



## Terms and Conditions for International Service

**International Package Delivery Service Agreement** entered into by and between United Parcel Service de México, S.A. de C.V., hereinafter referred to as "The Carrier" or "UPS" and the "Shipper" whose information is shown on the face of this UPS International Guide.

### **RECITALS**

#### **I - UPS declares that:**

1. It is a variable capital corporation duly incorporated and registered under the laws of The Mexican Republic, as documented in the Public Deed number 51,975 dated November 22, 1989, granted before Lic. Francisco Javier Arce Gargollo, Notary Public No. 74 of Distrito Federal, with its fiscal domicile at Avenida Eugenia, No.189, colonia Narvarte Oriente, delegación Benito Juárez, zip code 03020.
2. Its corporate purpose is the provision of package delivery services, national and international, by land, sea or air transportation, among others.

#### **II - The Shipper declares that:**

1. The information on the face of this UPS International Guide is correct.
2. The Shipper is responsible for the contents of the shipments, as well as for the payment of any damages that may be caused to "UPS" for the transportation of such shipments.
3. The Shipper agrees that by using the services of United Parcel Service de México, S.A. de C.V., expressly acknowledges and accepts the Terms and Conditions contained herein and those contained in the printed or electronic Service Guide, which the Shipper acknowledges to have consulted, expressing the Shipper's full will by printing an autographic signature on the face of this UPS International Guide.
4. For the purposes of this Agreement, both parties accept and acknowledge the following definitions:

### **DEFINITIONS**

- Shipment: A package or group of packages that UPS accepts for transportation under a single tracking number.
- Package: UPS container or unit package in which the products tendered for transportation will be transported.
- Pallet: Platform used to stack freight for transportation.



- Jewelry: Objects of adornment and/or for personal use, made of any noble metal such as gold, silver, platinum, among others, decorated with pearls or precious stones set or inlaid, including and not limited to rings, necklaces and watches made with precious materials and/or stones, and/or of prestigious brands.
- UPS International Waybill: Document that UPS issues to the Shipper in printed or electronic form to determine the specific characteristics of the shipment, such as weight, declared value, tracking number, number of packages contents, the Shipper and consignee information, delivery address and other information inherent to the service and that serves as a contract of the business relationship between UPS and the Shipper.
- Hazardous materials: Materials or substances capable of endangering health, safety, property or the environment and which are duly identified by the corresponding international legislation.
- UPS Worldwide Express Freight Center: UPS facility where a shipper may tender pallets to UPS for transportation, and a consignee or other recipient may receive a pallet for pickup.
- UPS Access Point: Local businesses that serve as alternative UPS delivery centers, which hold shipments for a period of 7 calendar days from the date of notification at the consignee's address, so that the consignee or a third party designated by the consignee may pick up the shipment. If the consignee has not picked up the shipment after the 7 calendar days have elapsed, the shipment will be returned to the UPS Operating Center.
- Shipper: A person who contracts with UPS for international service for the transportation of shipments subject to the conditions set forth in the UPS International Guide, and whose name and address appear in the UPS International Waybill.
- Consignee or recipient: A person, to whom the shipment is addressed, and whose name and address appear on the UPS International Waybill.

Having made the foregoing statements, the parties agree to be bound by the following Terms and Conditions:

## **CLAUSES**

### **FIRST - Object**

UPS will provide the Shipper with international service for the transportation of shipments, subject to the conditions set forth in the UPS International Guide, reserving the right to transport by the routes and/or means it deems convenient, as well as to subcontract to third parties that it may decide to comply with this UPS International Guide.

### **SECOND - Modality**

Each UPS International Waybill will contain and be considered as a single service, when so specified on the face of this document. Each service may contain one or more packages or documents, with the understanding that if no specific number is specified, it will be



understood as a single package or document. Envelopes will be considered as an individual package.

### **THIRD - Handling of Goods and Service Restrictions.**

UPS offers transportation of general goods, subject to the following restrictions:

- a) No service shall be rendered in the transportation of any packages or articles with an actual weight of more than 70 kilograms (or 150 pounds) or exceed 270 centimeters (or 108 inches) in length or a total of 300 centimeters in length and girth combined, not to exceed the maximum of 400 centimeters, unless otherwise agreed in advance between UPS and the Shipper and such agreement is in writing signed by a person legally authorized by both parties.
- b) No service shall be rendered in the transportation of any packages or articles with a value in excess of USD 50,000.00 (Fifty Thousand U.S. Dollars), or the local currency, equivalent for which **UPS's maximum liability** is USD 50,000.00 (Fifty Thousand U.S. Dollars) per shipment. Packages containing jewelry are limited to a maximum liability of **USD 500.00** (Five Hundred U.S. Dollars) per shipment or the local currency equivalent, regardless of whether a higher value has been declared on the UPS International Waybill, or in any other document.
- c) UPS Worldwide Express Freight shipments have a maximum declared value of USD 100,000 (One Hundred Thousand Dollars), per pallet. The Shipper agrees that UPS's maximum liability per pallet is USD 100,000 (One Hundred Thousand Dollars).
- d) No service shall be rendered in the transportation of packages, shipments or pallets containing any prohibited articles listed on the UPS website ([www.ups.com](http://www.ups.com)), including, but not limited to, articles of unusual value such as coins, banknotes, postage stamps, negotiable instruments such as checks, promissory notes, etc., which, if transported, will have no commercial value to UPS, money orders, unset precious stones, industrial diamonds, non-replaceable items or unique parts, and dangerous materials. Under applicable law, certain goods may only be transported under pre-established conditions, which are detailed on the UPS website ([www.ups.com](http://www.ups.com)) or as otherwise agreed to by both parties.

The same restrictions apply to pallets unloaded at **UPS Worldwide Express Freight Centers**.

- e) UPS does not provide services for packages, shipments or pallets containing live animals. UPS will only accept packages, shipments or pallets containing live animals on an exception basis. Transportation of packages containing live animals is limited, must be pre-arranged and, as with all other packages, will be provided only according to the Terms and Conditions contained on the UPS website ([www.ups.com](http://www.ups.com)).



- f) UPS does not provide protective services for the transportation of perishable goods or goods requiring protection from heat or cold. Such goods will be accepted for transportation solely at the Shipper's risk, and UPS will be held harmless for any damage arising from transportation.
  
- g) No service shall be rendered in the transportation of any shipment which is prohibited by any applicable law or regulation in the origin or destination country, or which UPS may determine, to be prohibited, or which may violate any applicable export, import or other law, endanger the safety of UPS employees, agents or subcontractors, or the means of transportation; or which, in the opinion of UPS, may deface, spoil or otherwise damage other goods or equipment, or which is not economically or operationally feasible to transport, or where the payer does not have a good payment history or is not in good standing with UPS. Dangerous goods and hazardous materials, including hazardous materials regulated as such by law, including the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO), or Title 49 of the U.S. Code of Federal Regulations, will not be accepted for transportation. For a list of all prohibited items, contact the local UPS office. In addition to the goods described above, transportation of any of the prohibited items listed on the UPS website ([www.ups.com](http://www.ups.com)) shall not be accepted.
  
- h) UPS reserves the right to refuse, suspend, intercept, return or withhold transportation of any package, shipment or pallet that does not contain adequate shipper and consignee information, or contains goods that, in the opinion of UPS or the proper authorities, are not properly described, classified, labeled or packed for transportation, or accompanied by the required documentation. Any damage or loss of the shipment during its return derived from the provisions of this paragraph shall be the sole responsibility of the Shipper. The Shipper shall be responsible for ensuring that the information included in the UPS International Waybill is accurate and correct, and for ensuring that all packages, shipments or pallets set out adequate contact details for the Shipper and consignee and that they are properly packed, marked and labeled, that their contents are accurately described and classified and accompanied by such documentation as may (in each case) be necessary to make them suitable for transportation and to comply with the requirements of these UPS Terms and Conditions and applicable law.

The Shipper agrees to provide such information as UPS or any competent authority may require for the entry or exit of goods in a timely manner, and UPS shall not be liable for any damages to the Shipper or consignee caused by any delay in providing such information. Before accepting any shipment at any UPS counter or **UPS Worldwide Express Freight Center**, UPS reserves the right, in its sole discretion, to require satisfactory verification of the Shipper's or receiver's name, address, authority to ship or receive the shipment, or any other information UPS deems necessary to accept or release the shipment. Persons tendering or picking up packages or shipments on behalf of a third party may be required to provide a government-issued identification and, in the case of persons representing a legal entity or company, identification issued by the corporation. A residential consignee must provide a government-issued identification. UPS reserves the right to require



payment of freight at the **UPS Worldwide Express Freight** counter or at the **UPS Worldwide Express Freight Center** by credit card only.

#### **FOURTH - Right of inspection**

UPS reserves the right, but is not required, to open and inspect any package tendered to it for transportation.

#### **FIFTH - Correction of Wrong Addresses**

If UPS is unable to deliver a package because of an incorrect address, UPS will try to find the correct address by all reasonable means. If the address is finally obtained and found to be in the same destination country, the Shipper will be notified of the correction and an additional charge will be assessed for delivery or attempted delivery to the correct address, with the understanding that the Shipper accepts this service in its sole expense. In the event that the correct address is obtained and found to be in another country, the provisions of the following paragraphs shall apply.

#### **SIXTH - Delivery Attempts**

Where applicable, if UPS is unable to complete delivery of a shipment, a notification will be left at the consignee's address stating that a delivery has been attempted. Thereafter, UPS in its sole discretion may elect to make a second delivery or third delivery attempt, or refer the shipment after the first delivery attempt to a UPS Counter or UPS Access Point as provided in the Seventh clause of these Terms and Conditions.

UPS may deliver a shipment to the consignee, or the **consignee's actual or apparent agent or representative** to the address or location specified in the UPS shipping system, or to any person present at the address or location specified in the UPS system or to an **alternate address or location** in accordance with local legislation, trade customs or usage.

#### **SEVENTH - Alternate Delivery at UPS Locations**

For a residential (non-commercial) delivery that cannot be delivered on the first attempt, UPS, in its sole discretion, may choose to make the three delivery attempts referred to in the preceding clause, or, after the first attempt, leave a notification at the consignee's address for the consignee to pick up the shipment within 7 calendar days of such notification at the UPS counter or the UPS Access Point indicated in such notification. If the consignee does not pick up the shipment within 7 calendar days, the shipment will be returned to the UPS Operating

Center. The consignee may call the UPS hotline listed on the notification to request that the shipment be redelivered to the consignee's address.



## **EIGHTH - Handling of Undeliverable Packages or Documents.**

The parties agree that shipments refused by the consignee, or otherwise undeliverable beyond UPS's control, will be held and UPS will attempt to contact the Shipper for further instructions. In this event and because UPS is not responsible for such delays, the Shipper will be responsible for payment of all charges, including but not limited to, shipping, storage or return shipping costs, and any applicable duties and taxes, notwithstanding that any such charges may not have been assessed at the time of service.

## **NINTH: Refusal and Suspension of Service**

If it comes to the attention of UPS that any package does not meet any of the restrictions or conditions set forth in the Third clause of the UPS International Guide, UPS may refuse to transport the package or pallet (or any shipment of which such package is a part) and, if carriage is in progress, UPS may suspend carriage and hold the shipment.

UPS also reserves the right to refuse to provide service, among other reasons, for any package which by reason of the dangerous or other character of its contents may, in the sole judgment of UPS, soil, taint, or otherwise damage other packages or UPS's equipment, or which is improperly or insecurely packed or wrapped. In addition, UPS reserves the right either to refuse to provide service for any package or to or from any location, or to provide alternative service arrangements, when, among other reasons, UPS, in its sole discretion, deems that it is unsafe or economically or operationally impracticable to provide service.

UPS may, in its sole discretion suspend transportation of any package or shipment if goods are found not to be acceptable for transportation for any reason whatsoever. If UPS is unable to make delivery on the third attempt, if the consignee refuses to accept delivery, or if it is unable to collect amounts due from the consignee at the time of delivery.

The Shipper shall be responsible for payment of all charges calculated in accordance with the then current applicable UPS rates caused by such suspension of transportation, including but not limited to shipping, disposal, or return shipping costs, and any applicable duties and taxes.

The Shipper will be responsible for the reasonable costs and expenses of UPS (including but not limited to, storage) for such losses, duties and taxes payable as UPS may suffer and for all claims made against UPS because a package does not meet any of the restrictions or conditions set forth in the "**Handling of Goods and Service Restrictions**" in the Third clause, or because of any refusal or suspension of transportation or return of a package or shipment by UPS in accordance with these Terms and Conditions.



UPS will not be liable, and the customer will not be entitled to a refund, for the loss of or damage to any package, the contents of which UPS is not authorized to accept, packages which the consignee will not accept or has the right to refuse, cancellation of waybills by the customer not arising out of a default attributable to UPS, erroneous or contrary to the Terms to accept any package or shipment for carriage that UPS does not accept for transportation or which shippers are prohibited from shipping, does not constitute a waiver of any provision of these Terms and Conditions or those set forth at [www.ups.com](http://www.ups.com).

#### **TENTH - Interruption of Service.**

UPS will not be liable for, and the UPS Service Guarantee will not apply, to any interruption of service due to causes beyond UPS's control, including, but not limited to the following: the unavailability or refusal of the consignee to accept delivery of the shipment, acts of God, acts of governmental authorities acting with actual or apparent authority, acts or omissions of customs authorities in the exercise of their inspection powers, or the like; insufficient or untimely information provided by a customer; the application of security regulations imposed by the government or otherwise applicable to the delivery location; a government agency hold, riots, strikes and other labor disputes, civil unrest, disruptions of any kind in the air or ground transportation networks, whether on the UPS transportation network or otherwise, natural disasters, acts of terrorism, communication system failures or interruptions.

#### **Eleventh - Use of PLD E-mail Addresses**

By including the email address of the consignee or associated consignee in PLD for a shipment (the "PLD E-mail Address"), the Shipper expressly acknowledges and agrees that UPS may send notifications related to the delivery of such shipment to the Shipper's PLD E-mail Address and may use such PLD E-mail Addresses in accordance with the UPS Privacy Notice in effect at the time of shipping, as permitted by applicable law. The Shipper warrants that (i) it has obtained the specific consent of the person associated with each PLD E-mail Address to receive notifications related to the delivery of such shipment and for use by UPS of the PLD E-mail Addresses in accordance with the UPS Privacy Notice in effect at the time of shipping, as permitted by applicable law; and (ii) the E-mail Address is correct and controlled by the consignee or associated consignee for the Shipment with which it is associated. The Shipper agrees to indemnify and hold harmless UPS, UPS's parent, affiliates, trustees, directors, officers, employees, agents, successors, assigns, from and against any liability, loss, damage, injury, cost and expenses (including reasonable legal

fees) of any nature whatsoever incurred or suffered in connection with or resulting from any breach by the Shipper of its obligation contained in the previous sentence.



## **TWELFTH - Provisions for Customs Clearance of International Shipments**

The Shipper must provide required documentation for customs clearance. By providing required documentation, the Shipper certifies that all statements and information relating to import and export are true and correct. Furthermore, the Shipper understands that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements. When a shipment is tendered to UPS, UPS is thereby appointed as the agent for performance of customs clearance, where applicable. UPS is specified as the nominal consignee for designating a customs broker to perform customs clearance.

Customs penalties, storage charges, or other expenses, in addition to any applicable duties or taxes, arising from any customs regulations or orders or failure by the Shipper or consignee to provide proper documentation in due time and form or to obtain a required license or permit will be charged to the consignee. The Shipper shall be liable in the event of non-payment by the consignee. Where applicable, UPS will provide brokerage service at no additional charge for routine customs clearance. Additional charges may be applied for complex clearance procedures beyond UPS's control.

## **THIRTEENTH - Rates and Additional Charges.**

All promotions, discounts and rebates are available to customers on [www.ups.com](http://www.ups.com) and at UPS Customer Service Centers throughout Mexico. UPS will charge for the service at the rates in effect at the time of shipping and available to the Shipper at ([www.ups.com](http://www.ups.com)), plus any additional charges or rates for non-standard services, additional or non-standard usage, and any other additional charges referenced on the UPS website ([www.ups.com](http://www.ups.com)), or any other applicable charges that may be automatically applied to a shipment upon a change in the shipment's characteristics and that must be paid in addition to the original rate either in cash, by credit/debit card, via the Internet and/or by payment platforms. To determine the amount of any charge for a UPS service consult the effective UPS rates available at [www.ups.com](http://www.ups.com).

UPS Worldwide Express Freight shipments are subject to size and weight limits that vary by origin and destination. UPS Worldwide Express Freight shipments that exceed these limits are subject to an additional charge, subject to certain restrictions that the Shipper may review on [www.ups.com](http://www.ups.com).

One or more peak season surcharges will apply to packages for the origins and destinations set forth in the UPS Service Guide published at [www.ups.com](http://www.ups.com), and shipped via UPS during a peak or high demand period based on the service level and package characteristics. Details regarding the application of surcharges and peak or high demand periods are set forth at [www.ups.com](http://www.ups.com). Peak season surcharges apply cumulatively if a package meets





more than one of the specified criteria. The aforementioned surcharges apply in addition to any other surcharges. No waiver, exception, discount or reduction of any kind to the peak season surcharges shall apply unless UPS agrees in writing to such waiver, exception, discount or reduction with specific written reference to the peak season surcharge.

If the customer requests same-day telephone pickup, an additional charge may apply and is detailed at [www.ups.com](http://www.ups.com). This charge will be reflected on the invoice.

Same-Day Pickup charges apply to all services offered by UPS.

#### **FOURTEENTH - Payment for Service**

Charges due to the Carrier for its transportation and other services incidental or additional thereto and all other charges are as published in the Rate Guide in effect on the date of shipment or as set forth on the UPS website at [www.ups.com](http://www.ups.com).

The Shipper agrees that all charges are due and payable according to the billing options listed below and within ten days of receipt of invoice or prior to the expiry of the time limits agreed with local UPS offices. Any payments made by UPS on behalf of the Shipper or consignee and in respect of value added taxes, customs duties and other charges shall be considered due and payable to UPS upon demand by UPS. UPS reserves the right to hold the goods pursuant to a particular lien in respect of amounts due for its services; and pursuant to a general lien in respect of other amounts owed to UPS by the Shipper, consignee or owner of the goods.

In addition to its other rights, in the event of nonpayment of charges, UPS shall have the right to dispose of the goods at public or private sale (upon notification to the Shipper or consignee), and to collect such amounts due from the proceeds of the sale together with any expenses incurred in connection therewith.

UPS reserves the right to audit any package or pallet and review invoices to identify the contracted service, dimensions and weight of the package to determine if the charges assessed were properly applied. UPS in its sole discretion may increase or adjust charges and rates based on the results of such audit. The Shipper guarantees payment of all charges and indemnifies UPS in the event of loss (including loss by forfeiture or detention of UPS's goods), damage or delay suffered by the Shipper or any other person to whom UPS is liable by reason of the Shipper's failure to provide UPS with correct and complete information and declarations concerning the goods which are sufficient to comply with customs and security or administrative requirements at the places of origin and destination, and all charges arising from any administrative or judicial proceedings arising out of the transportation of the goods. When the Shipper enters into a contract with UPS for the provision of regular package delivery services, all charges for such services shall be payable in accordance with



the terms of the contract, except for shipments contracted under freight collect and billed to third parties.

In the event that the Shipper is not in the aforementioned situation, that is to say, if the Shipper does not contract the regular service, the Shipper shall pay for the service upon contracting the service. All delinquent amounts due to UPS will be assessed late charges at the rate specified on the invoice from the due date until date UPS receives payment, regardless of whether this occurs before or after any other ruling.

The Shipper agrees to pay one or more charges corresponding to the peak season as set forth in the Thirteenth clause and in accordance with the terms published on [ups.com](http://ups.com).

#### **FIFTEENTH - Storage Charges**

The Shipper agrees that if necessary, packages will be stored free of charge for the first two working days from the date of arrival within the destination country, weekends and public holidays excluded, subject to local conditions pertaining in the destination country at that date. Thereafter charges will be levied at the rates published on the UPS website. ([www.ups.com](http://www.ups.com)).

#### **SIXTEENTH - Billing Options.**

The amount billed includes, but is not limited to, shipping charges, duties and taxes, if applicable. Unless otherwise restricted in the origin or destination country, UPS provides the following billing options:

##### **Billing of Shipping Charges:**

- a. Shipper: The Shipper pays all shipping freight charges.
- b. Consignee: The consignee pays all shipping freight charges.
- c. Third Party: The designated third party pays all freight-shipping charges. This option is subject to the third party having a UPS account. The Shipper must include the third party's name, account number, and country on the appropriate section of the UPS Waybill.

##### **Billing of Duties and Taxes:**

- a. Shipper: The Shipper pays all duties and taxes.
- b. Consignee: The consignee pays all duties and taxes (**except export taxes**).
- c. Third Party: The designated third party pays all duties and taxes. This option is subject to the third party having a UPS account. The Shipper must indicate the third party's name, account number, and country in the appropriate section of the UPS Waybill (**except export duties and taxes**).



The Shipper guarantees payment of all charges to UPS by the consignee or third party included on the waybill. If the consignee does not accept the shipping charges, the consignee must notify the bill payer prior to shipping, and that option must be indicated on the UPS Waybill in the space provided. In the event the consignee or third party refuses to make payment, the Shipper will be jointly and severally liable for payment. UPS reserves the right in its sole discretion to request advance payment of shipping charges for any shipments sent to or from any country of origin or destination. A Duty and Tax Surcharge will apply if duties and taxes are to be paid outside of the destination country.

### **SEVENTEENTH - UPS Service Guarantee**

UPS offers a Money-Back Guarantee on some of its services in the event of non-compliance with delivery deadlines and times, applicable only to UPS Worldwide Express Plus<sup>SM</sup>, UPS Worldwide Express<sup>SM</sup>, UPS Worldwide Express Freight<sup>TM</sup>, UPS Worldwide Express Saver<sup>SM</sup>, UPS Worldwide Expedited<sup>®</sup>, and UPS Standard<sup>®</sup>. Details of the UPS Service Guarantee, including applicability and limitations, and the corresponding delivery and latest pick up time for the relevant service and destination are as set out on the UPS website ([www.ups.com](http://www.ups.com)).

UPS will refund or credit shipping charges to a customer if the following conditions are met:

- a. The estimated transit time must be set out on the UPS website ([www.ups.com](http://www.ups.com)) for a guaranteed destination and ZIP code.
- b. Shipping documentation must be correctly completed on a UPS Waybill or through a UPS automated shipping system.
- c. For multiple package shipments, each package must be labeled with the tracking number and the recipient's name, address, zip code and telephone number.
- d. The shipment has been given to UPS before the latest international collection time in effect at the collection location.
- e. All the corresponding documentation required by the country of origin and/or destination must be completed and included with the shipment.
- f. UPS is notified in writing or by telephone of non-performance within 15 calendar days of the scheduled delivery date.

The Service Guarantee will apply only in those cases where the above conditions are fully satisfied and only the Shipper requests the claim.

In the event of noncompliance, UPS will (if requested to do so within the above term and at UPS's sole discretion) refund or credit the Shipper (or any other person who paid for the

carriage) with the shipping charges. In the event that only some of the packages in a multiple package shipment fail to meet the applicable time limit, only the proportional part of the shipping charges relating to those packages will be refunded.

The Service Guarantee does not apply where late delivery results from non-compliance with the restrictions or conditions in the "**Handling of Goods and Service Restrictions**" clause or



where either the "**Refusal and Suspension of Service**" clause or "**Interruption of Service**" clause applies.

The UPS Service Guarantee does not apply to packages or shipments containing any package subject to an additional handling charge, according to the assumptions set out on [www.ups.com](http://www.ups.com) and/or that exceed maximum size or weight limits specified in the Handling of Goods and Service Restrictions" clause. For the avoidance of doubt, UPS's liability under the Service Guarantee is limited to the foregoing, and the Service Guarantee does not otherwise constitute any kind of commitment or representation that the shipment will arrive at any particular time.

#### **EIGHTEENTH - Liability for loss or damage.**

The Shipper, consignee or third party acknowledges and agrees that where the rules relating to liability by the Warsaw Convention or the CMR Convention and the Convention for the Unification of Certain Rules Relating to International Carriage by Air apply, UPS's liability shall be governed by the Terms and Conditions thereof. Subject to applicable law, where such Conventions do not apply, UPS's liability for loss, theft or damage to shipments or pallets for UPS Worldwide Express Freight shall be governed solely by these Terms and Conditions and shall be limited to proven damages up to an amount not exceeding USD 100.00 (One Hundred United States Dollars) or its equivalent in local currency per shipment, unless a higher value for transportation has been declared by the Shipper as hereafter provided. Notwithstanding the foregoing, UPS shall be liable to the Shipper for loss, damage, misdelivery or delay arising out of or in connection with UPS services if such loss, damage, misdelivery or delay is caused by the willful misconduct of UPS, unless UPS can prove that such loss, damage, misdelivery or delay was caused or contributed to by any act or omission of the Shipper, consignee or the owner of the goods or by any act beyond UPS's control as set forth above under "**Service Interruption**". Under no circumstances shall UPS be liable for any damage resulting from loss, deterioration or misdelivery of goods during a suspension of transportation or following termination of transportation. Under no circumstances shall UPS be liable for any emerging or consequential damage, indirect loss, loss of profits, loss of business opportunities or loss of revenue arising from loss of use, resulting from any loss of or damage or delay to a shipment or package, even if caused by failure to perform the Carrier's duties or otherwise. UPS represents and acknowledges that the Carrier's liability for loss or damage shall be solely to the person or entity using the services provided and not to any subrogated assignee, guardian, including but not limited to insurers, creditors, etc., with whom the Shipper or consignee may have contracted.

The Shipper may obtain the benefit of a higher liability limit than UPS provides by declaring a higher value in writing on the face of the UPS Waybill and paying an additional charge as set forth in the Rate Guide in accordance with the payment options stated on the face of the UPS International Waybill. If the Shipper declares a higher value for carriage and pays the applicable charge, UPS's liability is limited to the declared value for carriage, not to exceed USD 50,000.00 (Fifty Thousand U.S. Dollars) per shipment, except for UPS Worldwide Express Freight where UPS's liability is limited to USD 100,000.00 (One Hundred Thousand U.S.



Dollars). The declared value for transportation may never be greater than the declared value for customs.

In the event of damaged or lost packages or documents, the following rules shall apply:

- A. Documents: The Shipper understands that documents have no commercial value; therefore, in the event of damage or loss, UPS's liability shall be limited to refunding the Shipper the amount paid by the Shipper for the service.
- B. Packages/Pallets: In the event of damage to or loss of packages the value of which was declared for transportation purposes by the Shipper on the face of the UPS International Waybill, UPS will pay the replacement cost of the package, provided that for purposes of this liability, **the replacement cost will never exceed USD 50,000.00 (Fifty Thousand U.S. Dollars)** per shipment or USD 100,000 (One Hundred Thousand U.S. Dollars) per pallet for UPS Worldwide Express Freight or its equivalent in local currency at the exchange rate in effect on the date of the damage, theft or loss, regardless of whether the declared value was greater or whether other documentation proves that such value is greater, and provided that the following conditions are met:
  1. The declared value of the package or pallet has been duly entered by the Shipper in the UPS International Waybill and that such value is the replacement value of the goods, replacement value being the cost of the goods paid by the Shipper at the time of purchase. If the Shipper is shipping goods manufactured by the Shipper, the Shipper agrees that the cost of manufacturing such goods may be insured only for the cost of raw materials supported by invoices.
  2. The goods are not covered by the Third clause, paragraphs c, d, e and f.
  3. The Shipper may prove to UPS through invoices that the declared value of the package is correct, a value that does not determine the payment amount to which UPS is liable to. In the case of household appliances, computer equipment, cellular phones and other electronic products, UPS will consider for payment the depreciation criteria that such products have suffered due to the pass of time, based on the date of purchase stated on the invoice and the provisions of the Income Tax Law or, if applicable, at the sole discretion of UPS, the value of the goods with identical characteristics in the market on the date of purchase evidenced by the corresponding invoice.



4. The Shipper has previously declared the value of the shipment or pallet for transportation purposes. If the shipment has been insured by the Shipper with an insurance company of the Shipper's choice, the Shipper agrees that UPS's maximum liability shall be up to USD 100.00 (One Hundred U.S. Dollars), or its equivalent in local currency per package or pallet at the equivalent exchange rate as of the date hereof, and UPS shall not consider such shipment to be insured.
5. Shipments or pallets retain their original packaging. If the Shipper fails to declare the value of the package or pallet for transportation purposes on the face of the UPS International Waybill, such failure shall be deemed a breach of this Agreement, in which case the Shipper agrees that UPS's liability for damage, theft or loss of shipments whose value has not been declared shall be limited to paying the Shipper for the value of the goods evidenced by documentation. The value of each shipment or pallet shall not exceed USD 100.00 (One Hundred U.S. Dollars) per shipment or pallet at the equivalent exchange rate on the date hereof, which amount represents UPS's maximum liability. If a shipment consists of two or more packages and suffers partial loss or damage, the Shipper agrees that the value shown on the UPS Domestic Waybill for transportation (insurance) purposes shall be divided proportionately by the number of packages for purposes of the claims set forth in this clause.
6. In the event of delay in the delivery of documents, packages or pallets, UPS must refund the Shipper the amount paid by the Shipper for the service. This guarantee does not apply when the delay is caused by force majeure or accidents, strikes or labor problems and in general any of the causes mentioned under **"Interruption of Service" or "Refusal and suspension of the provision of the service"**.
7. The Shipper will be responsible for packaging and shall ensure that such packaging is at all times adequate for the type of goods being shipped. UPS shall not be liable for total or partial damage or loss resulting from insufficient or inadequate packaging of packages or pallets, and therefore, shall not be liable under the terms of this clause.



## **NINETEENTH – Temporary Time Limit for Claims**

The parties agree that all claims against UPS must be filed with the local UPS office within the following time periods: (i) in the case of non-delivery of the shipment, the claim must be filed within 90 calendar days from the scheduled date of delivery; and (ii) in the case of partial loss of or damage to the contents of the package, the claim must be filed within 90 calendar days of delivery, except for packages containing jewelry, in which the claim shall be filed within 48 hours of delivery. In the event a claim is not filed within the above time limits, the Shipper relieves UPS of any liability. UPS shall not be liable for any consequential damages or direct or indirect damages caused to the Shipper or consignee because of the Shipper or consignee's failure to comply with their obligations under this UPS International Guide, as its sole liability is limited to that provided herein. The parties further agree that the Shipper shall have the sole right to file a claim, as the Shipper is the person with whom this Agreement is entered into. This provision does not affect any rights the Shipper may have under other international or national laws.

## **TWENTIETH - Proof of delivery (P.O.D.)**

The Shipper agrees to accept the signature of the consignee or persons present at the consignee's address at the time of delivery by means of the UPS Electronic Delivery Information Acquisition Device (EDIAD) or such other electronic or manual system as UPS may use in the future as sufficient proof of performance of the Service.

## **TWENTY-FIRST - 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, without a court order, for management analysis and monitoring, the purchase and supply of Shipper materials, administration of Shipper accounts and the advertising of services and products provided by the UPS group of companies. The Shipper may have certain rights under the law to access, rectify, delete, and object to the use of such data for direct marketing purposes only.

UPS agrees to process the personal data to which it has access in connection with the provision of services provided for in this Agreement in accordance with the Terms and Conditions set forth in the UPS Privacy Notice and Policies (see the Privacy Notice at [www.ups.com](http://www.ups.com)), and in accordance with the Federal Law for the Protection of Personal Data Held by Private Parties and Regulations.

## **TWENTY-SECOND - Entire Agreement.**

All shipments are subject to the Terms and Conditions contained in this UPS International Guide, and set out on the UPS website ([www.ups.com](http://www.ups.com)), which together comprise the complete



and exclusive agreement of the parties, except as modified by any written agreement between the parties, and may not be contradicted or modified by oral agreement or any other circumstances asserted by the Shipper, consignee or any third party. These Terms and Conditions shall apply to the fullest extent permitted by applicable law. If any part of these Terms and Conditions is unenforceable, this will not affect the enforceability of any other part.

### **TWENTY-THIRD - General Provisions.**

All shipments are subject to the Terms and Conditions contained at [www.ups.com](http://www.ups.com), available at local UPS offices, and in the UPS Shipping Guide for each shipment, and are governed by the laws of the jurisdiction in which the shipment originates. Where carriage by air involves an ultimate destination or stop outside the country of origin the Warsaw Convention may apply. The rules relating to liability established by the Convention for the carriage of goods by air shall apply to the carriage of goods by air.

The **Convention for the Unification of Certain Rules Relating to International Carriage by Air** signed October 12, 1929 in Warsaw, Poland, or any amendments thereto shall apply to the international carriage of any shipment so long as the same is governed by such rules. No intermediate stops during transportation of the shipment shall be made at the customer's request, and UPS reserves the right to reroute the shipment in any manner it deems appropriate. Notwithstanding anything to the contrary, international carriage by road shall be governed by the Terms and Conditions of the **Convention on the Agreement for the International Carriage of Goods by Road** signed at Geneva on 19 May 1956 and any amendments thereto ("**CMR Convention**"). UPS may employ subcontractors to perform services and contracts on its own behalf, each of whom shall have the benefit of these Terms and Conditions. None of the aforementioned parties may waive or modify these Terms and Conditions. All packages contained in a single UPS International Waybill or UPS Proof of Delivery will be considered as a single shipment. A shipment may be carried via any intermediate stopping places that UPS deems appropriate. Unless otherwise agreed in advance and in writing before the shipment is tendered to UPS, the service to be provided by UPS is limited to the pickup, transportation, customs clearance where applicable and delivery of the shipment. The Shipper agrees that shipments will be consolidated with those of other carriers for transport and that UPS may not monitor the inbound and outbound movement of individual shipments at all distribution centers.

### **TWENTY-FOURTH - Jurisdiction and Applicable Legislation.**

For the interpretation, compliance and execution of these Terms and Conditions, as well as of any agreement entered into incorporating them, they shall be governed in all aspects by the "Ley Federal de Protección al Consumidor" and the "Tribunal de fuero común del Distrito Federal", expressly waiving any other jurisdiction that may correspond to them by reason of their present or future domicile.