OLD DOMINION FREIGHT LINE, INC.

TRUCKLOAD BROKERAGE SERVICES

ODFL BROKER/SHIPPER TRANSPORTATION Terms and Conditions Apply. See www.odfl.com/truckload. By using this form, Shipper Accepts and Agrees to these Terms and Conditions. **To book a truckload shipment, please call the Truckload Department directly at 877-562-3875 or email truckload.services@odfl.com. Do not call your local LTL terminal as they cannot protect your rate.**

Date:

BILL OF LADING

Page _____

SHIP FROM

ODFL PRO NUMBER: _____

ODFL PRO STICKER HERE
(OFFICE USE ONLY)

SHIP TO

MOTOR CARRIER NAME: _____

Truck #: _____ Trailer #: _____

Seal #: _____ Carrier Pro #: _____

BILL TO

CUSTOMER ID NUMBERS:

Pick up Number(s): _____

Purchase Order Number(s): _____

Delivery Number(s): _____

Other ID Number(s): _____

SPECIAL INSTRUCTIONS:

Freight Charge Terms ***(freight charges are prepaid unless marked otherwise):***

Prepaid _____ Collect _____ COD _____

☐ (check box) Master Bill of Lading: with attached underlying Bills of Lading

FREIGHT INFORMATION

HANDLING UNIT PACKAGE				
PIECE COUNT	**PACKAGE TYPE** (EX. PALLET OR TOTE)	**WEIGHT**	**H.M. (X)**	**COMMODITY DESCRIPTION** Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. ***See Section 2(e) of NMFC Item 360***
TOTAL PIECES		TOTAL WEIGHT	Shipper In Time: Shipper Out Time:	Consignee In Time: Consignee Out Time:

If a motor carrier, freight forwarder, broker or other transportation service provider accepts this shipment from anyone other than Shipper or Old Dominion as Shipper's Broker, it agrees to seek payment of its charges exclusively from the entity from which it accepted the shipment and expressly waives any other collection rights or remedies otherwise available to it, including any right to seek payment of the transportation charges from the consignor or consignee or Old Dominion.

COD Amount: $ _____

Fee Terms: Collect: ☐ Prepaid: ☐
Customer check acceptable: ☐

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, the property described above, received in good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown above. This Bill of Lading is not subject to any tariffs or classifications whether individually determined or filed with any federal or state regulatory agency, or maintained by the carrier, except as specifically agreed to in writing by the Shipper and Carrier, except the ODFL Broker/Shipper terms referenced above. Motor carrier cargo liability is limited to $100,000 per shipment as set forth therein. Old Dominion is acting as a broker and has no cargo claim liability. The parties hereto agree not to argue that Old Dominion acted as anything other than a broker on this shipment. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

CONSIGNEE SIGNATURE / DATE

Property described above is received in good order, except as noted.

Consignee Signature / Date

SHIPPER SIGNATURE / DATE

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Shipper Signature / Date

Trailer Loaded:
☐ By Shipper
☐ By Driver

Freight Counted:
☐ By Shipper
☐ By Driver/pallets said to contain
☐ By Driver/Pieces

Form Publication: 05/2023

CARRIER SIGNATURE / PICKUP DATE

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.

Carrier Signature / Date

STANDARD TRUCKLOAD BILL OF LADING CONTRACT TERMS AND CONDITIONS

§ 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, or resulting from a defect or vice in the property.

§ 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

§ 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine months after delivery of the property or in the case of failure to make delivery within 9 months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been affected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.

§ 4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be stored in a public or licensed warehouse at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

§ 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

§ 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

§ 7. (a) The consignor or consignee shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature, in the place provided for that purpose on the face of the bill of lading the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment.

(b) Consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

§ 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

§ 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement.

(b) If all or any part of said property is carried by water, and the loss is carried by water and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water.