



**TWDW-100 TARIFF**

**ITEM 250 - GUARANTEED SERVICE**

1. Guaranteed Service only applies during "business hours" on "business days", excluding "holidays".
  - A. "Business hours" means that time during which operations are generally conducted by 2 Day Transportation at the point where the service is performed, between 8:00 AM - 5:00 PM.
  - B. "Business day" means each day, Monday through Friday, excluding holidays.
  - C. "Holiday" means New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by 2 Day at the point where the service is performed. When the holiday falls on a Saturday the previous Friday will be considered a holiday and when it falls on a Sunday the following Monday will be considered a holiday.
2. Shipment must be made available to 2 Day by 5PM on the day of pickup, with two hours or more of advance notice depending on the shipper's proximity to the 2 Day terminal.
3. 2 Day Guaranteed Service will not apply on any shipments requiring delivery to the following:
  - Convention Centers or Exhibition Centers
  - Piers or Wharves
  - Airports
  - Private Residences
  - Self-storage Warehouses
4. 2 Day Guaranteed service will not apply on any shipments requiring an Appointment.
5. 2 Day Guaranteed Service will become void if 2 Day is unable to meet its obligations due to any cause beyond its reasonable control, including but not limited to: strikes or lockouts, labor shortages or disturbances, acts of God, fires, accidents, floods, severe storms, wars, riots, acts of governmental authority, and acts or omissions of third parties. Service on such shipments delayed by Force Majeure will be performed at normal pricing published for the payer.



6. Shipper may request 2 Day Guaranteed Service as defined in this tariff by getting a valid 2 Day rate quote with that service approved directly from a 2 Day employee. Please note that any requests for Guaranteed Service which do not include such an approved rate quote will be honored only at the sole discretion of 2 Day Transportation.

7. Requests for 2 Day Guaranteed Service must clearly and legibly indicate in the body of the bill of lading "2 Day Guaranteed Service". The shipper must notify the pickup driver at the time of pickup that 2 Day Guaranteed Service is requested, and it will be the requesting party's responsibility to ensure that the carrier's copy of the bill of lading is notated with the request for "2 Day Guaranteed Service".

8. The shipper agrees to waive all rights under Section 7 of the bill of lading

9. The additional charge for 2 Day Guaranteed Service will be 25% of the freight charges subject to a minimum charge of \$70.00

10. If customer communicates to 2 Day a failure to deliver in the time specified and requests a refund or requests cancellation of freight charges if the freight bill is unpaid, GCF will investigate the claim and refund paid charges or cancel unpaid freight bills if failure was not due to conditions outlined paragraph 5.

11. Any fees for Excess Liability Coverage are not refundable under this service for any reason.

12. In the event 2 Day fails to deliver the shipment by the agreed time, 2 Day is not liable for any consequential damages arising from failure to deliver as agreed. This includes any late fees, labor costs or loss of business.