

Tariff ODFL 698-O
Cancels
Tariff ODFL 698-N



OLD DOMINION FREIGHT LINE, INC.

MC-107478

Security Divider Service

Between Points Within the 48 Contiguous States
And
Between Points in the 48 Contiguous States, on the One Hand
And Points in Canada, on the Other Hand
To the Extent As Provided Herein,

ISSUED: March 9, 2020

EFFECTIVE: March 9, 2020

Issued By:
Pricing Department
500 Old Dominion Way
Thomasville, NC 27360

TARIFF ODFL 698

SECURITY DIVIDER SERVICE

ITEM 100 GOVERNING PUBLICATIONS

This tariff is governed by the following described publications and by supplements thereto or reissues thereof (see Note A):

NMF 100 Series (Classification Governing), issued by National Motor Freight Tariff Association, Inc. Agent;

SMC 185 Series (Directory of Operating Rights), issued by SMC, agent

ODFL 100 Series (Rules Tariff), issued by Old Dominion Freight Line, Inc.

ODFL 115 Series (Points of Service Tariff), issued by Old Dominion Freight Line, Inc.

ODFL 128 Series (Fuel Increase Master Tariff), issued by Old Dominion Freight Line, Inc.

U. S. Postal Service Zip Code Directory

Canadian Postal Code Directory

ATA 111 Series, (Hazardous Materials), issued by American Trucking Association, Inc.

NOTE A - Whenever a rule or other provision is published in this tariff, it removes the application of a similar rule or provision published in any "governing publications"

ITEM 120 CANCELLATION OF ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel, except as otherwise specifically indicated, correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 445-A cancels Item 445, and Item 365-B cancels Item 365-A in a prior supplement of which in turn cancelled Item 365. If the new item provides a specific cancellation of prior issue or issues, this rule is not applicable.

ITEM 130 DEFINITIONS

Security Divider Service applies only during "Business Hours" on "Business Days", excluding "Holidays".

"Business Day" - means each day, Monday through Friday, excluding Holidays.

"Business Hours" - means that time during which operations are generally conducted by the carrier at the point where the service is performed.

"Holiday" - means: New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday.

ITEM 150 APPLICATION OF TARIFF

The provisions of this tariff apply only when the consignor, consignee or payer of freight charges (third party billing shipments) requests Security Divider Service. The request for such service will be subject to the rules, restrictions, discounts, minimum charges and other provisions contained herein.

The provisions established will refer to a reference number and will indicate the specific rate that applies. The provisions referring here to will become effective immediately upon being entered and will expire on the date indicated, but not later than 10 days after date of establishment if and expiration date is not indicated.

ITEM 160**RESTRICTED COMMODITIES**

Security Divider Service will NOT apply on shipments of the following commodities:

Perishable Goods

Prohibited or Restricted Articles as named in Item 780 of Rules Tariff ODFL 100 series.

ITEM 165**RESTRICTED PICK UPS AND DELIVERIES**

Security Divider Service will NOT apply on shipments requiring delivery or pick-ups at the following:

- Agent Points
- Partner points
- Security Divider Service may apply for select points in Canada.

ITEM 170**RESTRICTED SERVICES**

Security Divider Service will NOT apply on shipments requiring the following services:

Delivery to points subject to Arbitrary Charges as named in Items 352-1, 751 and 751-5.

In Bond shipments

Carrier is not responsible for delays in service due to the final consignees request for appointments, notifications, or other delays imposed on the delivering carrier.

ITEM 175**FORCE MAJEURE**

Security Divider Service described in this tariff will become void when conditions beyond carrier's control and without its fault or negligence (each a "force majeure event") arise and prevent carrier from performing Security Divider Service.

Force majeure events include, without limiting the generality of the foregoing: acts of God or the public enemy, fire or explosion, flood, actions of the elements, war, riots, embargoes, quarantine, strikes, lockouts, disputes with workmen or other labor disturbances, acts or requests of any governmental authority, data communication or hardware failure beyond carrier's control, or any cause beyond its control, whether or not similar to the foregoing. Carrier may at its sole discretion notify customer that due to operational issues, timing, or other circumstances beyond its control that a pickup is being declined because carrier is unable to protect the service schedule.

ITEM 500**SECURITY DIVIDER SERVICE**

Carrier shall provide to Customer upon Customer's request security divider service which has the effect of creating a sealed barrier between Customer's goods and any other co-loaded goods from any other Customer.

Carrier shall provide to Customer sufficient space on a 28 foot pup trailer for the Customer to load its goods. Customer is responsible to load and protect the goods after loading in such a manner that normal transportation will not injure the goods. Carrier and Customer will use plywood sheets to separate the goods from the rest of the goods to be loaded on that trailer and use either a special seal or lock for security. The Consignee shall be responsible for the removal of seal or lock and partition and the unloading of the freight.

Seals or locks will be connected to a special internal frame in a rack trailer of Carrier. During the course of transit, Carrier shall not have access to the secured area without prior approval of Customer except in the case of an emergency for safety reasons or as required by local, state or federal law enforcement agencies.

Item 500 Continued

Customer shall also be subject to the following additional rules regarding this service offering:

1. As long as the security seals are intact and un-tampered at time of delivery to the consignee, Carrier has no liability for any shortage.
2. Except as otherwise set forth herein, Carrier has no liability for damage to any goods shipped unless Carrier is negligent in its transportation. In such cases, Carrier's liability shall be subject to provisions as noted in ODFL 100 Series, Additional Services and Rules Tariff, item 594, Maximum Carrier Cargo Liability.
3. Notwithstanding the foregoing, Carrier shall have no liability relating to or arising from the transportation of goods when, after the Security Divider has been installed and sealed or locked and prior to the goods reaching destination, Customer directs Carrier to remove, or, at the request of Carrier, expressly approves Carrier's removal of, the Security Divider and the transloading of Customer's goods onto another vehicle for transportation and/or delivery. Customer waives its right to assert claims against Carrier for any loss, damage, destruction, or delay to Customer's goods while in Carrier's possession or control following Customer-directed or -approved unlocking and removal of the Security Divider until the unloading process begins and forever discharges Carrier from any and all actions, damages, claims and demands in any form whatsoever, in law or in equity, which Customer ever had or may have against Carrier arising from or relating to any of Carrier's actions with respect to the transfer, transload, or transportation of such goods from the time Carrier unlocks and removes the Security Divider at Customer's request or with its approval until Carrier begins unloading such goods at destination.
4. Customer must request this Security Divider service a minimum of 24 hours in advance of pickup so Carrier can secure the special rack trailers and security dividers on a timely basis.
5. Bill of lading must be marked at time of Pick up with
"SECURITY DIVIDER SERVICE REQUESTED".
6. Carrier shall provide special security seals or locks for the movement. Locks remain the property of Carrier.
7. In lieu of charges in ODFL 100 series Item 910, Storage, a flat charge of \$175.00 shall apply per shipment. All other provisions of Item 910 will apply.

ITEM 564 FAILURE TO MAKE TIMELY PAYMENT OF CHARGES

Failure to make payment of charges for services performed hereunder within a period of **42** calendar days from the original invoice due date will result in penalties and charges provided in **Item 564** of ODFL Rules Tariff 100 series.