

# The UPS Store®

## Parcel Shipping Order (PSO) Terms and Conditions - The UPS Store®

1. Subject to these terms and conditions, this The UPS Store® center ("We" or "Us") will receive, forward and/or pack parcels for customer ("You" or "Your"). The carrier for all parcels accepted by Us shall be UPS unless noted here \_\_\_\_\_. Your true name and address appear on the shipping label. You confirm the accuracy of "Ship To" address (\_\_\_\_\_ initial here).
2. We do not accept hazardous material, if we are not a participating store. Other Regulated Material-D class (ORM-D), illegal items or articles of unusual value, including but not limited to cash. See carrier tariff or service guide for other restricted items. Certified locations may accept some forms of ORM-D.
3. We do not transport Your parcels. We assume no liability for the delivery of the parcels accepted for shipment or for loss or damage by any cause to the parcels or their contents while in transit. You agree that carrier's liability for lost or damaged parcels is limited by the provisions in this PSO. You agree to all terms and conditions on this PSO whether or not declared value is purchased. Driver may deliver parcel without a signature unless You request a signature on delivery and pay any applicable charge for such service. Carrier is not liable for loss or damage occurring after delivery.
4. We are not liable for carrier's failure to properly collect or remit funds for C.O.D parcels. You assume all risk if consignee's form of payment is accepted by the carrier. You must agree to one of these payment types when processing a C.O.D.: \_\_\_\_\_ Guarantee Funds or \_\_\_\_\_ Personal Funds. It will be processed as personal funds if you do not agree. You agree to accept all risk of nonpayment, insufficient funds and forgery and that We will not be liable under any instrument tendered for C.O.D. parcels.
5. We are not liable for carrier's failure to timely deliver. Any statement by Us to a probable date of delivery is only opinion and an estimate, and is not warranted in any manner. We are not liable for any consequential, incidental or punitive damages, or any loss or damage resulting from delays in shipping or delivery. In the event You make a Guaranteed Service Refund ("GSR") request to UPS, You agree to provide to UPS and authorize Us to provide to UPS Your name and address solely to be used by UPS to process the GSR request.
6. We are trained in packaging parcels and You acknowledge that packaging standards to withstand shock, vibration and compression have been explained by Us. Our responsibility for damage to items caused by improper packing by Us is limited by the Declared Value Terms & Conditions listed on this PSO. Items packed by You are covered for loss but may not be covered for damage.
7. If you or the consignee has a claim against the carrier or declared value (coverage) provider for loss or damage to Your parcel, You agree to make the claim through the location that shipped the parcel. You expressly agree that We have no liability if any claim is denied or paid only in part by the carrier or other declared value provider.
8. Shipments containing "food" (as defined in section 201 (f) of the Federal Food, Drug, and Cosmetic Act), will be accepted for transportation only according to the following terms and conditions. You assume all responsibility to establish and maintain all records required under 21 CFR Part 1 Subpart J §§ 1.326-1.363. In so doing, You assume the legal responsibility under 21 CFR § 1.363 for establishing and/or maintaining records that would otherwise be required to be maintained by Us. You agree your records will comply with 21 CFR § 1.352 and identify the immediate recipient of the transported food; the origin and destination points of shipment; the date the shipment is received and the date released; the number of packages shipped; a description of the freight describing the type of food received and released; and the route of movement. You agree expressly to make all records required by 21 CFR § 1.352 available to FDA as required by 21 CFR § 1.361. You commit, and recognize that it is Your responsibility, to ensure that all such records are maintained consistent with the record retention and availability requirements provided in 21 CFR § 1.360 and 1.363. You agree that within 45 days of the date of shipment, You will obtain or request from Us any information needed from Us to satisfy these responsibilities. You recognize that these obligations with respect to establishing and maintaining records cannot be terminated.
9. Neither We nor Mail Boxes Etc., Inc. ("MBE") is responsible for interruptions to or failures of electronic processes, including transmissions of shipping order information.
10. Declared Value Terms & Conditions. Declared value coverage will be available only if You have complied with all Declared Value Terms & Conditions. For an additional fee We will obtain declared value coverage for Your shipment through the carrier designated on this PSO. We surcharge the cost of this product. You expressly acknowledge that the value of each parcel does not exceed the amount You listed below as Declared Value and stated on the transaction receipt. If no amount is specified, You agree that the value of the parcel(s) shall not exceed \$100. If You refuse additional declared value coverage for items of greater value than \$100, You will be limited to a maximum declared value coverage of \$100. Each declared value provider designates monetary limits coverage. The declared value terms and conditions of the various carriers are located in the carrier service guide for coverage provided by the carriers and are also available at this location upon request. Consult the applicable Declared Value Terms & Conditions and terms of coverage for further information.
11. Limitations of Liability. Our liability, the carrier's liability for loss or damage to Your parcel is limited to Your actual damages or \$100, whichever is less, unless you declare and pay for a higher authorized value. Declared value coverage is not available for items of sentimental value, precious metals, negotiable instruments, or prohibited items. The limit of liability for a parcel containing a check or checks is limited to the stop payment and check(s) reissuance cost, not to exceed \$100 per parcel. UPS's liability for a parcel containing a phone card, gift certificate or gift card is limited to the replacement cost of the physical card not to exceed \$100 per parcel. In no event shall We or UPS be liable for the face value of any check(s), phone card, gift certificate or gift card. Limitations of liability can be found in the carrier's service guide or tariff.
12. Filing a claim. Any and all claims must be in writing and received by Us within the carrier's required time frame. Claims not made within the prescribed time frame are waived and will not be paid. Any and all claims are waived if the consignee accepts the parcel without noting damage on the delivery record. For all damage claims, the original packaging materials must be made available for carriers inspection, and the claim supported by the shipping documents including but not limited to this PSO, a copy of the receipt and proof of declared value.
13. Filing a UPS GSR request. In the event of a service failure You must contact Us at the location that shipped the parcel within UPS's 15 calendar day notification period.
14. We are independently owned and operated by licensed franchisees of MBE. You acknowledge and agree that MBE is not liable for Our acts or omissions.
15. This PSO constitutes the entire agreement between You and Us, and supersedes all prior, subsequent and/or contemporaneous representations, written or oral.

Please list contents:

Package 1 \_\_\_\_\_ Declared Value \$ \_\_\_\_\_ Package 3 \_\_\_\_\_ Declared Value \$ \_\_\_\_\_

Package 2 \_\_\_\_\_ Declared Value \$ \_\_\_\_\_ Package 4 \_\_\_\_\_ Declared Value \$ \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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