



**TARIFF ODFL 665-C
CANCELS
ODFL 665-B**

OLD DOMINION

FREIGHT LINE, INC.

MC – 107478

BETWEEN POINTS IN THE UNITED STATES

AND

**BETWEEN POINTS IN THE UNITED STATES, ON THE ONE HAND,
AND POINTS IN CANADA, ON THE OTHER HAND**

AIR FREIGHT RULES TARIFF

**THIS TARIFF APPLIES ON INTERSTATE, INTRASTATE AND FOREIGN COMMERCE
AND THEN ONLY ON SHIPMENTS HAVING A PRIOR OR SUBSEQUENT MOVE VIA AIR.**

**FOR REFERENCE TO GOVERNING PUBLICATIONS, SEE ITEM 100 OF
RULES TARIFF ODFL 100 SERIES.**

EFFECTIVE: August 27, 2009

ISSUED BY:

PRICING DEPARTMENT

500 OLD DOMINION WAY

THOMASVILLE, NORTH CAROLINA 27360

TARIFF ODFL 665-C

RULES FOR AIR FREIGHT

ITEM 2000

This Tariff is from Section 2 of the ODFL 100 Rules Tariff and shall be considered as an addition to all of the other applicable rules. To the extent that any rules in this Tariff differ or conflict with any other provisions contained in ODFL Tariff 100 Series, rules in this Tariff shall take precedence.

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

TARIFF ODFL 665-C

RULES FOR AIR FREIGHT
(For application, see Item 2000)

(For application, 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	...	All Speed Service On Demand shipments are subject to size and weight verification by ODFL and/or an agent or carrier operating on behalf of ODFL. Shipments which are oversized at the time of weight and size verification may incur additional charges. Shipments that move via Aircraft which exceed 117 inches in length, 121 inches in width, or 74 inches in height may be deemed oversize and could be subject to additional surcharges with a minimum surcharge amount of \$6,000.00 in addition to all other applicable charges.
PACKING	\$50.00	as per quote.
PALLET JACK	\$15.00	
RECONSIGNMENT	\$25.00	or 10% of additional cost of delivery. (Conc. on following page)

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

SECTION 2
RULES FOR AIR FREIGHT
(For application, 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

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

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.

ITEM 2140

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

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 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 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

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

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.

ITEM 2240

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

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

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.

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. 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

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

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.
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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 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

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.

ITEM 2400

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

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

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

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.

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 \$50.00Outlay Fee will be \$0

\$50.00 - \$400.00Outlay Fee will be \$5

Greater than \$400.00Outlay Fee will be \$50

or 5% whichever is greater.

ITEM 2480

FULL VALUE COVERAGE - AIR FREIGHT DOMESTIC

ODFL can provide for Full Value Coverage on prepaid shipments only conveyed by domestic 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 Full Value Coverage must be declared on the original Bill of Lading before the shipment is picked up by ODFL or its agent.

FOR EXAMPLE: "Full Value Coverage of \$25,000 requested."

ODFL will not accept any request for Full Value Coverage on a corrected waybill or bill of lading after the shipment has been picked up by ODFL or its agent. 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. Full Value Coverage 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 Full Value Coverage provided by ODFL, charges shall be assessed at a rate of \$1.00 per one hundred dollars of valuation as defined in Item 3 or 4 above, subject to a \$45.00 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.

ITEM 2481

FULL VALUE COVERAGE - AIR FREIGHT INTERNATIONAL

ODFL can provide for Full Value Coverage on prepaid shipments only conveyed by international 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 Full Value Coverage must be declared on the original Bill of Lading before the shipment is picked up by ODFL or its agent.

FOR EXAMPLE: "Full Value Coverage of \$25,000 requested."

ODFL will not accept any request for Full Value Coverage on a corrected waybill or bill of lading after the shipment has been picked up by ODFL or its agent. 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. Full Value Coverage 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 Full Value Coverage provided by ODFL, charges shall be assessed at a rate of:

a. \$1.00 per one hundred dollars of valuation for shipments valued at a value of less than \$100,000 as defined in Item 3 or 4 above.

b. \$0.70 per one hundred dollars of valuation for shipments valued at a value of \$100,000 or more as defined in Item 3 or 4 above.

c. The minimum charge shall be not less than \$45.00 regardless of valuation.

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.

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.

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 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 X 48 X 84) = 831.

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 \$150.00 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.
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ITEM 15000

EXPLANATION OF REFERENCE MARKS FOR STANDARD USE THROUGHOUT THE TARIFF,
AS AMENDED

REFERENCE MARK	EXPLANATION
@.....	Addition.
%.....	Percent.
AQ.....	Any Quantity.
c/o.....	Care of.
COD.....	Collect on Delivery.
Conc....	Concluded.
Cont....	Continued.
Cwt.....	Per 100 lbs.
Cy.....	County.
DOT.....	Department of Transportation.
HGB.....	Household Goods Carrier's Bureau.
HGCB ...	Household Goods Carrier's Bureau.
L5C.....	Applicable only on LTL shipments weighing less than 500 lbs.
lbs.....	pounds.
LTL.....	Less than Truckload.
L/T.....	Less than.
M.....	Denotes thousand pounds.
MC.....	Minimum charge in cents per shipment, except as noted.
M5C.....	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.

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

TARIFF ODFL 665

RULES FOR AIR FREIGHT

ITEM 15000

(Conc.)

EXPLANATION OF REFERENCE MARKS FOR STANDARD USE THROUGHOUT THE TARIFF,
AS AMENDED

REFERENCE MARK	EXPLANATION
M1M.....	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.
M2M.....	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.
M5M.....	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.
M10M....	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.
M20M....	Applicable only on TL 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.
M30M....	Applicable only on TL 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.
M40M....	Applicable only on TL shipments weighing 40,000 pounds or more, or on which charges are assessed on the basis of 40,000 pounds,
(NA).....	Denotes not applicable.
NFB.....	Niagara Frontier Tariff Bureau, Inc., Agent
NMFC....	National Motor Freight Classification.
NOI.....	Not otherwise more specifically described in NMFC.
ODFL....	Old Dominion Freight Line, Inc.
SMC.....	Southern Motor Carriers, Agent.
STB.....	Surface Transportation Board.
Thru....	Through.
TL.....	Truckload.
VMW.....	Volume Minimum Weight.
VOL or Vol.....	Volume.
(x).....	Except as noted.
{ }.....	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.

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