



# **ODFL 502-C**

Cancels ODFL 502-B

## **CARIBBEAN TARIFF**

# **OLD DOMINION FREIGHT LINE, INC.**

MC-107478

## **CARIBBEAN RATES**

**BETWEEN POINTS IN THE UNITED STATES**

**AND**

**SAN JUAN, PR AND THE U.S. VIRGIN ISLANDS (CARIBBEAN)**

**EFFECTIVE March 1, 2021**

ISSUED BY  
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VP PRICING  
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THOMASVILLE, NC 27360

**SAN JUAN, PUERTO RICO AND U.S. VIRGIN ISLANDS**

**NOTE A - Subject to the following additional charges:**

1. **Hazardous Material Surcharge of \$175.00**
2. **DOC/BILL charge** will apply depending on the applicable RBN.

RBN	Charge per Bill
1	<b>\$13.00</b>
2	<b>\$13.00</b>
3	<b>\$13.00</b>
4	<b>\$26.50</b>

3. **Terminal Handling charge of \$37.50**
4. **Bunker Fuel Surcharge** will apply depending on the highest Ocean Freight Rate resulting from the calculation determined from the Per Cubic Foot rate; the CWT rate or the Minimum Charge. If the highest Ocean Freight rate above was a Per Cubic Foot charge then the Per Cubic Foot charge below will be used to calculate the Bunker Fuel Surcharge subject to the Minimum Charge. If the highest Ocean Freight Rate was a CWT rate then the per CWT charge below will be used to calculate the Bunker Fuel Surcharge subject to the Minimum Charge.

RBN	Per Cubic Foot Charge	Per CWT Charge	Minimum Charge
1	\$0.37	\$2.27	\$25.00
2	\$0.37	\$2.27	\$25.00
3	\$0.37	\$2.27	\$25.00
4	\$0.37	\$2.52	\$25.00

5. **Shipper's Export Declaration (SED) charge: \$55.00.**
6. **Puerto Rico Ports Authority Scanning & Security Fee:** \$85.00 (applies only when shipments are destined to Puerto Rico, and then only on full container load (FCL) traffic).
7. **Puerto Rico Document Processing Fee:**  
When a shipment is tendered to the carrier and, through no fault of the carrier, the shipment is unable to be delivered due to insufficient documentation to satisfy the governmental or any other requirements, a \$35.00 service fee may apply to complete the paperwork.
8. **TRANSPORTATION OF ARTICLES OF EXCESSIVE LENGTH**
  - Shipments containing one or more articles that equal or exceed 8 feet in length, but are less than 12 feet in length, will be subject to a charge of: \$100.00 per shipment in addition to all other applicable charges.
  - Shipments containing one or more articles that equal or exceed 12 feet in length, but are less than 20 feet in length, will be subject to a charge of: \$150.00 per shipment in addition to all other applicable charges.
  - Shipments containing articles that equal or exceed 20 feet in length will be subject to a charge of: \$275.00 per shipment in addition to all other applicable charges.

**CROSS DOCKING**

Subject to an additional \$60.00 charge per shipment for transporting cargo from one incoming trailer to an out going trailer within the same facility.

## DETENTION – TRAILER WITH TRACTOR

This item applies when Carrier's trailers with tractors are delayed or detained on the premises of consignor or consignee, or as close thereto as conditions will permit, subject to the following provisions:

### 1. GENERAL PROVISIONS:

- a. This item applies only when the delay or detention is not attributable to Carrier.
- b. 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 Carrier by the consignor, consignee or a third party.
- c. When Carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the tractor is actually detained.
- d. Nothing in this item shall require Carrier to pick up or deliver freight at hours other than Carrier's normal business hours. This shall not be construed to restrict Carrier's ability to pick up or deliver shipments at times other than its normal business hours.

### 2. COMPUTATION OF TIME:

- a. The beginning, ending and non-working times shall be entered into Carrier's driver hand-held log device by Carrier's employee and that will be binding on each party.
- b. The time for each vehicle will begin when the vehicle arrives at the Customer's property.
- c. The time for each vehicle will end when loading or unloading is completed and, in the case of loading, the consignor or its representative furnishes Carrier's employee a signed Bill of Lading or other documents necessary for forwarding the shipment, or, in the case of unloading, the consignee or its representative furnishes Carrier's employee with a signed Delivery Receipt.
- d. If an appointment has been made, computation of time begins at the set appointment time, not before. If Carrier is more than 30 minutes late for an appointment then 1 minute of free time will be added for each minute Carrier is late. Carrier's internal records of scheduled appointments will be the sole basis of determining the appointed time for pickup or delivery as the case may be.
- e. When loading or unloading is not completed at the end of normal business hours, the consignor or consignee, or their representative, shall have the option to request that the vehicle remain at its premises without tractor or to request that the tractor be returned to Carrier's terminal subject to the following:
  - i. If the trailer with tractor is changed to a "dropped" or "spotted" trailer before expiration of the free time for a vehicle with tractor, free time will cease immediately at the time the request is made and detention charges for a "dropped" or "spotted" trailer will begin immediately with no further free time allowed.
  - ii. If the change to a trailer without tractor is requested and made after expiration of free time for trailer with a tractor, the shipment(s) will be subject to accrued charges for detention with tractor, if any, and charges for detention of a trailer without tractor will begin to accrue immediately with no further free time allowed.
  - iii. If the consignor or consignee requests that the vehicle be returned to Carrier's terminal, computation of any remaining free time will cease at the time of the request. That portion of the shipment in Carrier's possession will be subject to storage charges as provided in Item 910 of this Tariff. When the vehicle is returned to the consignor's or consignee's premises, computation of any free time will resume. That portion of a shipment that is redelivered to a consignee will be subject to redelivery charges as provided in Item 830 of this Tariff.
- f. If the consignee cannot guarantee that physical unloading will commence within 30 minutes of the time that Carrier's employee advises the consignee that the shipment(s) is (are) available for delivery, Carrier may consider the shipment(s) refused through no fault of Carrier and the shipments will then become subject to redelivery, and possible storage charges.

3. **FREE TIME:** The free time per vehicle shall be 60 minutes upon arrival.

### 4. DETENTION CHARGES:

- a. The charge for the delay of each vehicle beyond the free time will be:  
\$80.00 per hour

**EXTRA LABOR – LOADING OR UNLOADING**

1. When required, or requested by the consignor or consignee, extra labor, if available, may be furnished by Carrier for loading or unloading.
2. At each location where extra labor other than the driver is provided, the charge will be as follows:  
**\$100.00** per person per hour,  
subject to a minimum charge of:  
**\$300.00** per person per day.
3. Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until the time when the loading or unloading is completed.
4. Such charges 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 Carrier by the consignor, consignee or third party.

**LIFTGATE SERVICE**

1. When Carrier is requested or required to employ mechanical loading or unloading devices, including hydraulic lifting or lowering devices, to accomplish pickup or delivery of the goods to or from Carrier's vehicle, will be subject to the below charge per shipment, in addition to all other applicable charges:  
**\$80.00**
2. This service charge will be assessed upon the actual total weight of the shipment or shipments for which such service is rendered at one time.
3. Provisions of this rule shall not be construed as obligating Carrier to provide such service if, for any reason, Carrier finds it impracticable or unsafe to provide the service.

**PICKUP OR DELIVERY- INSIDE**

1. When requested or required by the consignor or consignee, and Carrier's operating conditions permit, 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 Carrier's vehicle only when elevator service is available.
3. When Carrier is required to deliver palletized freight and the consignee has no dock or unloading area equipped with unloading equipment, Carrier may break down the pallet 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.
5. When the service is performed, except as otherwise specified, the charge will be:  
**\$6.00** - per cwt.;  
**\$80.00** - Minimum Charge;  
**\$500.00** - Maximum Charge.

**PICKUP OR DELIVERY – APARTMENTS, RESIDENCES, ESTATES, AND FARMS; CONSTRUCTION SITES; SCHOOLS, COLLEGES, CHURCHES OR RECTORIES or SECURED OR LIMITED ACCESS LOCATIONS**

**1. GENERAL APPLICATION:**

The provisions of this Item apply when 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.

The provisions of this Item apply when 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.

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

The provisions of this Item apply when 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.

When the service is performed, the charge will be:     \$75.00

**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.

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.

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.

The shipper should indicate on the bill of lading when delivery is requested or required at a secured 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, Carrier will provide the consignee with notice of arrival and reach a mutual arrangement for delivery of the shipment.

**4. SPECIAL DELIVERY ARRANGEMENT CHARGES:**

- a. Shipments picked up by the consignee at 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 as noted herein will be assessed an additional charge of:
  - \$5.00**     - CWT
  - \$80.00**    - Minimum Charge
  - \$450.00**   - Maximum Charge

**RECONSIGNMENT OR DIVERSION**

**(See NOTE(S))**

**1. DEFINITIONS OF RECONSIGNMENT OR DIVERSION**

- a. Relinquishment of the shipment at the point of origin, either back to the shipper or to another carrier.
- b. A change in the place of delivery; including, but not limited to, a change to pick up at Carrier's terminal.

**2. CONDITIONS**

- a. Requests for reconsignment must be made in writing from the shipper, consignee or their authorized agents. Carrier must be satisfied that the party making the request has the authority to do so. Carrier will not accept disposition instructions printed on the bill of lading, shipping label, or container as authority to reship, return or reconsign a shipment. Instructions to reconsign a COD shipment will be accepted only from the consignor.

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- b. Carrier will make a diligent effort to execute a request for reconsignment.
  - i. Carrier is not obligated to retrieve a shipment that is already loaded on a vehicle and ready for over the road transportation in order to honor a request for reconsignment. If a shipment is already loaded on a line haul trailer when reconsignment instructions are received, the reconsignment point will be the next location at which the shipment is scheduled to be unloaded.
  - ii. If, at the customer's request, Carrier is able to unload freight from a trailer in order to retrieve a shipment for reconsignment, the following charge to retrieve the shipment and to reload the trailer from which the freight was removed will apply:  
**\$85.00** per man hour
- c. Only entire shipments (not portions of shipments) may be reconsigned.
- d. Instructions to reconsign an In-Bond shipment will not be accepted unless the shipment is moving under a U.S. Customs Bond 7512 and the shipper provides satisfactory proof to Carrier that the bond has been amended and the duties have been paid in full.
- e. All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of Carrier before reconsignment will be made.

### 3. CHARGES

A request for the reconsignment or diversion of a shipment will be subject to any or all of the following charges, in addition to all other applicable charges:

- a. An administrative fee for change in documentation applies on all reconsigned shipments, including, but not limited to, dock pickups (See NOTE A):  
**\$50.00** per shipment
- b. Recalculated line haul charges as described in section i. below unless either of the following is true:
  - Shipment is reconsigned before leaving the origin terminal
  - Shipment is reconsigned to a point within the same delivering terminal service area before the freight leaves the destination service center for delivery.

In either of the above cases, line haul charges will be recalculated from the shipper's origin point to ultimate consignee.

- i. Line haul charges will be recalculated from the shipment's origin point to the point of reconsignment (see section ii.), and from the point of reconsignment to the ultimate consignee, using the paying customer's discount percentage and Exception Rating from the origin to the ultimate destination. If there is no Exception Rating or percentage discount published for the payor of the reconsignment charges, provisions published in Tariff ODFL 602 will apply.
- ii. The point of reconsignment will be determined as follows:
  - a. **Prior to tender for delivery:** the ODFL service center at which the shipment is stopped upon Carrier's acceptance of request for reconsignment.
  - b. **After tender for delivery:** the delivery point of the shipment prior to Carrier's acceptance of request for reconsignment.

**NOTE A** - An additional **\$50.00** administrative fee will apply each time Carrier is requested or required to amend the shipment instructions, including but not limited to, reversing a prior reconsignment to change the routing of the shipment back to the original tender instructions.

**REDELIVERY/Local Puerto Rico Door Delivery Charges:**

1. When a shipment is tendered for delivery, and through no fault of Carrier the shipment cannot be delivered, additional tenders for delivery will be subject to the following charges, in addition to all other applicable charges:
2.
  - Zone 1: \$0.40/CFT or \$2.5/CWT whichever yields the greater  
Minimum of \$40  
Maximum of \$200
  - Zone 2: \$.50/CFT or \$3.5/CWT whichever yields the greater  
Minimum of \$50  
Maximum of \$300
  - Zone 3: \$.75/CFT or \$3.75/CWT whichever yields the greater  
Minimum of \$55  
Maximum of \$450
3. Charges named within this item applies only door delivery charge/redelivery charge within the island of Puerto Rico.
4. Provisions of this item shall also apply when shipper or consignee is not subject to Charges as provided in Table C.

**STORAGE:**

When the freight is held in Carrier's possession by reason of an act or omission of the consignor, consignee, owner, or 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 and cargo is available.

RATES: \$.35/CFT or \$3/CWT whichever yields the greater, each 24 hours period

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

5. 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 Carrier by the consignor, consignee or a third party.

**MAXIMUM CARRIER CARGO LIABILITY**

SECTION 1: Applies to all shipments either ORIGINATING FROM CARIBBEAN or FINAL DESTINATION IS CARIBBEAN 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 CARIBBEAN or going to CARIBBEAN while within the borders of Mexico

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

SECTION 5: OCEAN - any shipment either originating in or going to CARIBBEAN 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

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- 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) 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.
- (b) 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.
- (c) 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 CARIBBEAN 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.
- (d) 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.
- (e) 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



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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 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 CARIBBEAN or going to CARIBBEAN 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 \$500.00 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 under OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY are followed.

2. Liability for concealed damage of cargo moving between CARIBBEAN and Mexico: With respect to any shipment originating in CARIBBEAN with ultimate destination in Mexico or any shipment originating within Mexico with ultimate destination in CARIBBEAN, 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 \$50.00 per occurrence.
3. All additional limitations outlined under (a), (b), (c), (d), and (e), 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 CARIBBEAN 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 \$500.00 per occurrence; or
  - iv. with respect to domestic air freight; \$0.50 per pound or \$500.00 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 (b), (c), (d), and (e), 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 CARIBBEAN 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

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higher transportation charge as set forth in OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY are followed.

2. All additional limitations outlined under (a), (b), (c), (d), and (e), 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**

- a. Unless otherwise agreed in writing, all shipments either originating in CARIBBEAN or have a final destination of CARIBBEAN are subject to the MAXIMUM CARRIER CARGO LIABILITY noted within this ODFL 502 Series Tariff. If no optional higher level of carrier cargo liability (also referred to as additional cargo liability) is selected pursuant to the terms noted within this OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY, shipper, consignee and/or their respective agents (collectively referred to as "Customer") agree that the maximum carrier cargo liability of Carrier is limited as set forth under MAXIMUM CARRIER CARGO LIABILITY. All rates/values are in US Dollars unless otherwise noted.
- 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 originating in or going to CARIBBEAN, including but not limited to all articles that are not transported by Carrier as set forth under PROHIBITED OR RESTRICTED ARTICLES and Household Goods. 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.
- 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 under MAXIMUM CARRIER CARGO LIABILITY (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 under MAXIMUM CARRIER CARGO LIABILITY 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 the 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 Carrier; \* or
- iii. making a request for additional cargo liability in the Carrier's 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 OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY 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.

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- e. A rate of **\$0.50 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 shipments either originating in CARIBBEAN or having a final destination of CARIBBEAN while on land or ocean or a combination of both (including within the borders of CARIBBEAN). This rate is for information only and is subject to change (please contact Carrier for the current rates applicable to 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 OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY. For Example: If the level of carrier cargo liability under MAXIMUM CARRIER CARGO LIABILITY 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 MAXIMUM CARRIER CARGO LIABILITY (or as otherwise provided in an applicable contract or tariff). This notation can be made on the bill of lading as either "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 the 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); or
  - ii. \$15,000 per shipment - used commodities, reconditioned commodities, refurbished commodities 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 (k) 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. Carrier will not, however, accept requests for additional cargo liability on a corrected waybill or 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 OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY. 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

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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

- k. 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.
- l. The use of the term “partners” in this OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY 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 <b>(NOTE 2)</b> ;
Biological products;	Live animals;
Cannabis	Live plants;
Carbon black, lamp, graphite;	Medical waste;
Coins <b>(NOTE 1)</b> ;	Meat, fresh;
Controller boxes;	Milk, fresh;
Concrete, finished	Mirrors;
Corpses;	Museum exhibits or articles of antiquity <b>(NOTE 4)</b> ;
Currency;	Notes;
Deeds;	Original works of art <b>(NOTE 5)</b> ;
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 <b>(NOTE 3)</b> ;
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;

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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 on 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.

**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.