ODFL 663-B

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ODFL 663-A

OLD DOMINION FREIGHT LINE, INC.

MC-107478

ODFL BROKER TRUCKLOAD

BETWEEN POINTS SERVED DIRECT WITHIN THE 48 CONTIGUOUS STATES, AND BETWEEN POINTS SERVED DIRECT IN THE 48 CONTIGUOUS STATES, ON THE ONE HAND, AND POINTS IN CANADA, ON THE OTHER HAND, TO THE EXTENT AS PROVIDED HEREIN

Effective: October 20, 2026

Issued by:
Greg P. Lawrence
VP Pricing
500 Old Dominion Way
Thomasville, NC 27360

BROKER/SHIPPER TRANSPORTATION TERMS AND CONDITIONS

These Terms and Conditions ("Terms") provided by Old Dominion Freight Line, Inc. ("ODFL" or "BROKER") govern the shipment that is the subject of the ODFL Broker Truckload Spot Rate Estimate/Agreement ("Agreement") delivered to the party controlling the shipment, whether consignor, consignee, or third-party payor ("SHIPPER"), BROKER and SHIPPER expressly waive any and all rights and remedies under Subtitle IV, Part B of 49 U.S.C. (as allowed by § 14101) to the extent such rights and remedies conflict with the terms and conditions of this Agreement and agree.

1. **TERM.** The term of these Terms shall commence on the effective date identified in the Agreement delivered to SHIPPER with these Terms, and shall remain in effect for the life of the shipment (until delivery is completed and the timeframe for filing cargo claims pursuant to Section 7 has expired), provided that all terms that by their nature are intended to survive termination or expiration of this Agreement shall so survive, including without limitation Sections 7, 8, 9, 11, 13, 14, 15, and 16.

2. **SERVICE.** BROKER agrees to arrange for transportation of SHIPPER's freight pursuant to these Terms and in compliance with all applicable federal, state and local laws and regulations, arranging for duly authorized motor carriers (each a "Carrier" and together "Carriers") to transport SHIPPER's freight. BROKER acknowledges and agrees that BROKER is a property broker regulated and authorized by FMCSA, confirms that it has entered into these Terms as a property broker, and, as a property broker, acknowledges and agrees that FMCSA's regulations prohibit BROKER from representing its operations under these Terms as being those of a motor carrier. BROKER does not own, lease, operate, or control the vehicles, equipment, or drivers used by Carriers in the transportation of SHIPPER's freight, and BROKER does not exercise operational control or supervision over the manner or means by which Carriers perform transportation services. BROKER shall maintain a surety bond or trust fund agreement in accordance with 49 C.F.R. § 387.307.

3. **MOTOR CARRIAGE.** BROKER represents that it shall require the following terms for each underlying Carrier it utilizes in the performance of these Terms:

    a. Carrier shall comply with all applicable federal and state laws and regulations and shall expressly waive any and all rights and remedies under Subtitle IV, Part B of 49 U.S.C. (as allowed by § 14101) to the extent such rights and remedies conflict with the terms and conditions of these Terms.

    b. Carrier shall be registered and hold operating authority as a for-hire motor carrier of property authorized by the FMCSA pursuant to 49 U.S.C. § 13902, applicable state law, or applicable law in each jurisdiction where services are performed in interstate, intrastate, or foreign commerce of the United States and shall be understood as "contract carriage" within the meaning of 49 U.S.C. § 13102(4)(B).

    c. Carrier shall agree that its liability for cargo loss or damage shall be determined by 49 U.S.C. § 14706 (the Carmack Amendment), subject to a maximum liability of $100,000 per bill of lading per occurrence, Carriers' applicable tariffs or policy terms/exclusions, and to Section 7 of these Terms.

    d. Carrier shall agree to maintain, at all times during the transportation of the shipment that is the subject of the Agreement delivered to SHIPPER with these Terms, insurance coverage with limits not less than the following, and shall provide certificates of insurance upon BROKER's or SHIPPER's request:
        i. Commercial Automobile Insurance coverage with limits of not less than $1,000,000 per occurrence;
        ii. Motor Truck Cargo Insurance in an amount of not less than $100,000 shipment;
        iii. Statutory Worker's Compensation

    e. Carrier shall at all times during the transportation of the shipment that is the subject of the Agreement delivered to SHIPPER with these Terms not have an "Unsatisfactory" safety rating as determined by FMCSA or any state authority with jurisdiction over its operations and shall not be subject to an out-of-service order. BROKER's verification obligations of Carrier's safety rating is limited to confirming Carrier does not have an "Unsatisfactory" or "Conditional" rating at the time of carrier engagement and does not constitute a guarantee of Carrier's safety performance or ongoing compliance.

f. Carrier shall process all claims for loss, damage, or delay to SHIPPER's freight in accordance with the provisions of 49 C.F.R. Part 370, regardless of whether such regulations would otherwise apply.

4. **RECEIPTS AND BILLS OF LADING.** SHIPPER's insertion of BROKER's name on the bill of lading or other shipping documents shall be for SHIPPER's convenience only and shall not change BROKER's status as a property broker. Neither the terms and conditions of any tariff, rule, bill of lading, goods receipt, stamp, or other freight documentation published, issued, or otherwise used by BROKER or by any Carrier selected by BROKER nor the alleged conduct of ODFL, SHIPPER, or the Carrier shall supplement, alter, or modify these Terms, including those set forth in Appendices A and B attached hereto, or transform or convert ODFL's status from a property broker to a motor carrier in connection with the transportation performed pursuant to the Agreement and these Terms.

5. **PAYMENTS.** BROKER shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth in Appendices A and B, attached hereto, and any written supplements or revisions mutually agreed to between the parties in writing. SHIPPER agrees to pay BROKER's invoice in full within fifteen (15) days of invoice date without deduction or setoff, including for any unpaid freight claims. Failure of BROKER to receive payment in full within forty-two (42) days of invoice date entitles BROKER to assess and collect from SHIPPER, and obligates SHIPPER to pay BROKER, liquidated damages in an amount equal to thirty-five percent (35%) of the unpaid receivable, plus interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, on all amounts not paid when due. Neither SHIPPER nor consignee shall pay Carriers directly for transportation services.

6. **TRUCKLOAD PLUS (IF APPLICABLE).** BROKER may offer SHIPPER a "Truckload Plus" rate, whereby BROKER will make reasonable efforts to prioritize SHIPPER's load ahead of others to meet a goal delivery date requested by SHIPPER. Such services offer no guarantee that delivery will be performed by SHIPPER's goal delivery date. If despite such prioritization, BROKER fails to meet SHIPPER's goal delivery date for any reason other than a force majeure event, BROKER will reduce the transportation rate charged SHIPPER to the standard rate. SHIPPER's sole and exclusive remedy for BROKER's failure to meet the Truckload Plus goal delivery date will be a reduction in the transportation rate charged SHIPPER, reverting to the standard rate for such service.

7. **FREIGHT CLAIMS AND LIABILITY.** It is understood and agreed by SHIPPER that BROKER is not a motor carrier when operating under these Terms and shall not be held liable for loss, damage, or delay in connection with the transportation of SHIPPER's property. BROKER's sole obligation shall be to assist SHIPPER in filing claims against the responsible Carrier. SHIPPER must file claims for cargo loss, damage, or delay with the responsible Carrier within nine (9) months of the delivery date or, in the event of non-delivery, within nine (9) months after a reasonable time for delivery has elapsed. Such claims must also meet the requirements of 49 C.F.R. Part 370 regardless of whether such regulations would otherwise apply. SHIPPER must file any civil action against the responsible Carrier in a court of law within two (2) years and one (1) day from the date the Carrier provides written notice to SHIPPER that Carrier has disallowed any part of the claim. In no event shall Carriers engaged by BROKER be liable to SHIPPER for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment.

Carriers' maximum liability for loss, damage, or delay is limited to a maximum of $100,000 per shipment unless SHIPPER notifies BROKER in writing of a higher requested maximum liability prior to shipment, BROKER obtains Carrier's agreement to the higher maximum liability, BROKER advises SHIPPER as to the cost of the higher maximum liability, and SHIPPER agrees to and actually pays the additional cost.

8. **HAZARDOUS MATERIALS.** SHIPPER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 C.F.R. §§ 172.800, 173, and 397, *et seq*. to the extent any shipments constitute hazardous materials. SHIPPER shall inform BROKER in writing prior to tendering the shipment if any such shipment constitutes hazardous materials, including providing all required shipping papers, placards, and emergency response information. SHIPPER shall defend, indemnify, and hold BROKER and Carrier harmless from any penalties or liability of any kind, including reasonable attorney's fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations or failure to provide required hazmat documentation.

9. **INDEMNIFICATION.** BROKER and SHIPPER will indemnify, defend, and hold harmless the other party, its officers, directors, employees, and agents from and against any and all liability, loss, damages, claims (excluding cargo claims, which shall be governed by Section 7 of these Terms), liens, costs and expenses, including reasonable attorney's fees (together "Claims") when such Claims are caused by the negligent acts or omissions of the indemnifying party, its officers, directors, employees, or agents. Nothing in these Terms shall be construed to contemplate, nor shall either party be liable to the other for consequential, incidental, special, punitive, exemplary, economic or similar damages of any kind or nature, however caused and on any theory of liability, even if the party has been advised of the possibility of such damages.

10. **INDEPENDENT CONTRACTOR.** It is understood between BROKER and SHIPPER that BROKER is not an agent for Carrier or SHIPPER and shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over BROKER, its operations, employees, or over the Carriers it uses, and BROKER is not expected to and will not exercise any control or supervision over the Carriers it uses.

11. **CONFIDENTIALITY.** Each party agrees that any pricing, rates, business information, or other proprietary information disclosed by one party to the other in connection with these Terms ("Confidential Information") shall be held in confidence and shall not be disclosed to any third party without the prior written consent of the disclosing party, except as required by law or as necessary to perform the services contemplated herein. This obligation shall survive termination of these Terms for a period of two (2) years.

12. **FORCE MAJEURE.** If either party is prevented from performing any portion of these Terms by causes beyond its control, including civil commotion, war, acts of terrorism, fires, floods, inclement weather, natural disasters, governmental regulations or controls, casualties, or acts of God, provided that such causes are not attributable to the acts or omissions of such affected party (each, a "Force Majeure Event"), such affected party shall be excused from its liability for such delay or failure of its performance for the period of the Force Majeure Event. Each party shall use reasonable efforts to notify the other party of the occurrence of any Force Majeure Event. The affected party shall use its best efforts to prepare for, avoid, or remove the causes of nonperformance and continue performance immediately after the causes for any Force Majeure Event are removed. If such condition of Force Majeure is not remedied within thirty (30) days then the unaffected party shall have the right to immediately terminate these Terms.

13. **GOVERNING LAW AND VENUE.** These Terms shall be governed by and construed in accordance with federal laws regarding transportation and otherwise by the laws of the State of North Carolina without reference to the principles of conflicts of law of that state or any other jurisdiction. BROKER and SHIPPER hereby consent and submit exclusively to the jurisdiction and service of process of the courts of the State of North Carolina or the courts of the United States located in Guilford County, North Carolina. The prevailing party in any legal action to enforce these Terms shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

14. **ENTIRE AGREEMENT.** These Terms, including all Appendices and Addenda, and the ODFL Broker Truckload Spot Rate Estimate/Agreement, constitute the entire agreement intended by and between the parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. The parties further intend that these Terms constitute the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform these Terms in any judicial or arbitration proceeding involving these Terms. These Terms may only be amended or modified by a written instrument signed by both parties.

15. **SEVERABILITY.** If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

16. **WAIVER.** The failure of either party to enforce any provision of these Terms shall not constitute a waiver of that party's right to enforce that provision or any other provision of these Terms. Any waiver must be in writing and signed by the waiving party to be effective.

APPENDIX A – ODFL BROKER SPOT RATES AND CHARGES

BROKER offers spot-rate broker services subject to these Terms. BROKER will email (or fax) spot-rate quotes to SHIPPER requesting spot-rate broker arrangements with motor carriers. Quoted rates will be flat rates for individual shipments, for a series of shipments, or for specified traffic lanes. The quoted flat rates exclude accessorial charges. Accessorial charges are set forth on Appendix B to these Terms and, to the extent applicable, will be assessed to SHIPPER and become due and payable to BROKER in addition to the quoted flat-rate charge.

The quoted flat rate is good for a specified period of time as noted on the ODFL quote sheet emailed to SHIPPER and is subject to these Terms. To accept the quoted flat rate (plus all applicable accessorial charges), SHIPPER must sign, date, and return the email spot-rate quote sheet to BROKER. An electronic signature or other agreed-upon electronic means of affirmation, including a reply email to an ODFL employee, is sufficient to signify acceptance.

The accepted quoted rate is valid and binding on the parties upon BROKER's receipt of the SHIPPER's signed quote sheet, subject to BROKER securing the services of a motor carrier, with suitable equipment available in the origin area at the SHIPPER-designated pickup date and time, willing to transport the shipment at a negotiated rate with BROKER. If BROKER is unable to secure such carrier services, BROKER shall promptly notify SHIPPER and shall have no liability to SHIPPER.

When BROKER notifies SHIPPER of the motor carrier designated to transport its shipment, SHIPPER also will be advised of the scheduled pickup date and time. Thereafter, SHIPPER may cancel the arranged transportation services without penalty anytime up to twenty-four (24) hours prior to the scheduled pickup date and time. Thereafter, a cancellation penalty of **$300.00** will apply and be assessed.

APPENDIX B – ODFL BROKER TRUCKLOAD ACCESSORIAL CHARGES

Service	Applicable Fee(s)
Alcohol Permits	$200 plus cost of permits
Border Crossing Detention	$100 for each hour beyond 1-hour free time
Delivery Appointment	$15
Driver Assist	$150 minimum
Driver Layover	Single Driver $750 per night Teams $1,000 per night (including weekends)
Dunnage Disposal	$250 minimum
Flatbed Tarps if Req.	$200 minimum
Fuel Surcharge	Included in spot market rates (all in). Available upon request for extended pricing.
Government Facility Pickup or Delivery	$300 minimum
Haz Mat	$300 minimum
In Bond Charge	$500 minimum
Lift-gate Pick/Delivery	Must be arranged prior to pick up and is based on transload and pick/delivery availability of ODFL Service Center. Rates set by ODFL Service Center plus $100 admin fee.
Lumper Service	Full reimbursement with Lumper Receipt
P.O.D. Upon Delivery	$50 minimum
Rail Detention	$90 for each hour beyond 2-hour free time
Standard Detention	$75 for each hour beyond 2-hour free time
Stop Charges	$100 – 1st stop, $200 – 2nd stop and all subsequent stops.
Team Detention	$120 for each hour beyond 2-hour free time
Tradeshow Detention	$100 for each hour beyond 2-hour free time
Tradeshow Pickup or Delivery	To be arranged through OD.TLBids@odfl.com. $1,000 minimum charge if not arranged/quoted appropriately before pick up and based on carrier agreement.
Truck Ordered, Not Used	$300 minimum for solo and $500 minimum for team
Weight Tickets	$100 plus cost of ticket