TWDW-100 TARIFF
ITEM 650 - LOSS OR DAMAGE CLAIMS

1. All claims for loss, damage, or delay must be filed within nine (9) months of the date of delivery, or in the case of non-delivery, within nine (9) months after a reasonable time for delivery has elapsed. Any civil action against Carrier must be brought within two years and one day from the date Carrier gives written notice that Carrier has disallowed any part of the claim specified in the notice.

2. Claims not filed within the nine (9) month period stated above will be declined.

3. All claims must be submitted in writing by email to Claims@2DayTranspo.com, together with the supporting documents required by this item. By tendering a shipment to Carrier under a bill of lading or other contract of carriage that incorporates this tariff, the shipper, consignee, and any party claiming through them agree to the electronic filing of claims as provided in 49 C.F.R. § 1005.2(b). A claim is considered filed on the date it is received by Carrier at the email address above. Claimant should retain a copy of the transmitted email as proof of filing. Carrier will acknowledge receipt of each claim in writing in accordance with 49 C.F.R. § 1005.3.

4. The minimum allowable amount for which a claim may be filed is $40.00 per individual shipment.

5. All claims must include complete shipper and recipient information, freight bill number, an explanation of the loss or damage, the weight of each lost or damaged article, the dollar amount being claimed, and the claimant's contact information.

6. All claims must be accompanied by documents supporting the amount of the claim. Such documents may include original manufacturer or purchase invoices, estimates or invoices for repair, expense statements, appraisals, or other documents verifiable to Carrier's satisfaction.

7. Proofs of Delivery will be reviewed in connection with each claim. Receipt of the shipment without a written exception on the Proof of Delivery is prima facie evidence that it was delivered complete and in good condition. Any shortage or visible damage must be specifically described on the delivery receipt at the time of delivery. General notations such as “subject to inspection,” “STC,” or “unchecked,” or similar notations that do not specifically describe the loss, shortage, or damage, are not exceptions, and the shipment will be treated as delivered clear.

8. In the case of a claim for concealed loss or damage not discovered at the time of delivery, the claimant must notify Carrier as promptly as possible after discovery of the damage, and in any event no later than five (5) business days after the date of delivery. Inspection or waiver of inspection will be provided by Carrier as promptly and practicably as possible after receipt of the request from the consignee. However, should Carrier waive inspection, the consignee must make the inspection and record all information to the best of their ability. Upon discovery of concealed loss or damage, the consignee shall, where practicable before further unpacking, use, or movement of the freight, photograph the damaged articles, the outer and inner packaging, and the shipping labels and markings, and shall furnish such photographs to Carrier with the notice of damage or upon request. Where Carrier waives inspection, the consignee's inspection record shall include a written description of the damage and the photographs described above.

9. All original shipping cartons, packing (inner and outer), and contents must be available for inspection by Carrier, and packaging and contents must be retained by the claimant until the claim is resolved. Where there is substantial value in salvage, it is the duty of the claimant to accept and handle it in a manner that mitigates the claimed loss as much as possible, either through repair or discounted sale.

10. On shipments delivered without exception noted on the Proof of Delivery, the claimant bears the burden of establishing that the loss or damage occurred while the shipment was in Carrier's possession. Failure to give timely notice, furnish photographs, make the shipment and packaging available for inspection, or retain packaging as required by paragraph 9 will be considered by Carrier in determining liability and may result in declination of the claim. Nothing in this item shortens the time for filing a claim set forth in paragraph 1.

11. Carrier will not be liable for any special damages, such as but not limited to lost revenue, labor costs, rush charges for replacement parts/items, or freight charges to another carrier for replacement parts/items.

12. Payment of freight charges may not be delayed due to alleged loss or damage. Charges must be paid in full, including the portion applicable to alleged lost or damaged items, as the claim and the freight charges are two entirely different transactions. Without payment of the freight charges, the transportation contract has not been completed. A valid claim will not be paid until the freight charges are paid.

13. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier unless authorized in writing by Carrier.

14. Claimant is also entitled to claim for a pro-rated portion of the freight charges based on the weight of the affected product, or 2 Day may, at its discretion, transport replacement freight at no charge (a “free astray”). 2 Day will not pay for replacement freight charges if replacement is arranged through another carrier.