TARIFF ODFL 665-J
Cancels
TARIFF ODFL 665-I

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: December 10, 2018

ISSUED BY
TODD A. POLEN
VP PRICING
500 OLD DOMINION WAY
THOMASVILLE, NC 27360
TARIFF ODFL 665-J  
RULES FOR AIR FREIGHT  

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

ITEM 2000

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.

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>MINIMUM</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address Correction</td>
<td>$15.00</td>
<td>Before delivery in same town, see reconsignment.</td>
</tr>
<tr>
<td>After Hours Pickup/Delivery</td>
<td>$25.00</td>
<td>as per quote.</td>
</tr>
<tr>
<td>Appointment Pickup/Delivery</td>
<td>$20.00</td>
<td>as per quote.</td>
</tr>
<tr>
<td>Attempt</td>
<td>$45.00</td>
<td>or $4.50 per cwt. Whichever is greater.</td>
</tr>
<tr>
<td>Beyond Points</td>
<td>as per quote.</td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>$35.00</td>
<td>or $5.00 per cwt. Whichever is greater.</td>
</tr>
<tr>
<td>Convention</td>
<td>$100.00</td>
<td>or $5.00 per cwt. Whichever is greater.</td>
</tr>
<tr>
<td>Debris Removal</td>
<td>$85.00</td>
<td>or $2.00 per cwt. Whichever is greater.</td>
</tr>
<tr>
<td>Declared Value</td>
<td>$25.00</td>
<td>$0.85 per $100.00. Values over $25,000.00. ODFL must be notified prior to shipping.</td>
</tr>
<tr>
<td>Detention/Waiting</td>
<td>$100.00</td>
<td>Per hour. First half hour is free.</td>
</tr>
<tr>
<td>Dim Weight</td>
<td>194 per cubic inch for domestic service. 166 per cubic inch for international service</td>
<td></td>
</tr>
<tr>
<td>Extra Man</td>
<td>$60.00</td>
<td>$40.00 per each additional 1/2 hour.</td>
</tr>
<tr>
<td>Fuel Surcharge *</td>
<td>$5.00</td>
<td>Current conditions.</td>
</tr>
<tr>
<td>Holidays</td>
<td>$85.00</td>
<td>as per quote.</td>
</tr>
<tr>
<td>Hotel</td>
<td>$15.00</td>
<td>or $4.50 per cwt. Whichever is greater.</td>
</tr>
<tr>
<td>Inside Pickup/Delivery</td>
<td>$40.00</td>
<td>or $4.50 per cwt. Whichever is greater.</td>
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<tr>
<td>Liftgate</td>
<td>$75.00</td>
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<tr>
<td>Military Pickup/Delivery</td>
<td>$35.00</td>
<td>or $4.50 per cwt. Whichever is greater.</td>
</tr>
<tr>
<td>Oversize *</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>Packing</td>
<td>$50.00</td>
<td>as per quote.</td>
</tr>
<tr>
<td>Pallet Jack</td>
<td>$15.00</td>
<td></td>
</tr>
<tr>
<td>Reconsignment</td>
<td>$25.00</td>
<td>or 10% of additional cost of delivery</td>
</tr>
<tr>
<td>Residential Pickup/Delivery</td>
<td>$40.00</td>
<td>or $4.50 per cwt. Whichever is greater.</td>
</tr>
<tr>
<td>School Pickup/Delivery</td>
<td>$40.00</td>
<td>or $4.50 per cwt. Whichever is greater.</td>
</tr>
<tr>
<td>SED</td>
<td>$50.00</td>
<td>Flat charge for filing Shipper's Export Declaration</td>
</tr>
<tr>
<td>Skid Fee</td>
<td>$9.50</td>
<td>per skid.</td>
</tr>
<tr>
<td>Special Event Pickup/Delivery</td>
<td>$50.00</td>
<td>as per quote.</td>
</tr>
</tbody>
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*Continued*
ITEM 2100  SHIPPERS LIABILITY - AIR FREIGHT

Shipper warrants and represents to Old Dominion Freight Line, Inc. ("ODFL"), that
  a) The information set forth on the face of the waybill is complete and accurate;
  b) 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;
  c) Is properly classified, described, packaged, marked and labeled;
  d) Is not a prohibited item as noted under Item 2260 nor classified as a hazardous material, and
  e) 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 - AIR FREIGHT

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 - AIR FREIGHT

See Item 2220 and Item 2240.

ITEM 2160  SHIPMENT SERVICE - AIR FREIGHT

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 - AIR FREIGHT

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 up to a maximum of $35.00 per
  pallet.

ITEM 2180  OVERCHARGE & CARGO CLAIMS - AIR FREIGHT

ODFL must receive all claims in writing for cargo loss, damage, or delay, including all supporting
  documentation, within the timeframes noted below:
  • Overcharge claims: within ninety (90) days after date of delivery of the shipment.
  • Concealed Damage claims: within five (5) business days after date of delivery of the shipment.
  • Perishable items: within forty eight (48) hours after date of delivery of the shipment.
  • ALL OTHER claims: within nine (9) months 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 - AIR FREIGHT

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 - AIR FREIGHT

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:
   i. the actual invoice value; or
   ii. the limitation of liability set forth in any applicable international convention; or
   iii. with respect to international air freight: a maximum of $13.28 per pound or $500 per occurrence; or
   iv. 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 per occurrence; or
   v. with respect to any commodities listed under Item 2260 (Prohibited Items), a maximum of $0.10 per pound or $500 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. ODFL 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 ODFL. 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 ODFL 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 ODFL, when such property WAS NOT initially transported by ODFL, will be limited to liability for lost freight only and ODFL 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 ODFL, when such property WAS initially transported by ODFL, delivered without exception, and ODFL is not given an opportunity to inspect prior to return, will be limited to liability for lost freight only and ODFL will have no liability for claimed damages.
ITEM 2240 LIABILITY LIMITATIONS - AIR FREIGHT

ODFL 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. ODFL 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 ODFL had knowledge that such damage might be incurred.

ITEM 2260 PROHIBITED OR RESTRICTED ARTICLES - AIR FREIGHT

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 per occurrence.

ITEM 2280 MAXIMUM VALUE - AIR FREIGHT

See Item 2220 for maximum carrier cargo liability limits.

ITEM 2300 WEIGHT AND DIMENSION VERIFICATION - AIR FREIGHT

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 2320 COLLECT ON DELIVERY - AIR FREIGHT

Collect on Delivery (C.O.D.) service is provided under the following conditions:

a) shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected in the "shipper's C.O.D. Box" on the front of the shipping document,

b) shipper must specify the type of payment to be received (e.g., check, money order or cashier's check) in the "Special Instructions Box" on the front of the shipping document; and

c) ODFL and shipper agree that ODFL does not guarantee warrant or verify that a check, money order, cashier's check or other such financial instruments is valid or negotiable. All payments are collected at shipper's risk.

ITEM 2340 SUBSTITUTE SERVICE - AIR FREIGHT

ODFL shall have the right without notice or approval to:

a) substitute alternate carriers or other means of transportation and,

b) select the routing or deviate from that shown on the face of the air waybill.
ITEM 2360  UNPAID CHARGES - AIR FREIGHT

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 - AIR FREIGHT

All invoices not paid within 30 days of invoice date will be subject to a charge of 1-1/2% per month.

ITEM 2400  LEGAL FEES, REIMBURSEMENT - AIR FREIGHT

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 - AIR FREIGHT

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 45 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, Optimal Services and Rules.

ITEM 2440  INTERNATIONAL SHIPMENTS - AIR FREIGHT

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 - AIR FREIGHT

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. ODFL 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 - AIR FREIGHT

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:

When the total amount outlaid by ODFL on behalf of customer is:
- Less than $50.00 .................. Outlay Fee will be $20.00
- $50.00 - $400.00 .................. Outlay Fee will be $35.00
- Greater than $400.00 ........... Outlay Fee will be $75.00 or 5% whichever is greater.

ITEM 2480   OPTIONAL HIGHER LEVELS OF CARRIER CARGO LIABILITY - AIR FREIGHT DOMESTIC LIMITATION OF CARRIER CARGO LIABILITY

(a) 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 ODFL is limited as set forth in Item 2220.

(b) The person and/or entity who tenders the shipment to ODFL 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 ODFL makes a claim on the shipment, the tendering party will defend, indemnify and hold ODFL harmless from all claims asserted over and above the sums set forth in this tariff, including all costs and attorney fees.

(c) Additional cargo liability is not available on certain commodities, including but not limited to all articles that are not transported by ODFL as set forth in Item 2260. If these commodities are inadvertently accepted, ODFL 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.

(d) Prior to tendering the domestic or international airfreight shipment to ODFL or its agent, 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 (f) below) by either:

• sending a written request to an ODFL representative that includes the full Covered Value to be protected for the shipment and receiving written confirmation of estimated price and agreed upon Covered Value of the shipment;* or

• 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 ODFL.*

* 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 ODFL using the rate formula and valuation calculation noted under (e) & (f) below for transporting the shipment at the agreed upon higher level of carrier cargo liability.

This page is a part of ODFL 665 Tariff. To view entire document, please go to www.odfl.com/Content/OtherTariffRules.
(e) ODFL offers additional cargo liability at the following rates, which are provided for information only and are subject to change (please contact ODFL for the current rates applicable to your shipment):

The current market rate per $100 of value (based on the valuation calculation noted under (f) below), subject to a $50 minimum charge per shipment for domestic and international Air Freight EXCEPT for those shipments to countries that:
   i. ODFL is prohibited from entering due to US economic sanctions against that country; or
   ii. ODFL has noted in writing that this type of transportation service is not available to that particular country.

(f) Value is calculated using the Covered Value requested by the Customer, plus freight charges, plus 10%. 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. This notation can be made on the bill of lading as either “Covered Value requested at $2,000” or “Additional Cargo Liability of $2,000”

(g) Unless Customer receives from ODFL written confirmation and approval for an amount higher than what is noted below PRIOR TO tendering the domestic or international airfreight shipment to ODFL or its agent, additional cargo liability cannot exceed:
   i. $250,000 per shipment - new commodities; or
   ii. $15,000 per shipment - used commodities, reconditioned commodities, refurbished 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. Under no circumstances will additional cargo liability exceed the amount of Covered Value (plus freight charges) requested and agreed to on the bill of lading or the invoice costs.

(h) This higher level of carrier cargo liability commences from the time ODFL or its agent takes possession of the approved commodities and continues in force during the ordinary and customary course of transit to the final destination. ODFL 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 ODFL or its agent.

(i) ODFL shall not be liable for a higher level of carrier cargo liability through any unilateral act of the Customer. In no event shall ODFL’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. ODFL shall also not be liable for damages caused by or resulting from the events noted under Item 2240. Also, charges associated with adding additional cargo liability are not recoverable in the event of a cargo claim for loss or damage.

(j) See Item 2180 for cargo claim instructions and timeframes.

ITEM 2481 HIGHER LEVELS OF CARRIER CARGO LIABILITY - AIR FREIGHT INTERNATIONAL

ODFL 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 - AIR FREIGHT

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 - AIR FREIGHT

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.

AS AN 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 - AIR FREIGHT

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 - AIR

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 filing 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 ocean 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 $2500 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 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 $50 per filing for filing with up to 5 Schedule B Numbers. After 5 Schedule B Numbers, the additional cost is $10 per Schedule B Number. It is the exporter of record responsibility to provide an accurate Schedule B Number to ODFL.

ITEM 2560 HARMONIZED TARIFF SCHEDULE US (HTSUS) AND SCHEDULE B RESEARCH AND CONSULTATION CHARGES

When ODFL is required or requested to provide the importer or exporter with the HTSUS or Schedule B Classification numbers, the service will be provided at a cost of $35.00 for the first five (5) classification line items and $10.00 per classification or Schedule B line item numbers thereafter, subject to a Minimum Charger per request of $35.00.

The importer or exporter is responsible for providing to ODFL the necessary product details such as but not limited to description, value or country of origin.
ITEM 2570

CUSTOM CLEARANCE - INTERNATIONAL AIR

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

1. Consumption Entry Fee of $125.00 per entry with five or less line items, no Other Government Agencies (OGA), no VISA and no Quota
2. Shipments that exceed five line items will be charged $7.00 per line item for any lines in excess of five.
3. If Other Government Agencies are involved, an additional charge of 60.00 per government agency will be applied.
4. In the importer of record does not have a continuous bond in place, a single entry bond will be required. The charges are $7.00 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. If the entry cannot be filed via remote location filing (RLF), an additional cut port brokerage fee of $5.00 per entry will be charged.
7. For shipments with multiple commercial invoices, an additional fee of $15.00 per additional invoice will be charged.
8. 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.
9. The Importer of Record is solely responsible for providing all HTSUS or classification numbers to the broker in a timely manner.
10. 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 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.
<table>
<thead>
<tr>
<th>REFERENCE MARK</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>@</td>
<td>Addition.</td>
</tr>
<tr>
<td>%</td>
<td>Percent.</td>
</tr>
<tr>
<td>AQ</td>
<td>Any Quantity.</td>
</tr>
<tr>
<td>c/o</td>
<td>Care of.</td>
</tr>
<tr>
<td>COD</td>
<td>Collect on Delivery.</td>
</tr>
<tr>
<td>Conc.</td>
<td>Concluded.</td>
</tr>
<tr>
<td>Cont.</td>
<td>Continued.</td>
</tr>
<tr>
<td>Cwt.</td>
<td>Per 100 lbs.</td>
</tr>
<tr>
<td>Cy</td>
<td>County.</td>
</tr>
<tr>
<td>DOT</td>
<td>Department of Transportation.</td>
</tr>
<tr>
<td>HGB</td>
<td>Household Goods Carrier's Bureau</td>
</tr>
<tr>
<td>HGCB</td>
<td>Household Goods Carrier's Bureau</td>
</tr>
<tr>
<td>LSC</td>
<td>Applicable only on LTL shipments weighing less than 500 lbs.</td>
</tr>
<tr>
<td>lbs</td>
<td>pounds.</td>
</tr>
<tr>
<td>LTL</td>
<td>Less than Truckload.</td>
</tr>
<tr>
<td>L/T</td>
<td>Less than Truckload.</td>
</tr>
<tr>
<td>M</td>
<td>Denotes thousand pounds.</td>
</tr>
<tr>
<td>MC</td>
<td>Minimum charge in cents per shipment, except as noted.</td>
</tr>
<tr>
<td>M5C</td>
<td>Applicable only on LTL shipments weighing 500 pounds or more, or on which charges are assessed on the basis of 500 pounds, but less than 1,000 pounds.</td>
</tr>
<tr>
<td>M1M</td>
<td>Applicable only on LTL shipments weighing 1,000 pounds or more, or on which charges are assessed on the basis of 1,000 pounds but less than 2,000 pounds.</td>
</tr>
<tr>
<td>M2M</td>
<td>Applicable only on LTL shipments weighing 2,000 pounds or more, or on which charges are assessed on the basis of 2,000 pounds but less than 5,000 pounds.</td>
</tr>
<tr>
<td>M5M</td>
<td>Applicable only on LTL shipments weighing 5,000 pounds or more, or on which charges are assessed on the basis of 5,000 pounds but less than 10,000 pounds.</td>
</tr>
<tr>
<td>M10M</td>
<td>Applicable only on LTL shipments weighing 10,000 pounds or more, or on which charges are assessed on the basis of 10,000 pounds but less than 20,000 pounds.</td>
</tr>
<tr>
<td>M20M</td>
<td>Applicable only on LTL shipments weighing 20,000 pounds or more, or on which charges are assessed on the basis of 20,000 pounds but less than 30,000 pounds.</td>
</tr>
<tr>
<td>M30M</td>
<td>Applicable only on LTL shipments weighing 30,000 pounds or more, or on which charges are assessed on the basis of 30,000 pounds but less than 40,000 pounds.</td>
</tr>
<tr>
<td>M40M</td>
<td>Applicable only on LTL shipments weighing 40,000 pounds or more, or on which charges are assessed on the basis of 40,000 pounds</td>
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<tr>
<td>(NA)</td>
<td>Denotes not applicable.</td>
</tr>
<tr>
<td>NFB</td>
<td>Niagara Frontier Tariff Bureau, Inc., Agent</td>
</tr>
<tr>
<td>REFERENCE MARK</td>
<td>EXPLANATION</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------</td>
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<tr>
<td>NMFC</td>
<td>National Motor Freight Classification.</td>
</tr>
<tr>
<td>NOI</td>
<td>Not otherwise more specifically described in NMFC.</td>
</tr>
<tr>
<td>ODFL</td>
<td>Old Dominion Freight Line, Inc.</td>
</tr>
<tr>
<td>SMC</td>
<td>Southern Motor Carriers, Agent.</td>
</tr>
<tr>
<td>STB</td>
<td>Surface Transportation Board.</td>
</tr>
<tr>
<td>Thru</td>
<td>Through.</td>
</tr>
<tr>
<td>TL</td>
<td>Truckload.</td>
</tr>
<tr>
<td>VMW</td>
<td>Volume Minimum Weight.</td>
</tr>
<tr>
<td>VOL or Vol</td>
<td>Volume.</td>
</tr>
<tr>
<td>(x)</td>
<td>Except as noted.</td>
</tr>
<tr>
<td>()</td>
<td>Where this reference mark appears, containing a supplement number, it denotes that such referenced item or provisions is reissued without change from that supplement. Consult that supplement for effective date of change.</td>
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</table>