

TARIFF ODFL 100 – O

Effective 9/1/2020

ITEM 594 – MAXIMUM CARRIER CARGO LIABILITY

SECTION 1: APPLIES WORLDWIDE as well as domestic Interstate and Intrastate UNLESS LIMITED BY Sections 2 through 9 of this Item 594 below:

(See NOTES 1A, 1B, 1C, 1D, and 1E)

SECTION 2: CANADA - any inland portion of a shipment that originates FROM Canada

SECTION 3: MEXICO - any portion of an inland shipment while within the borders of Mexico

SECTION 4: AIR FREIGHT - governed by Tariff 665 - any shipment that falls under the definition of Air Freight as defined by Tariff 665.

SECTION 5: OCEAN - any OCEAN shipment while on the OCEAN starting from receipt by port of origin until discharge from receiving port to customer or Carrier.

SECTION 6: INLAND - any shipment that is exclusively inland outside of the 48 Contiguous States, Alaska, Hawaii, Canada, Mexico, or Puerto Rico

SECTION 7: HAWAII – governed by Tariff 503 - any shipment either originating from HAWAII or final destination is HAWAII (including shipment in between the islands of HAWAII) as defined by Tariff 503.

SECTION 8: ALASKA – governed by Tariff 501 - any shipment either originating from ALASKA or final destination is ALASKA as defined by Tariff 501.

SECTION 9: CARIBBEAN – governed by Tariff 502 - any shipment either originating from the CARIBBEAN or final destination is in CARIBBEAN as defined by Tariff 502.

SECTION 1

(a) Carrier's maximum carrier cargo liability for loss, damage, or destruction to any shipment or part thereof shall be limited to:

1. if the commodity is listed under Item 594-1, the lowest sum set forth below:

- i. actual invoice value; or
- ii. replacement cost; or
- iii. limitation of liability set forth in Item 594-1.

2. if the commodity is NOT listed under Item 594-1, the lowest sum set forth below:

- i. actual invoice value; or
- ii. replacement cost; or
- iii. for new commodities - a maximum of \$5.00 per pound or \$50,000 per occurrence; or
- iv. for all used, reconditioned or refurbished commodities - a maximum of \$0.10 per pound or \$10,000 per occurrence; or
- v. for all commodities defined by the NMF and for which a limitation of liability is set forth in the NMF - the applicable limited liability provisions of the NMF.

This maximum level of carrier cargo liability applies only to the weight of the lost or damaged commodities unless limited by this Section 1 or the procedures for securing a higher level of carrier cargo liability at a higher transportation charge as set forth in Item 574. All values are in US Dollars unless otherwise noted.

- (b) See Section 1 (a) above for Carrier's maximum carrier cargo liability for loss, damage or destruction to any shipment or part thereof in connection with the Spot Quote or Volume Quote pricing system.
- (c) See Section 1 (a) above for Carrier's maximum carrier cargo liability for loss, damage or destruction to any shipment or part thereof in connection with commodities listed under Item 594-1.
- (d) Liability for loss, damage, or destruction for freezable commodities shall be subject to the limitations as provided in Item 810. Unless the bill of lading is clearly marked as "Protect From Freezing", Carrier will not be liable for loss, damage or destruction resulting from failure to furnish required protection.
- (e) The procedure for securing higher levels of carrier cargo liability is set forth in Item 574. Carrier 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 Carrier. 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.

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- (f) Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by Carrier to determine liability.
- (g) Carrier must receive all claims for cargo loss or damage including all supporting documentation, within nine (9) months of the date of delivery or, if lost, the date delivery was anticipated and Carrier must be allowed to perform a proper inspection of the freight and circumstances of the claimed loss or damage. Carrier must be notified of any claims for concealed loss or damage within five (5) business days from the date of delivery and Carrier must be allowed to perform a proper inspection of the freight and circumstances of the claimed loss or damage. (See NOTE 1E) 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 Carrier shall have no liability for the claim. Civil actions instituted against Carrier shall be instituted no later than two (2) years from the day when written or electronic notice is given by Carrier to claimant that Carrier has disallowed the claim or part thereof. When civil actions are instituted after this date, Carrier shall have no cargo claim liability.
- (h) Liability for loss, damage or destruction of property that is being returned to the original shipper by Carrier, when such property WAS NOT initially transported by Carrier, will be limited to liability for lost freight only and Carrier will have no liability for claimed damages.
- (i) Liability for loss, damage or destruction of property that is being returned to the original shipper by Carrier, when such property WAS initially transported by Carrier, delivered without exception, and Carrier is not given an opportunity to inspect prior to return, will be limited to liability for lost freight only and Carrier will have no liability for claimed damages.

SECTION 1 NOTES

NOTE 1A - The provisions of this Section 1 will not apply on commodities subject to a specific release or actual value in Items contained in NMF 100 Series, but in no case will Carrier's liability exceed that outlined in (a) of this Section 1.

NOTE 1B - Carrier shall not be liable and hereby disclaims any responsibility for any indirect, incidental, consequential, special, punitive, or multiplied damages or other indirect costs, lost profits, fees, or charges of any kind arising from any freight claims filed hereunder or any other acts, including delays or omissions of Carrier, whether foreseeable, disclosed or not. Carrier shall also not be liable and hereby disclaims any responsibility for damages caused by or resulting from act of God, act of public authority (including US Customs), act of the Shipper, inherent vice of goods, an act of public enemy including terrorist attack or action, or any nuclear incident/radiation/contamination (controlled or uncontrolled), whether foreseeable, disclosed or not.

NOTE 1C - Certain articles are not transported by Carrier as set forth in Item 780. If these articles are inadvertently accepted, Carrier's maximum carrier cargo liability will be limited as outlined within these Items, which states that: "In the event one of these prohibited articles is inadvertently picked up, Carrier's maximum carrier cargo liability will be limited to \$0.10 per pound or a maximum of \$500.00 per occurrence."

NOTE 1D - Household goods are only transported by Carrier as set forth in ODFL 688 Tariff (OD Household Services Tariff) to locations within the 48 Contiguous States. Carrier's maximum carrier cargo liability and all limitations associated with the movement of household goods will be limited as outlined within this ODFL 688 Tariff. If any household goods are inadvertently accepted on a shipment moving anywhere outside the 48 Contiguous States, ODFL's maximum carrier cargo liability will be limited to \$0.10 per pound or a maximum of \$500.00 per occurrence.

NOTE 1E - Liability for concealed damage of cargo moving between the 48 Contiguous States/Canada and Mexico: With respect to any shipment originating in the 48 Contiguous States or Canada with ultimate destination in Mexico or any shipment originating within Mexico with ultimate destination in either the 48 Contiguous States or Canada, ODFL's maximum carrier cargo liability, either for itself, its agents, employees, interline carriers, designated brokers, freight forwarders or other service provider in any way involved in transporting the shipment, or for the Mexican carrier involved in the move, for concealed damage claims submitted, regardless of timeframe, will be limited to a maximum of \$50.00 per occurrence.

SECTION 2

CANADA - any inland portion of a shipment that originates FROM Canada

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- a. Carrier's maximum carrier cargo liability for the inland portion of any shipments that originate FROM CANADA for loss, damage, or destruction to any shipment or part thereof shall be limited to whichever is lowest of the following:
 - i. actual invoice costs of the shipment; or
 - ii. a maximum of CAN \$2.00 (Canadian) per pound or CAN \$50,000 (Canadian) per occurrence; or
 - iii. for all commodities defined by the NMF 100 series and for which a limitation of liability is set forth in the NMF - the applicable limited liability provisions of the NMF.

This maximum level of carrier cargo liability applies only to the weight of the lost or damaged commodities unless limited by this Section 2 or the procedures for securing a higher level of carrier cargo liability at a higher transportation charge as set forth in Item 574.

- b. All additional limitations outlined under (c), (d), (e), (f), (g), (h), and (i), along with applicable Notes 1B, 1C, 1D, and 1E of Section 1 of this Item 594, apply as written. Please refer back to Section 1 for these limitations.

SECTION 3

MEXICO - any portion of an inland shipment while within the borders of Mexico

1. Carrier's maximum carrier cargo liability for loss, damage, or destruction to a shipment or part thereof (except for concealed damage losses as noted in 2 below), either for itself or for a Mexican carrier involved in the move while in the possession of the designated brokers, freight forwarders, or Mexican carriers while on land within the borders of MEXICO, shall be limited to whichever is lowest of the following:
 - i. actual invoice costs of the shipment; or
 - ii. a maximum of \$0.05 per pound or \$500.00 per occurrence.

This maximum level of carrier cargo liability applies only to the weight of the lost or damaged commodities unless limited by this Section 3 or the procedures for securing a higher level of carrier cargo liability at a higher transportation charge as set forth in Item 574 are followed.

2. Liability for concealed damage of cargo moving between 48 Contiguous States/Canada and Mexico: With respect to any shipment originating in the 48 Contiguous States or Canada with ultimate destination in Mexico or any shipment originating within Mexico with ultimate destination in either the 48 Contiguous States or Canada, ODFL's maximum carrier cargo liability, either for itself, its agents, interline carriers, designated brokers, freight forwarders or for the Mexican carrier involved in the move, for concealed damage and all claims submitted, regardless of time-frame, will be limited to a maximum of \$50.00 per occurrence. This limitation is also referenced under Section 1, NOTE 1E.
3. All additional limitations outlined under (e), (f), (g), (h), and (i), along with applicable Notes 1B, 1C, and 1D of Section 1 of this Item 594, apply as written. Please refer back to Section 1 for these limitations.

SECTION 4

AIR FREIGHT - governed by Tariff 665 - any shipment that falls under the definition of Air Freight as defined by Tariff 665.

SECTION 5

OCEAN - any OCEAN shipment while on the OCEAN starting from receipt by port of origin until discharge from receiving port to customer or carrier.

1. Carrier's maximum carrier cargo liability for loss, damage or destruction of any OCEAN shipment or part thereof is \$500.00 per package. This maximum level of carrier cargo liability applies unless the OCEAN shipment is between two international ports that are governed by an international convention that amends this maximum amount or the procedures for securing a higher level of carrier cargo liability at a higher transportation charge as set forth in Item 574 are followed.
2. All additional limitations outlined under (e), (f), (g), (h), and (i), along with applicable Notes 1B, 1C and 1D of Section 1 of this Item 594, apply as written. Please refer back to Section 1 for these limitations.

SECTION 6

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INLAND - any shipment that is exclusively inland outside of the 48 Contiguous States, Alaska, Hawaii, Canada, Mexico or Puerto Rico

1. Carrier's maximum carrier cargo liability for the inland portions of any shipment outside the 48 Contiguous States, Alaska, Hawaii, Canada, Mexico or Puerto Rico for loss, damage, or destruction to any shipment or part thereof shall be limited to \$500.00 per occurrence. If any contradicting terms are found in any other applicable ODFL Tariffs regarding the maximum carrier cargo liability for the inland portion of said shipment, this Item 594 will take precedence.
2. If higher levels of carrier cargo liability at a higher transportation charge are desired, the procedures set forth in Item 574 must be followed. Carrier 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 Carrier. 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.

All additional limitations outlined under (f), (g), (h), and (i), along with applicable Notes 1B, 1C and 1D of Section 1 of this Item 594, apply as written. Please refer back to Section 1 for these limitations.

SECTION 7

HAWAII – governed by Tariff 503 - any shipment either originating from HAWAII or final destination is HAWAII (including shipment in between the islands of HAWAII) as defined by Tariff 503.

SECTION 8

ALASKA – governed by Tariff 501 - any shipment either originating from ALASKA or final destination is ALASKA as defined by Tariff 501.

SECTION 9

CARIBBEAN – governed by Tariff 502 - any shipment either originating from the CARIBBEAN or final destination is in CARIBBEAN as defined by Tariff 502.