

TARIFF ODFL 100-F  
SECTION 2  
RULES FOR AIR FREIGHT

---

ITEM 2000-A

This section of the ODFL 100 Rules Tariff shall be considered as an addition to all of the other applicable rules contained in the ODFL 100 Rules Tariff and to the extent that any rules in this section differ or conflict with any other provisions contained herein, rules in this section shall take precedence.

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

TARIFF ODFL 100-F

SECTION 2  
 RULES FOR AIR FREIGHT  
 (For applicaton, see Item 2000)

ITEM 2050 @

ACCESSORIAL CHARGES - AIR FREIGHT

SERVICE	MINIMUM	RATE
ADDRESS CORRECTION	\$15.00	Before delivery in same town, see reconsignment.
AFTER HOURS PICKUP/DELIVERY	\$25.00	as per quote.
APPOINTMENT PICKUP/DELIVERY	\$20.00	as per quote.
ATTEMPT	\$45.00	or \$4.50 per cwt. whichever is greater.
BEYOND POINTS	...	as per quote.
CONSTRUCTION	\$35.00	or \$5.00 per cwt. whichever is greater.
CONVENTION	\$100.00	or \$5.00 per cwt. whichever is greater.
DEBRIS REMOVAL	\$85.00	or \$2.00 per cwt. whichever is greater.
DECLARED VALUE	\$25.00	\$0.85 per \$100.00. Values of over \$25,000.00 ODFL must be notified prior to shipping.
DETENTION/WAITING	\$100.00	First half hour is free.
	per hr.	
DIM WEIGHT	...	194 per cubic inch for domestic service. 166 per cubic inch for international service.
EXTRA MAN	\$60.00	\$40.00 per each additional 1/2 hour.
FUEL SURCHARGE	...	Current conditions.
HOLIDAYS/	\$85.00	as per quote.
HOTEL	\$15.00	or \$4.50 per cwt. whichever is greater.
INSIDE DELIVERY/PICKUP	\$40.00	or \$4.50 per cwt. whichever is greater.
LIFTGATE	\$75.00	
MILITARY PICKUP/DELIVERY	\$35.00	or \$4.50 per cwt. whichever is greater.
OVERSIZE	See Chart	Any single dimension of 119" or more or a piece with total dimensions (L*W*H) exceeding 213" is considered oversize. Charges for a shipment with single dimension of 119" or more will be charged 155% of standard rate. Charges for a shipment with total dimensions of 213" or more will be charged: 0 to 399 lbs. - 200%; 400 to 999 lbs. - 225%; 1000 lbs. or more - 250%; of standard rate. Oversize shipment can not be guaranteed!
PACKING	\$50.00	as per quote.
PALLET JACK	\$15.00	
RECONSIGNMENT	\$25.00	or 10% of additional cost of delivery. (Conc. on follownig page)

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

TARIFF ODFL 100-F

SECTION 2  
 RULES FOR AIR FREIGHT  
 (For applicaton, see Item 2000)

ITEM 2050 @  
 (Conc.)

ACCESSORIAL CHARGES - AIR FREIGHT

SERVICE	MINIMUM	RATE
RESIDENTIAL PICKUP/DELIVERY	\$40.00	or \$4.50 per cwt. whichever is greater.
SCHOOL PICKUP/DELIVERY	\$40.00	or \$4.50 per cwt. whichever is greater.
SED	\$50.00	Flat charge for filing Shipper's Export Declaration
SKID FEE	\$9.50	per skid.
SPECIAL EVENT PU/DEL.	\$50.00	as per quote.
WAREHOUSE STORAGE	\$15.00	per day. First 48 hours free, then \$4.00 per cwt. per day or minimum whichever is greater.
WAYBILL CORRECTION	\$15.00	\$15.00 before delivery. \$25.00 after delivery.

ITEM 2100-A

SHIPPERS LIABILITY - AIR FREIGHT

Shipper warrants and represents to Old Dominion Freight Line, 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 and;
- (d) 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. Shippers violation of any of these warranties will excuse Old Dominion Freight Line 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 Old Dominion Freight Line for all claims, fines, penalties, damages, costs, or other sums, including reasonable attorney's fees, incurred by Old Dominion Freight Line as a result of such violation.

ITEM 2120-A

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.

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

TARIFF ODFL 100-F

SECTION 2  
RULES FOR AIR FREIGHT  
(For applicaton, see Item 2000)

---

ITEM 2140-A

CARRIER LIABILITY - AIR FREIGHT

Old Dominion Freight Line 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 Old Dominion Freight Line had knowledge that such damage might be incurred.

---

ITEM 2160-A

SHIPMENT SERVICE - AIR FREIGHT

Due to the inherent nature of the transportation business, Old Dominion Freight Line 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 2180-A

OVERCHARGE CLAIMS - AIR FREIGHT

Overcharge claims must be received in writing within 90 days after date of delivery of the shipment. Cargo claims must be received in writing within 9 months after the delivery by Old Dominion Freight Line or the expected delivery date. For concealed damage or loss claims, Old Dominion Freight Line must be notified of concealed damage or concealed loss within 7 days of delivery and must be allowed to make inspection of the shipment and its packaging material(s) at the place of delivery, except that perishables must be reported within 48 hours of delivery

---

ITEM 2200-A

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 years after the claim has been denied in writing by Old Dominion Freight Line in whole or in part.

---

ITEM 2220-A

MINIMUM LIABILITY - AIR FREIGHT

Old Dominion Freight Line's liability, in the absence of a higher declared value for carriage, is limited to a minimum of \$50.00 per shipment or \$0.50 per pound per shipment, whichever is greater, for lost, damaged, or misdelivered cargo. These limitations are subject to provisions as published in ITEM 594 of this tariff in effect at the time of the shipment.

---

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

TARIFF ODFL 100-F

SECTION 2  
RULES FOR AIR FREIGHT  
(For applicaton, see Item 2000)

---

ITEM 2240-A

LIABILITY LIMITATIONS - AIR FREIGHT

Old Dominion Freight Line 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.

---

ITEM 2260-A

PROHIBITED OR RESTRICTED ARTICLES - AIR FREIGHT

Unless otherwise expressly provided in a written agreement, and subject to the conditions or restrictions contained herein or as amended in ITEM 780, the following articles will not be accepted for transportation: any shipment prohibited by law; original works of art; antiques; bonds, coins of any kind; 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; one-of-a-kind articles or models; Prototypes; valuable rugs (i.e. oriental rugs, Persian rugs); printed lithographs; and such other articles provided in the Old Dominion Freight Line governing tariffs. Old Dominion Freight Line shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in the shipping document, and no employee or agent of Old Dominion Freight Line has any authority to accept for transportation such articles or to waive the limitations contained herein. Shipments with a declare value of \$25,000.00 or greater must have written approval before shipment can be accepted.

Should Old Dominion Freight Line inadvertently accept for transportation any items described in the preceding paragraph, then Old Dominion Freight Line's liability would follow the guidelines as provided in ITEM 2220.

---

ITEM 2280-A

MAXIMUM VALUE - AIR FREIGHT

Unless shipper has purchased declared value insurance for shipments having a declared value over \$25,000.00, Old Dominion Freight Line must be given advanced notice before pick up and have been given written approval to accept and transport shipments with a declared value in excess of \$25,000. Liability for aggregate losses at any one time at any one place is limited to \$50,000.00.

---

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

TARIFF ODFL 100-F

SECTION 2  
RULES FOR AIR FREIGHT  
(For applicaton, see Item 2000)

---

ITEM 2300-A

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. Old Dominion Freight Line reserves the right to reweigh or to verify dimensions of shipment. Shipments are subject to inspection by Old Dominion Freight Line; however, it is not obligated to perform such inspection as provided by our tariff.

---

ITEM 2320-A

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) Old Dominion Freight Line and shipper agree that Old Dominion Freight Line 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-A

SUBSTITUTE SERVICE - AIR FREIGHT

Old Dominion Freight Line 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-A

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 Old Dominion Freight Line by reason of any violation of this tariff or any other default of the shipper or consignee or their agents. Old Dominion Freight Line shall have a lien on any goods shipped for failure to pay charges billed for the shipment pursuant to this tariff. Old Dominion Freight Line may refuse to surrender possession of the shipment until such charges are paid.

---

ITEM 2380-A

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.

---

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

TARIFF ODFL 100-F

SECTION 2  
RULES FOR AIR FREIGHT  
(For applicaton, see Item 2000)

---

ITEM 2400-A

LEGAL FEES, REIMBURSEMENT - AIR FREIGHT

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

---

ITEM 2420-A

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 2440-A

INTERNATIONAL SHIPMENTS - AIR FREIGHT

On International shipments, the rules as established by the Warsaw Convention shall apply. Old Dominion Freight Line accepts air waybill as a shipper's letter of instruction with authorization to prepare and sign on shipper's behalf an international shipping document. Old Dominion Freight Line 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-A

TIME SPECIFIC DELIVERY - AIR FREIGHT

Carrier has several pricing offers which involve time specific periods for delivery as AM or PM. If a shipment requests a time specific delivery and a service failure occurs, except as provided in ITEM 2240, ODFL shall reduce the total charges by twenty percent (20 %) at customer's request. A request for such reduction must be received by ODFL within thirty (30) calendar days of actual or expected delivery.

---

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

TARIFF ODFL 100-F

SECTION 2  
RULES FOR AIR FREIGHT  
(For applicaton, see Item 2000)

---

ITEM 2480-A

INSURANCE - AIR FREIGHT

ODFL can provide for insurance on prepaid shipments only conveyed by air carriers, subject to the following terms and conditions:

1. COMMODITIES: New commercial merchandise and other lawful merchandise incidental to the insured. However, coverage is not applicable to household goods, personal effects, and all articles as defined in Item 780 of the ODFL Rules 100 Tariff.
  2. DECLARATION: The request for insurance must be declared on the original Bill of Lading before the shipment is picked up by ODFL or its agent.  
FOR EXAMPLE: "Insurance of \$25,000 requested."  
ODFL will not accept any request for insurance on a corrected waybill or bill of lading after the shipment has been picked up by ODFL. Coverage commences from the time ODFL or its agent takes possession of the goods and continues in force during the ordinary and customary course of transit to the final destination.
  3. VALUATION: Valued at amount of invoice that has been supplied by the shipper/or consignee on the bill of lading, freight charges, plus 10%.
  4. LIMITS OF LIABILITY: Regardless of the declared value the maximum limit of liability for air coverage shall be \$50,000.00 for any one aircraft any once occurrence, any one event, or any one loss.
  5. PERILS EXCLUDED: This policy does not insure against loss or damage caused by or resulting from the following:
    - a. Delay, loss of market, loss of use, interruption of business, or any consequential damages
    - b. Mechanical breakdown, inherent vice or defect, wear and tear, insects, vermin, or gradual deterioration
    - c. Neglect of the Assured to use all reasonable means to save and preserve the property at the time of or after any loss or damage
    - d. Insurance is not in effect due to any nuclear incident, radiation, contamination, controlled or uncontrolled, while shipments are in possession of ODFL.
  6. RATES: For and in consideration of the insurance provided by ODFL, charges shall be assessed at a rate of \$1.00 per one hundred dollars of valuation as defined in Item 4 above, subject to a \$150.00 minimum charge.
  7. CLAIMS: Should any loss or damage claims occur, all claims must be submitted to ODFL for its determination of liability within nine (9) months of the date of delivery or the expected date of delivery. Valid claims shall be paid to claimant by ODFL. Claims for concealed loss or damage must be submitted within 15 calendar days of delivery so ODFL can respond with a proper inspection of the freight and circumstances. Failure to advise ODFL timely will lead to the claim request being denied. All other provisions of the ODFL Rules 100 Tariff are incorporated herein except to the extent modified in this Rule.
- 

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

TARIFF ODFL 100-F

SECTION 2  
RULES FOR AIR FREIGHT  
(For applicaton, see Item 2000)

---

ITEM 2500-A

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.

---

ITEM 2520-A

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 194.

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 831 pounds.  $(40 \times 48 \times 84) = 831$ .

-----  
194

---

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