



TWDW TARIFF

ITEM 600 - CARRIER LIABILITY LIMITATIONS

Cargo Loss & Damage Claims

1. Unless otherwise provided, articles with an invoice value exceeding the limitations shown below in Column B, relative to the corresponding Class in Column A, will be considered to be of extraordinary value and will not be accepted for transportation unless the shipper requests "Excess Liability Coverage".

Articles of extraordinary value inadvertently accepted for transportation will be considered to be released at the value per pound shown in Column B subject to a maximum liability of the lesser of the actual value of the article(s) or \$100,000 per shipment. The maximum value per pound will be arrived at by determining the actual class of the articles tendered, Item 300 (Pallet Rate Program) and Item 700 (Storage) notwithstanding. The maximum value allowed will be that which is shown in Column B opposite the class indicated in Column A as follows:

<u>CLASS</u>	<u>MAXIMUM VALUE PER POUND</u>
50	\$1.00
55	\$1.00
60	\$1.50
65	\$2.00
70	\$2.50
77.5	\$3.50
85	\$5.00
92.5	\$6.00
100	\$7.50
110	\$10.00
125	\$10.00
150	\$12.50
175	\$12.50
200	\$15.00
250	\$15.00
300	\$20.00
400	\$20.00
500	\$25.00

A. If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity or class rating contained in the shipment.



B. The liability limits listed do not apply to freight in storage whether at the request of the shipper/consignee/third party or due to an inability to make delivery for any reason to include but not be limited to consignee being closed, incomplete/inaccurate information on the bill of lading, failure to pay freight charges, failure to approve charges, etc. All stored freight will be subject to a maximum liability limit of \$0.25 per pound regardless of any released value or whether or not it is described properly on the bill of lading. This applies to all warehoused freight as well.

C. The liability limits listed do not apply to used machinery. All used machinery will be subject to a maximum liability of \$0.10 per pound regardless of any released value or whether or not it is described correctly on the bill of lading.

D. The provisions of this item will not apply on articles subject to a specific released or actual value in Items contained in NMFC 100 series, but in no case will 2 Day's liability exceed that outlined in Paragraph 1.

2. Optional Excess Liability Coverage

Shipper may request optional Excess Liability Coverage in excess of the limitations shown above in Paragraph 1 in Column B, relative to the corresponding Class in Column A (or \$100,000 per shipment, whichever is lower) or as described in Item 300, by getting a valid 2 Day rate quote with the additional coverage directly from a company representative. Please note that rate quotes which are generated from our web site **DO NOT** qualify for this coverage. Shippers must then indicate in writing on the bill of lading at time of shipment the corresponding 2 Day rate quote number with which they were provided along with the total dollar amount of excess coverage requested (see example). Excess coverage will be applied on a per pound per package basis. The maximum excess liability is \$100,000 per shipment, for a total of \$200,000 when added to the initial maximum coverage. However, excess liability coverage will not apply on:

A. Articles specifically named in paragraph 1 of Item 710 herein.

B. Any amount that exceeds the actual value of the goods.

2 Day will assess an additional charge of \$2.50 cents per each \$100 of declared value in excess of the initial maximum liability, subject to minimum excess coverage charge of \$100.00. Such charge is in addition to all other lawful freight charges. Charges are to be paid by the party responsible for payment of the otherwise applicable freight charges.

To request excess coverage the shipper must write their request on the Bill of Lading. The words "request excess liability coverage" and the dollar amount of excess coverage requested must be recorded on the Bill of Lading at the time of pickup (see example) along with the aforementioned rate quote number.



If the words similar to "goods worth \$ amount" appear on the Bill of Lading this is not an official request for Excess Liability Coverage. "Goods" being worth an amount and a request for certain Excess Liability Coverage is not the same thing. A statement of value without an express request for excess liability coverage will not increase 2 Day's liability, and charges for excess liability coverage will not be assessed.

EXAMPLE: Shipper requesting \$10,000 additional excess coverage would enter on the bill of lading as follows:

"\$10,000 Excess Liability Coverage Requested"

- or -

"Excess Liability Coverage Requested: \$10,000."

Corrected Bills of Lading to add or change the valuation will not be accepted after tender of delivery or if any part of the shipment is lost or damaged.

3. Volume Freight Liability

2 Day's liability for loss of and/or damages to Volume shipments, will be governed by the terms of the Volume Price Quote, not to exceed the actual value of the cargo. However in all cases for Volume Freight, 2 Days liability will not exceed the lesser of:

A. \$1.00 per pound per piece

B. The actual value of the cargo Optional Excess Liability Coverage is available upon request at the time of the quote.

Definition - "Package"

The term "package," as used in this item, means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been overpacked in an additional complying package, 2 Day's liability will be determined by separately multiplying the weight of each individual package lost or damaged "times" the applicable per pound per piece liability as set forth herein and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or overpacked in an additional complying package.

4. Incidental or Consequential Damages

2 Day shall not be liable, and hereby disclaims responsibility for any indirect, incidental or consequential damages or other costs, fees, or charges of any kind arising from any claims filed hereunder, whether disclosed or not.