



Customized Declared Value Agreement

Date
Customer

Customer Location 1
Customer Location 2

July 17, 2020	
Canada Worldwide	
Shipper #	Address
	9 Van Der Graaf CT , Brampton , ON , L6T 5E5

COMPANY NAME: Canada Worldwide ("Customer")

The following terms will apply only to shipments tendered to UPS under, and billed to, the UPS account number(s) listed in Annex A. Except as expressly modified by this Customized Declared Value Agreement ("Agreement"), all other terms, conditions and provisions of the underlying UPS Carrier Agreements, Letters of Agreement, and/or the UPS Client Registration Forms associated with the account numbers listed in Annex A are incorporated here by reference and shall remain in full force and effect, including the provisions of the UPS Terms and Conditions of Carriage and the applicable UPS Service and Tariff Guide ("Guide") in effect at the time of shipping. Except as expressly provided herein and notwithstanding anything to the contrary set forth in any other agreement, all of the limitations of and exclusions from liability applicable to UPS and set forth in the UPS Terms and Conditions of Service shall apply to this Agreement.

GENERAL TERMS AND CONDITIONS

To increase UPS's limit of liability for loss or damage, the shipper must insert the Declared Value for Carriage in excess of CAD \$100 in the Declared Value field of the shipping system used ("Shipping System"). If no value is declared in excess of CAD \$100 in the Shipping System when manifesting the package for transportation, Customized Declared Value does not apply to that shipment. Where a value in excess of CAD \$100 is declared but the applicable declared value charges are not paid, Customized Declared Value will not apply to that shipment. The value declared for any package or pallet may not exceed the amounts referred to in clause 3.1(ii) of the UPS Terms and Conditions of Carriage.

Where Customized Declared Value applies to a shipment, save where mandatory Convention Rules require otherwise and to the maximum extent permitted by applicable national law, the maximum liability of UPS in relation to each package or pallet in a UPS Worldwide Express Freight® shipment and the maximum value of each package or pallet tendered to UPS for delivery shall be limited to proven damages not exceeding the lesser of:

(a) sales invoice value of the goods contained in the package or pallet; (b) the amount declared in the Declared Value field of the Shipping System; (c) the cost to repair damaged property; (d) CAD \$2,500 for international packages containing jewellery or watches, excluding costume jewellery or costume watches, unless a higher value is accepted for transportation via UPS pursuant to a International High-Value Waiver Agreement; (e) CAD \$50,000 per package subject to a limit of CAD \$250,000 per multi-package shipment; or (f) CAD \$100,000 per pallet in a UPS Worldwide Express Freight® shipment. In the event a packing list cannot be provided for a shipment, the maximum liability of UPS for each package or pallet will be based on the ratio of the weight of the package(s) or pallet(s) versus the weight of the shipment. This ratio will then be applied to the Declared Value of the shipment to calculate the maximum liability for each package or pallet. In the event of partial loss or damage to a pallet in a UPS Worldwide Express Freight shipment, UPS shall be liable only for the value of the contents of the pallet lost or damaged, and not the value of the full pallet.

Reimbursement for proven damages up to the limits of liability set forth above shall be the sole remedy for loss or damage in connection with any shipment subject to this Agreement. Save where mandatory Convention Rules require otherwise and to the maximum extent permitted by applicable national law, in no event shall UPS be liable for any special, incidental, indirect, or consequential damages or 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 use or damages or other sums payable to third parties) arising from any loss of, damage or delay to a package, pallet or shipment or arising out of this Agreement, whether or not a value has been declared in respect of the relevant shipment and regardless of whether UPS is advised in advance of the possibility of such damages.

When a value is declared, the shipment does not receive any form of insurance.

This Agreement is intended for shipments of business and/or commercial goods only and does not apply to shipments of personal or household items.

In order to qualify for the Customized Declared Value rate, shipments must comply with the UPS Terms and Conditions of Carriage and the applicable UPS Service and Tariff Guide in effect at the time of shipping. Customer must not, and shall ensure that Customer's shippers do not, resell the Customized Declared Value product in any way, nor make available to third parties the UPS account number(s) listed in Annex A. For the avoidance of doubt, this means that Customer and its shippers cannot ship packages under this Customized Declared Value agreement on a resale or bureau basis on behalf of unrelated third party shippers or their consignees. Customer shall not be entitled to make any claims or receive any payment in relation to any shipments tendered to UPS on behalf of such unrelated third party shippers or their consignees.

Notwithstanding anything to the contrary contained herein, this Agreement may be terminated immediately at any time by UPS, without cause and without liability, without need of judicial resolution, upon written notice to Customer; provided, however, that such termination shall not affect the application of Customized Declared Value to shipments accepted for shipment prior to the date of termination. The termination of this Agreement shall not automatically result in the termination of any service agreement, including the UPS Terms and Conditions of Carriage, the Guide, and any other agreement with Customer.

SPECIAL TERMS AND CONDITIONS

The following conditions must be strictly complied with in order for this Agreement to apply to any package or pallet:

– This Agreement applies only to physical loss and damage to the following products whilst being shipped by UPS: **Various items.**

– Shipping labels must be created and shipments must be processed on a UPS Package Level Detail compliant shipping system (UPS OnLine WorldShip, UPS Internet shipping, UPS CampusShip) with timely upload of Package Level Detail information to UPS. This Agreement does not apply to packages or pallets shipped using UPS Waybills or non-digital waybills.

– The maximum liability of UPS in relation to each shipment shall be the lesser of: (a) the value of the product shown in the same bill of sale, (b) any other proof of value deemed acceptable by UPS, or (c) the Declared Value amount entered in the Declared Value field.

– UPS Inbound Freight Collect and UPS Third Party Billed shipments may be made to Billing with proper written authorization from the origin shipper for a third party to file a claim. This authorization must be filed with each claim request in order to for the claim to be processed correctly under the terms and conditions of this agreement. If the proper authorization is not filed with the claim, then the claim payment will be made to the origin shipper under the UPS Tariff/Terms and Conditions of Service.

- All fragile goods must be packaged using adequate materials which should include, but not be limited to: double or triple corrugated boxes, molded foam on all six sides of the box (large bubble wrap when necessary for fragile shipments; provided that it covers a minimum of 10 centimeters of thickness between the product and all six sides of the box). Packing peanuts and/or any kind of paper are not considered proper packaging material for fragile goods.
- Customized Declared Value will not apply for hollow handcrafted items or sculptures exported via UPS International Services.
- All goods that are made of glass or contain glass, must be packaged using two boxes. One box must be inside of the other and the packaging in each box must include bubble wrap to protect the contents of the package. The outside box must be labeled with "fragile" stickers, and no additional products may be put in a package that contains a glass product.
- High value items should not be packaged or shipped with any indication of the contents of the package. This includes, but not be limited to: brands, markings, company and/or product logos, or product descriptions. High value packaging must also include the use of acceptable and approved packaging tape on all shipments that does not include any kind of commercial branding. UPS Letter envelopes and UPS Pak envelopes are not an acceptable form of packaging.
- Customized Declared Value will only apply to shipments made in accordance with the Packaging Guidelines attached hereto as Annex B.
- Customized Declared Value Claims submitted for shipments caused by delay must be submitted within 45 days from the date of loss or damage.
- Customized Declared Value does not apply to loss due to delay that occurs during the international customs process.

- Shipments must be packaged in accordance with Packaging Guidelines, and a certification that the goods are not already damaged must be issued. If shipments do not meet the required standards set out in the Packaging Guidelines, this Agreement will only apply to loss of the package and not to any damaged incurred.
- All packaging and packing materials used must be new, reused packaging packing materials are not acceptable. If there is a change to the covered shippers packaging and/or packaging techniques then this provision shall no longer apply until the change has been approved.
- Customized Declared Value shall apply to televisions up to 42 inches in size, provided that the commodity is accepted for shipment. Shipments of televisions which are 43 to 75 inches in size will be applicable in case of loss only.
- Customized Declared Value protection for shipments of used, refurbished and/or rebuilt goods will be applicable in case of loss only. Damages caused to used, refurbished and/or rebuilt goods will be excluded from Customized Declared Value protection.
- Fragile merchandise (old goods, handmade crafts, etc) exported from Canada must be delivered via UPS Air Network.
- Perishable goods, such as but not limited to pharmaceuticals and food or any similar goods that are perishable, should be packaged using proper materials that are resistant to temperature change. This should include, but not be limited to: boxes lined with thermal insulation, dry ice and/or gel packs.
- If a shipment incurs damage or partial loss, Customized Declared Value will only apply if the original internal and external packaging is retained. If packaging is discarded, the claim will not be authorized.
- If the goods incurs damage or partial loss, Customized Declared Value will only apply if the original goods are retained. If the goods are discarded, the claim will not be authorized.
- Packages that may be received for delivery at a UPS Access Point™ location are subject to restrictions, including, without limitation, in regard to weight and size and actual and declared value, as such restrictions are set forth in the UPS Terms and Conditions of Service.
- Subject to modification by the Customer, UPS Access Point™ locations will hold packages for up to seven (7) calendar days. If the shipment is not picked up within seven (7) calendar days (or other time selected by the Customer), it may be returned to the Customer, as undeliverable.
- Releasing any shipment at a UPS Access Point™ location to a consignee or other recipient: consignee or other recipient may be required to produce sufficient verification of authorization to receive the shipment including, without limitation, provision of government-issued identification.

- UPS shall not be liable for damage to or loss of shipments resulting from any failure to comply with the terms and conditions of this Agreement, including any failure to comply with the UPS Terms and Conditions of Carriage and the applicable UPS Service and Tariff Guide.
- Customized Declared Value does not apply to partial or total loss, or damages that occur during the international customs process.
- Customer must not, and shall ensure that Customer's shippers do not, resell the Customized Declared Value product in any way, nor make available to third parties the UPS account number(s) listed in Annex A. For the avoidance of doubt, this means that Customer and its shippers cannot ship packages under this Customized Declared Value agreement on a resale or bureau basis on behalf of unrelated third party shippers or their consignees. Customer shall not be entitled to make any claims or receive any payment in relation to any shipments tendered to UPS on behalf of such unrelated third party shippers or their consignees.
- The declared value entered by accounts listed on this CDV agreement using UPS shipping system only on the first package of each shipment shall be deemed to be the sum total Declared Value for all packages within the shipment.