



## Customized Declared Value Agreement

Date  
Customer

Customer Location 1  
Customer Location 2

24 November 2017

VIAMED LTD

Shipper #	Address
9W9638	Station Road
8W8096	Keighley ,BD20 7DT

\*\*If additional locations are needed, please see Addendum A

### Pricing Terms

Location:  
Customized Declared Value Rate:  
Customized Declared Value Minimum:

United Kingdom
0.70%
£2.98

COMPANY NAME: VIAMED LTD ("Customer")

The following terms will apply only to shipments tendered to UPS under, and billed to, the UPS account number(s) listed above. Except as expressly modified by this Customized Declared Value Agreement ("Agreement"), all other terms, conditions and provisions of the underlying UPS Carrier Agreement, Letter of Agreement with Customer, and/or the Customer's UPS Client Registration Form 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. This Agreement supersedes and replaces in their entirety all versions of a Customized Declared Value Agreement previously in effect between UPS and Customer.

This Agreement shall be valid only if signed by Customer and returned to UPS within 60 days after the date stated at the top of 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 £60 in the Declared Value field of the shipping system used ("Shipping System"). If no value is declared in excess of £60 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 £60 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.

Unless notified of a different rate, Customer shall be entitled to purchase Customized Declared Value at the rate listed above. If Customer has been or is in the future notified that a different rate will apply, Customer shall be entitled to purchase Customized Declared Value from UPS at the rate specified in the most recent notification.

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, UPS and Customer agree that 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 by Customer 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) US\$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 an International High-Value Waiver with Customer; (e) US\$50,000 per package; (f) US\$100,000 per pallet shipped in a UPS Worldwide Express Freight® shipment; or (g) \$250,000 per conveyance if more than one package and/or pallet is lost or damaged. 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. For purposes of this Agreement the term "per conveyance" shall mean any and all packages and/or pallets of the Customer, regardless of quantity and/or value, shipped with UPS and which are being transported in the same transportation vehicle and/or vessel. Notwithstanding anything to the contrary, UPS's maximum aggregate liability hereunder shall not exceed £500,000 during any period of 12 consecutive months.

Reimbursement for proven damages up to the limits of liability set forth above shall be Customer's 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 to Customer 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 Customer declares a value, it does not receive any form of insurance. If Customer desires cargo insurance, any risk insurance, or another form of insurance, Customer should purchase such insurance from a third party.

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.

UPS, in its sole discretion, reserves the right to supplement, amend or modify this Agreement at any time (including any change in pricing to Customer on Customized Declared Value) by sending notice to the Customer. Such supplement, amendment or modification shall become effective as of the date indicated in the notice.

Notwithstanding anything in this Agreement to the contrary, UPS may, upon written notice to Customer at least 14 days prior to the effective date indicated in the notice, increase the Customized Declared Value rate and/or minimum per shipment charge.

Notwithstanding anything set forth in this Agreement to the contrary, in respect of second-hand or used goods, Customized Declared Value shall not apply to (and UPS shall not be liable for) claims for (i) damage or defects which occur or arise prior to the time when the applicable goods are tendered to UPS for transportation; and (ii) (in addition to the foregoing) loss, damage or expense reasonably attributable to damage to paintwork, chipping, denting, scratching, marbling, bruising, rust, oxidization, discolouration and/or any loss of or damage to the applicable goods reasonably attributable to ordinary wear, tear and/or gradual deterioration through usage, the passage of time or exposure to environmental conditions.

### 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: **MEDICAL GOODS**

– Product must be shipped in a box or pallet which displays no indication of contents on the box, pallet or shipping label. Details of brands, product type or an indication of shipment contents must not be displayed on the box, pallet or shipping label.

– 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned duly authorized representatives on the dates indicated below their respective signatures.

UPS Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Desired Start Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

The following are the shipper numbers:

9W9638

8W8096