TWDW-100 TARIFF

ITEM 600 - CARRIER LIABILITY LIMITATIONS

1. Unless otherwise provided, Carrier's liability for loss of or damage to freight shall not exceed the lesser of (a) the actual value of the article lost or damaged, as established by invoice cost, replacement cost, or cost of repair, or (b) $1.00 per pound of the article lost or damaged.

2. Under no circumstance, including where Excess Liability Coverage has been purchased under Paragraph 3, 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 or the purchase of Excess Liability Coverage.

   c. For purposes of this Item, freight is considered Used if it has been previously owned, used, installed, or operated; is reconditioned, refurbished, remanufactured, returned, demonstration, display, or open-box merchandise; or is not in its original factory packaging, regardless of how it is described on the bill of lading. All other freight is considered New.

3. Shipper may request Optional Excess Liability Coverage (ELC) in excess of the limitation shown in Paragraph 1, or as described in Item 300, subject to the $100,000 per occurrence maximum in Paragraph 2, by obtaining a valid rate quote directly from a 2 Day company representative. A rate quote with ELC is available to any shipper upon request; the preferred method is by email to Quotes@2DayTranspo.com. 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 is not available for freight in storage under Paragraph 2.a or for Used goods under Paragraph 2.b, and 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 equal to 1% of the amount of Excess Liability Coverage requested (the declared value in excess of the initial maximum liability), subject to a minimum charge of $100.00. 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. See Item 735 for packaging requirements applicable to televisions, monitors and display screens, and Item 740 for packaging requirements applicable to stone, porcelain, glass and other slab materials.