



TWDW-100 TARIFF

ITEM 700 - STORAGE

If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment due to any reason not the fault of 2 Day, the carrier's liability shall then become that of a warehouseman. The freight will be considered stored immediately and will be subject to the following provisions:

1. Undelivered freight at the destination terminal:

a. Notice: The carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading.

b. Storage charges: Storage charges, as provided below, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

c. For freight that is moved to storage, carrier's liability will not exceed \$0.25 per pound regardless of any declared value or the purchase of Excess Liability Coverage for transit.

d. Second notification: If the carrier does not receive disposition instructions within 48 hours time of carrier's attempted first notification, carrier will attempt to issue and final confirmed notification. Such notice shall advise that if the carrier does not receive disposition instructions within 10 days of notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale.

e. Sale proceeds: The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

f. No abridgement of carrier's right: Where carrier has attempted to follow the procedure set forth in sections a-d above and the procedure provided in this section 1 is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.



2. Freight held at the carrier's originating terminal: Storage charges on freight held at the carrier's originating terminal awaiting line haul transportation or instructions will begin accruing on the next business day after the freight is received by the carrier.
3. Freight stopped in transit:
Storage charges on freight stopped in transit due to an act or omission by the consignor, consignee or owner will begin accruing on the next business day after such freight would have otherwise arrived at the original destination in accordance with the carrier's normal "service standards" as noted by the carrier's standard operating guide-lines. The charges will cease accruing on the business day the freight is delivered or forwarded.
4. Appointment freight:
Shipments for which a prior appointment for delivery has been scheduled will be allowed 24 hours free time. Following the 24 hours free time, the charges provided in this item will apply.
5. Delayed delivery instructions on the bill of lading:
When the carrier has been given instructions at the time of the shipment (such as a notation on the bill of lading) or prior to giving notice of arrival that the consignee will not accept freight for more than the 24-hour period after arriving at the carrier's delivering terminal, or the bill of lading contains instructions to call more than 24 hours before the delivery, storage charges will begin accruing on the next business day after arrival at the carrier's delivering terminal.
6. Storage due to strike:
In the absence of a written notice from the consignee guaranteeing the protection and safety of the carrier's employees and equipment, freight will be deemed to be undeliverable when a consignee's employees are participating in a "strike".
7. Prepayment of charges:
Charges must be prepaid or guaranteed to the satisfaction of the carrier before shipments covered by the provisions of this item will be released.
8. When storage charges end:
Except when on freight stopped in transit, storage charges in this item will stop accruing when the carrier is enabled to deliver or transport the freight as a result of action by the consignor, consignee, owner or Customs official. Charges will not apply beginning on the next business day after the freight is delivered or transported.
9. LTL storage charges:
LTL freight stored in the carrier's possession will be subject to storage charges of \$25.00 per pallet spot per day.



10. Truckload storage charges:

Freight stored in the carrier's possession, which is subject to truckload, volume will be subject to storage charges as follows:

For the first 24 hour period, or fraction thereof \$75.00

For the second 24 hour period, or fraction thereof \$100.00

For each succeeding 24 hour period or fraction thereof \$125.00