

"Grow your business with UPS" CAMPAIGN  
TERMS AND CONDITIONS

This Agreement, the UPS Service and Tariff Guide in effect at the time of shipment, and the UPS waybill or shipping documents, contain the basic terms under which United Parcel Service de México SA de CV (hereinafter referred as UPS) will provide pickup and delivery service to the customer (hereinafter referred as "The Company"), terms and conditions that the Company in this act acknowledges and accepts.

**General Terms And Conditions**

**Definition:** The "Grow your business with UPS" program, hereinafter referred to as "The Program" is available to those customers in Mexico that have a UPS account number or would like to open a new account with UPS and register the account number at ups.com to participate in "The Program", either individuals or corporations located in México, hereinafter referred to as "The Customer". "The Program" will run from November 9, 2012 through February 28, 2013.

In order to participate in the "The Program", "The Customer" should register the account number at ups.com. For registration customer must click one of the buttons at ups.com *Open a new account and apply this discount or Apply this discount to an existing account*. "The Customer" may not be eligible if the information is not completed correctly. If "The Customer" has an existing discount, they should contact their UPS representative to discuss adjustments to their current pricing agreement.

**Incentive Program:** Incentives are based on the published rates in the current UPS Rate Guide.

The services included in "The Program" are:

UPS Express (Domestic), UPS Express Saver (Domestic), UPS Worldwide Express<sup>SM</sup>, UPS Worldwide Express Saver<sup>SM</sup>, UPS Worldwide Expedited and UPS Standard

Incentives offered are as follows:

Shipping within Mexico (eligible services listed above) – 25% Incentives Off Effective Published Rates

Exports from Mexico & Imports to Mexico with UPS Worldwide Express, UPS Worldwide Express Saver, UPS Worldwide Expedited or UPS Standard - 15% Incentives Off Effective Published Rates

**Eligibility:** Only shipments shipped under the account number(s) registered under "The Program" and with electronic waybill produced from automated shipping systems (WorldShip, CampusShip or Internet Shipping) are eligible to participate in these designated incentives, and may not be transferred, assigned or released to any other party without the prior written consent of UPS. There is no minimum level of volume required. If a shipment's UPS waybill does not indicate one of the registered account numbers registered in "The Program", UPS cannot apply the incentive in billing "The Customer". Account numbers may be added or deleted only by mutual written agreement by both parties. Adjustments to this agreement require mutual written agreement of the parties duly signed by each one. Adjustments will be effective after five natural days of signature. Under no condition shall the Company resell UPS services.

**Billing:** “The Customer” agrees to supply electronic package level shipping detail to UPS in an acceptable form for UPS (equal characteristics as the PLD data generated by UPS OnLine compatible shipping solutions, UPS Internet Shipping, UPS WorldShip, UPS CampusShip). All invoices shall be deemed to be accepted as issued from UPS systems. If “The Customer” has been billed incorrectly for any charge, they would need a copy of the invoice in order to request an adjustment. To request a refund due to a duplicate payment, “The Customer” should submit proof of payment to UPS for the original charge. Payment of the invoice should be within thirty (30) days after the invoice date.

**Guaranteed Service Refunds:** UPS’ Guaranteed Service Refund is limited to reimbursing “The Customer” for freight charges only on shipments which UPS fails to complete delivery or attempt delivery within the time commitment. This refund is subject to conditions outlined in the UPS Terms and Conditions of Service at time of shipping.

**Payment Terms:** “The Customer” agrees to pay for all shipments in full within the time period required by UPS and in accordance with the UPS Service and Tariffs Guide in effect at the time of shipment.

**Confidentiality:** “The Customer” agrees that the rates, incentives, and terms of this Agreement are only applicable to “The Customer” and its subsidiaries - Eligible Accounts and Incentive Levels, as end users and may not be used for resale to any other party without prior written Agreement between UPS and “The Customer”. “The Customer” understands that breach of this clause of this Agreement between UPS and “The Customer” may result in immediate cancellation of this Agreement without prejudice of the payment of damages that may be caused to UPS as result of such breaching. “The Customer” agrees to maintain the confidentiality of this program, both its existence and the conditions, unless disclosure is required by law. “The Customer” agrees not to post or otherwise publicly display or disclose the confidential incentives covered by this Agreement without prior written authorization of UPS.

**Implementation:** UPS will provide the incentive program as set forth in this Agreement. The terms and conditions that govern the shipments are contained in the UPS waybill and in the web page [www.ups.com](http://www.ups.com), terms that The Customer in this act acknowledges and accepts. These incentives will commence November 9, 2012 and remain in effect until February 28, 2013. This contract is subject to periodic review and potential change based on characteristics, activity, compliance, and fuel surcharges. This agreement can be amended only in writing with signatures from both parties.

**Resellers:** “The Customer” agrees that this Agreement, including without limitation the incentives, is not available to businesses or companies that are in the business of reselling UPS’s services (“Resellers”). The Company agrees that UPS may void this Agreement or reverse any guaranteed services refunds or incentives it has provided to “The Customer” if it, acting reasonably, determines that “The Customer” is a Reseller, without prejudice of the payment of damages that may be caused to UPS as result of such breaching

**Liabilities:** Both parties agree that each of them will be directly responsible of the liabilities derived from the non compliance, error, defective enforcement or omission that are attributable to every one of them. UPS liabilities are limited pursuant to UPS waybill or UPS Service Guide’s terms and conditions.

**Privacy notice:** UPS is committed to ensuring and safeguarding your right to privacy and informational auto-determination in accordance with the privacy policies of United Parcel Service de México, S.A. de C.V., as well as with the provisions of the Federal Act for the Protection of Personal Data held by Private Persons ("LFPDP") and its Regulations ("RLFPDP"). The personal data you may be required to provide is that necessary for the proper provision of our services within the United Mexican States and/or abroad, and you understand and agree that this information may be processed directly or indirectly by UPS, its subsidiaries, affiliates, authorized dealers and/or third parties be they suppliers, service providers or external professional advisers acting on behalf of UPS or, where appropriate, proper authorities.

UPS will store your personal data solely for the purposes described in this Privacy Notice and for as long as necessary in accordance with what is established by legislation. In the event that UPS share your personal data with third parties it will ensure that these third parties take the necessary measures to protect the confidentiality and security of your personal data. It also will require such third parties to comply with the privacy policies of UPS, with this Privacy Notice and with the laws in force

**Manifestation of acceptance:** "The Customer" acknowledges and agrees that the manifestation of its willingness to be bound in accordance with these terms and conditions, will have full legal force at the time the company clicks the option "accept" on the website or any other document that refers to these terms,

Both parties are empowered to represent the corresponding entities with enough powers to bind itself under this agreement.

**Notices:** All notices, requests, claims or other communications required or allowed for its delivery or carrying out upon the presents must be done by writing or via e-mail when both parties agree on that.

**Jurisdiction:** For the construction, execution and enforcement of the presents, as well as for everything that is not considered therein, parties agree to abide by the Law and competent Courts of Mexico City, Mexico, expressly giving up to any other venue that might correspond to its present or future address.