



ODFL 667-C

Cancels

ODFL 667-B

OLD DOMINION FREIGHT LINE, INC.

MC-107478

OD CRITICAL TARIFF

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

Effective: September 29, 2026

Issued by:

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ITEM 100 — GOVERNING PUBLICATIONS

This Tariff is governed by the following described publication and by supplements thereto or reissues thereof (see NOTE):

ODFL 100 Series (Rules Tariff), issued by Old Dominion Freight Line, Inc.
ODFL 115 Series (Points of Service), issued by Old Dominion Freight Line, Inc.
ODFL 128 Series (Fuel Surcharge), issued by Old Dominion Freight Line, Inc.
ODFL 705 Series (Container Tariff), issued by Old Dominion Freight Line, Inc.
NMF 100 Series (Classification Governing), issued by the National Motor Freight Traffic Association, Inc., agent:
ATA 111 Series (Hazardous Materials), issued by American Trucking Associations, Inc.
U.S. Postal Service Zip Code Directory
Canadian Postal Code Directory

NOTE—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 publication”.

ITEM 120 — CANCELLATION OF ITEMS

As this Tariff is supplemented, numbered items with letter suffixes cancel (except as otherwise specifically indicated) the 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; Item 365-B cancels Item 365-A, which cancelled Item 365. If the new Item provides a specific cancellation of prior issue or issues, this rule is not applicable.

ITEM 130 — ABBREVIATIONS—STATE OR PROVINCE—UNIFORM EXPLANATION OF

Where two letter abbreviations of states or provinces are used in tariffs and supplements issued by Old Dominion Freight Line, Inc (“ODFL”), the abbreviations and explanation will be as follows:

United States of America					
State Abbreviation	Explanation	State Abbreviation	Explanation	State Abbreviation	Explanation
AK	Alaska	KY	Kentucky	NY	New York
AL	Alabama	LA	Louisiana	OH	Ohio
AR	Arkansas	MA	Massachusetts	OK	Oklahoma
AZ	Arizona	MD	Maryland	OR	Oregon
CA	California	ME	Maine	PA	Pennsylvania
CO	Colorado	MI	Michigan	RI	Rhode Island
CT	Connecticut	MN	Minnesota	SC	South Carolina
DC	District of Columbia	MO	Missouri	SD	South Dakota
DE	Delaware	MS	Mississippi	TN	Tennessee
FL	Florida	MT	Montana	TX	Texas
GA	Georgia	NC	North Carolina	UT	Utah
HI	Hawaii	ND	North Dakota	VA	Virginia
IA	Iowa	NE	Nebraska	VT	Vermont
ID	Idaho	NH	New Hampshire	WA	Washington
IL	Illinois	NJ	New Jersey	WI	Wisconsin
IN	Indiana	NM	New Mexico	WV	West Virginia
KS	Kansas	NV	Nevada	WY	Wyoming

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Dominion of Canada					
Province Abbreviation	Explanation	Province Abbreviation	Explanation	Province Abbreviation	Explanation
AB	Alberta	NS	Nova Scotia	PE	Prince Edward Island
BC	British Columbia	NT	Northwest Territories	PQ / QC	Quebec
MB	Manitoba	NU	Nunavut	SK	Saskatchewan
NB	New Brunswick	ON	Ontario	YT	Yukon
NF / NL	Newfoundland, including Labrador				

Country Abbreviation	Explanation
CN	Canada
U.S.	United States of America
U.S.A.	United States of America

ITEM 150 — APPLICATION OF TARIFF

- The provisions of this Tariff apply only when the consignor, consignee or payor of freight charges (third party billing shipments) requests **OD CRITICAL SERVICE** (hereinafter, "OD Critical").
- The request for such service will be subject to the rules, restrictions, and other provisions contained herein.
- Freight Broker (as that term is defined under ITEM 150(4)) may, at its sole discretion, utilize a third-party motor carrier to transport OD Critical shipments and includes agents, employees, interline carriers, motor carriers, freight forwarders, and other service providers that in any way are involved in the transportation of the shipment (hereinafter, "Third-Party Carrier") by a Freight Broker. Nothing in this Item shall expand ODFL's liability beyond the limitations set forth in this Tariff or be construed to characterize any such Third-Party Carrier as a partner, agent, or joint venture of ODFL.
- ODFL offers a technology-enabled platform that facilitates the arrangement of OD Critical by shippers, consignees, and payors of freight charges, including through licensed third-party property brokers (each, a "Freight Broker"). With respect to any shipment for which a Freight Broker independently arranges transportation with a Third-Party Carrier, ODFL is not acting as, and shall not be deemed, a freight broker as defined under 49 U.S.C. § 13102(2) and 49 C.F.R. Part 371, nor as a motor carrier, except to the limited extent that ODFL itself performs discrete pickup and/or delivery services as expressly described in the OD Critical Platform Services Agreement between ODFL and the applicable Freight Broker or Customer (as that term is defined under ITEM 574(1)), in which limited circumstance ODFL acts solely in its capacity as a motor carrier for that discrete leg of transportation (such services, "Motor Carrier Services").

ITEM 155 — ODFL STATUS: TECHNOLOGY-ENABLED PLATFORM

- ODFL is not a party to, and assumes no obligation, liability, or responsibility under any brokerage agreement, transportation contract, or other agreement between a Freight Broker and any Third-Party Carrier engaged by such Freight Broker to transport a shipment.
- Nothing in this Tariff shall be construed to expand ODFL's role beyond that of a technology-enabled platform operator, except with respect to ODFL's performance of Motor Carrier Services.

ITEM 170 — RESTRICTED SERVICES

ODFL is not responsible for delays in service due to the final consignee's request for appointments, notifications, or other delays imposed on a Third-Party Carrier, or where applicable, ODFL when performing Motor Carrier Services.

ITEM 175 — FORCE MAJEURE

OD Critical service described in this Tariff will become void when conditions beyond ODFL's or a Third-Party Carrier's control and without such party's fault or negligence arise, including, 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 ODFL's or a Third-Party Carrier's control, or any cause beyond such party's control, whether or not similar to the foregoing.

ITEM 500 — OD CRITICAL SERVICE

Requests* for OD Critical Service must be made as follows:

1. Call an OD Critical Coordinator at **888-430-5338** or
2. Send email to **ODCritical@odfl.com**.
3. Any special handling instructions must be communicated to OD Critical at the time of rate estimate or when scheduling the pickup. Special handling instructions must also be notated on the bill of lading at the time of shipment.
4. OD Critical Coordinator will negotiate service and price with paying party and provide specific information that **MUST** appear on the bill of lading, including the pro number that is assigned to the shipment.
5. Allowances/Incentives or any other pricing provisions contained in any tariff or contract schedule shall not apply on shipments when OD Critical is requested and utilized by Customer.

*No other person is authorized to commit ODFL to OD Critical service and price levels.

ITEM 502 — DETENTION – TRAILER WITH TRACTOR

This item applies when ODFL's or a Third-Party 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 ODFL, or where applicable, a Third-Party 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 ODFL by the consignor, consignee or a third party.
- c. When an employee of ODFL (when it performs Motor Carrier Services), or an employee of a Third-Party Carrier, 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 ODFL (when it performs Motor Carrier Services), or a Third-Party Carrier to pick up or deliver freight at hours other than such party's normal business hours. This shall not be construed to restrict the ability of ODFL (when it performs Motor Carrier Services), or a Third-Party Carrier to pick up or deliver shipments at times other than its normal business hours.

2. COMPUTATION OF TIME

- a. The time for each vehicle will begin when the vehicle arrives at the Customer's property.
- b. 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 an employee of ODFL (when it performs Motor Carrier Services), 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 an employee of ODFL (when it performs Motor Carrier Services), or an employee of a Third-Party Carrier, with a signed delivery receipt.

3. DETENTION CHARGES

- a. Two (2) hours of free time will be allotted.
- b. The charge for the delay of each vehicle beyond the free time will be **\$75.00** for each 30-minute period or fraction thereof, subject to a minimum charge of **\$150.00** per shipment.

ITEM 505 — LAYOVER CHARGES

In the event that OD Critical uses a Third-Party Carrier and delivery at requested date and time was unable to be completed due to no fault of ODFL or the Third-Party Carrier, a layover fee of **\$350.00** per day for a single driver or **\$700.00** per day for a team would apply.

ITEM 520 — ADJUSTMENT OF FREIGHT CHARGES FOR SERVICE FAILURE

If Customer makes a written claim to ODFL within 30 days of delivery for failure to perform a time-specific delivery that exceeds one (1) hour from the committed delivery time, ODFL may under certain conditions reduce part of transportation charges owed for the affected OD Critical charges only.

If the OD Critical charges have been paid, a refund will be issued for the difference to the claimant. If failure is due to conditions outlined in Item 175 — FORCE MAJEURE, no refund or reduction shall apply.

ITEM 540 — CANCELLATION OF PICKUP

When ODFL has been requested to provide OD Critical and the shipment/request is subsequently cancelled, the following will apply.

1. Once the OD Critical Coordinator has received confirmation and acceptance, whether verbal or written, of price and service from the authorized Payor, ODFL (when it performs Motor Carrier Services) will promptly schedule the requested service within its own network or, where applicable, engage a Third-Party Carrier as described in ITEM 155 — ODFL STATUS; TECHNOLOGY-ENABLED PLATFORM.
2. ODFL will grant a grace period of fifteen (15) minutes from receipt of acceptance for cancellation of the service, when freight is moving within the ODFL network in the event that ODFL performs Motor Carrier Services, or when freight is moving with a Third-Party Carrier, without charge or penalty.
3. After the expiration of the fifteen (15) minute grace period, and if Payor requests cancellation of serviced Critical, ODFL shall charge a minimum of **\$300.00** to the payor to offset any and all out-of-pockets expense charged by third parties to ODFL or incurred for servicing the requested shipment.

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 ODFL 100 Series, Item 564.

ITEM 574 — OPTIONAL HIGHER LEVEL OF CARRIER CARGO LIABILITY

The optional higher levels of cargo liability and the terms set forth in this ITEM 574 — OPTIONAL HIGHER LEVEL OF CARGO LIABILITY apply to ODFL when it performs Motor Carrier Services for shipments, or portions thereof. ODFL assumes no cargo liability under this Item 574 for any loss, damage, or delay that occurs during a portion of a shipment transported by a Third-Party Carrier that is engaged by a Freight Broker.

1. If no optional higher level of cargo liability of ODFL or a Third-Party Carrier is selected pursuant to the terms noted within this ITEM 574 — OPTIONAL HIGHER LEVEL OF CARGO LIABILITY, shipper, consignee and/or their respective agents (collectively referred to and defined herein to mean the "Customer") agree that the maximum cargo liability of ODFL or a Third-Party Carrier is limited as set forth under ITEM 594 — MAXIMUM CARGO LIABILITY in this Tariff. All rates/values are in US Dollars unless otherwise noted.

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2. The person and/or entity who tenders the shipment to ODFL or any Third-Party Carrier 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.
3. 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 under the OD Critical Platform as set forth under ITEM 780 — PROHIBITED OR RESTRICTED ARTICLES in this Tariff and Household Goods. If these commodities are inadvertently accepted, ODFL and any Third-Party Service Provider 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.
4. Prior to tendering the shipment to ODFL or any Third-Party Carrier, Customer may obtain additional cargo liability for the shipment, which completely replaces the level of carrier cargo liability outlined under ITEM 594 — MAXIMUM CARGO LIABILITY (or as otherwise provided in an applicable contract or tariff), by complying fully with BOTH of the below steps. For the avoidance of doubt, any additional cargo liability obtained applies only to portions of a shipment for which ODFL performs Motor Carrier Services and does not extend to any transport or services performed by a Third-Party Carrier that is engaged by a Freight Broker. Failure to comply with both of these steps will result in the shipment reverting back to the level of cargo liability outlined under ITEM 594 — MAXIMUM CARGO LIABILITY in this Tariff or as otherwise agreed to in writing.

STEP 1: Requesting additional cargo liability in writing for the Covered Value (as that term is defined under Step 2 (b) below) by:

- (a) sending a written request to a representative of ODFL 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;*
- (b) noting in writing the request for additional cargo liability (pursuant to and in compliance with all items noted in Step 2 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 Step 2 (c) below for the maximum limit allowed to be noted on bill of lading without having to obtain written confirmation and approval from ODFL;* or
- (c) making a request for additional cargo liability in the ODFL'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 ITEM 574 — OPTIONAL HIGHER LEVEL OF 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 ODFL as calculated per (a) below for transporting the shipment at the agreed upon higher level of cargo liability.

- (a) ODFL offers additional cargo liability at the following rate for requests up to the maximums noted under (c) below, which is provided for information only and is subject to change. Please contact the OD Critical Coordinator for the current rate applicable to the shipment, including rate for requests for additional cargo liability over the maximums noted under (c) below:

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:

- a. between points within the 48 Contiguous States; or
- b. between points within the 48 Contiguous States and Canada.

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- (b) The term "Covered Value" is defined as the entire amount (starting at first dollar) for which the Customer requests cargo liability protection on the shipment, subject to the limitations set forth in this ITEM 574 — OPTIONAL HIGHER LEVEL OF CARGO LIABILITY. *For Example: If the level of cargo liability under MAXIMUM 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 cargo liability outlined under ITEM 594 — MAXIMUM 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."*
- (c) Unless Customer receives written confirmation and approval from an officer of ODFL for an amount higher than what is noted below prior to tendering the shipment to ODFL or any Third-Party Carrier, additional cargo liability cannot exceed the below maximums:
- **\$250,000** per shipment – new commodities (excluding Tradeshow commodities); or
 - **\$15,000** per shipment – used commodities, reconditioned commodities, refurbished commodities, remanufactured commodities, and/or personal effects (excluding Tradeshow commodities); or
 - **\$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 (g) 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 ODFL prior to tendering the shipment to ODFL or any Third-Party Carrier, the request for additional cargo liability will be defaulted back to the appropriate maximum noted above.

- (d) This higher level of cargo liability commences from the time ODFL or any Third-Party Carrier takes possession of the approved commodities and continues in force during the ordinary and customary course of transit to the final destination. Neither ODFL nor any Third-Party Carrier will, however, accept requests for additional cargo liability on a corrected waybill or bill of lading after the shipment has been picked up by ODFL or any Third-Party Carrier.
- (e) Neither ODFL nor any Third-Party Carrier shall be liable for a higher level of cargo liability through any unilateral act of the Customer. In no event shall ODFL's or any Third-Party 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. ODFL and any Third-Party 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. Neither ODFL nor any Third-Party Carrier shall be 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.
- (f) The total cargo liability obligation for loss or damage to any shipment or part thereof, when ODFL performs Motor Carrier Services or with respect to any Third-Party Carrier, 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 — OPTIONAL HIGHER LEVEL OF CARGO LIABILITY. Charges associated with additional cargo liability are not recoverable in the event of a cargo claim for loss or damage. ODFL 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 ODFL must be allowed to perform a proper inspection of the freight and circumstances of the claimed loss or damage. ODFL must be notified of any claims for concealed loss or damage within five (5) business days from the date of delivery and ODFL 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 ODFL and any Third-Party Carrier shall have no liability for the claim. Civil actions instituted against ODFL and any Third-Party Carrier shall be instituted no later than two (2) years from the day when written or electronic notice is given by ODFL to Customer that ODFL or any Third-Party Carrier has disallowed the claim or part thereof. When civil actions are instituted after this date, ODFL and any Third-Party Carrier shall have no cargo claim liability.

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(g) 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 ODFL in performance of Motor Carrier Services or any Third-Party Carrier, subject to the following exclusions, and ceases upon delivery of the commodities.

- Loss arising from wear, tear, gradual deterioration, depreciation or inherent vice.
- Loss of or damage to any type of electronic mobile devices – including, but not limited to, cell phones, smart phones, and tablets.
- Loss of or damage to televisions and monitors.
- Late arrival of goods.

Damage to goods being returned from exhibitions or shipped elsewhere unless they are packed to the same standard as for the outward journey.

ITEM 594 — MAXIMUM CARRIER CARGO LIABILITY

Consistent with ITEM 155 — ODFL STATUS: TECHNOLOGY-ENABLED PLATFORM, the cargo liability limitations set forth in this Item 594 apply only to shipments, or portions thereof, for which ODFL performs Motor Carrier Services. ODFL assumes no cargo liability under this Item 594 for any portion of a shipment transported by a Third-Party Carrier engaged by a Freight Broker, which liability is governed by the terms agreed between the Freight Broker and such Third-Party Carrier.

SECTION 1 APPLIES to the 48 Contiguous States domestic Interstate and Intrastate UNLESS LIMITED BY Section 2 of this Item 594 below: (See NOTES 1A, 1B, and 1C)

SECTION 1:

- (a) ODFL's maximum cargo liability for loss, damage, or destruction to any shipment or part thereof shall be limited to the lowest sum set forth below:
- a. actual invoice value; or
 - b. replacement cost; or
 - c. for new commodities: a maximum of **\$25.00** per pound or **\$50,000** per occurrence; or
 - d. for all used, reconditioned, refurbished or remanufactured commodities: a maximum of **\$5.00** per pound or
 - e. **\$10,000** per occurrence.

This maximum level of cargo liability applies only to the weight of the lost or damaged commodities unless the procedures for securing a higher level of cargo liability at a higher transportation charge as set forth under Item 574 — OPTIONAL HIGHER LEVEL OF CARGO LIABILITY of this Tariff are followed. All values are in US Dollars unless otherwise noted.

- (b) Liability for loss, damage, or destruction for freezable commodities shall be subject to the limitations as provided under ODFL 100 Series, Item 810 — PROTECT FROM FREEZING. Unless the bill of lading is clearly marked as "Protect From Freezing", ODFL will not be liable for loss, damage or destruction resulting from failure to furnish required protection.
- (c) The procedure for securing higher levels of cargo liability is set forth under ITEM 574 — OPTIONAL HIGHER LEVEL OF CARGO LIABILITY of this Tariff. ODFL 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 ODFL. Also, a notation of a declared value on a bill of lading will not be considered a request for a higher level of cargo liability due to various regulatory/statutory requirements to note a declared value on many shipments being transported outside the United States.
- (d) Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by ODFL to determine liability.
- (e) ODFL 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 ODFL must be allowed to perform a proper inspection of the freight and circumstances of the claimed loss or damage. ODFL must be notified of any claims for concealed loss or damage within five (5) business days from the date of delivery and ODFL must be allowed to perform a proper inspection

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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 ODFL shall have no liability for the claim. Civil actions instituted against ODFL shall be instituted no later than two (2) years from the day when written or electronic notice is given by ODFL to claimant that ODFL has disallowed the claim or part thereof. When civil actions are instituted after this date, ODFL shall have no cargo claim liability.

- (f) Liability for loss, damage or destruction of property that is being returned to the original shipper by ODFL, when such property WAS NOT initially transported by ODFL, will be limited to liability for lost freight only and ODFL will have no liability for claimed damages.
- (g) Liability for loss, damage or destruction of property that is being returned to the original shipper by ODFL, when such property WAS initially transported by ODFL, delivered without exception, and ODFL is not given an opportunity to inspect prior to return, will be limited to liability for lost freight only and ODFL will have no liability for claimed damages.

SECTION 1 NOTES:

NOTE 1A— ODFL 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 ODFL, whether foreseeable, disclosed or not. ODFL 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 1B—Certain articles are not transported by ODFL as set forth under Item 780 — PROHIBITED OR RESTRICTED ARTICLES under this Tariff. If these articles are inadvertently accepted, ODFL'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, ODFL's maximum cargo liability will be limited to \$0.10 per pound or a maximum of \$500.00 per occurrence."

NOTE 1C—Household goods are prohibited to be transported by ODFL 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, ODFL's maximum cargo liability will be limited to **\$0.10** per pound or a maximum of **\$500.00** per occurrence.

SECTION 2:

CANADA — any inland portion of a shipment that originates FROM Canada.

- (a) ODFL's maximum carrier cargo liability for the inland portion of any shipments that originate FROM CANADA for loss, damage, or destruction to any shipment or part thereof shall be limited to whichever is lowest of the following:
 - i. actual invoice costs of the shipment; or
 - ii. a maximum of CAN \$2.00 (Canadian) per pound or CAN \$50,000 (Canadian) per occurrence.

This maximum level of cargo liability applies only to the weight of the lost or damaged commodities unless limited by this Section 2 or the procedures for securing a higher level of cargo liability at a higher transportation charge as set forth in ITEM 574 — OPTIONAL HIGHER LEVEL OF CARGO LIABILITY.

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

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ITEM 780 — PROHIBITED OR RESTRICTED ARTICLES

1. Unless otherwise provided, OD Critical will not be available for shipments of the following commodities:
 - a. Any substance that has not been approved for a medical use by the U.S. Food and Drug Administration or that has been listed as a Drug or Chemical of Concern by the U.S. Drug Enforcement Administration.
 - b. Any item otherwise prohibited by federal, state or local law, rule or regulation.
 - c. Original or authentic recorded data on device(s) deemed invaluable.

Specific Prohibited or Restricted Articles	
Bank bills	Letters, with or without stamps affixed (NOTE 2)
Biological products	Live animals
Blacks: carbon gas, lamp, oil, vegetable – NMFC Items 23900 and 23940	Medical waste
Cannabis	Museum exhibits or articles of antiquity (NOTE 4)
Carbon: activated, black, lamp, graphite – NMFC Items 40560 and 40600	Notes
Coins (NOTE 1)	Original works of art (NOTE 5)
Corpses	Poisonous/infectious substances
Currency	Postage stamps
Deeds	Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery)
Diagnostic specimens	Precious stones
Drafts	Quicksilver (Liquid Mercury)
Explosives	Radioactive materials of any nature
Fine jewelry and watches, other than costume or novelty	Revenue stamps (NOTE 3)
Fossils	Universal waste
Furniture - picked up from or delivered to private residences, Agent points or Interline points	Used 55-gallon drums Dispenser or like items
Grandfather clocks or floor standing clocks	Used PPE waste
Hazardous wastes	Used tires
Hemp – fiber or raw form	Valuable papers of any kind
Hides, green or wet	

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

In the event one of these prohibited articles is inadvertently picked up, Carrier's maximum carrier cargo liability will be limited to **\$0.10** per pound or a maximum of **\$500.00** per occurrence, whichever is less based of the weight of the lost or damaged article. All values are in U.S. Dollars unless otherwise noted.

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 NMF Item 100240 or numismatic exhibits subject to NMF Item 63830.

NOTE 5—Except pictures or paintings subject to NMF Items 100240 or 56165, both at released values.

ITEM 800 — CHASSIS RENTAL

1. When ODFL performs Motor Carrier Services and is required to pick up or return a chassis at a different location other than the container, an additional charge of **\$175.00** per chassis per occurrence will apply. The payer of charges will be invoiced for the charges, unless authorized in writing from a third party.
2. When ODFL performs Motor Carrier Services and it or a Third-Party Carrier is requested to furnish its own chassis to deliver an ocean container, the charge will be **\$75.00** per day per shipment. For triaxle, the charge will be **\$150.00** per day per shipment. The freight payer of charges will be invoiced for the charges unless authorized in writing from a third party.

ITEM 820 — LOCAL DRAYAGE STORAGE CHARGE

When Customer requests that ODFL, in its performance of Motor Carrier Services, or a Third-Party Carrier pick up a container from the port or rail yard and hold at such party's yard prior to movement of the container to final destination the following will apply:

1. A drayage prepull charge of **\$200.00** per container will be applied plus any storage charges that may become applicable.
2. If requested by the consignee to hold or store a loaded container on the premises of ODFL or a Third-Party Carrier for more than one (1) day, storage charges of **\$150.00** per day will be applicable in addition to the steamship line per diem charges, beginning with the first day and until the container is unloaded.

ITEM 840 – CHASSIS FLIP FEE

When a port, rail yard or container yard charges a fee to “flip” a container from an existing chassis to an ODFL-provided chassis (long haul road chassis, tri-axle chassis, super chassis, low boy, flat bed, etc.), in ODFL's performance of Motor Carrier Services, then a minimum flip fee of **\$175.00** will be charged per flip.

ITEM 860 – CONTAINER WEIGHT

The maximum weight per loaded container shall not exceed the lawful maximum weight established by the applicable state law and, in no case, shall the cargo weight exceed 36,000 lbs. on containers less than 40 feet in length or 44,000 lbs. on containers 40 feet or greater in length.

If shipments are tendered that are in excess of the lawful maximum weight (either gross weight, axle weight or cargo weight), the following will apply (see Note):

1. Purchase cost of special permits, where obtainable, for each state traveled through, plus a minimum service charge of **\$30.00** for each permit obtained will be assessed in addition to other applicable charges.
2. All charges shall be collected from the shipper or party requesting movement of the shipment.
3. Upon written request, ODFL, when performing Motor Carrier Services, or a Third-Party Carrier will stop off to weigh the container, both empty and loaded for an additional charge of **\$64.00** when certified scales are not available at place of loading or unloading plus **\$10.00** per weight ticket or actual cost, whichever is higher.

The party requesting movement of the shipment will be responsible for any and all overweight fines assessed by federal, state, or local government agencies as a result of the weight of container or any axle or group of axles that exceed the legal weight allowances of the applicable governing body. Subject to a minimum charge of **\$300.00** per shipment.

Citations received from state authorities, where legal axle weights, gross weights, or bridge law weights are exceeded beyond lawful limits, will be the responsibility of the Customer.

For all states, when a tri-axle chassis is provided at additional Customer expense, paragraphs 1 and 2 above will apply as if the 20-foot container was actually a 40-foot container or larger.

Tariff: ODFL 667-C
OD CRITICAL TARIFF

NOTE—The records of ODFL, when performing Motor Carrier Services, or the records of a Third-Party Carrier must be maintained and kept available at all times and must show each vehicle containing overweight shipments on which permits are required.