



TWDW-100 TARIFF

ITEM 570 – FORCE MAJEURE

1. 2 Day shall not be liable for any delay, failure to perform, loss, or damage resulting, directly or indirectly, from causes beyond its reasonable control, including but not limited to: acts of God; war, terrorism, or civil unrest; strikes, lockouts, or other labor disputes; fire, flood, earthquake, hurricane, or other natural disaster; epidemic or pandemic; government action, regulation, or embargo; fuel shortage; or road, bridge, or facility closures (each, a “Force Majeure Event”).
2. Upon the occurrence of a Force Majeure Event, 2 Day will make commercially reasonable efforts to resume normal operations as promptly as practicable, but shall have no obligation to use extraordinary measures, including rerouting shipments through alternate carriers or modes, to do so.
3. A Force Majeure Event does not relieve Customer of any obligation to pay freight charges, accessorial charges, or other amounts due for services actually performed prior to or following the Force Majeure Event.
4. Nothing in this Item shall be construed to limit or waive any right or defense available to 2 Day under the Carmack Amendment (49 U.S.C. § 14706) or any other applicable law.