



TWDW-100 TARIFF

ITEM 700 - STORAGE

If the consignee refuses a shipment tendered for delivery, or if Carrier is unable to deliver a shipment for any reason not attributable to the fault or negligence of Carrier, the shipment will be placed in storage and will be subject to storage charges as provided in this item. Storage will begin at the time the shipment is refused or delivery is attempted, but in no event later than five (5) calendar days after the date of pickup where delivery could not be completed for a reason not attributable to Carrier. While the shipment is held in storage, Carrier's liability shall be that of a warehouseman only. The shipment will be subject to the following provisions:

1. Undelivered freight at the destination terminal:

- a. Notice: Carrier will 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 the bill of lading.
- b. Storage charges: Storage charges, as provided below, will start no sooner than the next business day following the attempted notification. Storage may be, at Carrier's option, in any location that provides reasonable protection against loss or damage. Carrier may place the shipment in public storage at the owner's expense and without liability to Carrier.
- c. For freight 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 (see Item 600 – Carrier Liability Limitations).
- d. Second notification: If Carrier does not receive disposition instructions within 48 hours of Carrier's attempted first notification, Carrier will attempt to issue a final confirmed notification. Such notice will advise that if Carrier does not receive disposition instructions within 10 days of that notification, Carrier may offer the shipment for sale at public auction.
- e. Sale proceeds: The amount of any sale will be applied to Carrier's invoice for transportation, storage, and other lawful charges. The owner will be responsible for any balance of charges not covered by the sale of the goods. If a balance remains after all charges and expenses are paid, that balance will be paid to the owner of the property sold, upon claim and proof of ownership.
- f. No abridgement of Carrier's rights: Where Carrier has attempted to follow the procedure set forth in sections a–d above and that procedure is not possible, nothing in this section will be construed to abridge Carrier's right, 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, Carrier may dispose of the property to the best advantage.

2. Freight held at Carrier's originating terminal: Storage charges on freight held at Carrier's originating terminal awaiting line-haul transportation or instructions will begin accruing on the next business day after the freight is received by 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 the freight would otherwise have arrived at the original destination in accordance with Carrier's normal service standards. Charges will cease accruing on the business day the freight is delivered or forwarded.

4. Appointment freight: Shipments for which a prior delivery appointment has been scheduled will be allowed 24 hours of free time. Storage charges provided in this item will apply following the 24-hour free time period.

5. Delayed delivery instructions on the bill of lading: When Carrier has been given instructions, at the time of 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 24 hours after arrival at Carrier's delivering terminal, or when the bill of lading contains instructions to call more than 24 hours before delivery, storage charges will begin accruing on the next business day after arrival at Carrier's delivering terminal.

6. Storage due to strike: In the absence of written notice from the consignee guaranteeing the protection and safety of Carrier's employees and equipment, freight will be deemed 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 Carrier before shipments covered by this item will be released.

8. When storage charges end: Except for freight stopped in transit, storage charges under this item will stop accruing when Carrier is enabled to deliver or transport the freight as a result of action by the consignor, consignee, owner, or a 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 Carrier's possession will be subject to storage charges of \$25.00 per pallet space per day.
10. Truckload storage charges: Freight stored in Carrier's possession that is subject to truckload volume will be subject to storage charges as follows:

Period	Charge
First 24-hour period, or fraction thereof	\$75.00
Second 24-hour period, or fraction thereof	\$100.00
Each succeeding 24-hour period, or fraction thereof	\$125.00