



## **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) months statute of limitations will be declined.
3. The minimum allowable amount for which a claim may be filed is \$40.00 per individual shipment.
4. All claims must include complete shipper and recipient information, freight bill number, an explanation of loss or damage, the dollar amount being claimed, and the claimant's contact information.
5. 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.
6. Proofs of Delivery will be reviewed wherever possible in connections with each claim. Receipt of the shipment by the recipient without written notice of damage on the Proof of Delivery is prima facie evidence that the shipment was delivered in good condition. Visible loss or damage apparent at the time of delivery should be recorded in detail on the delivery receipt.
7. In the case of a claim for concealed loss or damage that is not discovered at the time of delivery, the claimant must notify Carrier promptly as possible after the discovery of the damage, and in any event should be reported no later than 5 days after the date of delivery. Inspection or waiver of inspection will be provided by Carrier as promptly as possible and practicable after receipt of request by the consignee. However, should Carrier waive inspection, Consignee must make the inspection and record all information to the best of his or her ability.
8. 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. It is the duty of the claimant, where there is substantial value in salvage, to accept and handle it in such a manner as to mitigate the claimed loss as much as possible either through repair or discounted sales.
9. 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.

10. 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.
11. Claimant is also entitled to claim for a pro-rated portion of the freight charges based upon the weight of the affected product or a possible free astray of replacement freight. 2 Day will not pay for replacement freight charges if replacement is done through another carrier.