



ODFL 501-R

Cancels ODFL 501-Q

ALASKA TARIFF

OLD DOMINION FREIGHT LINE, INC.

MC-107478

ALASKA RATES

**BETWEEN POINTS IN
THE UNITED STATES (EXCEPT AK) OR CANADA
AND
ALASKA**

EFFECTIVE March 1, 2021

ISSUED BY
TODD A. POLEN
VP PRICING
500 OLD DOMINION WAY
THOMASVILLE, NC 27360

ALASKA RATES ARE SUBJECT TO THE FOLLOWING ADDITIONAL CHARGES

For rates and additional information about ODFL's Alaska service, email global.northamerica@odfl.com or call 1-800-432-6335.

TRANSPORTATION OF HAZARDOUS MATERIALS

Carriers will accept shipments of hazardous materials, except as indicated below, for transportation in accordance with transportation requirements of the U.S. Department of Transportation and the U.S. Nuclear Regulatory Commission, subject to the following provisions:

1. Shipments of hazardous wastes; hazardous substances for disposal or radioactive materials will not be accepted for transportation.
2. Shipments containing Hazardous Materials, as described in provisions of Department of Transportation Regulations, including Title 49 Code of Federal Regulations, Parts 100 thru 180, will be subject to a handling charge of:

Per cwt	\$2.50
Minimum charge	\$70.00
Maximum charge	\$225.00

Plus **\$70.00** charge per second and each additional hazard class in the same shipment.

BEYOND CHARGES

Due to nature of the state of Alaska, not all Alaska areas are serviced by trucks. All shipments originating or destined to remote areas needing airfreighted are subject to market price at time of pick up/delivery.

NOTIFICATION PRIOR TO DELIVERY

1. When the bill of lading contains a notation such as, "For carrier convenience, call before delivery" or "If necessary, call before delivery" or other similar wording, it will be considered a request for Notification Prior to Delivery and the following charges will apply, in addition to all other applicable charges:
\$35.00 per shipment
2. When a shipment is consigned to a carrier's terminal with instructions to hold the shipment at the terminal for pickup by, or instructions from, the consignee or other party, and such instructions do not include a request for notice of arrival and a telephone number or address for purposes of giving such notice, the carrier will, if possible, notify the consignee or other designated party that the shipment has arrived, subject to the charge specified in PART 1 above. If the carrier is unable, due to no fault of the carrier, to give such notice of arrival, storage charges, in accordance with provisions of this tariff, will begin accruing at 8:00 A.M. on the first business day following arrival of the shipment at the carrier's destination terminal.

IN BOND - ALASKAN SHIPMENTS

In Bond shipments either originating or terminating in the state of Alaska, will be subject to an additional In Bond charge of **\$140.00** per shipment.

HAZARDOUS MATERIALS - NON-DECLARED OR IMPROPERLY DECLARED

Shipments either originating or terminating in the state of Alaska, which contain Hazardous Materials and not declared by the shipper on the original bill of lading or improperly declared by the shipper on the original bill of lading, will be subject to surcharge. This surcharge will be applied once the shipment is determined to be described in the provisions of Department of Transportation Regulations, including Title 49 Code of Federal Regulations, Parts 100 thru 180. This surcharge will be equal to 150% of the original rate or charges on the freight bill, but not less than **\$710.00** per shipment.

INSIDE PICKUP OR DELIVERY

1. When requested or required by the consignor or consignee, and the carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to position beyond the immediately adjacent truck loading or unloading positions.
2. Service under this item will be provided to floors above or below the level accessible to the carrier's vehicle only when elevator service is available. Service needs beyond provisions in this item may be handled through OD Expedited.
3. When carrier is required to deliver skidded freight and the consignee has no dock or unloading area equipped with unloading equipment, carrier may break down the skid and tender the freight as pieces, if the freight characteristics do not endanger the driver or other freight.
4. Service provided under this item will be assessed the following charges per shipment or per vehicle if more than one vehicle is involved in the transport of the shipment:
 - Per cwt **\$7.50**
 - Minimum charge **\$75.00**
5. The charges in this item will be in addition to all other lawful charges and will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or a third party.
6. Provisions of this rule shall not be construed as obligating the carrier to provide such service if, for any reason, the carrier finds it impracticable or unsafe to provide the service.

PICKUP OR DELIVERY AT APARTMENTS, RESIDENCES, ESTATES, AND FARMS

1. GENERAL APPLICATION:

The provisions of this item apply when the carrier is requested or required to make pickup or delivery at a private residence, apartment, boat slip, estate or farm. The term "private residence" shall apply to the entire premises.
2. BILL OF LADING INFORMATION:

The shipper should indicate on the bill of lading when delivery to a residence, apartment, estate or farm is required and also list the name, telephone number and full address of the party to contact to arrange delivery. Consignment on the bill of lading to a residential, apartment, boat slip, estate or farm address will be considered a request for delivery under terms of this item.
3. ARRIVAL NOTICE:

Before tender of delivery is initially attempted, the carrier will provide the consignee with notice of arrival and reach a mutual arrangement for delivery of the shipment.
4. CHARGES:
 - a. Shipments picked up by the consignee at the carrier's destination terminal no later than the first business day after notice of arrival has been given will not be subject to additional charges provided in this item.
 - b. The charge assessed will apply separately for pickup and separately for delivery and will be in addition to all other applicable charges.
 - c. Shipments picked up at and/or delivered to a residence, apartment, boat slip, estate or farm by the carrier, except as otherwise noted, will be assessed an additional charge of **\$100.00** per shipment.
5. PAYMENT OF CHARGES:

Charges for delivery to a residence, apartment, boat slip, estate or farm as provided in this item will be collected from the shipper or third party payor on prepaid shipments and from the consignee on collect shipments. Such charges on shipments moving on Government Bills of Lading will, in all cases, be collected from the U.S. Government.

PICKUP OR DELIVERY AT CONSTRUCTION SITES

1. GENERAL APPLICATION:

The provisions of this item apply when the carrier is requested or required to make pickup or delivery at a construction site. The term "construction site" shall be defined as the site of any construction of buildings, roads, or bridges or other structures, including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

2. BILL OF LADING INFORMATION:

The shipper should indicate on the bill of lading when construction site delivery is required and also list the name, telephone number and full address of the party to contact to arrange delivery. Consignment on the bill of lading to a construction site address will be considered a request for delivery under terms of this item.

3. ARRIVAL NOTICE:

Before tender of delivery is initially attempted, the carrier will provide the consignee with notice of arrival and reach a mutual arrangement for delivery of the shipment.

4. CHARGES:

- a. Shipments picked up by the consignee at the carrier's destination terminal no later than the first business day after notice of arrival has been given will not be subject to additional charges provided in this item.
- b. The charge assessed will apply separately for pickup and separately for delivery and will be in addition to all other applicable charges.
- c. Shipments picked up at and/or delivered to a residence, apartment, boat slip, estate or farm by the carrier, except as otherwise noted, will be assessed an additional charge of **\$100.00** per shipment.

5. PAYMENT OF CHARGES:

Charges for delivery to a construction of buildings, roads, or bridges or other structures, including the entire property upon which the construction is taking place as provided in this item will be collected from the shipper or third party payor on prepaid shipments and from the consignee on collect shipments. Such charges on shipments moving on Government Bills of Lading will, in all cases, be collected from the U.S. Government.

PICKUP OR DELIVERY AT SCHOOLS, COLLEGES, CHURCHES, OR RECTORIES

1. GENERAL APPLICATION:

The provisions of this item apply when the carrier is requested or required to make pickup or delivery at schools, colleges, churches or rectories.

2. BILL OF LADING INFORMATION:

The shipper should indicate on the bill of lading when delivery to a school, college, church or rectory is required and also list the name, telephone number and full address of the party to contact to arrange delivery. Consignment on the bill of lading to a school, college, church or rectory will be considered a request for delivery under terms of this item.

3. ARRIVAL NOTICE:

Before tender of delivery is initially attempted, the carrier will provide the consignee with notice of arrival and reach a mutual arrangement for delivery of the shipment.

4. CHARGES:

- a. Shipments picked up by the consignee at the carrier's destination terminal no later than the first business day after notice of arrival has been given will not be subject to additional charges provided in this item.
- b. The charge assessed will apply separately for pickup and separately for delivery and will be in addition to all other applicable charges.
- c. Shipments picked up at and/or delivered to a residence, apartment, boat slip, estate or farm by the carrier, except as otherwise noted, will be assessed an additional charge of **\$100.00** per shipment.

5. PAYMENT OF CHARGES:

Charges for delivery to a school, college, church or rectory as provided in this item will be collected from the shipper or third party payor on prepaid shipments and from the consignee on collect shipments. Such charges on shipments moving on Government Bills of Lading will, in all cases, be collected from the U.S. Government.

PICKUP OR DELIVERY AT SECURED OR LIMITED ACCESS LOCATIONS

1. GENERAL APPLICATION:

The provisions of this item apply when the carrier is requested or required to make pickup or delivery at a location with secured or limited access. The terms "secured" or "limited access" include day cares, camps, military facilities, country clubs, court houses, detention facilities, fairs, jails, outdoor flea markets, prisons, state or national parks, traveling shows, and any other sites requiring inspection of driver or vehicle before permitting access to the site.

2. BILL OF LADING INFORMATION:

The shipper should indicate on the bill of lading when delivery is requested or required at a secure or limited access site and also list the name, telephone number and full address of the party to contact to arrange delivery. Consignment on the bill of lading to a secured or limited access location will be considered a request for delivery under terms of this item.

3. ARRIVAL NOTICE:

Before tender of delivery is initially attempted, the carrier will provide the consignee with notice of arrival and reach a mutual arrangement for delivery of the shipment.

4. CHARGES:

- a. Shipments picked up by the consignee at the carrier's destination terminal no later than the first business day after notice of arrival has been given will not be subject to additional charges provided in this item.
- b. The charge assessed will apply separately for pickup and separately for delivery and will be in addition to all other applicable charges.
- c. Shipments picked up at and/or delivered to a residence, apartment, boat slip, estate or farm by the carrier, except as otherwise noted, will be assessed an additional charge of **\$100.00** per shipment.

5. PAYMENT OF CHARGES:

Charges for delivery to "secured" or "limited access" include day cares, camps, military facilities, country clubs, court houses, detention facilities, fairs, jails, outdoor flea markets, prisons, state or national parks, traveling shows, and any other sites requiring inspection of driver or vehicle before permitting access to the site. as provided in this item will be collected from the shipper or third party payor on prepaid shipments and from the consignee on collect shipments. Such charges on shipments moving on Government Bills of Lading will, in all cases, be collected from the U.S. Government.

REDELIVERY

When a shipment is tendered for delivery, and through no fault of the carrier the shipment cannot be delivered, additional tenders will be made as outlined below.

1. If one or more additional tenders of the shipment are made at consignee's place, the following additional charges will apply for each additional tender:

Per cwt	\$8.70
Minimum charge	\$80.00
Maximum charge	\$475.00

2. If, in lieu of final delivery at the consignee's place, the consignee elects to accept delivery of the shipment at carrier's terminal, the following additional charges will apply:

Per cwt	\$1.75
Minimum charge	\$15.00
Maximum charge	\$175.00

3. The charges provided in this item will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or a third party.

If the consignee cannot guarantee that physical unloading will commence within 30 minutes of the time that carrier's representative advises consignee that the shipment(s) is (are) available for delivery, then the shipment(s) will be considered refused through no fault of the carrier.

LIFTGATE SERVICE

1. When the carrier is requested or required to employ mechanical loading or unloading devices, including hydraulic lifting or lowering devices, to accomplish pick up or delivery of the goods to or from the carrier's vehicle, additional charges per shipment of:

Per cwt **\$4.00**
Minimum charge **\$75.00**
Maximum charge **\$250.00**

will be assessed upon the actual total weight of the shipment or shipments for which such service is rendered at one time.

2. The charges provided in this item will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party. The carrier is not obligated to perform such service when suitable vehicles, equipped with such devices, and operators aren't available. Provisions of this rule shall not be construed as obligating the carrier to provide such service if, for any reason, the carrier finds it impracticable or unsafe to provide the service.

MINES

Shipments originating at or destined to **Fairbanks Gold Mine Site**, Alaska shall be rated to or from Fairbanks, AK plus the following charge:

Rates in cents per cwt. (Minimum Density 10 PCF)

L5C	M5C	M1M	M2M	M5M
17.50	17.50	17.50	13.50	8.50

Subject to a minimum charge of **\$85.00**.

PROTECT FROM FREEZING – ALASKA

Shipments requiring Protect from Freezing services either originating or terminating in the state of Alaska, the carrier will charge: **\$2.75** per cwt, subject to a minimum charge of **\$40.00** per shipment. The provisions of this item will apply in conjunction with all other applicable charges.

STORAGE

When freight is held in Carrier's possession by reason of an act or omission of the consignor, consignee, owner, or for customs clearance or inspection, and through no fault of Carrier, it will be considered stored immediately and will be subject to the following provisions, after the owner of the goods has been notified:

- 1. UNDELIVERED FREIGHT AT THE DESTINATION TERMINAL**
 - a. Storage charges on undelivered freight held at Carrier's destination terminal will begin accruing at 7:00 a.m. on the first business day after notice of arrival has been given, except no charges under this item will be made when delivery of the shipment is accomplished within 24 hours after such notice of arrival has been given.
 - b. Trade show shipments held at Carrier's VGS (Las Vegas, NV) terminal will not accrue storage charges for fifteen (15) days after notice of arrival has been given.
- 2. FREIGHT HELD AT CARRIER'S ORIGINATING TERMINAL**
 - a. Storage charges for freight held at Carrier's originating terminal awaiting line haul transportation or instructions will begin accruing at 7:00 a.m. the day after freight is received by Carrier.
- 3. FREIGHT STOPPED IN TRANSIT**
 - a. Storage charges for freight stopped in transit due to an act or omission by the consignor, consignee, or owner will begin accruing at 7:00 a.m. the day after such freight would have otherwise arrived at the original destination in accordance with Carrier's normal service standards as noted by Carrier's standard operating guidelines. Charges will cease accruing at 7:00 a.m. the day the freight is delivered or forwarded.
- 4. APPOINTMENT FREIGHT**
 - a. Shipments for which a prior appointment for delivery has been scheduled will be allowed 24 hours free time. Following the 24 hours free time, the charges provided in this item will apply.
- 5. DELAYED DELIVERY INSTRUCTIONS ON THE BILL OF LADING**
 - a. When Carrier has been given instructions at the time of shipment (such as a notation on the bill of lading) or prior to giving notice of arrival that the consignee will not accept freight for more than a 24 hour period after arriving at Carrier's delivering terminal, or the bill of lading contains instruction to call more than 24 hours before delivery, storage charges will begin accruing at 7:00 a.m. the first business day after arrival at Carrier's delivering terminal.
- 6. PREPAYMENT OF CHARGES**
 - a. Charges must be prepaid or guaranteed to the satisfaction of Carrier before shipments covered by the provisions of this item will be released.
- 7. WHEN STORAGE CHARGES END**
 - a. Except for freight stopped in transit, storage charges in this item will stop accruing when Carrier is enabled to deliver or transport the freight as a result of action by the consignor, consignee, owner or Customs official. Charges will not apply after 7:00 a.m. on the day the freight is delivered or transported.
- 8. STORAGE CHARGES**

Freight stored in Carrier's possession will be subject to storage charges as follows:

RATES:	
Per cwt. each 24 hour period.....	\$3.00
MINIMUM CHARGES:	
Per shipment per 24 hour period.....	\$40.00
Per shipment per storage period.....	\$50.00
MAXIMUM CHARGE PER SHIPMENT OR PER VEHICLE:	
For the first 24 hour period and each succeeding 24 hour period or fraction thereof	
.....	\$175.00

Storage for a Container shall be subject to \$100.00 per day.

- 9. MOVING FREIGHT TO A PUBLIC WAREHOUSE:**
If undelivered freight is placed by Carrier in a public warehouse at the request of the consignor, consignee or owner of the freight, the following charges, which will be in addition to all other applicable charges, will be assessed against the party requesting the placement. Carrier will not be responsible for any charges accruing to the public warehouse:

Per cwt.....	\$2.89
Minimum Charge.....	\$28.62
Maximum Charge.....	\$320.15

MAXIMUM CARRIER CARGO LIABILITY

SECTION 1: Applies to all shipments either ORIGINATING FROM ALASKA or FINAL DESTINATION IS ALASKA unless limited by SECTIONS 2 through 5 below (See NOTES 1A, 1B, 1C, and 1D)

SECTION 2: LIMITED LIABILITY ARTICLES

SECTION 3: MEXICO - any portion of a shipment either originating in ALASKA or going to ALASKA while within the borders of Mexico

SECTION 4: AIR FREIGHT - governed by *Tariff 665* - any shipment either originating in or going to ALASKA that falls under the definition of Air Freight as defined by *Tariff 665*.

SECTION 5: OCEAN - any shipment either originating in or going to ALASKA while on the OCEAN starting from receipt by port of origin until discharge from receiving port to customer or carrier.

SECTION 1

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 SECTION 2, the lowest sum set forth below:

- i. actual invoice value; or
- ii. replacement cost; or
- iii. limitation of liability set forth in SECTION 2.

2. if the commodity is NOT listed under SECTION 2, 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 under OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY are followed. All values are in US Dollars unless otherwise noted.

- (a) Liability for loss, damage, or destruction for freezable commodities shall be subject to the limitations as provided under PROTECT FROM FREEZING - ALASKA. 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.
- (b) The procedure for securing higher levels of carrier cargo liability is set forth under OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY. 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.
- (c) 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.
- (d) 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 limitation for any shipment between ALASKA and Mexico under SECTION 3, Item 2). 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.
- (e) 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.

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- (f) 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 mechanical breakdown, inherent vice, act of God, act of public authority (including US Customs), act of the Customer, wear and tear, insects, vermin or the like, gradual deterioration, damage caused by weather of any kind or severity, 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 under PROHIBITED OR RESTRICTED ARTICLES. 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 per occurrence."

NOTE 1D - Household goods are prohibited to be transport by Carrier to locations OUTSIDE the 48 Contiguous States per ODFL 688 Tariff (OD Household Services Tariff). If any household goods are inadvertently accepted on a shipment moving anywhere outside the 48 Contiguous States, Carrier's maximum carrier cargo liability will be limited to \$0.10 per pound or a maximum of \$500.00 per occurrence.

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SECTION 2 – LIMITED LIABILITY ARTICLES:

Description of Commodities	NMF	Maximum Liability	
		Per Pound	Per Occurrence
Articles "Used", "Reconditioned", or "Refurbished" including but not Limited to the Following Commodities and their Components: Automobile Parts Electrical Equipment Machinery Vehicles, Motors, Parts	17800 - 20104 60500 - 63561 114000 - 133320 188500 - 193050	\$0.10	\$10,000
Baths, Bathtubs, Pool Shells, Shower Baths (Showers), Shower Stalls or Spas, NOI.	158260 Subs 1 - 9	\$0.10	\$10,000
Personal Effects, Household Goods	100240 - 100251	\$0.10	\$10,000
Property bought over the internet from companies including, but not limited to eBay, Amazon or others, which is not new merchandise	All	\$0.10	\$10,000
Paraphernalia, Exhibition or Tradeshow, Booths, or Stalls, Exhibition, NOI	154630	\$0.50	\$50,000
Uncrated Machinery	114000 - 133320	\$0.50	\$50,000
Air coolers, Air Conditioners, Air Handlers, Evaporators, Heat Pumps, or Refrigeration	114125	\$2.00	\$50,000
Compressors or Air Ends NOI	118100	\$2.00	\$50,000
Refrigerators or Freezers, NOI, with mechanical cooling or freezing apparatus	53180	\$2.00	\$50,000
Copy Machines	116030	\$2.00	\$50,000
Furniture	79000 - 82670	\$2.00	\$50,000
Doors, without Glass	34265	\$2.00	\$50,000
Fireplaces and Fireplace Inserts and Decorative Doors	69310 - 69482	\$2.00	\$50,000
Furnaces, House Heating, Hot Air	26280	\$2.00	\$50,000
Metal Storage Cabinets	80250 - 80480	\$2.00	\$50,000
Tops, Cabinet, Chest, Counter, Desk, Stool, Table	83620	\$2.00	\$50,000
Trailer frames	191860	\$2.00	\$50,000
Water Heaters	26520	\$2.00	\$50,000

SECTION 3

MEXICO - any portion of a shipment either originating in ALASKA or going to ALASKA while within the borders of Mexico

1. Carrier's maximum carrier cargo liability for loss or damage 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 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 under OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY are followed.

2. Liability for concealed damage of cargo moving between ALASKA and Mexico: With respect to any shipment originating in ALASKA with ultimate destination in Mexico or any shipment originating within Mexico with ultimate destination in ALASKA, Carrier'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 claims submitted, regardless of time-frame, will be limited to a maximum of \$50 per occurrence.
3. All additional limitations outlined under (b), (c), (d), (e), and (f), along with applicable Notes 1B, 1C, and 1D of SECTION 1 of this MAXIMUM CARRIER CARGO LIABILITY apply as written. Please refer back to SECTION 1 for these limitations.

SECTION 4

AIR FREIGHT - governed by Tariff 665 - any shipment either originating in or going to ALASKA that falls under the definition of Air Freight as defined by Tariff 665.

1. Carrier's maximum carrier cargo liability for loss or damage, or mis-delivered cargo for any Air Freight shipment or part thereof shall be limited to the lowest of the following:
 - i. the actual invoice value; or
 - ii. the limitation of liability set forth in any applicable international convention
 - iii. with respect to international air freight: \$13.28 per pound or \$500 per occurrence; or
 - iv. with respect to domestic air freight; \$0.50 per pound or \$500 per occurrence.

This maximum level of carrier cargo liability applies unless limited by this SECTION 4 or the procedures for securing a higher level of carrier cargo liability at a higher transportation charge as set forth under OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY.

2. All additional limitations outlined under (c), (e), and (f), along with applicable Notes 1B, 1C and 1D of SECTION 1 of this MAXIMUM CARRIER CARGO LIABILITY, apply as written, unless they conflict with any limitations noted under ODFL 665 Tariff, in which case, ODFL 665 Tariff will take precedence.

SECTION 5

OCEAN – any shipment either originating in or going to ALASKA 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 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 OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY are followed.
2. All additional limitations outlined under (b), (c), (d), (e), and (f), along with applicable Notes 1B, 1C and 1D of SECTION 1 of this MAXIMUM CARRIER CARGO LIABILITY, apply as written. Please refer back to SECTION 1 for these limitations.

OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY

LIMITATION OF CARRIER CARGO LIABILITY

- a. Unless otherwise agreed in writing, all shipments are subject to the carrier cargo liability set forth in Item 594 of this ODFL 100 Series Tariff. If no optional higher level of carrier cargo liability (also referred to as additional cargo liability) is selected pursuant to this Item 574, shipper, consignee and/or their respective agents (collectively referred to as "Customer" under this Item 574) agree that the maximum carrier cargo liability of Carrier is limited as set forth in Item 594.
- b. The person and/or entity who tenders the shipment to Carrier or its partners represents and warrants it has the authority to bind itself, and any other person and/or entity with an interest in the cargo transported, to the limitation of liability, payment terms, and other terms set forth in this Tariff.
- c. Additional cargo liability is NOT and will not be considered insurance for the cargo. Additional cargo liability is also not available on certain commodities, including but not limited to all articles that are not transported by Carrier as set forth in Item 780. If these commodities are inadvertently accepted, Carrier or its partners shall not be liable, to the maximum extent possible under the law, for the transport, loss or damage of these commodities, regardless if the Customer requests to purchase and/or pays for the additional cargo liability.

ALTERNATIVE RATES/HIGHER LEVELS OF CARRIER LIABILITY

All rates/values are in US Dollars unless otherwise noted.

- d. Prior to tendering the shipment to Carrier or its partners, Customer may obtain additional cargo liability for the shipment, which completely replaces the level of carrier cargo liability outlined in Item 594 (or as otherwise provided in an applicable contract or tariff), by complying fully with BOTH of the below steps. Failure to comply with both of these steps will result in the shipment reverting back to the level of carrier cargo liability outlined in Item 594 or as otherwise agreed to in writing.

STEP 1: requesting additional cargo liability in writing for the Covered Value (as defined under (f) below) by either:

- i. sending a written request to a representative of Carrier that includes the full Covered Value to be protected for the shipment, receiving written confirmation of estimated price and agreed upon Covered Value of the shipment, and noting in writing the agreed upon Covered Value on the original bill of lading;*
- ii. noting in writing the request for additional cargo liability (pursuant to and in compliance with (g) below) on the original bill of lading by writing the full Covered Value of the shipment to be protected on said bill of lading. See (g) below for the maximum limit allowed to be noted on bill of lading without having to obtain written confirmation and approval from an officer of Carrier; * or
- iii. making a request for additional cargo liability in the Carriers rating system and noting BOTH the applicable quote number and the request for additional cargo liability (with or without the Covered Value amount) on the original bill of lading.*

*Please note: Declared Value is NOT a substitute for Covered Value and any notation of only a Declared Value does not trigger a request for additional cargo liability as outlined under this Item 574 due to the various regulatory/statutory requirements to note a Declared Value on many shipments being transported outside the United States.

STEP 2: agreeing to pay and actually paying within terms the higher transportation charge estimated by Carrier as calculated per (e) below for transporting the shipment at the agreed upon higher level of carrier cargo liability.

- e. Carrier offers additional cargo liability at the following rates for requests up to the maximums noted under (g) below, which are provided for information only and are subject to change - please contact Carrier for the current rates applicable to the shipment, including requests for additional cargo liability shipments over the maximums noted under (g) below:
 - i. A rate of \$1.00 per \$100.00 of value (value is calculated using the Covered Value requested by the Customer plus freight charges), subject to a \$79.00 MINIMUM CHARGE PER SHIPMENT ONLY for shipments either:
 1. while on land within the 48 Contiguous States;
 2. while on land between the 48 Contiguous States and Canada;
 3. between the 48 Contiguous States/Canada and Mexico, but only with respect to the 48 Contiguous States/Canada inland portions of such shipment.
 - ii. For any shipment governed by the below tariffs, please see applicable tariff:
 1. Alaska – see ODFL 501 Series Tariff
 2. Caribbean – see ODFL 502 Series Tariff
 3. Hawaii – see ODFL 503 Series Tariff
 4. Air Freight – see ODFL 665 Series Tariff

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- iii. The current market rate per \$100.00 of value (value is calculated using the Covered Value requested by the Customer plus freight charges), subject to a \$50.00 MINIMUM CHARGE PER SHIPMENT for Ocean Conveyance or any inland portions of a shipment that are not included within item (e) 1 or 2 above, EXCEPT for those shipments to:
 - 1. Countries that Carrier is prohibited from entering due to US economic sanctions against that country;
 - 2. Countries that Carrier has noted in writing that this type of transportation service is not available to that particular country; or
 - 3. Mexico, unless approved in writing by an officer of Carrier PRIOR TO tendering the shipment.

- f. The term "Covered Value" is defined as the entire amount (starting at first dollar) for which the Customer requests carrier cargo liability protection on the shipment, subject to the limitations set forth in this Item 574. For Example: If the level of carrier cargo liability under Item 594 would be a maximum of \$50,000 and the Customer desires carrier cargo liability of \$145,000, the Customer must request a Covered Value of \$145,000, as additional cargo liability completely replaces the level of carrier cargo liability outlined under in Item 594 (or as otherwise provided in an applicable contract or tariff). This notation can be made on the bill of lading as "Covered Value requested at \$145,000" or "Additional Cargo Liability of \$145,000" or "Covered Value \$145,000".

- g. Unless Customer receives written confirmation and approval from an officer of Carrier for an amount higher than what is noted below PRIOR TO tendering the shipment to Carrier or its partners, additional cargo liability cannot exceed the below maximums:
 - i. \$250,000 per shipment - new commodities (excluding Tradeshow commodities).
 - ii. \$15,000 per shipment - used commodities, reconditioned commodities, refurbished commodities, household goods, and/or personal effects (excluding Tradeshow commodities).
 - iii. \$50,000 per shipment - any commodities associated with or to be used in a Tradeshow exhibit or demonstration subject to the limitations and exclusions noted under (l) below.

If Customer requests additional cargo liability on an original bill of lading in an amount that is higher than the above maximums, but the Customer does not have the required written confirmation and approval of an officer of Carrier PRIOR TO tendering the shipment to Carrier or its partners, the request for additional cargo liability will defaulted back to the appropriate maximum noted above.

- h. This higher level of carrier cargo liability commences from the time Carrier or its partners takes possession of the approved commodities and continues in force during the ordinary and customary course of transit to the final destination, except as noted under (l) below for Tradeshow commodities. Carrier will not, however, accept requests for additional cargo liability on a corrected bill of lading after the shipment has been picked up by Carrier or its partners.

- i. Carrier shall not be liable for a higher level of carrier cargo liability through any unilateral act of the Customer. In no event shall Carrier's liability include damages for delay, loss of use, loss of market, lost profits or business interruption, consequential damages, punitive damages, indirect damages, special damages, fees or charges of any kind arising from any claim filed. Carrier shall also not be liable for damages caused by or resulting from mechanical breakdown, inherent vice, act of God, act of public authority (including US Customs), act of the Customer, wear and tear, insects, vermin or the like, gradual deterioration, or damage caused by weather of any kind or severity. Carrier is also not liable for any damage or loss due an act of public enemy including terrorist attack or action or any nuclear incident/radiation/contamination (controlled or uncontrolled), whether foreseeable, disclosed or not.

- j. Carrier's total carrier cargo liability obligation for loss or damage to any shipment or part thereof shall be limited to the lowest of: 1) the actual invoice value; 2) replacement cost; or 3) the total additional cargo liability requested and approved under this Item 574. Charges associated with additional cargo liability are not recoverable in the event of a cargo claim for loss or damage. 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. 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 Customer that Carrier has disallowed the claim or part thereof. When civil actions are instituted after this date, Carrier shall have no cargo claim liability.

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- k. With respect to Ocean Conveyance shipments only, this additional cargo liability is only available on shipments that are conveyed by Approved Ocean Carriers. "Approved Ocean Carriers" are defined as operating vessels maintained in class, excluding barges, being regular line iron or steel steamers or motor vessels operating in regular trade less than 25 years old.

- l. With respect to any commodities associated with or to be used in a Tradeshow exhibit or demonstration, this additional cargo liability shall extend only while said commodities are in the care, custody and/or control of Carrier or its partners, subject to the following exclusions, and ceases upon delivery of the commodities.
 - i. Loss arising from wear, tear, gradual deterioration, depreciation or inherent vice.
 - ii. Loss of or damage to any type of electronic mobile devices - including, but not limited to, cell phones, smart phones, and tablets.
 - iii. Loss of or damage to televisions and monitors.
 - iv. Late arrival of goods.
 - v. Damage to goods being returned from exhibitions or shipped elsewhere unless they are packed to the same standard as for the outward journey.

- m. The use of the term "partners" in this Item 574 shall include agents, employees, interline carriers, designated brokers, freight forwarders and other service providers in any way involved in the transportation of the shipment.

PROHIBITED OR RESTRICTED ARTICLES

(See NOTE(S))

1. Unless otherwise provided the following commodities will not be accepted for shipment:

Aluminum extrusions;	Kilns;
Bank bills;	Letters, with or without stamps affixed (NOTE 2);
Biological products;	Live animals;
Cannabis	Live plants;
Carbon black, lamp, graphite;	Medical waste;
Coins (NOTE 1);	Meat, fresh;
Controller boxes;	Milk, fresh;
Concrete, finished	Mirrors;
Corpses;	Museum exhibits or articles of antiquity (NOTE 4);
Currency;	Notes;
Deeds;	Original works of art (NOTE 5);
Diagnostic specimens;	Perishables
Doors with glass;	Poisonous/infectious substances;
Drafts;	Pool tables or game tables;
Explosives;	Postage stamps;
Firearms;	Precious stones;
Lighting tubes and bulbs;	Radioactive materials of any nature;
Fossils;	Revenue stamps (NOTE 3);
Fresh fruits;	Switch boxes or electrical enclosures;
Furniture - picked up from or delivered to private residences, Agent points or Interline points;	Solar Panels;
Furs;	Tanning beds, Booths or Units;
Garlic, raw;	Taxidermy;
Glass, bulletproof;	Used 55 gallon drums; Dispenser or like items;
Glass, sheet;	Used PPE (Personal Protective Equipment) waste;
Grandfather clocks or floor standing clocks;	Used tires;
Granite, Marble or stone	Valuable papers of any kind;
Hazardous wastes;	Vegetables, fresh;
Hemp – fiber or raw form	Video games or machines;
Hides, green or wet;	Windows with glass;
Fine jewelry and watches, other than costume or novelty;	Windshields.

Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).

Any substance that has not been approved for a medical use by the U.S. Food and Drug Administration and also has been listed as a Drug or Chemical of Concern by the U.S. Drug Enforcement Administration.

Any item otherwise prohibited by federal, state or local law, rule or regulation.

Original or authentic recorded data on device(s) deemed invaluable

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 per occurrence; whichever is less based of the weight of the lost or damaged article. All values are in U.S. Dollars unless otherwise noted.

Carrier does not transport food that is not fully enclosed or food that requires refrigeration for safety.

2. Carrier is not obligated to receive freight liable to impregnate or otherwise damage other freight or Carrier's equipment.

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NOTES

- NOTE 1** - Monetary coins will not be accepted as premiums with other articles except as authorized in NMF Item 310.
- NOTE 2** - United States Mail will be accepted when the consignor and consignee are United States Post Offices.
- NOTE 3** - Except U.S. Internal Revenue Distilled Spirits Stamps, which will be accepted in truckload or volume shipments only.
- NOTE 4** - Except antique furniture subject to NMFC Items 100240 or numismatic exhibits subject to NMF Item 63830.
- NOTE 5** - Except pictures or paintings subject to NMFC Items 100240, and 56165; both at released values.