



TWDW TARIFF

ITEM 600 - CARRIER LIABILITY LIMITATIONS

Cargo Loss & Damage Claims

1. Unless otherwise provided, bills under our default pallet rate program are limited to maximum liability limit of \$1.00 per pound as noted in Item 300.
2. Upon request class rates are available. Unless otherwise provided, articles with an invoice value exceeding the limitations shown below in column A will be considered to be of extraordinary value and will not be accepted for transportation unless the shipper request and is approved for "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 (see Item 750), item 300 (Pallet Rate Program) and Item 700 (storage) not withstanding. The maximum value allowed will be that which is shown in column B opposite of 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	\$10.00
175	\$10.00
200	\$10.00
250	\$10.00
300	\$10.00
400	\$10.00
500	\$10.00

- 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 description. This additionally applies to all warehoused freight.

- C. Listed liability limits do not apply to used machinery which will be subject to a maximum liability of \$0.10 per pound regardless of any released value or description.
3. Shipper may request Optional Excess Liability Coverage (ELC) in excess of the limitations shown above in Paragraph 1 and 2 or as described in Item 300, by getting a valid rate quote from the 2 Day directly from a company representative. Please note that rate quotes which are generated from our web site or via API **DO NOT** qualify for this coverage. Shippers must then indicate on the bill of lading the assigned rate quote number provided by 2 Day along with the actual value of the freight. The maximum liability combined with the excess liability may not exceed \$100,000. Excess Liability Coverage will not apply on any item listed in Item 710, any associated costs other than the actual declared value of the goods, and any items deemed ineligible by 2 Day due to their attributes or characteristics which may include the item itself or the manner in which it is packaged for transport. Additionally Excess Liability Coverage may be voided if information regarding the commodity, the dimensions, the weight, or the value is inaccurate, or if the item is improperly packed for safe transit. In this situation any quoted ELC fee will be waived or refunded if already paid.

2 Day will assess an additional charge of \$2.50 per each \$100 of the declared value in excess of the initial maximum liability subject to a minimum charge of \$100. 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 ELC the shipper must write their request on the bill of lading with the words "Excess Liability Coverage Requested", the total value of the freight, and the aforementioned valid rate quote number. A statement of value without both an expressed request for the coverage as well as the valid rate quote will not increase 2 Day's liability and an ELC fee will not be assessed.

Corrected bills of lading to add or alter the valuation will not be accepted after tender of delivery or if any part of the shipment is lost or damaged.

4. 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. Moreover 2 Day will not be liable for any damages due to improper or insufficient packaging or packaging material.