

Supplement 1
TO
ODFL 700-A

CANCELLATION NOTICE

Rates and provisions of ODFL 700-A are hereby cancelled.



TARIFF ODFL 700-A

OLD DOMINION FREIGHT LINE, INC.

MC-107478

LCL GUARANTEED

**BETWEEN POINTS IN THE UNITED STATES
AND
BETWEEN POINTS IN THE UNITED STATES, ON THE ONE HAND, AND
POINTS IN CANADA, ON THE OTHER HAND
TO THE EXTENT AS PROVIDED HEREIN**

EFFECTIVE AUGUST 29, 2016

ISSUED BY
TODD A. POLEN
VP PRICING
PRICING DEPARTMENT
500 OLD DOMINION WAY
THOMASVILLE, NC 2736

LCL GUARANTEED TERMS AND CONDITIONS

Old Dominion Freight line, Inc is providing to its customers an LCL Guaranteed on-time transportation program. This LCL Guaranteed program will offer a through service on-time guarantee from the origin port via ocean transport (LCL service) to the customers door (LTL service) , subject to the terms and conditions of this tariff and the service locations as indicated on the ODFL website. Shipments that are ex-works will not be accepted into this program. Transit times will begin from date of sailing from the origin international port and will terminate upon delivery to the door of the customer in the United States. Guarantee is null and void if a delay is caused by the consignee, it agents or assigns.

1. Service locations are defined by accessing ODFL's website at www.odfl.com. Service origins from international origins will be displayed on the website and will be subject to change as additional origins are added to the program. Service within the United States shown as delivered "direct" by ODFL will be covered under this LCL Guarantee, while shipments to any interline point on the ODFL website will not covered under this guaranteed program.
2. Nothing in this tariff shall require ODFL to deliver when conditions prevent it from doing so because of: (1) the condition of roads, streets, driveways or approaches thereto: (2) inadequate unloading facilities: (3) fire, Acts of God, acts of war, riots, civil commotions, strikes, lockouts, stoppages or restraint of labor or other labor disturbances, and orders of civil or military authority: (4) use of ferries: (5) incorrect addresses: (6) acts or omissions of the nominated broker: (7) any errors or omissions on the bill of lading that may effect delivery; (8) storms or severe weather (9) exams or inspections by US Customs or any other governmental agency.
3. Deliveries are during regular business hours which are from 0700 AM to 1800 PM, local time of the final delivery location. ODFL is not obligated to deliver on Saturday, Sunday, or Holidays and all service computations exclude these days from the service calculation times. United States holidays are defined as: New Years Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, port holidays and US Customs Holidays.
4. The shipment must be delivered to and received by the origin CFS at port of origin no later than the fifth business day prior to the sail date of the vessel from the international origin port.
5. Service failures which are caused by ODFL's mis-performance will result in a 30% refund as a reduction off of the base inland freight charges, excluding accessorial charges, bunker charges, taxes and duties, customs brokerage or any other fees. The responsible party for paying for the shipment must submit, in writing to the remittance address shown on the invoice, a request for the 30% refund due to a service failure. The refund may not be deducted from the otherwise total invoice charges due and all charges must be paid before a refund will be issued. Claims for refunds must be made in writing within 30 days after the final delivery has occurred or the refund will be denied.
6. Hazardous materials, Household goods, Garments on Hanger, ODFL Prohibited Commodities, single items weighing in excess of 5,000 pounds and shipments traveling on a Letter of Credit will not be accepted to this program.
7. Shipments requiring any type of temperature control, heated or cooled, will not be accepted under this program and if a shipment is advertently accepted, ODFL will have no liability.
8. All shipments moving under the Pacific Promise program are subject to the terms and conditions on the ocean bill of lading from port of loading to US CFS and will be subject to Old Dominion's domestic bill of lading from pickup at US CFS to the final delivery location. All of the terms and conditions of both bills of lading are available on ODFL's website (www.ODFL.com) and on the back of the carrier's bill of lading. When any tender of a shipment to ODFL or it agent is made, the customer, shipper, or controlling party authorizing the tender of the shipment expressly agrees to the ocean bill of lading and Old Dominion domestic bill of lading terms and conditions. In order to avoid delays and potential void of the guarantee, Old Dominion strongly urges the use of an Express Bill of Lading. However, recognizing it is not always possible to use an Express Bill of Lading, an original of the House Bill of Lading is permissible so long as the endorsed copy of the original House Bill of Lading is physically received at ODFL Global Offices in Thomasville, NC or the originating OD Global Agents overseas office on the day the container arrives at the Port of Discharge. Otherwise, the Pacific Promise service guarantee is null and void. In the event the

original Bill of Lading is surrendered at the overseas office, additional charges for a telex release may apply.

9. ODFL will not be liable for any consequential, indirect, or punitive damages for claims for loss of profits from a service failure or as a result of any alleged breach under the guaranteed program. The refund under this program shall be the sole, adequate and exclusive remedy for breach of service.
10. Rates are subject to the current BAF and inland fuel surcharges in effect on the website on the date the shipments begin transport. Any pricing programs, fuel surcharge programs, rules, or other agreements in writing between the parties shall not apply to this guaranteed program.
11. ODFL reserves the right to charge a minimum low density charge when the average density of the freight movement is below 8.5 pounds per cubic ft or 136 kilograms per cubic meter. ODFL shall charge a minimum of 136 Kgs times the total cubic meters to recalculate a new chargeable kilogram weight. ODFL shall charge the higher of the actual kilograms or the new chargeable kilogram weight, subject to an absolute minimum charge of \$400.00 per shipment.
12. All ground transportation within the United States and Canada will be governed by the OD100 Rules Tariff series and all ocean freight shall be governed by Tariff 666. Copies of all rules, terms, conditions, liability, payment terms, accessorial charges, fuel surcharges as provided in the OD 100 Rules Tariff shall apply to all shipments made under this program as if they were provided in detail in this document. Copies of the OD 100 Rules and 666 Tariffs are available on the website (www.odfl.com).
13. The Guaranteed program applies to those shipments that are Customs pre-filed prior to vessel arrival at the US West Coast port as evidenced by the US Customs Form CF3461 in possession no later than noon Pacific Time on the first day of cargo availability at the CFS designated by Old Dominion. Shipments that sit at the designated CFS in excess of five days will be subject to storage charges and potential general order.
14. In accordance with the Importer Security Filing (ISF), all shipments must have the ISF filed by the importer of record prior to the shipment being laden onboard the vessel. Delays because of missing ISF filings will automatically void the Pacific Promise guarantee and Old Dominion or its overseas agents will be responsible for any additional costs, penalties or associated charges with such late filing.

(END)