



## **TWDW-100 TARIFF**

### **ITEM 805 – FINALITY OF PAYMENT AND FREIGHT CHARGE DISPUTES**

1. Payment in full of any invoice issued by 2 Day Transportation ("Carrier") shall constitute the shipper's, consignee's, or bill-to party's ("Customer") acceptance of all freight charges, rates, and accessorial charges billed thereon, and a waiver of any right to dispute, contest, or seek adjustment of such charges, except as provided in Number 2 below.
2. Any dispute regarding the accuracy of freight charges, rates, application of spot quotes, classifications, weights, or accessorial charges must be submitted to Carrier in writing, with supporting documentation, within fifteen (15) days of the invoice date. Disputes submitted after this period, or after the invoice has been paid in full, will not be considered, except where required by applicable law.
3. The submission of a dispute under Number 2 does not relieve Customer of the obligation to pay the full amount of the invoice by its due date. Customer may not withhold, offset, deduct, or delay payment of any undisputed charges, or the disputed charges themselves, pending resolution of a dispute. Any amount later determined by Carrier to have been overbilled will be refunded or credited to Customer promptly following resolution.
4. This Rule applies solely to disputes concerning freight charges and billing accuracy. It does not apply to, waive, limit, or otherwise affect:
  - a. Claims for loss or damage which are governed exclusively by the Carmack Amendment (49 U.S.C. § 14706) and 49 C.F.R. Part 370;
  - b. Any statutory right of a shipper to file a loss or damage claim within nine (9) months of delivery (or a reasonable time after a reasonable opportunity to discover loss/damage), or to file suit within two (2) years after Carrier's denial of a claim, as required by federal law.
5. This Rule is published in Carrier's tariff and is incorporated by reference into Carrier's bill of lading, credit application, and all invoices issued to Customer.