

## TARIFF ODFL 100 – O

Effective 3/2/2020

### ITEM 430 – COLLECT ON DELIVERY (COD) SHIPMENTS

Collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

1. COD amount:
  - a. Carrier will not accept COD shipments when the amount to be collected exceeds \$5,000.00.
  - b. If a shipment with a COD amount over \$5,000.00 is inadvertently accepted, Carrier's maximum liability will be \$5,000.00 if the COD amount is not collected.
  - c. Only one COD amount may be shown and may not be subject to time or conditions of payment. The name and street of consignor and consignee must be shown on bill of lading.
2. Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading-Short Form" or "Straight" bill of lading forms as shown in the NMFC. The letters "COD" must be stamped, typed or written on all bills of lading immediately before name of consignee; OR, "COD" in red letters at least one inch in height with thickness of stroke 1/4 inch thick or greater must be stamped or printed across the face of all bills of lading.
3. Packaging:
  - a. Each package must be plainly marked, labeled or tagged by consignor showing letters COD and the name and address of consignor and consignee in accordance with Item 580 of the NMFC.
  - b. COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill may be tendered on one bill of lading.
  - c. If consignor desires to forward invoice or collection papers, they must be securely attached to the Bill of Lading must show the following information:

*"Attached invoice (or invoices) to accompany shipment to destination."*
4. COD shipments will not be accepted if instructed to deliver the freight to one location or consignee and collect the COD from another party or location. In the event Carrier inadvertently accepts a shipment including these instructions, the shipment will be stopped until a corrected bill of lading is received from the shipper or instructions given from the shipper to return the freight. All applicable rates and charges apply in accordance with the Uniform Bill of Lading Terms and Conditions.
5. COD shipments will not be accepted for transportation subject to inspection or trial by consignee or when bearing instructions to make partial delivery.
  - a. Carrier is responsible for delivery of the shipment in accordance with the bill of lading contract.
  - b. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, Carrier is responsible for disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable.
  - c. In the event the consignee refuses payment, Carrier will not deliver the freight and will seek further instructions from the shipper in accordance with applicable sections of the Uniform Bill of Lading Terms and Conditions.
6. Intoxicating beverages may be handled COD only under the provisions provided by State Laws of the State in which the point of destination is located. (See Section 389 of Title 18 of the United States Code Annotated.)
7. The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee.
8. Only the following forms of payment will be accepted in payment of COD amounts:
  - a. Bank cashier's checks;
  - b. Bank certified check;
  - c. Money order; or
  - d. Personal check or company check.
    - i. Shipper must inform Carrier if personal or company check is not acceptable.
    - ii. All checks and money orders shall be made payable to the consignor.
    - iii. Carrier will accept checks and money orders only as the agent of the consignor and Carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to consignor.
    - iv. All checks (including cashier's checks and certified checks) and money orders tendered in payment of CODs will be accepted by Carrier at shipper's risk including but not limited to risk of non-payment and forgery, and Carrier shall not be liable under any such instrument.
  - e. The charge for collecting and remitting the requested COD funds for COD shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the bill of lading.

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- f. Collection or remitting charges for freight or other lawful charges due Carrier shall be paid separately to Carrier and must not be included in the checks or money orders made payable to the consignor.
  - g. Upon collection of a COD bill, Carrier collecting same shall promptly remit each COD collection directly to the consignor within ten (10) days after delivery of the COD shipment to the consignee. If the COD shipment moved in interline service the delivering carrier shall, at the time of remittance of the COD collection to the consignor, notify the originating carrier of such remittance.
9. Carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment:
- a. Number and date of freight bill;
  - b. Name and address of shipper;
  - c. Name and address of consignee;
  - d. Date shipment delivered;
  - e. Amount of COD;
  - f. Date collected by Carrier;
  - g. Date remitted to shipper;
  - h. Check number or other identification of remittance to payee.
10. Carrier's charges for collecting and remitting the COD amount for each COD shipment will be as follows:
- |                     |                      |
|---------------------|----------------------|
| FEE.....            | 8% of the COD amount |
| MINIMUM CHARGE..... | \$125.00             |
11. COD shipments of explosives designated as "Class A and Dangerous Explosives" or "Class B Less Dangerous Explosives" referred to in the Hazardous Materials Tariff (HMT) will not be accepted.
12. Carrier will change the status of COD shipments subject to the following provisions and charges:
- a. Carrier will accept only written instructions from the shipper to return the shipment or to change the bill of lading provisions for COD shipments subject to the provisions of this item by increasing, reducing or cancelling the COD amount, subject to an additional charge of **\$35.00**, which must be prepaid or guaranteed to the satisfaction of Carrier.
  - b. Carrier is not obligated to execute the changes named in this Section, but upon request a reasonable effort will be made to do so, subject to the provisions in this Item.
  - c. Carrier will, upon written authorization from consignor, change the form of payment of COD amounts subject to additional charges as provided in (a)(1) above. If the request is received after the shipment has been tendered for delivery and refused by the consignee, the shipment will also be assessed the applicable redelivery charge as provided in Item 830, or applicable customer pricing agreement, in addition to the charge for changing the acceptable form of payment. The consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.
13. Carrier shall not be liable for the collection of the COD amount whenever either of the following two conditions apply:
- a. When the shipper fails to mark the bill of lading in compliance with Sections 1 and 2 of this item; or,
  - b. When Carrier inadvertently fails to collect the proper COD amount and the shipper files no claim for same within 30 days of the shipment's delivery.