ODFL 503-HHH

Cancels

ODFL 503-GGG

HAWAII TARIFF

OLD DOMINION FREIGHT LINE, INC.

MC-107478

HAWAII RATES

BETWEEN POINTS WITHIN THE 48 CONTIGUOUS STATES AND HAWAII

Effective: November 15, 2026

Issued by:
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VP Pricing
500 Old Dominion Way
Thomasville, NC 27360

FUEL SURCHARGE

1. Except as provided below, rates are subject to the following fuel surcharge:
    a. **34.0%** for shipments destined to Hawaii
    b. **35.0%** for shipments destined Guam or Saipan

2. When customer agreements provide rate exceptions dated prior to January 1, 2025, rates will be subject to the following fuel surcharge:
    a. **55.5%** for shipments destined to Hawaii
    b. **56.6%** for shipments destined Guam or Saipan

ADDITIONAL CHARGES

Rates are subject to the following additional charges:

Service / Fee	Charge(s)
Hawaii State Excise Tax	**4.71%** applies to the pickup or delivery charge of applicable rates.
Ocean charges TO/FROM Hawaii:	**$7.50** per cubic foot, subject to a minimum charge of **$61.00**
Wharfage Charge	**$1.00** per cubic foot, subject to a minimum charge of **$7.00**
Terminal Handling Charge	**$1.90** per cubic foot, subject to a maximum charge of **$2,140.00**
Hazardous Materials	**$445.00** per shipment
Will Call	**$1.65** per cubic foot, subject to a minimum charge of **$80.00** for freight not delivered to customer's door and requiring break bulk only.
Residential / Military	**$95.00**
Storage	**$1.70** per cubic foot per day, subject to a minimum charge of **$66.00** per day, shall apply after 5 days.
Inter-Island Advance Fee	**$40.00**
Delivery of In Bonded Cargo	**$100.00**
Forklift Equipment Required at Delivery Site	**$170.00** per hour, subject to a minimum of 1 hour, per consignee's request at the time of delivery.
Hydraulic Liftgate	**$100.00**
Sort and Segregation	**$6.00** per cwt, subject to a minimum charge of **$90.00**
Clean Truck Fee — LCL and FCL containers discharging/arriving at Los Angeles/Long Beach Port	**$37.00** per shipment

DETENTION – TRAILER WITHOUT TRACTOR (DROPPED OR SPOTTED TRAILERS)

1. General Provisions

a. "Spotting " or "dropping" means the placing of a vehicle at a specific side designated by a consignor, consignee or their representative, detaching the trailer from the tractor and leaving the trailer, without the tractor, in full possession of the consignor, consignee or their representative, unattended by Carrier's employee. When Carrier's loaded or empty trailers are spotted (dropped) at a consignor's or consignee's designated premises, loading or unloading must be performed by the consignor, consignee or their representative. When Carrier's employee assists in loading, unloading or checking or is required to remain with the vehicle, provisions governing a vehicle WITH TRACTORS will apply.

b. When trailers are spotted for loading the notation "Shipper Load and Count" must be noted on the bill of lading for each shipment loaded on that trailer.

c. Carrier's responsibility for safeguarding shipments on trailers spotted for loading or unloading shall begin when Carrier takes possession of a loaded trailer and shall end when a loaded trailer is spotted on the site designated by the consignee.

d. After expiration of free time as provided in part 3, charges will be assessed as provided in part 4.

e. The charges provided in this item will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of Carrier by the consignor, consignee or a third party.

f. Nothing in this item shall require Carrier to pick up or deliver spotted trailers at hours other than Carrier's normal business hours. This shall not be construed as a restriction on Carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours.

g. The consignor, consignee or their representative will not be exempt from the provisions of this item when, because of a strike by their employees, it is not possible for them to make available a spotted, loaded or empty, trailer for movement by Carrier.

2. Computation of Time

a. The computation of time will begin at the time the trailer is spotted at the premises of the consignor for loading or at the premises of the consignee for unloading. The computation of time will end when the consignor, consignee or their representative notifies Carrier that loading or unloading has been completed and the trailer is available for pickup.

b. If a spotted trailer is changed to a vehicle WITH TRACTOR at the request of the consignor or consignee or their representative and the change is requested and made before the expiration of free time for a spotted trailer, free time will end immediately and detention charges for a vehicle WITH TRACTOR will begin to accrue with no further free time. If the change is requested and made after expiration of the free time for a spotted trailer has expired, the vehicle will be subject to accrued charges for detention of a spotted trailer and charges for detention of a vehicle WITH TRACTOR will begin to accrue immediately with no further free time.

c. If Carrier has entered into a prearranged schedule for spotting a trailer and Carrier's trailer arrives after the scheduled time, the computation of time will begin at the actual time the trailer is spotted. If the trailer arrives prior to the scheduled time, the computation of time will begin at the scheduled time or at the time the trailer is actually spotted, whichever happens first.

3. Free Time

a. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.

b. Free time shall not begin on a Saturday, Sunday, or holiday as described in Paragraph 7 of Item 110 in this Tariff but will begin at 8:00 a.m. on the next following business day.

c. When any portion of the free time extends into a Saturday, Sunday, or holiday, the computation of time shall cease at 12:00 midnight of the business day prior to that Saturday, Sunday, or holiday, and will resume at 12:01 a.m. on the next following business day.

4. Detention Charges

a. The charges for the delay of each vehicle beyond the free time will be **$145.00** per 24-hour period.

b. When Carrier's employee is delayed for more than 60 minutes when picking up a loaded or empty trailer, detention charges for a vehicle WITH TRACTOR will accrue from the time the employee arrives until the time the pickup has been completed.

DETENTION – TRAILER WITH TRACTOR

This item applies when Carrier's trailers with tractors are delayed or detained on the premises of consignor or consignee, or as close thereto as conditions will permit, subject to the following provisions:

1. General Provisions

a. This item applies only when the delay or detention is not attributable to Carrier.
b. The charges provided in this item will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of Carrier by the consignor, consignee or a third party.
c. When Carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the tractor is actually detained.
d. Nothing in this item shall require Carrier to pick up or deliver freight at hours other than Carrier's normal business hours. This shall not be construed to restrict Carrier's ability to pick up or deliver shipments at times other than its normal business hours.

2. Computation of Time

a. The beginning, ending and non-working times shall be entered into Carrier's driver hand-held log device by Carrier's employee and that will be binding on each party.
b. The time for each vehicle will begin when the vehicle arrives at the Customer’s property.
c. The time for each vehicle will end when loading or unloading is completed and, in the case of loading, the consignor or its representative furnishes Carrier's employee a signed Bill of Lading or other documents necessary for forwarding the shipment, or, in the case of unloading, the consignee or its representative furnishes Carrier's employee with a signed Delivery Receipt.
d. If an appointment has been made, computation of time begins at the set appointment time, not before. If Carrier is more than 30 minutes late for an appointment, then 1 minute of free time will be added for each minute Carrier is late. Carrier's internal records of scheduled appointments will be the sole basis of determining the appointed time for pickup or delivery, as the case may be.
e. When loading or unloading is not completed at the end of normal business hours, the consignor or consignee, or their representative, shall have the option to request that the vehicle remain at its premises without tractor or to request that the tractor be returned to Carrier's terminal subject to the following:
f. If the trailer with tractor is changed to a “dropped” or “spotted” trailer before expiration of the free time for a vehicle with tractor, free time will cease immediately at the time the request is made and detention charges for a “dropped” or “spotted” trailer will begin immediately with no further free time allowed.
g. If the change to a trailer without tractor is requested and made after expiration of free time for trailer with a tractor, the shipment(s) will be subject to accrued charges for detention with tractor, if any, and charges for detention of a trailer without tractor will begin to accrue immediately with no further free time allowed.
h. If the consignor or consignee requests that the vehicle be returned to Carrier's terminal, computation of any remaining free time will cease at the time of the request. That portion of the shipment in Carrier's possession will be subject to storage charges as provided in Item 910 of this Tariff. When the vehicle is returned to the consignor's or consignee's premises, computation of any free time will resume. That portion of a shipment that is redelivered to a consignee will be subject to redelivery charges as provided in Item 830 of this Tariff.
i. When loading or unloading by Carrier's employee is interrupted by the taking of any normal non-working periods, such as coffee, meal or rest breaks, such time shall be excluded from the computation of free time or the computation of time after free time has expired.
j. If the consignee cannot guarantee that physical unloading will commence within 30 minutes of the time that Carrier's employee advises the consignee that the shipment(s) is (are) available for delivery, Carrier may consider the shipment(s) refused through no fault of Carrier and the shipments will then become subject to redelivery, and possible storage charges.

3. Free Time—The free time per vehicle shall be as follows:

Shipments per Stop	Free time (minutes)
1	20
2	25
3	30
4	35
5	40
6	45
7	50
8	55
9 or more	60

4. Detention Charges

a. The charge for the delay of each vehicle beyond the free time will be **$3.00** for each following one minute period or fraction thereof, subject to a minimum charge of **$25.00** per shipment.
b. When there is more than one payor, charges will be prorated on the basis of the weight of each individual shipment.

PICKUP OR DELIVERY SERVICE – WEEKENDS, HOLIDAYS, AND/OR AFTER BUSINESS HOURS — See NOTE

1. **After Business Hours, Weekdays:** When pickup or delivery of a shipment, or a spot or drop of an empty trailer, is performed between the hours of 8 p.m. and 5:59 a.m. the following day, Monday through Friday, excluding holidays, Carrier, at its option, may access a charge of **$184.00** per shipment or empty trailer, in addition to all other applicable charges, including but not limited to detention provisions found in Items 501 and 502.

2. Weekends and Holidays

a. Carrier is not obligated to pick up or deliver shipments on Saturdays, Sundays or holidays. However, if Carrier is requested and agrees to pick up or deliver freight, or spot or drop an empty trailer, on Saturday, Sunday or any other day generally observed as a holiday by Carrier at the point where the service is performed (See NOTE A), at the Carrier's option, the following charges will be assessed against the payor of the freight charges and will be in addition to all other applicable charges:
    i. Weekends between the hours of 6 a.m. and 3:59 p.m. — **$160.00** per person, per hour or fraction thereof, subject to a minimum charge of **$525.00** per person, per pup or trailer, per day.
    ii. Weekends between the hours of 4 p.m. and 5:59 a.m. the next morning — **$210.00** per person, per hour or fraction thereof, subject to a minimum charge of **$840.00** per person, per pup or trailer, per day.
    iii. Holidays (as observed by Carrier) — Subject to a minimum charge of **$840.00** per person, per pup or trailer, per day. Holidays will begin at 8 p.m. the preceding day and will conclude at 5:59 a.m. the day following the holiday.
b. When there is more than one shipment, charges will be prorated on the basis of the weight of each individual shipment.
c. The provisions of this Item are applicable if Carrier is required to spot or drop an empty trailer on a Saturday, Sunday or holiday, even though the actual pickup and/or delivery of freight may occur on a day other than a Saturday, Sunday or holiday.

3. The charges provided in this item will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of Carrier by the consignor, consignee or a third party.

NOTE—When the holiday occurs on a Saturday, the previous Friday will be considered a holiday and when the holiday occurs on a Sunday, the following Monday will be considered a holiday.

EXTRA LABOR — LOADING OR UNLOADING

1. When required, or requested by the consignor or consignee, extra labor, if available, may be furnished by Carrier for loading or unloading.

2. At each location where extra labor other than the driver is provided, the charge will **$120.00** per person per hour, subject to a minimum charge of **$360.00** per person per day.

3. Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until the time when the loading or unloading is completed.

4. Such charges will be in addition to all other lawful charges and will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of Carrier by the consignor, consignee or third party.

PICKUP OR DELIVERY — INSIDE

1. When requested or required by the consignor or consignee, and Carrier's operating conditions permit, Carrier may move shipments or portions of shipments from or to position beyond the immediately adjacent truck loading or unloading positions.

2. Service under this Item will be provided to floors above or below the level accessible to Carrier's vehicle only when elevator service is available. Service needs beyond provisions in this Item may be handled through OD Expedited.

3. When Carrier is required to deliver palletized freight and the consignee has no dock or unloading area equipped with unloading equipment, Carrier may break down the pallet and tender the freight as pieces, if the freight characteristics do not endanger the driver or other freight.

4. Service provided under this Item will be assessed the following charges per shipment or per vehicle if more than one vehicle is involved in the transport of the shipment.

5. When the service is performed, except as otherwise specified, the charge will be:

$9.00	per CWT
$90.00	minimum charge
$615.00	maximum charge

REDELIVERY

1. Charges for redelivery will be based on the full cube delivery rate of the shipment.

2. Rates for redelivery will be based on ODFL Tariff 503 Table B: Part B.

3. Out-of-Zone rates may apply per ODFL Tariff 503 Note B through Note J.

4. Driver detention will be applied if warranted.

TRANSPORTATION OF ARTICLES OF EXCESSIVE DIMENSION

1. Shipments containing one or more articles that equal or exceed 8 feet in length, but are less than 12 feet in length, will be subject to a charge of **$220.00** per shipment in addition to all other applicable charges.

2. Shipments containing one or more articles that equal or exceed 12 feet in length, but are less than 20 feet in length, will be subject to a charge of **$440.00** per shipment in addition to all other applicable charges.

3. Shipments containing articles that equal or exceed 20 feet in length will be subject to a charge of **$660.00** per shipment in addition to all other applicable charges.

MAXIMUM CARRIER CARGO LIABILITY

SECTION 1: *Applies to all shipments either originating from Hawaii or final destination is Hawaii, unless limited by SECTIONS 2 through 5 below (See NOTES 1A, 1B, 1C and 1D)*

SECTION 2: *LIMITED LIABILITY ARTICLES*

SECTION 3: *MEXICO—any portion of a shipment either originating in Hawaii or going to Hawaii while within the borders of Mexico.*

SECTION 4: *AIR FREIGHT—governed by Tariff 665 - any shipment either originating in or going to Hawaii that falls under the definition of Air Freight as defined by Tariff 665.*

SECTION 5: *OCEAN—any shipment either originating in or going to Hawaii while on the ocean starting from receipt by port of origin until discharge from receiving port to customer or carrier.*

SECTION 1: Carrier's maximum carrier cargo liability for loss, damage, or destruction to any shipment or part thereof shall be limited to:

1. If the commodity is listed under SECTION 2, the lowest sum set forth below:
    a. actual invoice value; or
    b. replacement cost; or
    c. limitation of liability set forth in SECTION 2.
2. if the commodity is NOT listed under SECTION 2, the lowest sum set forth below:
    a. actual invoice value; or
    b. replacement cost; or
    c. for new commodities: a maximum of **$5.00** per pound or **$5,000** per occurrence; or
    d. for all used, reconditioned, refurbished or remanufactured commodities: a maximum of **$0.10** per pound or **$5,000** per occurrence; or
    e. for all commodities defined by the NMF and for which a limitation of liability is set forth in the NMF - the applicable limited liability provisions of the NMF.

This maximum level of carrier cargo liability applies only to the weight of the lost or damaged commodities unless limited by this SECTION 1 or the procedures for securing a higher level of carrier cargo liability at a higher transportation charge as set forth under *OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY* are followed. All values are in US Dollars unless otherwise noted.

1. The procedure for securing higher levels of carrier cargo liability is set forth under *OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY*. Carrier does not provide or furnish excess insurance, excess declared value insurance, marine insurance, or excess liability coverage and declaring request for same on a bill of lading shall have no effect on Carrier. Also, a notation of a declared value on a bill of lading will not be considered a request for a higher level of carrier cargo liability due to various regulatory/statutory requirements to note a declared value on many shipments being transported outside the United States.

2. Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by Carrier to determine liability.

3. Carrier must receive all claims for cargo loss or damage, including all supporting documentation, within nine (9) months of the date of delivery or, if lost, the date delivery was anticipated, and Carrier must be allowed to perform a proper inspection of the freight and circumstances of the claimed loss or damage. Carrier must be notified of any claims for concealed loss or damage within five (5) business days from the date of delivery and Carrier must be allowed to perform a proper inspection of the freight and circumstances of the claimed loss or damage (see limitation for any shipment between Hawaii and Mexico under SECTION 3, Item 2). Failure to timely submit a claim and supporting documents or allow for a proper inspection to be performed, as set forth herein shall result in denial of the claim and Carrier shall have no liability for the claim. Civil actions instituted against Carrier shall be instituted no later than two (2) years from the day when written or electronic notice is given by Carrier to claimant that Carrier has disallowed the claim or part thereof. When civil actions are instituted after this date, Carrier shall have no cargo claim liability.

4. Liability for loss, damage or destruction of property that is being returned to the original shipper by Carrier, when such property WAS NOT initially transported by Carrier, will be limited to liability for lost freight only and Carrier will have no liability for claimed damages.

5. Liability for loss, damage or destruction of property that is being returned to the original shipper by Carrier, when such property WAS initially transported by Carrier, delivered without exception, and Carrier is not given an opportunity to inspect prior to return, will be limited to liability for lost freight only and Carrier will have no liability for claimed damages.

SECTION 1 NOTES:

NOTE 1A—The provisions of this SECTION 1 will not apply on commodities subject to a specific release or actual value in Items contained in NMF 100 Series, but in no case will Carrier's liability exceed that outlined in (a) of this SECTION 1.

NOTE 1B—Carrier shall not be liable and hereby disclaims any responsibility for any indirect, incidental, consequential, special, punitive, or multiplied damages or other indirect costs, lost profits, fees, or charges of any kind arising from any freight claims filed hereunder or any other acts, including delays or omissions of Carrier, whether foreseeable, disclosed or not. Carrier shall also not be liable and hereby disclaims any responsibility for damages caused by or resulting from mechanical breakdown, inherent vice, act of God, act of public authority (including US Customs), act of the Customer, wear and tear, insects, vermin or the like, gradual deterioration, damage caused by weather of any kind or severity, terrorist attack or action, or any nuclear incident/radiation/contamination (controlled or uncontrolled), whether foreseeable, disclosed or not.

NOTE 1C—Certain articles are not transported by Carrier as set forth under *PROHIBITED OR RESTRICTED ARTICLES*. If these articles are inadvertently accepted, Carrier's maximum carrier cargo liability will be limited as outlined within these Items, which states that: "In the event one of these prohibited articles is inadvertently picked up, Carrier's maximum carrier cargo liability will be limited to **$0.10** per pound or a maximum of **$500.00** per occurrence."

NOTE 1D—Household goods are prohibited to be transport by Carrier to locations outside the 48 Contagious States per ODFL 688 Tariff (OD Household Services Tariff). If any household goods are inadvertently accepted on a shipment moving anywhere outside the 48 Contiguous States, Carrier's maximum carrier cargo liability will be limited to **$0.10** per pound or a maximum of **$500.00** per occurrence.

SECTION 2: Limited Liability Articles

Description of Commodities	NMFC Item Number(s)	Maximum Liability	
		Per Pound	Per Occurrence
Air Conditioners, Air Coolers, Air Heaters, Air Handling Equipment, or Parts thereof	114115	$2.00	$50,000
Articles “Used”, “Reconditioned”, “Refurbished” or “Remanufactured” including but not limited to the following commodities and their components: Automobile Parts Electrical Equipment Machinery Vehicles, Motors, Parts	17800 - 19705 60500 - 63560 114000 - 133320 188500 - 193100	$0.10	$10,000
Bathtubs, Showers, Shower Stalls, Hot Tubs or Spas, NOI	158260	$0.10	$10,000
Compressors, air, or Air Ends, NOI	118100	$2.00	$50,000
Copy Machines	116030	$2.00	$50,000
Door Lites, Sidelites or Transom Lites (Transom Windows), plastic, glazed	34250	$2.00	$50,000
Doors	34260 - 34500	$2.00	$50,000
Fireplaces and Fireplace Inserts, and Fireplace Guards or Screens, glass	69420 - 69455	$2.00	$50,000
Furnaces, house heating, hot air	25525	$2.00	$50,000
Furniture or Furniture Parts, including Chairs, Chests, Countertops, Desks, Stools, Tables, Tops, and Metal Storage Cabinets	79000 - 82285	$2.00	$50,000
Heat Exchangers, NOI	122830	$2.00	$50,000
Paraphernalia, Exhibition or Tradeshow, Booths, or Stalls, Exhibition, NOI	154630	$0.50	$50,000
Personal Effects, Household Goods	100200 - 100250	$0.10	$10,000
Property bought over the internet from companies including, but not limited to eBay, Amazon or others, which is not new merchandise	All	$0.10	$10,000
Refrigerators or Freezers, NOI, with mechanical cooling or freezing apparatus	53125	$2.00	$50,000
Trailer frames	193100	$2.00	$50,000
Uncrated Machinery	114000 - 133320	$0.50	$50,000
Water Heaters, tank type	26510	$2.00	$50,000
Windows (Sash or Sash and Frames combined), NOI, glazed	35540	$2.00	$50,000

SECTION 3: Any portion of a shipment either originating in Hawaii or going to Hawaii while within the borders of Mexico.

1. Carrier's maximum carrier cargo liability for loss or damage to a shipment or part thereof (except for concealed damage losses as noted in 2 below), either for itself or for a Mexican carrier involved in the move while in the possession of the designated brokers, freight forwarders, or Mexican carriers while on land within the borders of MEXICO, shall be limited to whichever is lowest of the following:
    a. actual invoice costs of the shipment; or
    b. a maximum of **$0.05** per pound or **$500.00** per occurrence.

This maximum level of carrier cargo liability applies only to the weight of the lost or damaged commodities unless limited by this SECTION 3 or the procedures for securing a higher level of carrier cargo liability at a higher transportation charge as set forth under *OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY* are followed.

2. Liability for concealed damage of cargo moving between HAWAII and Mexico: With respect to any shipment originating in HAWAII with ultimate destination in Mexico or any shipment originating within Mexico with ultimate destination in HAWAII, Carrier's maximum carrier cargo liability, either for itself, its agents, interline carriers, designated brokers, freight forwarders or for the Mexican carrier involved in the move, for concealed damage claims submitted, regardless of time-frame, will be limited to a maximum of **$50.00** per occurrence.

3. All additional limitations outlined under (a), (b), (c), (d), and (e), along with applicable NOTES 1B, 1C and 1D of SECTION 1 of this *MAXIMUM CARRIER CARGO LIABILITY* section apply as written. Please refer back to SECTION 1 for these limitations.

SECTION 4: Any shipment either originating in or going to Hawaii that falls under the definition of air freight as defined by ODFL Tariff 665.

1. Carrier’s maximum carrier cargo liability for loss or damage, or mis-delivered cargo for any Air Freight shipment or part thereof shall be limited to the lowest of the following:
    a. the actual invoice value; or
    b. the limitation of liability set forth in any applicable international convention;
    c. with respect to international air freight: **$13.28** per pound or **$500.00** per occurrence; or
    d. with respect to domestic air freight; **$0.50** per pound or **$500.00** per occurrence.

This maximum level of carrier cargo liability applies unless limited by this SECTION 4 or the procedures for securing a higher level of carrier cargo liability at a higher transportation charge as set forth under *OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY.*

2. All additional limitations outlined under (b), (c), (d), and (e), along with applicable Notes 1B, 1C and 1D of SECTION 1 of this *MAXIMUM CARRIER CARGO LIABILITY,* apply as written, unless they conflict with any limitations noted under ODFL 665 Tariff, in which case, ODFL 665 Tariff will take precedence.

SECTION 5: Any shipment either originating in or going to Hawaii while on the ocean starting from receipt by port of origin until discharge from receiving port to customer or carrier.

1. Carrier's maximum carrier cargo liability for loss, damage or destruction of any ocean shipment or part thereof is **$500.00** per package. This maximum level of carrier cargo liability applies unless the ocean shipment is between two international ports that are governed by an international convention that amends this maximum amount or the procedures for securing a higher level of carrier cargo liability at a higher transportation charge as set forth in *OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY* are followed.

2. All additional limitations outlined under (a), (b), (c), (d) and (e), along with applicable NOTES 1B, 1C and 1D of SECTION 1 of this *MAXIMUM CARRIER CARGO LIABILITY*, apply as written. Please refer back to SECTION 1 for these limitations.

OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY

a. Unless otherwise agreed in writing, all shipments either originating in Hawaii or have a final destination of Hawaii are subject to the *MAXIMUM CARRIER CARGO LIABILITY* noted within this ODFL 503 Series Tariff. If no optional higher level of carrier cargo liability (also referred to as additional cargo liability) is selected pursuant to the terms noted within this *OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY,* shipper, consignee and/or their respective agents (collectively referred to as "Customer") agree that the maximum carrier cargo liability of Carrier is limited as set forth under *MAXIMUM CARRIER CARGO LIABILITY.* All rates/values are in US Dollars unless otherwise noted.

b. The person and/or entity who tenders the shipment to Carrier or its partners represents and warrants it has the authority to bind itself, and any other person and/or entity with an interest in the cargo transported, to the limitation of liability, payment terms and other terms set forth in this tariff.

c. Additional cargo liability is NOT and will not be considered insurance for the cargo. Additional cargo liability is also not available on certain commodities originating in or going to Hawaii, including but not limited to all articles that are not transported by Carrier as set forth under *PROHIBITED OR RESTRICTED ARTICLES* and Household Goods. If these commodities are inadvertently accepted, Carrier or its partners shall not be liable, to the maximum extent possible under the law, for the transport, loss or damage of these commodities, regardless if the customer requests to purchase and/or pays for the additional cargo liability.

d. Prior to tendering the shipment to Carrier or its partners, Customer may obtain additional cargo liability for the shipment, which completely replaces the level of carrier cargo liability outlined under *MAXIMUM CARRIER CARGO LIABILITY* (or as otherwise provided in an applicable contract or tariff), by complying fully with BOTH of the below steps. Failure to comply with both of these steps will result in the shipment reverting back to the level of carrier cargo liability outlined under *MAXIMUM CARRIER CARGO LIABILITY* or as otherwise agreed to in writing.

STEP 1: Requesting additional cargo liability in writing for the Covered Value (as defined under (f) below) by either:

a. sending a written request to a representative of the Carrier that includes the full Covered Value to be protected for the shipment, receiving written confirmation of estimated price and agreed upon Covered Value of the shipment, and noting in writing the agreed upon Covered Value on the original bill of lading;*

b. noting in writing the request for additional cargo liability (pursuant to and in compliance with (g) below) on the original bill of lading by writing the full Covered Value of the shipment to be protected on said bill of lading. See (g) below for the maximum limit allowed to be noted on bill of lading without having to obtain written confirmation and approval from and officer of Carrier; * or

c. making a request for additional cargo liability in the Carrier's rating system and noting BOTH the applicable quote number and the request for additional cargo liability (with or without the Covered Value amount) on the original bill of lading.*

**Please note: Declared Value is NOT a substitute for Covered Value and any notation of only a Declared Value does not trigger a request for additional cargo liability as outlined under this OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY due to the various regulatory/statutory requirements to note a Declared Value on many shipments being transported outside the United States.*

STEP 2: Agreeing to pay and actually paying within terms the higher transportation charge estimated by Carrier as calculated per (e) below for transporting the shipment at the agreed upon higher level of carrier cargo liability.

a. A rate of **$0.50 per $100.00 of value** (value is calculated using the Covered Value requested by the Customer plus freight charges), **subject to a $50.00 minimum charge per shipment** for shipments either originating in HAWAII or having a final destination of HAWAII while on land or ocean or a combination of both (including within the borders of HAWAII). This rate is for information only and is subject to change (please contact Carrier for the current rates applicable to the shipment).

b. The term "Covered Value" is defined as the entire amount (starting at first dollar) for which the Customer, requests carrier cargo liability protection on the shipment, subject to the limitations set forth in this *OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY*. For Example: If the level of carrier cargo liability under *MAXIMUM CARRIER CARGO LIABILITY* would be a maximum of **$50,000** and the Customer desires carrier cargo liability of **$145,000,** the Customer must request a Covered Value of $145,000 as additional cargo liability completely replaces the level of carrier cargo liability outlined under *MAXIMUM CARRIER CARGO LIABILITY* (or as otherwise provided in an applicable contract or tariff). This notation can be made on the bill of lading as either **"Covered Value requested at $145,000"** or **"Additional Cargo Liability of $145,000"** or **"Covered Value $145,000."**

c. Unless Customer receives written confirmation and approval from an officer of the Carrier for an amount higher than what is noted below prior to tendering the shipment to Carrier or its partners, additional cargo liability cannot exceed the below maximums:

    i. **$250,000** per shipment - new commodities (excluding Tradeshow commodities); or
    ii. **$15,000** per shipment - used commodities, reconditioned commodities, refurbished commodities, remanufactured commodities, and/or personal effects (excluding Tradeshow commodities).
    iii. **$50,000** per shipment – any commodities associated with or to be used in a Tradeshow exhibit or demonstration subject to the limitations and exclusions noted under (k) below.

If Customer requests additional cargo liability on an original bill of lading in an amount that is higher than the above maximums, but the Customer does not have the required written confirmation and approval of an officer of Carrier prior to tendering the shipment to Carrier or its partners, the request for additional cargo liability will defaulted back to the appropriate maximum noted above.

d. This higher level of carrier cargo liability commences from the time Carrier or its partners takes possession of the approved commodities and continues in force during the ordinary and customary course of transit to the final destination. Carrier will not, however, accept requests for additional cargo liability on a corrected waybill or bill of lading after the shipment has been picked up by Carrier or its partners.

e. Carrier shall not be liable for a higher level of carrier cargo liability through any unilateral act of the Customer. In no event shall Carrier's liability include damages for delay, loss of use, loss of market, lost profits or business interruption, consequential damages, punitive damages, indirect damages, special damages, fees or charges of any kind arising from any claim filed. Carrier shall also not be liable for damages caused by or resulting from mechanical breakdown, inherent vice, act of God, act of public authority (including US Customs), act of the Customer, wear and tear, insects, vermin or the like, gradual deterioration, or damage caused by weather of any kind or severity. Carrier is also not liable for any damage or loss due an act of public enemy including terrorist attack or action or any nuclear incident/radiation/contamination (controlled or uncontrolled), whether foreseeable, disclosed or not.

f. Carrier's total carrier cargo liability obligation for loss or damage to any shipment or part thereof shall be limited to the lowest of: 1) the actual invoice value; 2) replacement cost; or 3) the total additional cargo liability requested and approved under this *OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY.* Charges associated with additional cargo liability are not recoverable in the event of a cargo claim for loss or damage. Carrier must receive all claims for cargo loss or damage, including all supporting documentation, within nine (9) months of the date of delivery or, if lost, the date delivery was anticipated and Carrier must be allowed to perform a proper inspection of the freight and circumstances of the claimed loss or damage. Carrier must be notified of any claims for concealed loss or damage within five (5) business days from the date of delivery and Carrier must be allowed to perform a proper inspection of the freight and circumstances of the claimed loss or damage. Failure to timely submit a claim and supporting documents or allow for a proper inspection to be performed, as set forth herein shall result in denial of the claim and Carrier shall have no liability for the claim. Civil actions instituted against Carrier shall be instituted no later than two (2) years from the day when written or electronic notice is given by Carrier to Customer that Carrier has disallowed the claim or part thereof. When civil actions are instituted after this date, Carrier shall have no cargo claim liability.

g. With respect to any commodities associated with or to be used in a Tradeshow exhibit or demonstration, this additional cargo liability shall extend only while said commodities are in the care, custody and/or control of Carrier or its partners, subject to the following exclusions, and ceases upon delivery of the commodities.

   i. Loss arising from wear, tear, gradual deterioration, depreciation or inherent vice.
   ii. Loss of or damage to any type of electronic mobile devices – including, but not limited to, cell phones, smart phones, and tablets.
   iii. Loss of or damage to televisions and monitors.
   iv. Late arrival of goods.
   v. Damage to goods being returned from exhibitions or shipped elsewhere unless they are packed to the same standard as for the outward journey.

h. The use of the term “partners” in this *OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY* shall include agents, employees, interline carriers, designated brokers, freight forwarders and other service providers in any way involved in the transportation of the shipment.

PROHIBITED OR RESTRICTED ARTICLES

1. Unless otherwise provided the following commodities will not be accepted for shipment:
    a. Any substance that has not been approved for a medical use by the U.S. Food and Drug Administration and also has been listed as a Drug or Chemical of Concern by the U.S. Drug Enforcement Administration.
    b. Any item otherwise prohibited by federal, state or local law, rule or regulation.
    c. Original or authentic recorded data on device(s) deemed invaluable.
    d. Food product having a significant risk of spoilage, loss of value, or loss of palatability having an expiration or best buy date of less than six months. Carrier does not transport food that is not fully enclosed or food that requires refrigeration for safety.

Specific Prohibited or Restricted Articles	
Aluminum extrusions	Lighting tubes and bulbs
Bank bills	Live animals
Biological products	Live plants
Blacks: carbon gas, lamp, oil, vegetable – NMFC Items 23900 and 23940	Meat, fresh
Cannabis	Medical waste
Carbon: activated, black, lamp, graphite – NMFC Items 40560 and 40600	Milk, fresh
Coins **(NOTE 1)**	Mirrors
Concrete, finished	Museum exhibits or articles of antiquity **(NOTE 4)**
Controller boxes	Notes
Corpses	Original works of art **(NOTE 5)**
Currency	Perishables
Deeds	Poisonous/infectious substances
Diagnostic specimens	Pool tables or game tables
Doors with glass	Postage stamps
Drafts	Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery)
Explosives	Precious stones
Fine jewelry and watches, other than costume or novelty	Quicksilver (Liquid Mercury)
Firearms **(NOTE 6)**	Radioactive materials of any nature
Fossils	Revenue stamps **(NOTE 3)**
Fresh fruits	Solar Panels
Furniture - picked up from or delivered to private residences, Agent points or Interline points	Switch boxes or electrical enclosures
Furs	Tanning beds, Booths or Units
Garlic, raw	Taxidermy
Glass, bulletproof	Universal waste
Glass, sheet	Used 55-gallon drums Dispenser or like items
Grandfather clocks or floor standing clocks	Used PPE waste
Granite, Marble or stone	Used tires
Hazardous wastes	Valuable papers of any kind
Hemp – fiber or raw form	Vegetables, fresh
Hides, green or wet	Video games or machines
Kilns	Windows with glass
Letters, with or without stamps affixed **(NOTE 2)**	Windshields

2. Carrier is not obligated to receive freight liable to impregnate or otherwise damage other freight or Carrier's equipment.

In the event one of these prohibited articles is inadvertently picked up, Carrier's maximum carrier cargo liability will be limited to **$0.10** per pound or a maximum of **$500.00** per occurrence, whichever is less based of the weight of the lost or damaged article. All values are in U.S. Dollars unless otherwise noted.

NOTE 1—Monetary coins will not be accepted as premiums with other articles except as authorized in NMF Item 310.

NOTE 2—United States Mail will be accepted when the consignor and consignee are United States Post Offices.

NOTE 3—Except U.S. Internal Revenue Distilled Spirits Stamps, which will be accepted in truckload or volume shipments only.

NOTE 4—Except antique furniture subject to NMF Item 100240 or numismatic exhibits subject to NMF Item 63830.

NOTE 5—Except pictures or paintings subject to NMF Items 100240 or 56165, both at released values.

NOTE 6—Firearm components are allowed so long as the components on a given shipment do not form a complete firearm.