

TARIFF ODFL 100-H

SECTION 3
OCEAN RULES

(For application, see Item 3100)

ITEM 3240

CUSTOM CLEARANCE - OCEAN AND INTERNATIONAL AIR

All shipments where the Importer of Record has requested Customs Clearance through Old Dominion 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 \$6.00 per \$1,000.00 of commercial value with a minimum charge of \$60.00 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 out port brokerage fee of \$95 per entry will be charged.
 7. For shipments with multiple commercial invoices, an additional fee of \$15 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) Old Dominion makes no express or implied warranties in connection with its services;
- (b) Subject to (c) below, Old Dominion 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 Old Dominion shall in no event be liable for the acts of third parties;

(Conc. on following page)

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

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- (c) In connection with all services performed by the Old Dominion, 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, Old Dominions 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 Old Dominion for the entry, whichever is less;
 - (iii) In no event shall Old Dominion 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.

ITEM 3245

IMPORT SECURITY FILING (ISF)

- (a) The customer acknowledges they are required to review all documents and declarations prepared and/or filed with the Customs Services, other Government Agency and/or third parties, and will immediately advise the Old Dominion of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data Old Dominion relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by customer; customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold Old Dominion harmless from any and all claims asserted and/or liability or losses suffered by reason of the customer's failure to disclose information or any incorrect or incomplete or false statement by the customer or its agent, representative or contractor upon which Old Dominion reasonably relied. The customer agrees that the customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods;

(Conc. on following page)

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