



TWDW-100 TARIFF

ITEM 600 - CARRIER LIABILITY LIMITATIONS

1. Unless otherwise provided, all freight shipped through Carrier is limited to a maximum liability limit of \$1.00 per pound.
2. Under no circumstance will Carrier's liability exceed \$100,000 per occurrence, which will be prorated between all shippers' freight that is affected.
 - a. The liability limits 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, including but not limited to consignee being closed, incomplete/inaccurate information on the bill of lading, failure to pay freight charges, or failure to approve charges. 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.
 - b. The liability limits listed do not apply to used goods, which will be subject to a maximum liability of \$0.10 per pound per package or \$10,000.00 per shipment, whichever is lower, regardless of any released value or description.
 - c. For purposes of this Item, freight is considered New only if it is tendered for transportation directly from the manufacturing facility and remains in its original, unopened factory packaging. All other freight, including but not limited to used, reconditioned, refurbished, remanufactured, demonstration, display, or previously owned goods, is considered Used for purposes of this Item, regardless of how it is described on the bill of lading.
3. Shipper may request Optional Excess Liability Coverage (ELC) in excess of the limitations shown in Paragraphs 1 and 2, or as described in Item 300, by obtaining a valid rate quote directly from a 2 Day company representative. Rate quotes generated from 2 Day's website or via API do not qualify for this coverage. Shippers must indicate on the bill of lading the assigned rate quote number provided by 2 Day, along with the actual value of the freight. Excess Liability Coverage will not apply to any item listed in Item 710, to any associated costs other than the actual declared value of the goods, or to any item deemed ineligible by 2 Day due to its attributes or characteristics, including the item itself or the manner in which it is packaged for transport. Excess Liability Coverage may also be voided if information regarding the commodity, dimensions, weight, or value is inaccurate, or if the item is improperly packed for safe transit; in that case, any quoted ELC fee will be waived or refunded if already paid — except that ELC fees purchased in connection with a shipment moving under 2 Day Guaranteed Service (Item 250) are non-refundable in all cases, consistent with Item 250, Paragraph 11.

2 Day will assess an additional charge of \$2.50 per each \$100 of declared value in excess of the initial maximum liability, subject to a minimum charge of \$100. This charge is in addition to all other lawful freight charges and is payable by the party responsible for payment of the otherwise applicable freight charges.

To request ELC, the shipper must write the request on the bill of lading with the words "Excess Liability Coverage Requested," the total value of the freight, and the valid rate quote number described above. A statement of value without both an express request for the coverage and the valid rate quote number 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 claim filed hereunder, whether disclosed or not. 2 Day will also not be liable for any damages due to improper or insufficient packaging or packaging material.