



# UPS Air Cargo

## Agreement for Transportation of Dangerous Goods

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between United Parcel Service Co. (hereinafter referred to as “UPS”), a Delaware corporation having a mailing address of 1400 N. Hurstbourne Parkway, Louisville, Kentucky 40223 , USA, and \_\_\_\_\_ (hereinafter known as “Customer”) having a business address at \_\_\_\_\_ for the provision of services by UPS Air Cargo Service, related to the transportation of Dangerous Goods regulated under Title 49 of the Code of Federal Regulations (“49 CFR”), the Technical Instructions for the Safe Transport of Dangerous Goods by Air of the International Civil Aviation Organization (“ICAO TI”), and the IATA Dangerous Goods Regulations (“IATA DGR”) (collectively, “Dangerous Goods”). Dangerous Goods may be referenced as Hazardous Materials for the purposes of this Agreement. UPS agrees to transport Dangerous Goods for Customer on the following terms and conditions.

1. Customer agrees that it has read the **Service Terms** located on the internet at: <https://www.ups.com/aircargo/contents/ServiceTerms.pdf> (“Service Terms”) and agrees to be bound by such terms and conditions when shipping Dangerous Goods with UPS Air Cargo.

For each shipment, Customer will reference and ensure compliance with the **UPS Air Cargo Approved Dangerous Goods** listing located on the internet at:

<https://www.ups.com/aircargo/contents/UPSAirCargoApprovedDangerousGoods.pdf> (“Approved Dangerous Goods”) as well as the **UPS Air Cargo Approved Dangerous Goods Routes** located on the internet at: <https://www.ups.com/aircargo/contents/UPSAirCargoApprovedDangerousGoodsRoutes.pdf>

UPS may revise Service Terms, Approved Dangerous Goods and Approved Dangerous Goods Routes periodically. Customer shall review the above reference websites prior to booking each shipment.

For shipments of UN3090 Lithium Metal Batteries or Cells, IATA Packing Instruction 968 Sections IA and IB, the Customer represents the following: A UN 38.3 Test Report or other signed certification exist and has been reviewed by Customer for compliance for each model number of battery or cell being shipped. Customer has confirmed that all inner packaging utilized prevent short circuit of batteries or cells.

The following Lithium Battery / Cell shipments are not acceptable for carriage: UN3090 Lithium Metal Batteries / Cells, PI 968 Section II and UN3480 Lithium Ion Batteries / Cells, PI 965 Section II.

2. Customer shall disclose and provide all relevant information regarding Dangerous Goods shipments to be tendered to UPS Air Cargo Service upon booking. Such information shall include, but not be limited to the origin and destination for each shipment and the Dangerous Goods classification.

3. Customer represents that all Dangerous Goods tendered to UPS for shipment will be properly classified, packaged, marked and labeled in accordance with the IATA DGR and ICAO TI, as permitted or limited by 49 CFR and recognizes that failure to do so may result in governmental fines, penalties or other claims. For avoidance of doubt, UPS does not accept shipments prepared under 49 CFR.
4. Customer represents that all employees involved in the preparation of Dangerous Goods packages for transportation are properly trained, tested and certified in accordance with applicable provisions of the IATA DGR and will provide proof of such training upon request.
5. UPS reserves the right to refuse, to suspend, accept, to return, or to properly dispose of any Dangerous Goods that UPS determines, in its sole discretion, not to have been prepared in accordance the terms of this agreement, or the IATA DGR and ICAO TI, or all other applicable governmental laws and regulations. Customer agrees to reimburse UPS for any costs or expenses incurred as a result of any improperly prepared Dangerous Goods which Customer tenders to UPS. In addition, Customer agrees to reimburse UPS for any costs or expenses incurred by UPS from Customer's refusal to accept return of Dangerous Goods which are not deliverable for any reason.
6. The Customer acknowledges that UPS will only handle Dangerous Goods to and from approved origins and destinations in its Dangerous Goods service. As such, Customer agrees to tender to UPS only those Dangerous Goods shipments which have been approved by UPS for tender and transport to the agreed upon origins and destinations.
7. Customer agrees to indemnify, defend, and hold harmless UPS, its parent and affiliated companies, and their officers, directors, employees, agents, and their successors and assigns from all claims, demands, expenses (including reasonable attorneys' and consultants' fees), liabilities, causes of action, enforcement procedures, and suits of any kind or nature (hereinafter "Claims"), of which UPS may hereinafter incur as a result of Customer's breach of this Agreement or its non-compliance with governmental laws and regulations applicable to the transportation of Dangerous Goods, whether such action is brought by a governmental agency or other person or entity, except to the extent that such Claims result from UPS's gross negligence or willful misconduct or that of its employees, subcontractors, or agents.
8. Customer agrees not to load any unit load device with any type of Dangerous Goods.
9. The term of this Agreement shall be for one year from the date set forth below. This Agreement shall be automatically renewed for successive one-year periods unless terminated. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
10. UPS shall have the right to terminate this Agreement immediately with respect to the transportation of Dangerous Goods if Customer fails to comply with any provisions of this Agreement and/or any applicable governmental regulations. If Customer ships Dangerous Goods from more than one location, and Customer fails to comply with

any provisions of this Agreement and/or any governmental regulations, UPS may, in its sole discretion, terminate all of Customer's shipment locations or limit such termination to those locations where the failure to comply occurred.

- 11. This Agreement shall be governed and interpreted according to the laws of the Commonwealth of Kentucky.
- 12. Neither party hereto may assign or delegate any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of an officer of the other party.
- 13. This Agreement represents the entire Agreement between the parties, and no other written or oral agreements have been made with respect to the subject matter hereof. Any modification of this Agreement or any Attachment shall be invalid unless in writing and signed by an authorized representative or officer of both parties to this Agreement. A waiver of any default hereunder shall not be deemed a waiver of any other or subsequent default.
- 14. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and which together shall constitute a single instrument.

IN WITNESS WHEREOF the parties have executed this Agreement the date set forth below.

UNITED PARCEL SERVICE CO.  
("UPS")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
("Customer")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_