

Supplemental Terms and Conditions Applicable to UPS Shipments of Hazardous Materials

Instructions:

This form is the only one to be used when shipping Hazardous Materials (also known as dangerous goods) with UPS, which is as an accessorial service under the contract. Authorized Users are hereby instructed not to sign any other forms other than this newly developed form. Authorized Users that need to ship items constituting of hazardous materials or dangerous goods should fill out and remit the signed form to:

UPS
Maureen Baer
316 Pennsylvania Ave, SE
Suite 500
Washington, DC 20003
Fax: 717-560-3794
mebaer@ups.com

To avoid delays at the time of shipping, authorized users who anticipate requiring hazardous materials shipping services are advised to remit the signed form at their earliest opportunity. Authorized Users only need to fill out the form once. The form will be retained on file for the authorized user. It is not necessary to fill out for each shipment.

Supplemental Terms and Conditions Applicable to UPS Shipments of Hazardous Materials

(For U.S. Domestic and U.S. Outbound Small Package Services Only)

For Use by Authorized Users of Office of General Services (OGS), New York State Procurement Contract PS67706

1. These supplemental terms and conditions set forth NYS's (hereinafter "authorized user") commitment to read, understand, and be bound by the applicable "UPS Guide for Shipping Ground and Air Hazardous Materials" and "UPS Guide for Shipping International Dangerous Goods" as well as the UPS Tariff/Terms and Conditions in effect at the time of shipping hazardous materials.
2. Hazardous materials shipments constitute an Accessorial Service under UPS Courier Services contract PS67706. UPS will accept for shipment "Hazardous Materials," also known as "Dangerous Goods," consisting of the following: Biological Substances, Category B, (UN3373), and Exempt Human Specimens and Exempt Animal Specimens, which may also contain Dry Ice (UN1845), as classified by the International Civil Aviation Organization's ("ICAO's") Technical Instructions for the Safe Handling of Dangerous Goods in the Air (hereinafter collectively "Biological Substances") or dangerous goods regulated under Title 49 of the Code of Federal Regulations ("49 CFR"), the ICAO's Technical Instructions for the Safe Transport of Dangerous Goods by Air, and the International Air Transport Association (IATA) Dangerous Goods Regulations (collectively, "Dangerous Goods").
3. Nothing herein shall be construed to alter the order of precedence, indemnification, nor any other clause contained in Appendix B to OGS Contract PS67706. Moreover, nothing herein shall be construed to alter the express agreement that the terms of the award take precedence over a contractor's rate/service guide and/or standard terms and conditions. Further, nothing herein alters UPS's obligation to honor the accessorial pricing schedule in effect for authorized users of Contract PS67706.
4. The authorized user agrees to comply with all applicable regulatory requirements, including those set forth in Titles 15, 19, 22, 31 and 49 CFR and the IATA Dangerous Goods Regulations, the Canadian Transportation of Dangerous Goods Regulations (TDG), the European Agreements Concerning the International Carriage of Dangerous Goods by Road (ADR), and Rail (RID) (collectively referred to as "Governmental Laws and Regulations") when shipping Dangerous Goods or Biological Substances with UPS.
5. The authorized user agrees that all Hazardous Material, Dangerous Goods and Biological Substances packages tendered to UPS will be properly classified, packaged, marked, and labeled. The authorized user shall use proper packing and packaging materials that are structurally sound, puncture resistant, and adequate to prevent breakage and leakage, and compatible with the Dangerous Goods or Biological Substances to be shipped. Such containers or packages must be packaged to ensure that they remain closed during shipment and shall be free of any conditions that could cause leakage, spillage or damage that could cause leakage under reasonably foreseeable conditions surrounding the transportation. Such containers or packages shall meet the specifications required by applicable Governmental Laws and Regulations governing the shipment of Dangerous Goods and Biological Substances. The authorized user's failure to properly classify, package, mark or label packages could result in fines, penalties, or other claims. In addition, the authorized user acknowledges that UPS may refuse to accept, may return, or may dispose of Dangerous Goods or Biological Substances packages, in compliance with applicable laws and regulations, if UPS determines that the packages are improperly prepared.
6. The authorized user also represents that all its employees involved in preparing a Dangerous Goods or Biological Substances package for transport with UPS have been properly trained under the applicable requirements of Governmental Laws and Regulations, and will provide supporting proof of such training upon request. Failure to properly train employees could result in regulatory fines and/or penalties, as well as other claims.
7. The authorized user acknowledges and agrees that UPS will provide "customs clearance" services as that term is used in the UPS Tariff/Terms and Conditions of Service to the authorized user for the international shipment of Dangerous Goods or Biological Substances in accordance with the UPS Rate and Service Guide, and the UPS Tariff/Terms and Conditions of Service in effect at the time of shipping.
8. The authorized user further acknowledges that the section of the UPS Tariff/Terms and Conditions of Service entitled "Provisions for the Customs Clearance of International Packages" applies when shipping hazardous materials

internationally. The authorized user is responsible for providing any information and documentation to UPS necessary to comply with applicable laws in connection with provision of transportation services, including the importation and exportation, of Biological Substances and Dangerous Goods under this Agreement. The authorized user is responsible for compliance with Governmental Laws and Regulations applicable to the importation and exportation of Dangerous Goods and Biological Substances under this Agreement. Furthermore, the authorized user is solely responsible for: (a) the accuracy of all information and documentation provided to UPS in connection with the provision of transportation services, including importation and exportation, of Dangerous Goods and Biological Substances under this Agreement; (b) determining the classification of the Dangerous Goods or Biological Substances under Governmental Laws and Regulations governing the import and export of the Dangerous Goods or Biological Substances, including classification under the U.S. Harmonized Tariff Schedule of the United States ("HTSUS") and similar laws in other countries classification under the Commerce Control List ("CCL") of the U.S. Export Administration Regulations ("EAR"); (c) determining whether any licenses, permits, or other authorizations are required, and obtaining any such licenses, permits, or other authorizations, under Governmental Laws and Regulations governing the importation and exportation of the Dangerous Goods or Biological Substances, including Titles 15 and 19 of the U.S. Code, and Titles 15, 19, 22, and 31 of the U.S. Code of Federal Regulations.

9. The authorized user acknowledges that UPS has the right to suspend, cancel and/or terminate this Agreement if the authorized user fails to comply with this Agreement. The authorized user acknowledges that it has been informed to read the UPS Tariff for additional information, limitations, and requirements regarding UPS' acceptance of Dangerous Goods packages, including those containing Biological Substances, which may be referenced in the UPS Tariff as "Hazardous Materials." The most recent version of the UPS Tariff may be found on the internet at www.ups.com.

10. The authorized user acknowledges that UPS will only handle certain commodities to approved destination countries in its Dangerous Goods or Biological Substances service. As the list of approved countries is subject to change over the life of this agreement, the authorized user acknowledges that a current list is available at www.ups.com and agrees to tender to UPS only those Dangerous Goods and Biological Substances shipments which have been approved by UPS for transport to the agreed upon destination countries.

11. The term of these Supplemental Terms and Conditions shall begin on the date indicated below and remain in effect until the expiration of Contract PS67706

Accepted and Agreed To:

AUTHORIZED USER:

Shipper #: _____

Name: _____

Street: _____

City, State, Zip: _____

Name: _____

Title: _____

Signature: _____

UPS, Inc.:

Date: _____

Name: _____

Title: _____

Signature: _____