ODFL 665-R

Cancels

ODFL 665-Q

OLD DOMINION FREIGHT LINE, INC.

MC-107478

AIR FREIGHT RULES TARIFF

BETWEEN POINTS IN THE UNITED STATES (INCLUDING PUERTO RICO AND THE US VIRGIN ISLANDS), AND BETWEEN POINTS IN THE UNITED STATES (INCLUDING PUERTO RICO AND THE US VIRGIN ISLANDS) AND FOREIGN COUNTRIES

This tariff applies on interstate, intrastate and foreign commerce when moving by air or when the shipment has a prior subsequent move via air.

Effective: October 5, 2026

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

ITEM 2000 — APPLICATION OF TARIFF

This Tariff applies to all air freight movements and all surface freight movements in the U.S. when there is a prior or subsequent move by air. To the extent that any rules in this Tariff differ or conflict with any other provisions contained in ODFL 100 Rules Tariff, Additional Services and Rules, this Tariff shall take precedence when the shipment at issue is an air freight shipment or there is a prior or subsequent move via air.

ITEM 2050 — ACCESSORIAL CHARGES

Service	Minimum Charge	Rate
Address Correction	$45.00	Before delivery in same town, see Reconsignment.
After Hours Pickup/Delivery		as per ODFL 100, item 752-3.
Airport Pickup/Delivery		No Charge.
Appointment Pickup/Delivery		$30.00, except $40.00 for points in Alaska.
Attempt Redelivery	$150.00	or $7.20 per cwt, whichever is greater. Subject to a max of $580.00.
Beyond Points		as per quote.
Construction Site Pickup/Delivery		as per ODFL 100, item 753-1.
Convention/Tradeshow/Hotel Pickup/Delivery		as per ODFL 100, item 752-1.
Debris Removal	$85.00	or $4.00 per cwt, whichever is greater
Declared Value	$50.00	$0.85 per $100.00. For values over $25,000.00, ODFL must be notified prior to shipping.
Detention/Waiting		as per ODFL 100, item 502.
Dim Weight		194 per cubic inch for domestic service. 166 per cubic inch for international service
Extra Labor	$325.00	$150.00 per additional hour.
Fuel Surcharge		Current conditions.
Holidays		as per ODFL 100, item 752-3.
Inside Pickup/Delivery		as per ODFL 100, item 566.
Liftgate		as per ODFL 100, item 891.
Oversize		All shipments are subject to size and weight verification by ODFL and/or an agent or carrier operating on behalf of ODFL. Shipments that are considered oversized or project by a carrier are subject to additional charges. Positional weight may be determined and assessed by the air carrier.
Packing	$50.00	as per quote.
Pallet Jack		as per quote.
Reconsignment		See Item 2055.
Residential Pickup/Delivery		as per ODFL 100, item 753-1.
School Pickup/Delivery		as per ODFL 100, item 753-3.
Secured Access Pickup/Delivery		as per ODFL 100, item 753-4.
Shipper's Export Declaration (SED)		$55.00.
Skid Fee	$60.00	as per quote.

ITEM 2055 — RECONSIGNMENT OR DIVERSION

1. DEFINITIONS OF RECONSIGNMENT OR DIVERSION

a. Relinquishment of the shipment at the point of origin, either back to the shipper or to another carrier.
b. A change in the place of delivery; including, but not limited to, a change to pick up at carrier's terminal.

2. CONDITIONS

a. Any request for reconsignment or diversion must be made or confirmed in writing by the shipper or the payor of the freight charges listed on the original bill of lading. Carrier must be satisfied that the party making the request has the authority to do so. Carrier will not accept disposition instructions printed on the bill of lading, shipping label, or container as authority to reship, return or reconsign a shipment. Instructions to reconsign a COD shipment will be accepted only from the consignor.
b. Carrier will make a diligent effort to execute a request for reconsignment.
    i. Carrier is not obligated to retrieve a shipment that is already loaded on a vehicle and ready for over the road transportation in order to honor a request for reconsignment. If a shipment is already loaded on a line haul trailer when reconsignment instructions are received, the reconsignment point will be the next location at which the shipment is scheduled to be unloaded.
    ii. If, at the customer's request, Carrier is able to unload freight from a trailer in order to retrieve a shipment for reconsignment, a charge of **$55.00** per person per hour will apply to retrieve the shipment and to reload the trailer from which the freight was removed.
c. Only entire shipments (not portions of shipments) may be reconsigned.
d. Instructions to reconsign an In-Bond shipment will not be accepted unless the shipment is moving under a U.S. Customs Bond 7512 and the shipper provides satisfactory proof to Carrier that the bond has been amended and the duties have been paid in full.
e. All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of Carrier before reconsignment will be made.

3. CHARGES

A request for the reconsignment or diversion of a shipment will be subject to any or all of the following charges, in addition to all other applicable charges:

a. An administrative fee of **$75.00** per shipment for change in documentation applies on all reconsigned shipments, including, but not limited to, dock pickups (see NOTE)
b. Recalculated line haul charges as described in section i. below unless either of the following is true:
    i. Shipment is reconsigned before leaving the origin terminal.
    ii. Shipment is reconsigned to a point within the same delivering terminal service area before the freight leaves the destination service center for delivery.

In either of the above cases, line haul charges will be recalculated from the shipper's origin point to ultimate consignee.

i. Line haul charges will be recalculated from the shipment's origin point to the point of reconsignment (see section ii.), and from the point of reconsignment to the ultimate consignee, using the paying customer's discount percentage and Exception Rating from the origin to the ultimate destination.
ii. The point of reconsignment will be determined as follows:
    a. Prior to tender for delivery: the ODFL service center at which the shipment is stopped upon Carrier's acceptance of request for reconsignment.
    b. After tender for delivery: the delivery point of the shipment prior to Carrier's acceptance of request for reconsignment.

NOTE—An additional **$75.00** administrative fee will apply each time carrier is requested or required to amend the shipment instructions, including but not limited to, reversing a prior reconsignment to change the routing of the shipment back to the original tender instructions.

ITEM 2100 — SHIPPER'S LIABILITY

Shipper warrants and represents to ODFL that:

1. The information set forth on the face of the waybill is complete and accurate;

2. That each package and/or article in this shipment is properly and completely described on this shipping document and is adequately packaged to protect the enclosed goods to ensure safe transportation with ordinary care in handling;

3. Is properly classified, described, packaged, marked and labeled;

4. Is not a prohibited item as noted under Item 2260 nor classified as a hazardous material; and

5. Is in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation and the Transportation Security Administration, including without limitation all regulations governing the transportation of hazardous materials.

Shipper's violation of any of these warranties will excuse ODFL from any liability whatsoever for damage to any item(s) incurred as a result of such violation and shall also cause Shipper to be liable to ODFL for all claims, fines, penalties, damages, costs, or other sums, including reasonable attorney's fees, incurred by ODFL as a result of such violation.

ITEM 2120 — DELIVERY EXCEPTIONS

At time of delivery, the consignee must note on the delivery receipt any exception that would indicate a shortage or damage. The consignee may not inspect the shipment until the consignee signs the delivery receipt.

NOTE—Such notations as "subject to inspection" and "subject to recount" are not valid exceptions.

ITEM 2140 — CARRIER LIABILITY

See Item 2220 and Item 2240.

ITEM 2160 — SHIPMENT SERVICE

Due to the inherent nature of the transportation business, ODFL does not guarantee pick up, transportation, or delivery by a special date or a special time and shall not be liable for the consequences of failure to do so.

ITEM 2165 — LESS THAN CONTAINER LOAD (LCL) SHIPMENTS

When a Less Than Container Load (LCL) shipment of Air Freight arrives at the Container Freight Station (CFS) or Airport Terminal in a loose condition, the cost of the pallets and the charges assessed by the CFS or Airline to secure the freight on pallets will be added to the freight bill per warehouse's cost.

ITEM 2180 — OVERCHARGE & CARGO CLAIMS

ODFL must receive all claims in writing for cargo loss, damage, or delay, including all supporting documentation, within the timeframes noted below:

1. Overcharge claims: within ninety (90) days after date of delivery of the shipment.

2. Concealed Damage claims: within five (5) business days after date of delivery of the shipment.

3. Perishable items: within forty-eight (48) hours after date of delivery of the shipment.

4. ALL OTHER claims: within fourteen (14) days of the date of delivery or, if lost, the date delivery was anticipated.

ODFL 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 ODFL shall have no liability for the claim. Civil actions instituted against ODFL shall be instituted no later than two (2) years from the day when written or electronic notice is given by ODFL to claimant that ODFL has disallowed the claim or part thereof. When civil actions are instituted after this date, ODFL shall have no cargo claim liability.

ITEM 2200 — PAYMENT OF CLAIMS

No claims will be paid until all transportation charges have been fully paid. Claims may not be deducted from transportation charges and no claims may be deducted from any charges owed. Legal action to enforce a claim must be brought within two (2) years after the claim has been denied in writing by ODFL in whole or in part.

ITEM 2220 — MAXIMUM CARRIER CARGO LIABILITY

1. Carrier's maximum carrier cargo liability for loss, damage, delay, or miss-delivered cargo for any domestic or international 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; or
    c. with respect to international air freight: a maximum of **$13.28** per pound or **$500.00** per occurrence; or
    d. with respect to domestic air freight or surface movements with a prior or subsequent movement by air; a maximum of **$0.50** per pound or **$500.00** per occurrence; or
    e. with respect to any commodities listed under Item 2260 (Prohibited or Restricted Articles), a maximum of **$0.10** per pound or **$500.00** per occurrence.

    This maximum level of carrier cargo liability applies unless limited by this Item 2220 or the procedures for securing a higher level of carrier cargo liability at a higher transportation charge as set forth in Item 2480.

2. The procedure for securing higher levels of carrier cargo liability is set forth in Item 2480. 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.

3. 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.

4. See Item 2180 for Cargo Claim instructions and timeframes.

5. See Item 2240 for Liability Limitations.

6. See Item 2260 for Prohibited or Restricted Articles.

7. 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.

8. 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.

ITEM 2240 — LIABILITY LIMITATIONS

Carrier shall not be liable for loss, damage, or monetary losses of any type caused by: acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; civil commotions; acts of omission of customs or quarantine officials; the nature of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults, or omissions of the shipper or consignee for failure to observe the terms and condition of the contract of carriage contained in this shipping document including but not limited to improper packing, marking, incomplete/inaccurate shipping instructions and rules relating to freight not acceptable for transportation. Additionally, carrier has no authority over commercial or other airline services to perform, meet, or deliver a timely service schedule for time specific services, such as AM or PM. Carrier shall not be liable in any event for any special, incidental, or consequential damages, including, but not limited to, loss of profits, income, interest, utility, or loss of market, whether or not Carrier had knowledge that such damage might be incurred.

ITEM 2260 — PROHIBITED OR RESTRICTED ARTICLES

Unless otherwise expressly provided in a written agreement, and subject to the conditions or restrictions contained herein, the following articles will not be accepted for transportation: any shipment prohibited by law; original works of art; antiques; bonds, coins of any kind; money and currency; currency equivalents; furs; furs clothing; gems or stones (cut or uncut); industrial diamonds; gold or silver; jewelry (other than costume jewelry); pearls; precious metals; negotiable securities; time sensitive written material (such as contract bids and proposals); household goods and/or personal effects; live animals or livestock; one-of-a- kind articles or models; Prototypes; valuable rugs (i.e. oriental rugs, Persian rugs); printed lithographs; and loss or damage to any articles resulting from rejection from government authority.

ODFL shall not be liable for any losses, damages, delays, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or miss-described in the shipping document, and no employee or agent of ODFL has any authority to accept for transportation such articles or to waive the limitations contained herein.

In the event one of these prohibited articles is inadvertently picked up or transported, ODFL's maximum carrier cargo liability will be limited to **$0.10** per pound or a maximum of **$500.00** per occurrence.

ITEM 2280 — MAXIMUM VALUE

See Item 2220 for maximum carrier cargo liability limits.

ITEM 2300 — WEIGHT AND DIMENSION VERIFICATION

Rates and charges for each shipment will be based on actual or dimensional weight (See Item 2520) whichever is greater. ODFL reserves the right to reweigh or to verify dimensions of shipment. Shipments are subject to inspection by ODFL; however, it is not obligated to perform such inspection as provided by our tariff.

ITEM 2360 — UNPAID CHARGES

Shipper and the consignee shall be jointly and severally liable for all unpaid charges payable for Air shipments pursuant to this tariff including fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to shipper, etc.) or other sums which may be incurred by ODFL by reason of any violation of this tariff or any other default of the shipper or consignee or their agents. ODFL shall have a lien on any goods shipped for failure to pay charges billed for the shipment pursuant to this tariff. ODFL may refuse to surrender possession of the shipment until such charges are paid.

ITEM 2380 — LATE FEE FOR UNPAID CHARGES

All invoices not paid within 30 days of invoice date will be subject to a charge of **1.5%** per month.

ITEM 2400 — LEGAL FEES, REIMBURSEMENT

Should ODFL successfully defend itself in any legal actions brought by any party with an interest in an Air Freight shipment, ODFL shall be entitled to reasonable attorney fees and cost.

ITEM 2420 — SECURITY CONTROLS

Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of shipping documents will be retained until the shipment is delivered.

ITEM 2436 — COLLECTION OF CHARGES AND EXTENSION OF CREDIT FOR OVERSEAS AGENT

1. Charges accruing to the carrier are due and payable at the time an outbound prepaid shipment is tendered to the carrier, or at the time a Collect shipment is tendered by the carrier to the consignee, except where credit has been extended by the carrier to the overseas agent, shipper, consignee or other party responsible for payment of the freight charges.

2. When the party responsible for payment of freight charges has been extended credit by the carrier, the credit period will be 42 days, including Saturdays, Sundays and legal Holidays, unless a different credit period has been established by publication in a tariff or contract for a specifically named customer.

3. The credit period shall begin on the day following presentation of the freight bill. If the bill is presented or paid by mail, the postmark shall be accepted as evidence of the date of presentation or mailing.

4. Failure to make payment within the credit period referenced above will invoke an assessment for liquidated damages under Item 564, Failure to Make Timely Payment of Charges, ODFL 100 series, Optional Services and Rules.

ITEM 2440 — INTERNATIONAL SHIPMENTS

On International shipments, the rules as established by the applicable international convention shall apply. ODFL accepts air waybill as a shipper's letter of instruction with authorization to prepare and sign on shipper's behalf an international shipping document. ODFL reserves the option to act as agent of the carrier, instead of the forwarder, in which event the direct carrier's tariffs shall apply to shipment. When both customs value and declared value are indicated on air waybill, additional charges will apply to the amount indicated in the declared value section of air waybill.

For international express service, freight will travel the most expedient way possible with confirmed bookings and a premium charge will apply. For standard service, freight will move as aircraft space becomes available or as part of consolidations.

ITEM 2460 — TIME SPECIFIC DELIVERY

ODFL has no obligation to deliver within any specific time, unless the parties agree in writing to a time specific delivery on a document executed by both parties. If a shipment requests a time specific delivery and ODFL agrees in writing to meet the delivery time on a document executed by both parties (a unilateral note on a bill of lading or other transportation document is not sufficient - signatures are required from Customer and ODFL) and a service failure occurs (ODFL is more than 2 hours late delivering the item), except as provided in Item 2240, ODFL shall reduce the total charges by twenty percent (20%) at the customer's request. A request for such reduction must be received by ODFL in writing within thirty (30) calendar days of actual or expected delivery.

ITEM 2465 — GLOBAL OUTLAY FEES

An outlay fee will be applied to all taxes and duties outlaid by ODFL on behalf of the customer. The outlay fee shall be as follows:

Total Amount Outlaid by ODFL on Behalf of Customer	Customer's Outlay Fee
Less than $50.00	$20.00
$50.00 - $400.00	$35.00
Greater than $400.00	$75.00 or 8%, whichever is greater

ITEM 2480 — OPTIONAL HIGHER LEVELS OF CARRIER CARGO LIABILITY — DOMESTIC LIMITATION OF CARRIER CARGO LIABILITY

1. Unless otherwise agreed in writing, all domestic or international airfreight shipments are subject to the carrier cargo liability set forth in Item 2220 of this ODFL 665 Tariff. If no optional higher level of carrier cargo liability (also referred to as additional cargo liability) is selected pursuant to this Item 2480, shipper, consignee and/or their respective agents (collectively referred to as "Customer" under this Item 2480) agree that the maximum carrier cargo liability of Carrier is limited as set forth in Item 2220.

2. 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 and other terms set forth in this tariff. If someone other than the person and/or entity who tenders the shipment to Carrier or its partners makes a claim on the shipment, the tendering party will defend, indemnify and hold Carrier or its partners harmless from all claims asserted over and above the sums set forth in this tariff, including all costs and attorney fees.

3. (Additional cargo liability is NOT and will not be considered insurance for the cargo. Additional cargo liability is also not available on certain commodities, including but not limited to all articles that are not transported by Carrier or its partners as set forth in Item 2260. 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.

ALTERNATIVE RATES/HIGHER LEVELS OF CARRIER LIABILITY - All rates/values are in US Dollars unless otherwise noted.

4. Prior to tendering the domestic or international airfreight shipment to Carrier or its partners, Customers may obtain additional cargo liability for the shipment, which completely replaces the level of carrier cargo liability outlined in Item 2220, 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 in Item 2220 or as otherwise agreed to in writing.

STEP 1: requesting additional cargo liability in writing for the Covered Value (as defined under (6.) below) by either:

a. sending a written request to a representative of 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 an officer of Carrier; * or

c. making a request for additional cargo liability in the Carriers 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 Item 2480 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.

5. Carrier offers additional cargo liability at the following rates for requests up to the maximums noted under (g) below, which are provided for information purposes only and are subject to change – please contact Carrier for the current rates applicable for the shipment, including requests for additional cargo liability shipments over the maximums noted under (g) below:

   The current market rate per $100 of value (value is calculated using the Covered Value requested by the Customer plus freight charges), subject to a $50 minimum charge per shipment for domestic and international Air Freight EXCEPT for those shipments to countries that:

   a. ODFL is prohibited from entering due to US economic sanctions against that country; or
   b. ODFL has noted in writing that this type of transportation service is not available to that particular country.

6. 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 Item 2480. For Example: If the level of carrier cargo liability under Item 2220 would be a maximum of $500 and the Customer desires carrier cargo liability of $2,000, the Customer must request a Covered Value of $2,000, as additional cargo liability completely replaces the level of carrier cargo liability outlined under Item 2220 (or as otherwise provided in an applicable contract or tariff). This notation can be made on the bill of lading as “Covered Value requested at $2,000” or “Additional Cargo Liability of $2,000.”

7. Unless Customer receives written confirmation and approval from an officer of Carrier for an amount higher than what is noted below PRIOR TO tendering the domestic or international airfreight shipment to Carrier or its partners, additional cargo liability cannot exceed:
   a. **$250,000** per shipment - new commodities; or
   b. **$15,000** per shipment - used commodities, reconditioned commodities, refurbished commodities, remanufactured commodities, household goods, and/or personal effects.

   If a single shipment is split into multiple shipments for any reason, it shall continue to be considered a single shipment under this provision for the purpose of calculating the highest possible level of carrier cargo liability.

   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.

8. 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.

9. 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 the events noted under Item 2240.

10. 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 Item 2480. Also, charges associated with adding additional cargo liability are not recoverable in the event of a cargo claim for loss or damage.

11. See Item 2180 for Cargo Claim instructions and timeframes.

12. The use of the term "partners" in this Item 2480 shall include agents, employees, interline carriers, designated brokers, freight forwarders and other service providers in any way involved in the transportation of the shipment.

ITEM 2481 — HIGHER LEVELS OF CARRIER CARGO LIABILITY — INTERNATIONAL

Carrier provides options for higher levels of carrier cargo liability on shipments conveyed by international air carriers, as outlined in Item 2480 of this ODFL 665 Tariff in effect at the time of the shipment.

ITEM 2500 — HAZARDOUS MATERIALS

Hazardous Materials - ODFL will not accept for shipment nor be liable for the handling or movement of any hazardous materials. If hazardous materials are inadvertently picked up by ODFL the freight will be returned to shipper and pickup charges will apply. Any claim, loss or damaged caused by the hazardous materials will be the responsibility of the Shipper and the Shipper will defend, indemnify and hold ODFL harmless from all such claims including, but not limited to, all damages, fines, penalties, costs and attorney fees.

ITEM 2520 — DIMENSIONAL WEIGHT

Carrier charges are based on the higher of the actual weight shipped or the dimensional weight, whichever is higher. Dimensional weight is calculated as the width times the height times the depth divided by 166.

For Example: A shipment weighing 300 pounds and having dimensions of 40" Wide x 48" Deep x 84" High would result in a charge based on 972 pounds.

$$\frac{(40 \times 48 \times 84)}{166} = 972$$

ITEM 2540 — CANCELLATION OF PICKUP

When ODFL has been requested to provide Speed Service Air and the shipment/request is subsequently canceled, the following will apply:

1. Once the OD Solutions Specialist has received verbal or written confirmation and acceptance of price and service from the authorized Payor, ODFL will immediately make arrangements for servicing the request.

2. If Payor subsequently requests cancellation of the service, ODFL shall charge **$300.00** to the Payor to offset any and all out-of-pocket expenses charged by third parties to ODFL or incurred by ODFL for servicing the requested shipment.

ITEM 2555 — AUTOMATED EXPORT SYSTEMS (AES) - FILING REQUIREMENTS

Full Enforcement of The US Commerce Department, Bureau of Census and Customs and Border Protection mandatory automated export system final rule took effect on September 30, 2008. All US exporters are required to file electronic export information using the automated export system as well as provide proof of the AES fling citation to the carrier at a minimum of 24 hours prior to the loading of the cargo.

ODFL must have the AES filing citation to the carrier by the document cut-off date / time for the respective vessel as listed on the booking confirmation issued at the time of the booking. The AES will include the following information:

1. Name and Address of the Shipper
2. Name and Address of the Consignee
3. Destination of the Cargo
4. Port of Discharge
5. Description of the Cargo including the pieces, weight, quantity and Schedule B number
6. AES Filing Citation
    a. AES Proof of Filing Citation - ITN Number
    b. AES Port-Departure Citation
    c. Exclusions or Exemptions Legend (i.e. items with a commercial value of less than **$2,500** do not require and AES)

For explanation of abbreviations, notes and reference marks, see Item 15000.

Failure to provide the necessary information by the cut-off date will result in a no-load and could be subject to a **$200.00** per bill of lading administrative fee.

ODFL can file the AES of behalf of the exporter of record with a fully executed power of attorney and the necessary information described above.

The cost to file an AES is **$55.00** per filing for filing with up to 5 Schedule B Numbers. After 5 Schedule B Numbers, the additional cost is **$10.00** per Schedule B Number. It is the exporter of record responsibility to provide an accurate Schedule B Number to ODFL.

ITEM 2570 — CUSTOM CLEARANCE — INTERNATIONAL

All shipments where the Importer of Record has requested Customs Clearance through ODFL will have the following fees applied:

1. Consumption Entry Fee of **$160.00** per entry with five or less line items, no Other Government Agencies (OGA), no VISA and no Quota.

2. Shipments that exceed three line items will be charged **$5.00** per line item for any lines in excess of three.

3. If other Government Agencies are involved, an additional charge of **$75.00** per government agency will be applied.

4. If the Importer of record does not have a continuous bond in place, a single-entry bond will be required. The charges are **$8.00 per $1,000.00** of commercial value with a minimum charge of **$75.00** per bond.

5. If other Government Agencies are involved with clearing the commodity or the commodity is subject to VISA or Quota requirements, the single-entry bond will be charged at three times the standard value.

6. For shipments with multiple commercial invoices, an additional fee of **$15.00** per additional invoice will be charged.

7. If a Lacey Act filing is required, the charge is **$30.00** per entry, and the Importer of Record must provide the necessary Lacey Act documentation.

8. The Importer of Record is solely responsible for providing all HTSUS or classification numbers to the broker in a timely manner.

9. The Importer of Record is solely responsible for payment of all taxes and duties to the US Government.
    a. ODFL makes no express or implied warranties in connection with its services;
    b. Subject to (c) below, ODFL shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to the customer, including loss or damage to customer's goods, and ODFL shall in no event be liable for the acts of third parties;
    c. In connection with all services performed by the ODFL, the customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s);
    d. In the absence of additional coverage under (b) above, ODFL liability shall be limited to the following:
        i. where the claim arises from activities other than those relating to customs brokerage, $50.00 per shipment or transaction, or
        ii. where the claim arises from activities relating to "Customs business," **$50.00** per entry or the amount of brokerage fees paid to ODFL for the entry, whichever is less;
        iii. In no event shall ODFL be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.