



# TARIFF RULES AND REGULATIONS

## Item 310 - Cargo Liability and Limitations

1. Limitation of Scope of Liability: Carrier is not liable for any claims where the loss, damage, injury, or contamination occurred before pick-up or after delivery.
2. Applicable Law: Carrier's liability for loss, damage, contamination, destruction or delay to cargo transported shall be that of a motor carrier as set forth in the Carmack Amendment (49 U.S.C. § 14706, "Carmack") and the relevant federal common law, regardless of whether the goods were transported interstate or intrastate, or involves foreign commerce.
3. Limitation of Liability: Carrier's liability for loss or damage goods shall be limited to a maximum of \$100,000.00 per truckload shipment. Carrier's liability may be extended by requesting and procuring excess cargo liability coverage prior to the time the goods are tendered to Carrier for transport. For any shipments, including international, the charge for additional cargo liability coverage shall be \$2.00 per \$1,000.00 of value in excess of \$100,000.00. Carrier shall not be liable for temperature or altitude related damage.
4. Used or Reconditioned Equipment: If applicable, Carrier's liability for used or reconditioned equipment shall be limited to \$0.25 per pound. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused, or reconditioned parts added during the reconditioning processes.
5. Force Majeure: Carrier is not liable for any damages arising from fire, Act of God, flood, or other natural disaster, unusually severe weather, war, embargo, riot, civil disobedience, closure of highways, marine or air ports or other transportation infrastructure, or the intervention of any government authority, or any other cause outside of the reasonable control of the Carrier.
6. International: All claims arising from international shipments shall be governed by Carmack. Carrier's liability shall be limited to \$1.00 per pound, unless customer requests, in writing, more coverage for a higher rate in advance. Carrier shall not be liable for any cargo damage, loss, injury or delay occurring in Mexico. If Carrier agrees otherwise in writing to accept liability, Carrier's liability is limited to \$0.25 per pound. If this geographical liability limitation is judicially or otherwise determined to be ineffective for any reason whatsoever, then Carrier's liability for loss or damage shall be limited to \$1.00 per pound.
7. Rail: Any transportation provided by rail and any claims arising from shipments routed by rail shall be subject to the terms of the applicable rail tariff and/or rules and regulations in effect on the date of shipment.
8. Consequential and Special Damages: REGARDLESS OF THE ACTUAL OR ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CARRIER, ITS EMPLOYEES, CONTRACTORS, OR UTILIZED INDIVIDUALS, OR BUSINESS ENTITIES, CARRIER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DELAY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, CHARGES, OR FINES REGARDLESS OF WHETHER CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MAY BE INCURRED.

9. No Liability for Transit Delays: Carrier will transport a shipment with reasonable dispatch as defined by federal common law. However, Carrier does not guarantee transit, pick-up or delivery times and is not bound to transport a shipment by a particular appointment schedule, or in time for a particular market. Carrier will not be liable for late pick-ups, deliveries or unkept appointments. In no event shall a time quotation be considered a guarantee of any transit, pick-up or delivery time. If Carrier has failed to transport a shipment with reasonable dispatch and shipper/receiver imposes a fine for the delay, customer/broker must submit full record of the transaction between both parties as stated under Title 49 CFR 371.3.

## Item 330 – Claims Handling and Procedures

1. Application: This Item shall govern the processing of claims for loss, damage, delay, injury, or contamination to property transported, or accepted for transportation in intrastate, interstate or foreign commerce. No state laws shall apply to cargo claims in any manner.
2. Claims Process: All claims shall be filed, processed, investigated and settled in accordance to procedures established by 49 CFR Part 370 (and interpreted by federal common law). Concealed damage must be reported in writing within fifteen (15) calendar days from the date of delivery.
3. Minimum Filing Requirements: All claims must be filed (in accordance with 49 CFR Part 370) within nine (9) months after the date of delivery of the shipment, or for claims for lost property, the date the goods should have been delivered as identified on the bill of lading.
4. Notations: If the bill of lading is not notated, the goods are considered to have been received and delivered in good condition; thereafter, it shall be the obligation of the consignee to offer reasonable evidence to Carrier that loss or damage was not incurred by the consignee after delivery of shipment by carrier.
5. Freight Charges: Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier.
6. Lawsuits: Any lawsuit related to a cargo claim shall be instituted against Carrier no later than two years and one day from the day when written notice is given by the Carrier to the claimant that Carrier has disallowed all or any part of the claim specified in the notice. Where claims are not filed or suits are not instituted in accordance with this Tariff, Carrier shall not be liable, and such claims will not be paid.
7. Documentation: Carrier reserves the right to require any and all documentation it deems necessary, in its sole discretion, to investigate any claim. Regardless of the foregoing, each claim will be supported by the original bill of lading, evidence of the freight charges (if any), and either the original invoice, a copy of the original invoice, or an extract made therefrom, certified by the claimant to be true and correct. For shipments or any part thereof which is not delivered, Carrier reserves the right to require certification from the claimant that the missing cargo has not been received from any other source.

8. Salvage: At its discretion, Carrier may indirectly or directly sell or dispose of the damaged goods; particularly in situations where the customer has failed to provide disposition instructions within 5 business days from Carrier's written request, in such instances Carrier will consider the goods abandoned. In situations where DDM Logistics, Inc. customer has failed to provide disposition of the goods, the customer will be responsible for the balance of the charges not covered by the salvage of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership. Carrier may apply per diem charges for loss revenue in situations where a trailer is out of service due to customer's failure to provide disposition.
9. Temperature Controlled Shipments (other than Intermodal): Carrier is not responsible for any damage or loss to temperature controlled cargo (including any cargo governed by the FDA) unless customer, in advance, provides Carrier with written notice and instructions for handling the shipment and an authorized Carrier representative (Manager or Director) has signed the notice. A bill of lading shall not be considered "notice" of handling requirements and shall not be binding. If Consignee rejects a shipment and immediate disposition instructions are not provided, Carrier may dispose of the goods at its discretion. Customer shall be responsible for any disposition fees and freight charges.
10. Intermodal Shipments Requiring Protection from Heat or Cold: Neither Carrier nor any rail transportation provider will have any responsibility whatsoever, either in whole or in part, for any loss or damage resulting from a failure to protect a shipment against heat, cold, or the elements in general, including, but not limited to that arising from any equipment failure, damage and/or shipment delays. The issuance or inclusion of instructions on shipping documents regarding temperature protection (e.g., shipments requiring tarping, transportation in temperature-controlled containers or other protection from heat or cold) shall not be binding on Carrier or any rail transportation provider unless and until the carrier or rail transportation provider agrees in writing to be bound by such terms. Furthermore, customer agrees to defend, indemnify and hold harmless Carrier, its affiliated entities and the rail transportation providers from and against all claims arising out of or attributable to a failure to protect a shipment from heat, cold, or the elements whatsoever caused, including Carrier's or the rail transportation provider's sole negligence.
11. Seals: Carrier is not liable for any claims that only arise from, or as a result of, a broken seal, missing seal, tampered seal, or mismatched seal number. Seal integrity shall not be the only evidence used to support a claim; claimant must provide additional evidence which supports actual loss or damage to the goods.
12. Choice of Law: This Agreement shall be governed in all respects by the laws of the State of Illinois, without regard to conflict of law provisions, except to the extent federal transportation law applies. All lawsuits must be filed in Will County, Illinois and claimant agrees to personal jurisdiction.
13. Entire Agreement: This Tariff constitutes the entire agreement intended by and between the Parties. This Tariff supersedes all agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

**Issued by:** DDM Logistics, Inc.  
Hodgkins, IL 60525  
**Effective:** June 2020