

## Terms and Conditions

This Agreement ("Agreement") is made and entered into by and between Customer and the United Parcel Service Inc., an Ohio Company ("UPS").

UPS offers to and will provide the pickup and delivery services ("Services") as set forth below subject to the terms of this Agreement. These Services will be provided with the incentives ("Incentives") as also set forth below. These Incentives shall only be available to Customer and shall only be applied to a single UPS account. Customer shall receive the agreed-upon incentives according to the band determination of Total Weekly Gross Transportation Charges in accordance with **Addendum A**. Customer is prohibited from reselling or offering 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 is prohibited from combining or consolidating accounts or account information, and from improperly effecting the determination of Customer's Total Weekly Gross Transportation Charges. Customer acknowledges and agrees that the Incentives and the minimum rates in **Addendum A** are based on and derived from the most recently published UPS Standard List Rate rates available at [www.ups.com](http://www.ups.com) and are subject to change based on changes to such Standard List Rate rates. Each eligible package (or shipment) will receive its applicable Incentive for the term of this Agreement. Incentives will be applied based on the week the package is billed, unless otherwise specified. This Agreement will be subject to periodic review by UPS for Customer compliance.

Customer agrees to supply the UPS Service Provider with a hard copy summary manifest at the time that the packages are tendered to UPS for shipment and provide UPS with Timely Upload of electronic Package Level Detail ("PLD") in a form acceptable to UPS. PLD includes, but is not limited to, consignee's full name, complete delivery address, package weight and zone. Timely Upload is defined as the electronic transmission of PLD to UPS at the time the packages are tendered to UPS. Customer agrees to provide Smart Labels on all packages tendered to UPS. A Smart Label, as defined herein and described in the current UPS Guide to Labeling, which may be updated from time to time by UPS, includes, but is not limited to, a Maxicode, Postal Bar Code, current UPS Routing Code, appropriate UPS Service Icon and a UPS 1Z Tracking Number Bar Code. Customer further agrees that all shipping locations will use a UPS OnLine compatible shipping solution that is approved and authorized by UPS as such.

The enrollment period ends December 31, 2013. This Agreement will remain in effect until such time as UPS provides notice of termination of the Incentives, the Services or this Agreement either by notice posted at [www.ups.com](http://www.ups.com), notice provided directly to Customer, or notice otherwise reasonable under the circumstances. Customer and UPS agree that UPS, in its sole discretion, has the right to (a) extend the time of the offer; (b) alter or modify the Incentives, the Services or this Agreement; and (c) extend or terminate the offer, Incentives, Services or this Agreement, all at any time by notice posted at [www.ups.com](http://www.ups.com), notice provided directly to Customer, or notice otherwise reasonable under the circumstances.

The Introductory Period will remain effective for 4 weeks. Week 1 effective end date will be Saturday midnight of the week in which the account was registered.

After the 4 week introductory period, average weekly gross transportation charges per week will be based on week 4 through the week prior to the current billing week not to exceed 52 week (s).

## Addendum A

							
4 Week Introductory Incentives							
	UPS Next Day Air®	UPS 2nd Day Air®	UPS 3 Day Select	Ground <sup>1</sup>	Express, Saver, Expedited International Export	Express, Saver, Expedited International <b>Import</b>	International Standard <sup>2</sup>
Incentive Amount	16%	16%	16%	8.0%	16%	16%	8.0%
Incentives To Be Applied After Introductory Period							
Weekly Billing Totals	UPS Next Day Air®	UPS 2nd Day Air®	UPS 3 Day Select	Ground <sup>1</sup>	Express, Saver, Expedited International Export	Express, Saver, Expedited International <b>Import</b>	International Standard <sup>2</sup>
\$500.00 – or more	20%	20%	20%	10.0%	20%	20%	10.0%
\$250.00 – \$499.99	18%	18%	18%	9.0%	18%	18%	9.0%
\$100.00 – \$249.99	17%	17%	17%	8.5%	17%	17%	8.5%
\$50.00 – \$99.99	16%	16%	16%	8.0%	16%	16%	8.0%
– \$49.99	0%	0%	0%	0.0%	0%	0%	0.0%

UPS Next Day Air, which includes the following services: UPS Next Day Air®, UPS Next Day Air Saver®.

UPS 2nd Day Air, which includes the following services: UPS 2nd Day Air A.M.®, UPS 2nd Day Air®.

UPS 3 Day Select®.

UPS Domestic Ground, which includes the following services: UPS Ground - Commercial, UPS Ground – Residential.

UPS International Export services: UPS Worldwide Express®, UPS Worldwide Saver®, UPS Worldwide Expedited®.

UPS International Import services: UPS Worldwide Express®, UPS Worldwide Saver®, and UPS Worldwide Expedited®, UPS Standard from Mexico®.

Standard International Export service: UPS Standard® to Canada<sup>2</sup>.

Standard Import service: UPS Standard® from Canada<sup>2</sup>.

### Electronic PLD Bonus

The incentives above include an Electronic PLD bonus of up to 10%. Shipments tendered via non-Electronic PLD will not receive this bonus. At no point will non-application of the bonus result in net rates that exceed the published rates in effect at the time of shipment. The bonus will be applicable to all shipments paid for by accounts in this agreement.

The following methods of providing UPS shipment information will be considered non-electronic for this agreement: Manifest Key Entered, Hundredweight Shipping Document, Paper Waybill, Air Shipping Document, Shipping Record (SRB/SRM), All other shipment information will be considered electronic PLD.

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

Customer agrees to pay for all shipments in full within the time period required by UPS. All Services provided by UPS shall be pursuant to the UPS Rate and Service Guide and UPS Tariff/Terms and Conditions of Service in effect at the time of shipping, each of which are incorporated herein, by this reference. The UPS Rate and Service Guide and the UPS Tariff/Terms and Conditions of Service may be subject to change without prior notice.

Customer and UPS agree to maintain the confidentiality of this Agreement including its rates, terms and incentives ("Confidential Information") unless disclosure is required by law. Customer agrees not to post or publicly display this Confidential Information. All incentives contained in this agreement applies to the effective UPS Standard List Rate at the time the package is billed, and shall be applied on a weekly basis unless otherwise specified.

\* Each eligible package will receive an incentive per the following schedule based on a 52 week rolling average of eligible packages tendered to UPS. The band determination is based on the cumulative billed transportation charges per week (i.e. excluding accessorials, additional charges and surcharges). Incentives apply to Prepaid, Freight Collect, Third Party, Returns and Undeliverable (where applicable) billed letters, documents, paks and packages.

All incentives contained in this **Addendum A** apply to the effective UPS rate at the time of shipment and shall be applied on a weekly basis unless otherwise specified.<sup>3</sup>

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<sup>1</sup> For each package, shipper agrees to pay the greater of the net package charge based on the above incentives or the minimum published UPS list package charge of a Zone 2, 1 pound package, for the respective service.

<sup>2</sup> For each package, shipper agrees to pay the greater of the net package charge based on the above incentives or the minimum published UPS list package charge of a Standard Canada 1 pound package for the respective zone.

<sup>3</sup> Incentives are based on and derived from the most recently published Standard List Rates and adjusted periodically pursuant to the terms and conditions of the Carrier Agreement.