service any shipment to a party that is a Restricted Entity.

4. Package Screening

Customer consents to the screening of its packages.

5. Size and Weight Limits; Packaging

Packages tendered for UPS Worldwide Economy service are subject to the weight and size limitations set forth above in the UPS Worldwide 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.

Customer may not use UPS-supplied boxes or other UPS-supplied packaging for UPS Worldwide Economy packages, except as otherwise set forth in the Agreement. Packages using UPS-supplied boxes or other UPS-supplied packaging will be assessed shipping rates and charges as applicable to the packaging used.

6. Restrictions; UPS Permitted Commodities

Customer shall comply with these UPS Worldwide Economy Service Terms in effect at the time of shipping and all applicable UPS requirements, including restrictions on commodities and packaging, for Packages. 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 Tariff in effect at the time of shipping.

Customer shall not tender, and UPS will not accept for UPS Worldwide Economy service, Packages containing hazardous materials (defined as those materials regulated under Title 49 of the U.S. Code of Federal Regulations or USPS Publication 52), 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"), the European Agreement concerning the International Carriage of Dangerous Goods by Road ("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)).

UPS is not a common carrier and will only carry Packages, documents, or goods that are the property of Customer and subject to these UPS Worldwide Economy Service Terms. UPS has absolute discretion and reserves the right to refuse to carry any other Packages, documents, or goods for any person, firm or company and to carry any other class of documents or goods. UPS, from time to time, shall notify customers of any documents or goods not listed in this Section that are not acceptable for carriage.

Packages that UPS will not accept for UPS Worldwide Economy service include, but are not limited to, Packages containing:

- gold and silver bullion, coin, dust, cyanides, precipitates, or any form of uncoined gold and silver ore bullion, platinum and other precious metals, precious and semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any nationality;
- cash or currency equivalent items, gift cards, gift certificates, prepaid cards (any card or other media with stored currency value or other value), cryptocurrency, negotiable securities, stocks, bonds, certificates, uncanceled postage or revenue stamps, war savings or thrift stamps, blank or endorsed bank cashiers' checks, money orders or traveler's checks, letters of credit, antiques, pictures;
- 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)
- 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 at the time of shipping;
- consumables (e.g., medicines, drugs, 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; or
- refurbished or used merchandise, except as otherwise set forth in the Agreement.

Exceptions to any of the prohibited items for Packages listed above must be vetted and approved by UPS in writing. Any such exceptions must be set forth in Customer's Agreement for UPS Worldwide Economy service prior to shipment.

In the event any Customer shall consign such items to UPS, the Customer shall indemnify UPS for all claims, damages and expenses arising in connection therewith, and UPS shall have the right to deal with such items as it shall see fit, including the right to abandon carriage of the same immediately upon UPS's having knowledge that such items infringe these UPS Worldwide Economy Service Terms.

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 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 Worldwide 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 Worldwide Economy service comply with all applicable export/import control and international trade laws and conventions and licensing requirements. 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 Worldwide Economy service is not guaranteed. The UPS Service Guarantee as set forth in the applicable UPS Tariff is not available for packages tendered for UPS Worldwide 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 Worldwide 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 Worldwide 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 may be made on each package. However, third party carriers, at their sole discretion, may offer re-delivery and/or self-collection options for undelivered package post first deliver attempt. Packages may be released to the consignee's address without signature.

9. Undeliverable Packages

UPS reserves the right to deal with undeliverable package(s) in any manner at its sole discretion.

10. Termination of Service

UPS shall have the right to terminate UPS Worldwide Economy service to Customer immediately if (i) Customer fails to comply with any of these UPS Worldwide Economy Service Terms or the terms of any

Agreement, or (ii) UPS terminates or suspends the UPS Worldwide Economy service offering in its entirety. Termination shall be effective on thirty (30) days' notice to Customer.

11.Pricing

Customer shall pay the rates and charges applicable to UPS Worldwide Economy service, except as otherwise set forth in the Agreement.

The rates and charges for UPS Worldwide Economy service are subject to change on advance notice at any time for any reason. Changes shall become effective on the date specified in the notice.

The Bill Consignee (Collect Billing) option is not available. China cannot be a third-party payor.

12.Processing System

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 (collectively, the "UPS Automated Shipping System") to process UPS Worldwide Economy Packages.

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.Package Segregation

UPS reserves the right to require Customer to segregate its UPS Worldwide Economy Packages from its other UPS service packages.

14.Liability Limitations

The Customer is liable for all losses, damages and expenses arising as a result of the Customer's failure to comply with obligations under these Conditions or as a result of the Customer's negligence. These UPS Worldwide Economy Service Terms expressly exclude UPS and UPS servants and agents from any liability for certain losses and damage and limit the amount of liability of UPS and UPS servants and agents for other losses and damage to the amount stated herein. Customers are therefore advised to obtain their own insurance for any losses and damages that are not expressly accepted by UPS.

UPS's maximum liability for any and all losses or damages due to any legal theory for each Package tendered for UPS Worldwide Economy service is limited to the local currency equivalent to one hundred dollars USD (\$100).

15. Name Usage Guidelines

Customer shall comply with the UPS Worldwide Economy Name Usage Guidelines contained herein when referring to UPS Worldwide Economy service in print or online retail communications. The well-respected UPS® brand has many important touch points, including trademark names. UPS ("we" or "our") has developed service names to help customers recognize the solutions they need, and we ask that the names be referenced properly in order to help us protect these valuable assets. If you will be using UPS Worldwide Economy, please ensure you are using the name properly. The following Name Usage Guidelines apply:

- Many of our registered names include the prefix "UPS". This prefix is part of the registered name and should always be included.
- Include the correct notice symbol, "®", in the first or most prominent mention of the name.
- Never reference our service names using abbreviations.
- Names should never be displayed in any format other than as text.

We encourage Customers who wish to reference UPS shipping services in print and within online retail information to use our correct, trademark names, rather than generic names, as this will help demonstrate to your customers that you have engaged a best-in-class provider for your product delivery.

Customers who choose to substitute generic expressions for our trademark names may do so. However, do not make up names (e.g., Value Saver Plus) or use an expression that includes the UPS brand name (e.g., UPS Value). Under no circumstances can an expression be used that includes the words "Standard", "Saver", or "Ground", which are used for other UPS services and set an expectation of a specific customer experience.

The trademark name, "UPS® Worldwide Economy", is the preferred and recommended choice. Display UPS trademarks exactly as shown in these guidelines. A trademark registration provides legal protection for UPS because it prevents other companies from using the marks and potentially misleading or confusing the public.

An acceptable generic expression is "International Economy Shipping Option". This example is acceptable, as it describes what the service is and does not conflict with our branded product names or create confusion. It provides online shoppers with information that will help them compare shipping options.

16. Law and Jurisdiction

The formation, validity, interpretation, implementation and dispute settlement of this Addendum shall be governed in accordance with the laws of the country where the Package is presented to UPS for carriage.

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