UPS Terms and Conditions of Carriage

1. Introduction

A. These terms and conditions ("terms") set out the basis on which UPS will transport packages, documents and envelopes ("packages") and palletised goods ("pallets"); pallets and packages are together ("shipments"). These terms are supplemented by the current applicable UPS Service and Tariff Guide ("the Guide"). The Guide contains important details about the services of UPS which the shipper should read and which form part of the agreement between UPS and the shipper.

B. Depending on the country where the shipment is presented to UPS, the term "UPS" will mean and the shipper's contract will be with whichever of the following companies is applicable. That company will also be the (first) carrier of the goods for the purposes of the Conventions referred to in paragraph C.

C. Payment of the charges for carriage of packages up to 60kg in weight in the UK will be due on delivery. Payment of the charges for other types of shipments will be due at the time of the contract for carriage. (The Guide sets out in detail the occasions on which payment is required.)

2. Offer and Acceptance

A. The offer to transport made by UPS is subject to the terms and conditions of carriage set out in this Guide, and any other terms and conditions made known to the shipper at the time of booking the shipment for carriage, or incorporated into the Waybill and/or any other document submitted to UPS by the shipper.

3. Conditions of Carriage

The Guide sets out various restrictions and conditions which apply to the carriage of shipments by UPS. It also explains what the consequences are of the shipper presenting shipments for carriage which do not meet these requirements.

3.1 Service Restrictions and Conditions

Shipment must comply with the restrictions in paragraphs (i) to (v) below.

(i) Packages must not weigh more than 70 kilograms (or 150 lbs) or exceed 270 centimetres (or 108 inches) in length or a total of 419 centimetres (or 165 inches) in length and girth combined. Pallets are subject to maximum size and weight limits that vary by origin and destination, and that are set out in the Guide.

(ii) The value of any package may not exceed the local currency equivalent of USD 100,000. In addition the value of any jewellery or watches, other than costume jewellery or costume watches, in a package shall not exceed the local currency equivalent of USD 500. The value of any pallet may not exceed the local currency equivalent of USD 100,000.

(iii) Packages must not contain any of the prohibited articles listed in the Guide including (but not limited to) articles of unusual value (such as works of art, antiques, precious stones, stampa, unique items, gold or silver), money or negotiable instruments (such as cheques, bills of exchange, bonds, savings books, pre-paid credit cards, share certificates or other securities), firearms and dangerous goods.

(iv) Shipment must not contain goods which might endanger human or animal life or any means of transportation, or which might otherwise cause or damage other goods being transported by UPS, or the carriage, export or import of which is prohibited by applicable law.

(v) Pallets must be palletised, stackable, able to be lifted by forklift, and shrink-wrapped or banded to a skid.

4. Service, Payment and Rejection

A. UPS retains the right to refuse carriage to any shipment either at the time of booking or at any time thereafter if UPS reasonably considers that the shipment or any part thereof does not comply with the restrictions or conditions in paragraph 3.1 above. If UPS accepts the shipment for carriage it shall be the shipper's responsibility to ensure that the shipment is in accordance with these requirements at all times.

4.1 Payment for Carriage

A. Payment of any charges due to UPS for carriage services must be due on delivery, or if the shipper elects to have the charges paid at a later date, such charges shall be due on the date agreed by the shipper and UPS. The shipper agrees that UPS may be considered as being the receiver of the shipment for the sole purpose of appointing a customs broker to carry out any customs clearances in connection with the shipment.

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5. Payment

A. The rates for carriage and other services are set out in the Guide and, unless paid before shipment, all charges must be paid within 7 days of receipt of invoice or within such other period as the shipper may have agreed with UPS. In the case of offers based on the actual or estimated weight of shipments and, if greater than the declared weight, invoice on such basis. Unless proved otherwise, an invoice shall be considered for this purpose to have been received three business days following the date of the invoice.

B. If (i) UPS is required to pay any taxes, duties or levies on behalf of the shipper, receiver or a third party, (ii) the selected billing option indicates that the receiver or a third party should pay any charges, or (iii) any taxes, duties, penalties, charges or expenses are imposed, righted or wrongly by government authorities, or incurred by UPS due to any circumstances, including any failure by the shipper or the receiver to provide correct information and documentation or any permits or licences required in connection with carriage, the shipper shall be jointly and severally liable to UPS with the receiver and such third parties for such amounts. In each such case (without prejudice to the shipper's contractual liability for payment) UPS will first pay the relevant amount from the receiver and, where applicable, the third party. If the amount in question is not immediately paid to UPS in full by any of the above parties, the amount will be payable by the shipper on first written demand. UPS shall not be obligated to submit a separate claim against the receiver or any third party for payment. In case of doubt, the burden of proving that the amount has been paid lies on the shipper.

5.3 Any sum payable to UPS which is overdue will bear interest at the rate specified on the invoice from the due date to the date UPS receives payment whether before or after judgment. In addition, UPS reserves the right to charge a late payment administration fee up to a maximum of GBP 250 (EUR 350 in France and Ireland, DKK 500 in Denmark, SEK 5,000 in Sweden, EUR 200 in Norway and SEK 5,000 in Finland) per invoice.

5.4 If any sum is not paid by the shipper, receiver or another party under these terms, UPS may hold any shipments it is carrying (or part thereof) until it receives payment in full or may sell them and use the proceeds to make good the debt to it in accordance with applicable local law. Any unpaid balance will remain payable.

5.5 UPS's rates for carriage out of the Guide are calculated only for the carriage of shipments which do not exceed in value the amounts set out in paragraph 3.1.(b) (or other applicable value, if lower). In the event that UPS becomes aware of a shipment which, without UPS's express written consent, exceeds this value, then, in addition to the otherwise applicable rates and charges and any other remedies under these terms, an additional carriage charge equivalent to 5% of the value of the shipment in excess of the relevant amount set out in paragraph 3.1.(b) is applicable.
6. Interruption of Service
If UPS is unable to start or continue with carriage of the shipper's shipment for a reason beyond its control, UPS will not be in breach of its agreement with the shipper but will take all steps that are reasonably practicable in the circumstances to commence or continue the carriage. Examples of events beyond UPS's control are disruption to air or ground transportation due to bad weather, fires, floods, war, hostilities, civil disturbances, acts of government or other authorities (including without limitation, customs) and labour disputes or strikes or other acts affecting UPS or some other party.

7. Money Back Guarantee
For certain services and destinations, UPS offers a money back guarantee on the shipping charges. Details of its applicability, terms and conditions and of the corresponding delivery and latest pick up times for the relevant service and destination are as set out in the Guide and on the UPS website (www.ups.com), such as current at the time the goods are accepted for carriage, and can also be confirmed by contacting the shipper's local UPS call centre. For the avoidance of doubt, the liability of UPS under the money back guarantee is limited to the above and the guarantee does not otherwise constitute any form of underwriting or representation that the shipment will be delivered by any particular time.

8. Collect on Delivery (COD)
For certain destinations and services as advised by the local UPS call centre, UPS offers a COD service on payment of an additional charge as set out in the Guide. If the shipper makes use of this service, subject to the provisions set out below (including those relating to currency conversion) UPS will collect on behalf of the shipper the COD amount stated on the Waybill. This service is not available for parcels.

COD amounts must be specified on the Waybill in either EUR or, if different, the currency of the country of destination. Where any of the COD amounts specified on the Waybill, collected from the receiver and/or paid to the shipper are in different currencies from each other, the conversion(s) will be made at such exchange rate(s) as UPS may reasonably determine.

UPS does not accept responsibility for any currency exchange risks.

8.1 Cash COD — Where payment is made on the Waybill in accordance with applicable UPS guidelines to accept cash only, UPS will only collect cash, in the currency of the country of destination. Where cash is collected, the maximum amount collectable in that form on behalf of a shipper shall be the local currency equivalent of USD 5,000 per receiver per day. Notwithstanding the previous rule, the amount collectable in cash on behalf of a shipper from receivers located in the following countries for COD shipments may not exceed the respective amounts per receiver per day, Belgium: EUR 3,000; Spain: EUR 2,499; Greece: EUR 1,500; Portugal: EUR 1,000; Italy: EUR 3,000; France, EUR 750; Sweden SEK 3000. If the shipper specifies a COD amount that exceeds these limits, UPS will automatically be entitled to accept cheques for the whole or any part of that amount.

8.2 Cheque COD — If the Waybill does not clearly state (and in accordance with applicable UPS guidelines) instruct UPS to accept only cash, UPS may accept payment either in cash (subject to the restrictions in paragraph 8.1) or by any kind of cheque made out to the shipper that is recognised in the country of destination of the shipment. Where UPS accepts cheques the maximum amount collectable in any form shall not exceed the equivalent of USD 50,000 per parcel (or other applicable value) if fewer than either the shipper is permitted to accept a cheque, it may collect a cheque denominated in either EUR or, if different, the local currency of the country of destination.

8.3 Payment of Collect/COD Amounts — Where UPS collects cash, UPS will pay the shipper an equivalent amount in the local currency of the country where the shipment was presented to UPS for transportation. UPS may make such payments of COD amounts by either wire transfer to any bank account notified to UPS by the shipper or issuing a cheque in favour of the shipper.

All claims against UPS must be notified in writing as soon as reasonably practicable and in any event within eight months after delivery of the goods concerned or, in the case of non-delivery, within 21 days of the goods being placed at the disposal of the person entitled to delivery. In the case of loss within 60 days of the goods being consigned with UPS for carriage. In addition, all claims against UPS in connection with any shipment shall be presented or barreled by expiration of time, unless legal proceedings are brought and written notice of these is given to UPS within six months after delivery of the goods concerned or, in the case of non-delivery, within eight months from the scheduled date for delivery. This term shall not affect any rights the shipper may have under Convention Rules or other mandatory national laws.

9. Liability
9.1 The Warsaw or CMR Conventions 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.

9.2 Where Convention Rules or other mandatory national laws do not apply, UPS will only be liable for losses not attributable to 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 the sum so declared.

9.3 If the value of the goods concerned shall not in any event exceed the limits specified in paragraph 9.1, the liability of UPS will be limited to: (a) GBP 40 per parcel in the case of goods presented in the UK to UPS for carriage; (EUR 85 in Eire and Finland; DKK 635 in Denmark; NOK 645 in Norway; SEK 750 in Sweden); or
(b) 8.33 Special Drawing Rights ("SDR") per kilo of the goods affected.

9.4 If the shipper has declared a higher value on the Waybill and paying an additional charge as stated in the Guide. If the shipper declares a higher value for the goods concerned, the value of the goods concerned shall not in any event exceed the limits specified in paragraph 9.1.

9.5 Where Convention Rules or other mandatory national laws require otherwise, UPS does not accept responsibility for purely economic losses, such as the costs of any alternative means of transport, loss of profits, loss of business opportunities or loss of revenue resulting from loss of or damage to a package or pallet, or to any other person appearing to have authority to accept the cheque on the shipper's behalf.

9.6 The shipper will indemnify UPS for all losses, expenses, and any claims made against UPS by the receiver or a third party, arising where UPS does not deliver a shipment because the receiver does not pay the COD amount in the absence of written instructions to the contrary.

9.7 The liability of UPS in respect of the goods shall not exceed the applicable maximum amount collectable under these terms or the COD amount indicated on the Waybill, whichever is the less. Further, the COD amount shall not in any event exceed the value of the goods at their destination plus applicable carriage charges. For the avoidance of doubt, a COD amount does not constitute declaration of a value for the purpose of paragraph 9.4 or otherwise and therefore shall not affect the liability of UPS for any loss, damage or delay to the goods themselves.

10. Delivery
10.1 UPS may deliver a shipment to the receiver or to any other person appearing to have authority to accept delivery of the shipment on the receiver's behalf (such as persons at the same premises as the receiver). If no such person is available the package may be left in the receiver's letterbox or, if available, delivered to the neighbour, unless the shipper has excluded such delivery options by using the applicable additional service.

Notwithstanding the previous paragraph, and unless otherwise agreed with the shipper, UPS may apply any alternative delivery methods chosen by the receiver in accordance with the UPS My Choice® Service Terms or any other agreement between UPS and the receiver. Such alternative delivery methods include, without limitation, redirecting delivery of a package to an alternate address (including a UPS Access Point), authorising the driver to leave a package at the receiver's premises, modifying a service selected by the shipper or rescheduling delivery. The shipper also agrees the receiver may receive delivery information regarding a package. The shipper expressly waives any claim it may have against UPS arising from UPS following any such instructions provided by the receiver.

UPS may use an electronic device to obtain proof of delivery and the shipper agrees that it will not object to UPS relying on a printed copy of this as evidence merely on the grounds that the information concerned is obtained and stored in electronic form.

Save where Convention Rules or other mandatory national laws require otherwise, UPS does not accept responsibility in any circumstances to suspend carriage, redirect delivery (whether to a different receiver or address from that named on the Waybill) or return a shipment to its shipper and, in the event that it should attempt but fail to do so, shall do so at the shipper's cost but without liability for any losses thereby occasioned.

11. Data Protection
The shipper agrees that UPS and other companies in the UPS group of companies worldwide, including companies in countries which may not have the same level of data protection as the country where the shipment is presented to UPS for carriage, may use any data provided by the shipper to UPS purposes set forth in, and subject to, the UPS Privacy Notice published on UPS's web site at http://www.ups.com/content/lp/en/resources/shipping/terms/privacy.html (hereby incorporated by reference into these terms). The shipper has certain rights under the law (exercisable by contacting UPS) to have access to, rectify, object to the use for direct marketing of, or delete personal data held by UPS about it.

12. Claims Procedure — Prescription
All claims against UPS must be notified in writing as soon as reasonably practicable and in any event within 14 days of receipt in the case of damage (including partial loss of a shipment), in the case of delay within 21 days of the goods being placed at the disposal of the person entitled to delivery and in the case of loss within 60 days of the goods being consigned with UPS for carriage. In addition, all claims against UPS in connection with any shipment shall be presented or barreled by expiration of time, unless legal proceedings are brought and written notice of these is given to UPS within six months after delivery of the goods concerned or, in the case of non-delivery, within eight months from the scheduled date for delivery. This term shall not affect any rights the shipper may have under Convention Rules or other mandatory national laws.

13. Entire Agreement & Severability
It is the intention of UPS that all the terms of the contract between it and the shipper are contained in this document and in the Guide. If the shipper wishes to rely on any variation to these terms, it must ensure that that is recorded in writing and signed by the shipper and on behalf of UPS before the shipment is accepted for carriage by UPS. If any part of these terms is not enforceable, this will not affect the enforceability of any other part.

14. Governing Law
These terms shall be governed by the laws of the country where the shipment is presented to UPS for carriage.