

GENERAL FREIGHT TARIFF 5000

NAMING RULES AND CHARGES GOVERNING DEMURRAGE, SWITCHING AND OTHER ACCESSORIAL AND TERMINAL SERVICES

For the following Subscribing Carriers:

Railroad	
Alabama & Tennessee River Railway, LLC	ATN
Brownsville & Rio Grande International Rail	BRG
Chicago Rail Link, LLC	CRL
Central Texas & Colorado River Railway, LLC	CTXR
Decatur Central Railway, LLC	DCC
Fulton County Railway, LLC	FCR
Georgia & Florida Railway, LLC	GFRR
Georgia Woodlands Railway, LLC	GWRC
Great Western Railway of Colorado, LLC	GWR
Illinois Railway, LLC	IR
Kettle Falls International Railway, LLC	KFR
Manufacturers' Junction Railway, LLC	MJ
Nebraska, Kansas, & Colorado Railway, LLC	NKCR
Newburgh & South Shore Railroad, LLC	NSR
Northern Ohio & Western Railway, LLC	NOW
Panhandle Northern Railroad, LLC	PNR
Peru Industrial Railroad, LLC	PIR
Sand Springs Railway Company	SS
Stockton Terminal and Eastern Railroad	STE

This Tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: December 10, 2018

EFFECTIVE: January 1, 2019

ISSUED BY:
OmniTRAX Commercial Department
Acting as Agent for Subscribing Carriers

GENERAL FREIGHT TARIFF 5000

Check Sheet for Page Revisions

Revision 16

Except as otherwise provided, Title Page and through Page 29, inclusive, are effective as of the date shown. Original and revised pages as named below contain all the changes. Original and revised pages as named below contain all the changes.

Page	Revision	Page	Revision	Page	Revision	Page	Revision
TITLE	4	30	2				
2	ORIGINAL	31	1				
3	2	32	ORIGINAL				
4	3						
5	3						
6	3						
7	2						
8	3						
9	4						
10	4						
11	1						
12	4						
13	5						
14	5						
15	4						
16	5						
17	5						
18	6						
19	4						
20	6						
21	5						
22	6						
23	6						
24	4						
25	5						
26	4						
27	4						
28	4						
29	4						

ISSUED: December 10, 2018

EFFECTIVE: January 1, 2019

ISSUED BY: Commercial Department, 252 Clayton Street 4th Floor, Denver, CO 80206

For explanation of Abbreviations and Reference Marks not explained herein, see Item 99999 of this tariff.

TABLE OF CONTENTS

SECTION/DESCRIPTION	ITEM #
SECTION 1 : GENERAL RULES	
CANCELLATION NOTICE	1000
DESCRIPTION OF UNIFORM FREIGHT CLASSIFICATION	1005
STATION LIST AND GUIDELINES	1010
DISPOSITION OF FRACTIONS	1015
METHOD OF CANCELLING AND AMENDING ITEMS	1020
REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.	1030
CONSECUTIVE NUMBERS	1040
TERM SUBSCRIBING CARRIER	1050
CAR DEMURRAGE, SWITCHING AND ACCESSORIAL RATE TARIFF	1060
DESCRIPTION OF COMMODITIES AND INSPECTION	1070
MILEAGE CHARGES ON PRIVATELY OWNED CARS	1080
SHIPPING DOCUMENT	1090
MAXIMUM ALLOWABLE GROSS WEIGHT ON RAIL	1100
CAPACITIES AND DIMENSIONS OF CARS	1110
CONGESTION RESULTING FROM RAIL CUSTOMER	1120
UNLOADING AND RELEASE OF EQUIPMENT AT DESTINATION	1130
LIMITATION OF LIABILITY	1140
PACKAGING	1150
TERMINAL AND SPECIAL SERVICES	1160
SECTION 1 : GENERAL RULES : DEFINITIONS	1300
SECTION 1 : GENERAL RULES : CREDIT TERMS AND BILLING PROCEDURES	
CREDIT	1400
SECURITY DEPOSITS	1410
BILLING PROCEDURES	1415
INVOICE DISPUTE PROCEDURES	1420
DEMURRAGE DISPUTE PROCEDURES	1425
PAYMENT METHODS	1430
SECTION 1 : GENERAL RULES : RATE PUBLICATION AND FORWARDING INSTRUCTIONS	
RATE PUBLICATION	1500
CURRENCY	1510
PRIVATE TRANSPORTATION CONTRACTS	1520
CONFLICT OF RULES	1530
PRICE TERMS AND CONDITIONS	1540

(TABLE OF CONTENTS CONTINUED ON NEXT PAGE)

TABLE OF CONTENTS

SECTION/DESCRIPTION	ITEM #
FUEL SURCHARGE	1550
INCORPORATION OF DOCUMENTS	1560
REMOVED	1570
RESPONSIBILITY FOR CONNECTING CARRIERS SWITCH CHARGE	1580
FORWARDING INSTRUCTIONS AND EMPTY RELEASE	1600
SECTION 2 : DEMURRAGE RULES	
APPLICATION	2000
INDEMNIFICATION FOR DEMURRAGE AND STORAGE	2005
NOTIFICATION CONSIGNEE/CONSIGNOR	2010
RELEASE FROM CONSTRUCTIVE PLACEMENT	2020
SETTLEMENT OF DEMURRAGE CHARGES	2030
CAR(S) HELD FOR LOADING	2040
CAR(S) HELD FOR UNLOADING	2050
CAR(S) HELD FOR OTHER THAN LOADING/UNLOADING	2060
STORAGE	2070
NON-CHARGEABLE DAYS	2075
DEMURRAGE ON HAZARDOUS MATERIALS EXCLUDING TIH/PIH	2080
DEMURRAGE ON TIH/PIH	2090
DEMURRAGE ON HEAVY CAPACITY CARS	2100
SECTION 3 : SWITCHING AND ACCESSORIAL	
SUBSCRIBING CARRIER RATE TARIFF 8001	3000
INTRA-PLANT SWITCHING	3010
INTRA-TERMINAL SWITCHING	3020
INTER-TERMINAL SWITCHING	3030
RECIPROCAL SWITCHING	3040
INTERMEDIATE SWITCHING	3050
CONSTRUCTIVE PLACEMENT SWITCHING	3055
LOCAL OR RULE 11 RATES	3060
FOREIGN RAILROAD - RECEIVED IN ERROR	3070
FOREIGN RAILROAD - RECEIVED IN IMPROPER CONDITION	3080
ERROR RELEASED - DELIVERED OFF - RETURNED	3090
EMPTY IN, EMPTY OUT	3100
EMPTY OR LOADED RAILCARS RELEASED - NOT AVAILABLE TO PULL - EARLY RELEASE	3110
EMPTY OR LOADED RAILCARS ORDERED IN - UNABLE TO PLACE	3120
RETURNED CAR TO CUSTOMER FACILITY	3130

(TABLE OF CONTENTS CONTINUED ON NEXT PAGE)

TABLE OF CONTENTS

SECTION/DESCRIPTION	ITEM #
REFUSED RETURNED LOADED SHIPMENTS	3140
INDUSTRIAL INTERCHANGE	3150
FAILURE TO DELIVER LOAD TO SUPPLYING CARRIER	3160
HOLD FOR INSTRUCTIONS	3170
HANDLING OF HEAVY WIDE DIMENSIONAL CARS	3180
HANDLING OF OVERLOADED CARS	3200
SPECIAL FREIGHT TRAIN SERVICE	3210
SPECIAL SWITCHING SERVICE	3215
DIVERSION OR RE-CONSIGNMENT	3220
TURNING OF CARS	3230
CLOSING OR OPENING DOORS ON RAILCARS	3240
WEIGHING OF CARS	3250
SWITCHING EMPTY CARS FOR REPAIRS	3260
IDLER CARS	3270
BUFFER CARS	3280
HANDLING PRIVATE RAIL PASSENGER CARS	3290
SCALE TEST CARS	3300
LOCOMOTIVE FREIGHT	3310
MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS	3320
SECTION 4 : HAZARDOUS MATERIALS AND TIH/PIH PROCEDURES AND DEFINITIONS	
TIH/PIH COMMODITIES	4000
HAZARDOUS MATERIALS : LOSS AND DAMAGE	4005
HAZARDOUS MATERIAL AND TIH/PIH LIABILITY	4010
EXPLOSIVES AND DANGEROUS ARTICLES	4020
PROCEDURE ON UNSAFE OR IMPROPERLY LOADED HAZARDOUS MATERIAL AND TIH/PIH CA	4030
PROCEDURE ON ANY MAJOR ADJUSTMENT FOR HAZARDOUS MATERIAL AND TIH/PIH CARS	4040
PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY	4050
SECTION 5 : HEAVY WIDE DIMENSIONAL CLEARANCE PROCEDURES	
GENERAL INSTRUCTIONS	5000
SPECIAL CAR RESTRICTIONS	5010
CLEARANCE RESTRICTIONS	5020
CLEARANCE BUREAU CONTACT INFORMATION	5030
ABBREVIATIONS AND REFERENCE MARKS, EXPLANATION OF	99999
APPENDIX : FORMS	
CREDIT APPLICATION	
DIMENSIONAL LOAD FORM	
<i>BILLING/DEMURRAGE DISPUTE FORMS WILL BE FOUND IN SUBSCRIBING CARRIER'S RATE TARIFF 8001</i>	

**SECTION 1
GENERAL RULES**

ITEM 1000

CANCELLATION NOTICE

General Freight Tariff (FT) 5000 cancels the following Freight Tariffs (FT) in their entirety: FT ATN 9001-C, FT CRL 815-H, FT FCR 9001-D, FT GFRR 8001-C, FT GWR 9003-D, FT GWRC 8001-A, FT GWRC 6000, HTR Tariff-2014-1, FT MJ 6004, MJ FT 8000, FT IR 9600-B, FT IR 8000-B, FT IR 8001-E, FT KFR 6004-B, FT NKCR 9001, FT NSR 8010-G, FT NOW 8000-E, FT PNR 9001-G, FT STE 8001-A.

Notwithstanding anything to the contrary in this Tariff, BRG 8000-M and BRG 6000-D shall be cancelled effective May 16, 2015.

Provisions formerly shown in above mentioned Freight Tariffs and not brought forward into General Freight Tariff 5000 are hereby cancelled. This Tariff provides for increases, changes or no changes in previously existing provisions.

ITEM 1005

DESCRIPTION OF UNIFORM FREIGHT CLASSIFICATION

This Tariff is governed, except as otherwise provided herein, by Uniform Freight Classification UFC 6000 series and all supplements thereto or reissues thereof.

ITEM 1010

STATION LIST AND CONDITIONS

This Tariff is governed by the Official Railway Station List, OPSP 6000-Series, Railinc, Agent, to the extent show below:

- For additions or changes in Name, Location or Abandonment of Stations.
- Prepay Requirements.
- Restrictions as to acceptance or delivery of freight.
- Changes in station facilities.
- When a station is abandoned, all provisions applicable thereto are cancelled, effective on the date of abandonment.

ITEM 1015

DISPOSITION OF FRACTIONS

In computing rates or charges, all fractions should be retained until final result is obtained, then fractions of less than five-tenths (.5) should be dropped and fractions of five-tenths (.5) or more will be increased to the next highest whole number.

ITEM 1020

METHOD OF CANCELLING AND AMENDING ITEMS

This Tariff will be amended by reprinting the page and showing a revised Issued and Effective date. A revised page cancels any revised or original pages (not cancelled) which bear the same ITEM number.

ITEM 1030

REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

Where reference is made in this Tariff to Tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such Tariffs and reissues of such items, notes, rules, etc.

Rate Tariffs for each Subscribing Carrier designate specific charges for services provided that are not included in the subsequent sections of this Tariff. These are designated as 8001 Series for Demurrage, Switching and Accessorial Charges.

ITEM 1040

CONSECUTIVE NUMBERS

Where consecutive numbers are represented in this Tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include both of the numbers shown.

If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

ITEM 1050

TERM – SUBSCRIBING CARRIER

The term "Subscribing Carrier" means carriers that are party to this Tariff.

ITEM 1060

**CAR DEMURRAGE, SWITCHING, ACCESSORIAL
SUBSCRIBING CARRIER RATE TARIFF**

All cars handled under this Tariff will be subject to demurrage, switching and accessorial rules and charges. Rates can be found in the Subscribing Carrier's Rate Tariff 8001.

Prices published in Subscribing Carrier's Rate Tariff 8001 will correspond with Items in the General Freight Tariff 5000.

ITEM 1070

DESCRIPTION OF COMMODITIES AND INSPECTION

The description of commodity(s) on the Shipping Document will conform to the Standard Transportation Commodity Code (STCC) and show the STCC Number(s). When different prices are provided for the same commodity(s) according to the type of packing or package, the type of packing or package should be shown.

The Subscribing Carrier(s) reserves the right to inspect shipments to determine applicable prices. When the commodity(s) are found to be incorrectly described, freight charges will be collected according to the proper description.

**SECTION 1
GENERAL RULES**

**ITEM 1080
MILEAGE CHARGES ON PRIVATELY OWNED CARS**

The Subscribing Carrier will not pay mileage charges on privately owned cars when moving from, to or via stations on the Subscribing Carrier.

**ITEM 1090
SHIPPING DOCUMENT**

Prior to tender of freight, Consignor shall execute a Shipping Document similar in content to the Uniform Straight Bill of Lading. However this Tariff shall override any inconsistent terms in the Shipping Document. By executing the Shipping Document, the Consignor is deemed to accept and be bound by the conditions of this Tariff including the defences, exclusions and limitations of liability set out herein.

**ITEM 1100
MAXIMUM ALLOWABLE GROSS WEIGHT ON RAIL**

Maximum Allowable Gross Weight on Rail will vary. Gross Weight can be found at the Subscribing Carrier's Rate Tariff 8001.

**ITEM 1110
CAPACITIES AND DIMENSIONS OF CARS**

For marked capacities, lengths, dimensions, and cubical capacities of cars, see the Official Railway Equipment Register, RER 6414-series, issued by National Railway Publication Company, Agent.

**ITEM 1120
CONGESTION RESULTING FROM RAIL CUSTOMER
MAY RESULT IN AN EMBARGO**

If a rail Customer's excessive retention of railcars results in operational congestion, as determined by the Subscribing Carrier, of the Customer's and/or the Subscribing Carrier's rail tracks, the Subscribing Carrier may impose an embargo against the Customer's receipt of further railcars until the congestion is eliminated.

**ITEM 1130
UNLOADING AND RELEASE OF EQUIPMENT AT
DESTINATION**

Upon arrival and placement of equipment for unloading at destination, consignee will be responsible for unloading equipment in a manner which does not damage equipment and for releasing equipment in a condition suitable for reloading by another Customer. If consignee refuses or fails to remove all lading, dunnage blocking, bracing, strapping, debris, or other material that was part of the inbound shipment, secure interior loading devices, and close doors,
(continued on next column)

**ITEM 1130 (continued)
UNLOADING AND RELEASE OF EQUIPMENT AT
DESTINATION**

the railroad which discovers such failure may undertake to remedy such failure, and the consignee will be responsible for reimbursing the railroad which performs such work for the cost thereof, including without limitation the cost of any switching associated with such work. Otherwise, applicable demurrage and detention charges shall continue to apply until equipment is released to delivering carrier in clean condition or upon completion of any action by the delivering carrier to remedy the consignee's failure.

**ITEM 1140
LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Tariff, liability for loss and or damage of lading transported by Subscribing Carrier is limited to twenty-five thousand dollars (\$25,000) per railcar. If liability coverage beyond that provided herein is desired, the Subscribing Carrier must be contacted for charges to apply prior to tendering such shipment to the Subscribing Carrier for rail transportation.

In no circumstances whatsoever, howsoever arising, shall the Subscribing Carrier be liable for consequential or indirect damages including but not limited to loss or profit, loss of market or mobilization/demobilization expenses.

This limit of liability as well as any other defence, exclusion or limitation of liability set out in this Tariff shall apply in all circumstances including where the delay, loss and/or damage to commodity(s) resulted in whole or in part from negligence, gross negligence or willful misconduct of the Subscribing Carrier, its servants or agents.

**ITEM 1150
PACKAGING
(applicable on regulated commodities)**

Customer must package all shipments governed by this Price List in accordance with Rules 5, 40, 41 and 51 of the Uniform Freight Classification, UFC 6000 Series.

**ITEM 1160
TERMINAL AND SPECIAL SERVICES**

Except as otherwise provided herein, shipments made under the rate contained in this Tariff are entitled also to terminal and transit services and privileges and are subject to the charges, allowances, rules and regulations legally applicable thereto as provided in separately lawfully published Tariffs.

SECTION 1 GENERAL RULES : DEFINITIONS

ITEM 1300

DEFINITIONS

ACTUAL PLACEMENT – When a car(s) is placed in an accessible position for loading or unloading or at a point designated by the consignor or consignee.

BUFFER CARS - Buffer cars are to be placed between the locomotive engine and shipments as required by Federal Regulations. Buffer cars must meet the following requirements.

- Must be a boxcar, covered hopper, gondola or tank car. The buffer cannot be a flat car.
- Must have a high-strength coupler (grade E coupler).
- The length of the car must be at least 45 feet and not greater than 75 feet.
- Must be loaded with a non-hazardous inert material that does not shift in train service.
- Gross weight of car must be a minimum of 45 tons.
- It is the responsibility of the Customer to provide buffer cars that are in good mechanical condition. If a car fails inspection, Subscribing Carrier retains the right to refuse to provide train service.

CARE-OF-PARTY – The party to whom car placement is to be made pursuant to the bill of lading, if other than the consignee at destination. When the bill of lading indicates a Care-Of-Party said party will be responsible for all demurrage charges.

For the purpose of assessing demurrage charges, Care-of-Party includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

COMMODITY – Article of commerce (lading). Goods being shipped.

CONSIGNEE – The party designated on the bill of lading as the entity entitled to receive delivery of the car from the delivering rail carrier. Consignee is responsible for any demurrage charges which accrues at the point of unloading except when the bill of lading also designates a Care-Of-Party, in which case the Care-Of-Party will be responsible for all demurrage charges. For the purpose of assessing demurrage charges, Consignee includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

CONSIGNOR – The party designated on the bill of lading as the entity shipping the car to the consignee and delivering the car to the serving rail carrier. For the purpose of assessing demurrage charges, Consignor includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

CONSTRUCTIVE PLACEMENT – When a car cannot be placed on arrival for loading or unloading and is placed elsewhere, it is considered as being under constructive placement and subject to demurrage rules and charges, and applicable switching and accessorial charges. Notice will be provided to the consignor, consignee or Care-of-Party that the car(s) is held awaiting disposition instructions.

CUSTOMER – The consignor, loader, consignee, unloader or other party who is responsible for the payment of demurrage, detention, or other charges specified in this Tariff. For the purpose of assessing demurrage charges, Consignor includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

DEMURRAGE – Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for Customers to load and unload cars promptly, to prevent congestion in railroad terminals caused by idle cars, and ultimately to improve the utilization of a valuable asset.

DEMURRAGE DAY – A twenty-four (24) hour period for loading and forty-eight (48) hour period for unloading, or part thereof, commencing 00:01 AM after tender.

DESTINATION SWITCH CHARGE- The switch carrier serving the plant or industry to which the loaded car terminates.

DISPOSITION – Information, including forwarding instructions or release, that allows the railroad to either tender or release the car(s) from the consignor's or consignee's account.

DIVERSION – A request provided by the consignor instructing that a car(s) be delivered to a location other than the one indicated on the original forwarding instructions that may trigger a potential change in the rate and/or the availability of the shipment.

ELECTRONIC OR MECHANICAL DEVICE – Communication device such as telegram, facsimile transmission, telex, mailgram, computers, etc.

EMPTY CAR(S) NOT LOADED – Empty car(s) interchanged to Subscribing Carrier and ordered in for loading, and subsequently released and moved without being loaded.

EMPTY RELEASE INFORMATION – Advice provided by the consignee to authorized personnel, that the car(s) is unloaded and available. This information must include the identity of the consignee, party furnishing information, and the car(s) initial and number.

SECTION 1 GENERAL RULES : DEFINITIONS

FORWARDING INSTRUCTIONS – Shipping instructions provided at the point of loading that contain all of the necessary information to transport the shipment to its final destination.

FREE TIME - A period of time following actual or constructive placement during which demurrage is not chargeable. Free time as designated below will be allowed for each car:

- Car held for unloading: FORTY-EIGHT HOURS
- Car held for loading: TWENTY-FOUR HOURS

Free time will be calculated from the first 00:01 AM following actual or constructive placement. Non-Chargeable Days identified in Item 2075 shall not be included in the calculation of Free time.

HOLIDAYS –

In the United States:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

IDLER CARS – Usually a flat car used in the transportation of a long article or shipment which extends beyond the limits of the car carrying the shipment.

INDUSTRIAL INTERCHANGE – Interchange of cars from one railroad to another which takes place within the boundaries of a Customer's Plant.

Industrial Switch Connection - A switch located on Railroad Premises which is maintained by the Subscribing Carrier for access to a Private Track or a Lease Track.

Industry Track Agreement – Written agreement between the owner or user of a Private Track and the Subscribing Carrier which sets forth the terms and conditions under which the Subscribing Rail Carrier will operate over and provide service to the owner or user of the Private Track.

INTERNATIONAL SWITCHING - A switching movement between Subscribing Carrier's Tracks and points of interchange with connecting railroads on traffic to or from points in Mexico or Canada.

LEASE TRACK – Track(s) assigned to a user through a written agreement. Lease tracks will be treated the same as private tracks.

LEASE TRACK AGREEMENT – Written agreement between the owner of a Private Track or a railroad which owns or controls a track on the one hand and the user of such track on the other hand which sets forth the terms and conditions under which the user may use such track.

LINE HAUL – The movement of freight by a carrier over its line or part of its line, excluding switching, pick-up or delivery.

LINE-HAUL CARRIER - A rail carrier that collects or receives revenue, in accordance with the Freight Mandatory Rules, for the movement of freight between two stations that are not located within the switch limits of each other.

LOCAL SERVICE- A movement of traffic originating at one point and destined to another point on the Subscribing Carrier

LOADED CAR(S) – A car(s) that is completely or partially loaded.

LOADED RELEASE INFORMATION – Advice provided by the Customer to authorized personnel, that the car(s) is loaded and available. This information must include the identity of the shipper, party furnishing information, and the car(s) initial and number.

LOADER – Party physically loading a car at origin. Demurrage charges will be assessed against the Loader who will be responsible for payment of charges accrued at origin. For the purpose of assessing demurrage charges, Consignor includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

LOADING – The complete or partial loading of a car(s) in conformity with loading and clearance rules and, the furnishing of forwarding instructions.

MULTI-CAR WAYBILL - A document issued by a carrier providing details and instructions relating to a shipment that has more than one car with the same instructions, including but not limited to origin, destination, routing, billing parties and commodities.

NOTIFICATION – When required, written notification will be provided to the parties entitled to receive notice that the car(s) is available for loading, unloading, or otherwise impacted by demurrage provisions.

ORDER DATE – The date that the consignor requests empty car(s) to be provided for loading.

ORIGIN SWITCH CARRIER - The switch carrier serving the plant or industry from which the loaded car originates

SECTION 1 GENERAL RULES : DEFINITIONS

OTHER THAN PUBLIC DELIVERY TRACK – Any trackage assigned for individual use, including privately owned or leased tracks

ORDER-IN CUSTOMER (CLOSED GATE)– A Customer who, by prior arrangement has notified Subscribing Carrier that cars shall not be placed for loading or unloading, or considered to be placed, until Subscribing Carrier has received an order for placement from said Customer, subject to rules and provisions of this Tariff.

OVERLOADED - A car that is loaded beyond its registered and stenciled capacity

PARTIAL UNLOADING – The partial unloading of a car(s) and providing the proper forwarding or handling instructions.

PASSENGER CAR(S) – A car(s) configured for the movement of people.

PRIVATE CAR(S) – A car(s) bearing other than railroad reporting marks that is not railroad-controlled.

PRIVATE TRACK – Tracks that are not owned or leased by the railroad.

PUBLIC DELIVERY TRACK –Track that is open to the general public for loading and unloading.

RAILINC - Railinc is a for-profit subsidiary of the [Association of American Railroads](http://www.associationofamericanrailroads.com) that provides rail data and messaging services to the North American freight railway industry. www.railinc.com

RAILROAD-CONTROLLED CAR(S) – A car(s) bearing other than railroad reporting marks that is either leased or controlled by a railroad.

RAILROAD PREMISES – All tracks which Subscribing Carrier provides for its own use and purposes or for general public use and all other tracks located inside of its right-of-way or yards and terminals, except tracks located on or within the confines of property owned or leased by a Customer.

RECONSIGNMENT – An order provided by consignor to bill a car(s) to other than the original consignee. (An order to turn over the car(s) to another party that does not require any additional movement of the car(s) is not a reconsignment).

REFUSED LOADED CAR(S) – When the original loaded car(s) is refused at destination without being unloaded.

RELOADING – When a car(s) is held for loading after being released as an empty.

RELEASE- Date and time that the railroad receives notification that the car is empty or that forwarding instructions are received.

RESHIPMENT – A new document by which the entire original shipment is forwarded in the same car(s) to another destination.

REVERSE ROUTE EMPTY BILLING – Shipping instructions that are generated when returning a car the same route as shipped.

ROAD-HAUL TRAFFIC - Traffic received from or moved to a point outside of the switching limits of the same station.

SERVING YARD – A classification yard where the local train serving the Customer originates.

SHIPPER ASSIGNED CAR(S) – Specific empty car(s) assigned to a particular shipper for their exclusive use.

SHOP FACILITY - One approved by the AAR for rail car repair sufficient to meet interchange standards.

SPOT ON ARRIVAL (OPEN GATE) – Car(s) will be placed for loading or unloading, without Customer notification, immediately upon their availability for placement if the customer has capacity. Once capacity is met, remaining cars held for spotting are Constructively Placed thus commencing demurrage.

STOP OFF – The spotting of a shipment at a station to complete loading or for partial unloading.

STOPPED IN TRANSIT – When a car(s) is held en route due to any condition attributable to the consignor, consignee, or owner.

SECTION 1 GENERAL RULES : DEFINITIONS

STORAGE [A] – Storage is a charge for detaining a private railcar and taking it out of transportation. Railroads charge storage to give Customers an option to place private railcar(s) on the lines of a Railroad for a period of time as is agreed upon by the Railroad and the Customer. All storage handled on Subscribing Carrier roads require a fully executed private railcar storage agreement and a certificate of insurance which complies with all of the terms and conditions of the fully executed private railcar storage agreement.

SWITCH CARRIER – A rail carrier performing either an intraplant, intra-terminal, inter-terminal, intermediate or reciprocal switch, where the rail carrier performing the switch is not entitled to linehaul revenue.

SWITCH CHARGE – The charge, as published in a tariff or in a private agreement, assessed by a rail carrier for performing either an intra-plant, intra-terminal, inter-terminal, intermediate or reciprocal switch

SWITCHING LIMITS – All stations and all Customers served by Subscribing Carrier.

TENDER – The notification, actual or constructive placement, of an empty or loaded car(s).

TIME – Local time is applicable and is expressed on the basis of the 24-hour clock.
Example: 00:01 AM is expressed as 00:01 AM Hours.

UNLOADER – Party physically unloading a car at destination.

For the purpose of assessing demurrage charges, Consignor includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

UNLOADING – The complete unloading of a car(s), and the advice received from the consignee that the car(s) is empty and available to the railroad.

WAYBILL – A document issued by a carrier providing details and instructions relating to a shipment.

SECTION 1
GENERAL RULES: CREDIT TERMS AND BILLING PROCEDURES

ITEM 1400

CREDIT

All Customers will be required to apply for credit with the Subscribing Carrier. Credit will be granted solely at the discretion of Subscribing Carrier. All charges (unless otherwise specified) contained in this Tariff will be billed by the Subscribing Carrier and paid by the responsible party in U.S. funds, in full, within fifteen (15) calendar days from the date of the bill.

NOTE: Errors discovered in bills by Customers should be corrected by them and paid accordingly. Payment of all bills, including those corrected by Customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice Customer's claims, filed within the statutory period, for refund of overcharges. If Customers receive bills that they believe they are not responsible for paying, they must notify Subscribing Carrier within the credit terms that they are not responsible for paying the bills.

Notwithstanding anything to the contrary in this Tariff, if a Customer disputes charges received in a bill from Subscribing Carrier, Customer must follow the procedures as specified in this Tariff.

Payment of an amount less than stated on a Subscribing Carrier invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary on the payer's remittance. Acceptance by Subscribing Carrier of the lesser amount will not constitute an accord and satisfaction. The payer will be advised of any remaining balance deemed due after application of the remitted funds.

Notwithstanding anything to the contrary in this Tariff, if a Customer does not pay the charges in a bill received from Subscribing Carrier within the time period specified in this Tariff, Subscribing Carrier, at its sole discretion, may revoke Customer's credit with Subscribing Carrier and require Customer to pay Subscribing Carrier cash in advance of delivery of services ("COD") prior to Subscribing Carrier providing pick-up and/or delivery of Customer's railcars. Subscribing Carrier will give the Customer ten (10) days' written notice before the provisions of this paragraph are invoked.

ITEM 1400 (CONTINUED)

CREDIT : FINANCE CHARGES

FINANCE CHARGES: The Subscribing Carrier will assess a finance charge of 1.5% per month (18% per annum) or the maximum amount allowed by law, whichever is lower, on unpaid bills for freight and miscellaneous charges, including, without limitation, demurrage, switching and weighing, which are past our credit terms. The finance charge continues to accrue daily until the date payment is received by Subscribing Carrier, not the date payment is made or the date postmarked on the payment.

Customers with past due amounts will receive a finance charge invoice each month. Finance charges will be assessed on delinquent bills for freight or miscellaneous charges as of the end of the month reduced by amounts in dispute and any payments received by month end but not posted.

If Subscribing Carrier, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and Subscribing Carrier is successful in collecting such charges, Customers shall reimburse Subscribing Carrier for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

SECTION 1
GENERAL RULES: CREDIT TERMS AND BILLING PROCEDURES

ITEM 1410

**SECURITY DEPOSITS FOR PAYMENT OF FREIGHT
DEMURRAGE AND OTHER ACCESSORIAL CHARGES**

A security deposit to insure payment of any freight demurrage, detention, or other accessorial charges that may accrue will be required for any consignor, loader consignee, unloader, beneficial owner, Care-of-Party or other responsible parties, hereafter referred to as "Customer" as defined in this Tariff, who fails to pay demurrage, detention, switching or other accessorial charges after specific written demand referring to this Tariff provision. The Subscribing Carrier will give Customer ten (10) days written notice before the provisions of this item are invoked.

The deposit must be paid in cash, certified check, cashier's check or money order before any freight car is delivered to such Customer for loading or unloading.

The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, switching or other accessorial charges outstanding at the time this Tariff provision is invoked against Customer. The maximum amount of deposit will be determined by the Subscribing Carrier's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, or other accessorial charges which may accrue since the implementation of the security deposit arrangement.

The Subscribing Carrier will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to the Subscribing Carrier. Any switching, demurrage, detention, or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.

Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, and other accessorial charges and has given assurance in writing to the satisfaction of the Subscribing Carrier's credit office that future switching, demurrage, detention, and other accessorial charges will be paid within the credit period.

ITEM 1415

BILLING PROCEDURES

Subscribing Carrier provides invoices via email or Customer web portals. If, however, a paper invoice is required through regular mail, a processing fee of \$20 will be applied to each invoice.

SECTION 1
GENERAL RULES: CREDIT TERMS AND BILLING PROCEDURES

ITEM 1420

INVOICE DISPUTE PROCEDURES

In the event that a Customer disputes any charges incurred, the following procedures must be applied:

- A. The dispute must be specific in nature, applying to a specific car or groups of cars related to time of actual event date.
- B. A dispute to an invoice must be submitted within fifteen (15) calendar days from the date of the bill. If a dispute is not received within this time, the bill will be considered correct and must be paid.
- C. A dispute to an invoice must be submitted on Subscribing Carriers "Invoice Dispute Form" shown on last page of this Subscribing Carrier's Rate Tariff 8001, submitted via email to: cscus@omnitrax.com
- D. Customer must pay the undisputed amount at the time the dispute is filed, according to normal bill payment procedures.
- E. Amounts in dispute will not be considered past due until fifteen (15) days after the dispute resolution is concluded by Subscribing Carrier.
- F. Disputes received after the fifteen (15) day provision will be subject to a \$500 research fee.

ITEM 1425 [C]

DEMURRAGE DISPUTE PROCEDURES

Disputes regarding demurrage charges must be submitted via email to: cscus@omnitrax.com within five (5) days of each event of the Car Cycle Event Date and Time. All disputes must state the facts constituting the basis for which relief is claimed along with any and all supporting documentation.

If any individual event of the Car Cycle Event Date and Time is not disputed by customer within five (5) days, the event will be considered accepted by customer and demurrage charges will be billed by Subscribing Carrier to customer for payment.

If any individual event of the Car Cycle Event Date and Time car is disputed by customer within five (5) days, Subscribing Carrier will issue a response within five (5) days of receipt of customer's dispute.

Disputes must be supported by documentation stating fully the conditions for which relief is claimed, identifying contested cars by car initials, numbers and location. Supporting documents must be attached to disputes. Disputes claimed under this provision which are not found to be valid will be subject to a processing fee of \$50 for each incorrectly disputed car.

ITEM 1430

PAYMENT METHODS

Subscribing Carrier accepts payments through ACH, Wire transaction and check. The preferred method is through ACH or wire. Remittance information must be sent to omnitrax.cash.applications@omnitrax.com and must include invoice number.

For quicker processing please ensure that proper Accounts Payable information is set up in our system.

SECTION 1
GENERAL RULES : RATE PUBLICATION INFORMATION

ITEM 1500

RATE PUBLICATION

Prices are subject to increase, change or expiration. Any change to the prices will be shown in supplements to or a reissue of Subscribing Carrier's Rate Tariff 8001. Except as otherwise noted, ancillary charges contained in other documents will apply.

ITEM 1510

CURRENCY

Prices are stated and payable in U.S. funds.

ITEM 1520

PRIVATE RATE AGREEMENTS

Private Rate Contracts, Railcar Storage Contracts, Transportation Service Agreements, Switching Contracts or any other type of Rail Transportation Contracts entered into by the Subscribing Carrier and Customer take precedence over prices published herein for the same commodities over the same routes.

ITEM 1530

CONFLICT OF RULES

The rules in this document will take precedence over rules contained in other separate publications when shipments move under the prices contained in a Subscribing Carrier's public price document.

ITEM 1540

PRICE TERMS AND CONDITIONS

Subscribing Carrier agrees to provide rail transportation service at the rates and subject to the additional terms and conditions set forth in the public price documents of the Subscribing Carrier.

ITEM 1550

FUEL SURCHARGE

Fuel surcharges as provided for in the Subscribing Carrier's Fuel Surcharge Tariff 9001 as of the date of shipment tender shall apply.

ITEM 1560

INCORPORATION OF DOCUMENTS

Prices subject to rules and conditions of railway Equipment Register, STCC 6001, OP6000 and UFC 6000 and all supplements thereto and reissues thereof

ITEM 1580

RESPONSIBILITY FOR CONNECTING CARRIER SWITCH CHARGES

Except as otherwise specifically provided in this Tariff, the Subscribing Carrier shall not absorb any switching charges of connecting carrier (s).

ITEM 1600

FORWARDING INSTRUCTIONS AND EMPTY RELEASE

- Forwarding instructions when the Subscribing Carrier is the first Line Haul road in the route must be submitted to the Subscribing Carrier using RailConnect™_Bill of Lading EDI from connected 3rd party systems or via EDI from Railinc.
- Forwarding instructions when the Subscribing Carrier is an origin switch will be provided electronically by the first Line Haul road in the route. Customer will submit forwarding instructions to the first Line Haul road in the route.
- Reverse route empty release must be submitted to the Subscribing Carrier using RailConnect™ and will be applied when released empty from Customer Facility.
- The Subscribing Carrier will accept forwarding and/or release instructions to its Customer Service Center via phone (1.877.276.3777), fax (1.877.336.8977) or email (cscus@omnitrax.com), **subject to a charge of \$100 per single car waybill and \$300 per multi-car waybill** for phoned, faxed or emailed bill of lading. The Subscribing Carrier reserves the right to reject as an unreasonable request for service, any "fax" or "email" forwarding instructions that are illegible due to poor transmission quality, poor or illegible handwriting, incomplete, or otherwise. The Subscribing Carrier will not accept delivery of forwarding instructions by US Mail, express service, personal delivery, or otherwise. Charges for "fax" forwarding instructions do not apply to hazardous waste, United States Government shipments, or voids and corrections.
- Notwithstanding the foregoing, all empty release information must be submitted to the Subscribing Carrier using RailConnect™. The Subscribing Carrier will accept empty release information to its Customer Service Center via phone (1.877.276.3777), fax (1.877.336.8977) or email (cscus@omnitrax.com), **subject to a \$50 charge per release** for phoned, faxed or emailed release.
- When electronic or mechanical devices are used to furnish forwarding instructions and/or empty release information to Subscribing Carrier, the recorded date and time that the instructions are received by the Subscribing Carrier will govern.
- In no circumstance whatsoever, howsoever arising, shall the Subscribing Carrier be liable for consequential or indirect damages resulting from manual intervention when elected by customer.

**SECTION 2
DEMURRAGE RULES**

ITEM 2000

APPLICATION

This section applies to all Customers served by the Subscribing Carrier and covers all railroad and private marked freight car(s) held for or by the Customer(s).

With the following exceptions:

- Private car(s), on private tracks,
- Car(s) containing refused or unclaimed freight to be sold by Subscribing Carrier.
- Empty car(s) of railroad ownership rejected as unsuitable for loading.
- Cars for loading or unloading of Subscribing Carrier's company material while held on tracks or private siding connecting therewith.
- Cars of railroad ownership, leased for storage of commodities while held on lessee's tracks.
- Cars specially equipped for handling welded railroad rail held for loading such rail.

ITEM 2005

INDEMNIFICATION FOR DEMURRAGE

Customer recognizes and agrees that the railcars covered by the General Freight Tariff 5000 may be placed in an area on the Subscribing Carrier which is not enclosed or protected from potential incursion by third parties or Acts of God. Consequently, Customer agrees to indemnify and hold harmless Subscribing Carrier, its owners, OmniTRAX, Inc. and their respective employees, officers, members, manager, and director (the "Subscribing Carrier Indemnitees") from and against any and all claims, administrative proceedings, lawsuits and damages and agrees to reimburse the Subscribing Carrier Indemnitees from any costs, lawsuits, obligations, judgments, debts and expenses of any nature, including reasonable attorneys' fees, suffered or incurred by the Subscribing Carrier Indemnitees arising out of or resulting from loss and/or damages to the railcars and lading caused by Acts of God or parties other than Subscribing Carrier, except to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Subscribing Carrier.

ITEM 2010

NOTIFICATION TO CONSIGNEE/CONSIGNOR

Subscribing Carrier will furnish the following notifications as indicated:

- Cars for other than public delivery tracks:
 - Notice of constructive placement if car(s) are held on Subscribing Carrier's tracks due to reasons attributable to the consignor or consignee.
 - Delivery of car(s) upon tracks of consignee will constitute notice.
 - When two or more parties, each performing their own switching, take delivery of cars from the same interchange track, notice will be given when cars are placed on the interchange track.
- Cars for public delivery tracks:
 - Notice will be given to the party entitled to receive notification when car(s) is actually placed.
- Cars stopped In transit
 - Notice will be given to the consignor, consignee or owner responsible for the car being stopped upon arrival of the car at the point of stoppage.
- Refused loaded car(s)
 - When a loaded car is refused at destination, Subscribing Carrier will give notice of such refusal to the consignor or owner.

Notification may be given in writing or electronically, and will contain the following:

- Car initials and number.
- If lading transferred en route, the initials and number of the original car.
- Commodity.
- Date and time.

**SECTION 2
DEMURRAGE RULES**

ITEM 2020

**RELEASE FROM CONSTRUCTIVE PLACEMENT
PROCEDURES**

- Release from Constructive Placement instructions must be submitted to Subscribing Carrier using RailConnect™.
- Subscribing Carrier will accept release instructions to its Customer Service Center via phone (1.877.276.3777), fax (1.877.336.8977) or email (cscus@omnitrax.com), **subject to a \$50 charge per phoned, faxed or emailed bill of lading**. Subscribing Carrier reserves the right to reject as an unreasonable request for service, any “fax” or “email” release instructions that are illegible due to poor transmission quality, poor or illegible handwriting, incomplete or otherwise. Subscribing Carrier will not accept delivery of release instructions by US Mail, express service, personal delivery, or otherwise. Charges for “fax” release instructions do not apply to hazardous waste, United States Government shipments, or voids and corrections.
- When electronic or mechanical devices are used to furnish release instruction to Subscribing Carrier, the recorded date and time that the instructions are received by the Subscribing Carrier will govern.
- In no circumstance whatsoever, howsoever arising, shall the Subscribing Carrier be liable for consequential or indirect damages resulting from manual intervention when elected by customer.

ITEM 2030

SETTLEMENT OF DEMURRAGE CHARGES

Settlement of charges will be made monthly on all car(s) released during each calendar month

ITEM 2040

CARS HELD FOR LOADING

TENDER:

The notification, actual or constructive placement, of empty car(s) placed on orders of the consignor.

RELEASE:

- Date and time forwarding instructions are received by Subscribing Carrier.
- Car(s) placed on the interchange tracks of a consignor, who performs its own switching, must be returned to the interchange track for release.
- Improperly loaded or overloaded car(s) at origin will not be considered released until the load has been adjusted properly.

COMPUTATION:

- Time will be computed from the first 00:01 AM hours after tender until the release.
- When the same car is unloaded and reloaded, time will be computed from the first 00:01 AM hours after advice is received that the car(s) is empty until the car(s) is released.
- When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue on the car until the forwarding instructions are received by Subscribing Carrier.
- Notwithstanding the foregoing, when a private car is actually placed on a private track, demurrage charges shall not apply to such private car.

FREE TIME:

- 24 hours

CHARGES:

- Except as otherwise specified in Items 2080, 2090 and 2100 of this Tariff, the demurrage charges in the Subscribing Carrier’s Rate Tariff 8001 shall apply in addition to other applicable charges specified in this Tariff.

**SECTION 2
DEMURRAGE RULES**

ITEM 2050

CARS HELD FOR UNLOADING

TENDER:

The notification, actual or constructive placement, of a loaded car(s).

RELEASE:

- Date and time that the railroad receives advice that the car(s) is empty.
- Car(s) placed on the interchange tracks of a consignee who performs its own switching must be returned to the interchange track for release.
- When the same car is unloaded and reloaded, empty release information must be provided at the time the car is made empty. If not furnished, demurrage will continue on the car until the forwarding instructions are received.

COMPUTATION:

- Time will be calculated from the first 00:01 AM hours after tender until release.

FREE TIME:

- 48 hours

CHARGES:

- Except as otherwise specified in Items 2080, 2090 and 2100 of this Tariff, the demurrage charges in the Subscribing Carrier's Rate Tariff 8001 shall apply in addition to other applicable charges specified in this Tariff.

ITEM 2060

CARS HELD FOR OTHER THAN LOADING/UNLOADING

Applies to car(s) held:

- On orders of consignor or consignee.
- Awaiting proper disposition from the consignor or consignee.
- As a result of conditions attributable to consignor or consignee.

CHARGES:

- Except as otherwise specified in Items 2080, 2090 and 2100 of this Tariff, the demurrage charges in the Subscribing Carrier's Rate Tariff 8001 shall apply in addition to other applicable charges specified in this Tariff.

There is no Free Time and the demurrage charges are in addition to other applicable charges specified in this Tariff.

**ITEM 2070[A]
STORAGE**

All storage handled on Subscribing Carrier roads require a fully executed private railcar storage agreement and a certificate of insurance which complies with all of the terms and conditions of the fully executed private railcar storage agreement.

If a fully executed private railcar storage agreement and a certificate of insurance which complies with all of the terms and conditions of the fully executed private railcar storage agreement are not in place prior to the interchange of a Customer's private railcar(s) to a Subscribing Carrier road for storage, the Subscribing Carrier, at its sole discretion, may: 1) reject the railcar(s) in interchange, or 2) accept the railcar(s) for storage in which case the applicable charges as specified in Subscribing Carriers Rate Tariff 8001 will apply to such railcar(s) until the first day of the month after all of the terms and conditions of the first paragraph of this Item 2070 are complied with. On and after such date, the storage charges specified in the fully executed storage agreement shall apply to Customer's railcar(s) which are placed on a Subscribing Carrier road's tracks for storage.

ITEM 2075

NON-CHARGEABLE DAY

Sundays and Holidays will be considered non-chargeable when the car has been tendered within 24 hours for loading and 48 hours for unloading before the Sunday or Holiday. If the free time on the car has already expired and Customer is in chargeable days, then all subsequent Sundays and Holidays are chargeable. A Sunday or Holiday cannot be the first chargeable day.

Holidays shall include the following -

In the United States:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

**SECTION 2
DEMURRAGE RULES**

**ITEM 2080
DEMURRAGE ON HAZARDOUS MATERIALS
EXCLUDING TIH/PIH**

Except as otherwise provided in Item 2090 of this Tariff, the demurrage charges provided in this item apply to loaded railcars containing Hazardous Materials and to an empty railcar which on the prior move contained Hazardous Materials as specified in Item 4005 of this Tariff.

The demurrage charges as specified in the Subscribing Carrier's Rate Tariff 8001 apply to a loaded railcar which contains Hazardous Materials (excluding TIH/PIH) and to an empty railcar which on the prior move contained Hazardous Materials (excluding TIH/PIH). These demurrage charges are in lieu of other demurrage charges which are specified in this Tariff.

Time will be computed from the first 00:01 AM hours after actual placement or constructive placement until the release.

Notwithstanding the foregoing, when a private car is actually placed on a private track, demurrage charges shall not apply to such private car.

**ITEM 2090
DEMURRAGE ON TIH/PIH**

The demurrage charges as specified in the Subscribing Carrier's Rate Tariff 8001 apply to a loaded railcar which contains TIH/PIH as specified in Item 4000 of this Tariff and to an empty railcar which on the prior move contained TIH/PIH as specified in Item 4000 of this Tariff. These demurrage charges are in lieu of other demurrage charges which are specified in this Tariff.

Time will be computed from the first 00:01 AM hours after actual placement or constructive placement until the release.

Notwithstanding the foregoing, when a private car is actually placed on a private track, demurrage charges shall not apply to such private car.

**ITEM 2100
DEMURRAGE ON HEAVY CAPACITY CARS**

Heavy duty flat cars of but not limited to mechanical designation "FD" "FM" or "FW" with capacity in excess of 130 tons, will be subject to demurrage charge listed in the Subscribing Carrier Rate Tariff 8001. These demurrage charges are in lieu of other demurrage charges which are specified in this Tariff.

Time will be computed from the first 00:01 AM hours after actual placement or constructive placement until the release.

Notwithstanding the foregoing, when a private car is actually placed on a private track, demurrage charges shall not apply to such private car.

**SECTION 3
SWITCHING AND ACCESSORIAL**

**ITEM 3000
SUBSCRIBING CARRIER RATE TARIFF 8001**

Charges for Switching and Accessorial Provisions are found in Subscribing Carrier's Rate Tariff 8001

**ITEM 3010
INTRA-PLANT SWITCHING**

INTRA-PLANT SWITCHING – A switching movement from one (1) location to another location within the boundaries of an industry. Charges will be assessed as specified in Subscribing Carrier's Rate Tariff 8001

**ITEM 3020
INTRA-TERMINAL SWITCHING**

INTRA-TERMINAL SWITCHING – Movement of equipment between plants at different locations within the limits of one terminal (station or industrial switching district. Charges will be assessed as specified in Subscribing Carrier's Rate Tariff 8001.

**ITEM 3030
INTER-TERMINAL SWITCHING**

A switching movement from one railroad to another railroad when such movement is within the switching limits of the same station or industrial district. Charges will be assessed as specified in Subscribing Carrier's Rate Tariff 8001.

**ITEM 3040
RECIPROCAL SWITCHING**

A switching movement from a plant or industry located on the Subscribing Carrier to the point of interchange with connecting carriers or vice versa, on line-haul traffic. Charges will be assessed as specified in Subscribing Carrier's Rate Tariff 8001.

**ITEM 3050
INTERMEDIATE SWITCHING**

When Subscribing Carrier performs the service of moving shipments between two other carriers at an interchange point and charges are assessed as a switch movement not a line haul charge. Charges will be assessed as specified in Subscribing Carrier's Rate Tariff 8001.

**ITEM 3055
CONSTRUCTIVE PLACEMENT SWITCH**

Cars will be "Constructively Placed" to a Customer of rail freight if Customer is not able to receive a car because of any condition at the Customer's facility which will not allow the Subscribing Carrier to place the car.

(continued)

**ITEM 3055 *Continued*
CONSTRUCTIVE PLACEMENT SWITCH**

If a car is Constructively Placed by the Subscribing Carrier, the Subscribing Carrier will notify the Customer of the Constructive Placement by email. If Customer requests specific equipment numbers to be released from Constructive Placement for Actual Placement at Customer's facility, charges will be assessed as specified in Subscribing Carrier's Rate Tariff 8001.

The charges provided in this item are in addition to applicable demurrage charges and will not be absorbed in whole or in part by Subscribing Carrier.

**ITEM 3060
LOCAL OR RULE 11 RATES**

When Customer requests that shipments be moved between two points on Subscribing Carrier track, or when shipments are interchanged as AAR Accounting Rule 11, a local or Rule 11 charge will apply per the Subscribing Carrier's Rate Tariff Series 8001 or Private Rate Agreement.

Other applicable charges as specified in this Tariff shall apply.

**ITEM 3070
FOREIGN RAILROAD - RECEIVED IN ERROR**

Loaded or empty cars interchanged to Subscribing Carrier from connecting roads are considered to be in error if the railcars are any of the following:

- Are not consigned to Subscribing Carrier or its Customers.
- Are interchanged without proper billing instructions.
- Are reported empty but are deemed loaded.
- Are reported loaded but are deemed empty.
- When Subscribing Carrier is not in the route.

These cars will be treated as mishandled cars received in error and charges, including mileage will be assessed as specified in Subscribing Carrier's Rate Tariff 8001 against the interchanging Carrier. PC*Miller rail products will be used to calculate total miles.

**ITEM 3080
FOREIGN RAILROAD - RECEIVED IN IMPROPER CONDITION**

When an empty railroad owned car is provided for loading and is refused due to improper condition, a charge as specified in Subscribing Carrier's Rate Tariff 8001 will be assessed to the foreign railroad supplying the car. If Customer does not follow rules and procedures outlined in the AAR guidelines and foreign railroad supplying car denies Subscribing Carrier's charge, Subscribing Carrier will bill all applicable switching and demurrage charges to the Customer.

**SECTION 3
SWITCHING AND ACCESSORIAL**

**ITEM 3090
ERROR RELEASED-DELIVERED OFF**

If a car is
(1) released empty and found to be loaded, or
(2) released loaded and found to be empty, or
(3) Customer furnishes incomplete or incorrect billing instructions
and the car is subsequently interchanged to a connecting carrier, the Customer will be assessed a returned car fee in addition to any applicable line-haul charge as specified in Subscribing Carrier's Rate Tariff 8001.

**ITEM 3100
EMPTY IN, EMPTY OUT**

When an empty car interchanged is returned as an empty car back to interchange or to another point on Subscribing Carrier's line with no loaded movement a charge will apply as specified in Subscribing Carrier's Rate Tariff 8001.

**ITEM 3110
EMPTY OR LOADED RAILCARS RELEASED
NOT AVAILABLE TO PULL – EARLY RELEASE**

When a Customer releases an empty or loaded car and it is determined by the Subscribing Carrier's crew, upon arrival at the Customer's facility, that one or more of the railcars which were released by Customer cannot be pulled by the Subscribing Carrier as a result of conditions attributable to consignor, loader, consignee, Care-of-Party or unloader (each such railcar released by Customer in error shall be deemed an "Error Release Railcar"), the Subscribing Carrier shall assess against Customer, and Customer shall pay to the Subscribing Carrier;

- (1) an Error Release Administrative Charge for each Error Release Railcar, and
- (2) (2) an Error Crew Trip Charge (for sending the Subscribing Carrier's crew and locomotive to the Customer's facility when any of the railcars which were released by Customer were not ready to be pulled) as specified in the Subscribing Carrier's Rate Tariff 8001.

The Error Release Administrative Charge and Error Crew Trip Charge shall be in addition to all other demurrage charges as specified in Subscribing Carrier's Rate Tariff 8001.

**ITEM 3120
EMPTY OR LOADED RAILCARS ORDERED IN OR
UNABLE TO PLACE**

When a Customer orders in an empty or loaded car, but cannot receive the car as a result of conditions attributable to consignor, loader, consignee, Care-of-Party or unloader (each such railcar which may not be received by Customer shall be deemed a "Ordered In Error Railcar"), the Subscribing Carrier shall assess against Customer, and Customer shall pay to the Subscribing Carrier an Ordered in Error Railcar Charge for each railcar which was ordered in by Customer in error as specified in the Subscribing Rate Carrier's Rate Tariff 8001. The Ordered in Error

(Continued in next column)

**ITEM 3120 (continued)
EMPTY OR LOADED RAILCARS ORDERED IN OR
UNABLE TO PLACE**

Railcar Charge shall be in addition to all other demurrage charges as specified in Subscribing Carrier's Rate Tariff 8001.

When it is determined that a Spot on Arrival (Open Gate) Customer is unable to receive empty or loaded cars from interchange as a result of conditions attributable to consignor, loader, consignee, Care-of-Party or unloader (each such railcar which may not be received by Customer shall be deemed a "Not Ready to Receive Railcar"), the Subscribing Carrier shall place each Not Ready to Receive Railcar in Constructive Placement status and Customer shall pay to the Subscribing Carrier a Not Ready to Receive Railcar Charge for each railcar which the Spot on Arrival (Open Gate) Customer was unable to receive as specified in the Subscribing Rate Carrier's Rate Tariff 8001. The Not Ready to Receive Railcar Charge shall be in addition to all other demurrage charges as specified in Subscribing Carrier's Rate Tariff 8001.

**ITEM 3130
RETURNED CAR(S) TO CUSTOMER FACILITY**

A per car charge as specified in Subscribing Carrier's Rate Tariff 8001 will be assessed on cars released by Customer not yet interchanged beyond Subscribing Carrier, and subsequently ordered returned to the Customer.

**ITEM 3140
REFUSED RETURNED LOADED SHIPMENTS**

On shipments reaching destination but not unloaded (for reasons other than the Subscribing Carrier's errors), Customer shall submit new loaded billing instructions to Subscribing Carrier and will be subject to applicable new loaded billing.

**ITEM 3150
INDUSTRIAL INTERCHANGE**

When an empty car is interchanged to Subscribing Carrier for loading and loaded car is delivered in direct connection with another Carrier a per car charge will apply as specified in Subscribing Carrier's Rate Tariff 8001.

**ITEM 3160
FAILURE TO DELIVER LOAD TO SUPPLYING CARRIER**

When a foreign road delivers a car to the Subscribing Carrier for a Customer to load, and the Customer releases the car back to Subscribing Carrier with instructions to deliver to another foreign road other than the foreign road that supplied the car, but instead ships the loaded car via another railroad, the Customer will be charged a per car rate by Subscribing Carrier plus any applicable charges that may be assessed by the foreign railroad originally supplying the car. Charges are specified in Subscribing Carrier's Rate Tariff 8001.

**SECTION 3
SWITCHING AND ACCESSORIAL**

ITEM 3170

HOLD FOR INSTRUCTION

When on Customer's instructions loaded cars, or empty cars moving on own wheels, are removed from industry, shop or team tracks and are held by the Subscribing Carrier awaiting forwarding instructions, a per car charge will be assessed against the party responsible for providing the forwarding instructions and the car will be placed into Constructive Placement status.

On loaded cars the charge will be assessed against the party physically loading the car and in whose name demurrage is maintained by the Subscribing Carrier. If cars are subsequently ordered returned to loaders tracks, the applicable switching charge will be assessed against the loader. The charges provided in this item are specified in Subscribing Carrier's Rate Tariff 8001.

The charges provided in this item are in addition to applicable demurrage charges and will not be absorbed in whole or in part by Subscribing Carrier.

Instructions include:

- Valid EDI Billing and Disposition
- Customs Clearance
- Any other document that prevents Subscribing Carrier from moving car

ITEM 3180

HANDLING OF HEAVY WIDE DIMENSIONAL CARS

An additional charge will be added to the regular switching rates named herein to for cars bearing mechanical designation:

- "FW" of any capacity
- "FM" of 151,000 lbs. and over nominal capacity, and
- "FD".

Charges are in Subscribing Carrier's Rate Tariff 8001.

ITEM 3200

HANDLING OF OVERLOADED/IMPROPERLY LOADED CARS

When it is determined by the Subscribing Carrier that a car is loaded beyond its registered and stenciled capacity or in excess of its maximum allowable gross weight on rail as specified in the Subscribing Carrier's Rate Tariff 8001, whichever is less ("Overloaded") or improperly loaded while on the Subscribing Carrier's railway lines, the Subscribing Carrier may take any of the following measures:

- 1) determine, on a case by case basis and at its sole discretion, whether the Overloaded or improperly loaded car may be moved safely and allowed to continue in transit; and

(continued in next column)

ITEM 3200 (continued)

HANDLING OF OVERLOADED/IMPROPERLY LOADED CARS

- 2) if the car requires inspection or adjustment, the Subscribing Carrier may assess additional fees and costs to the Customer if the Subscribing Carrier performs the inspection or adjustment; and
- 3) place the car into Constructive Placement status until such time that the situation is remedied to the Subscribing Carrier's satisfaction and the car may be moved safely and allowed to continue in transit; and
- 4) at its discretion, notify the Customer that the Customer, at its sole cost and expense, shall be responsible for remedying the Overloaded or improperly loaded car situation.

None of the determinations made or measures taken by the Subscribing Carrier shall in any way exonerate, excuse or limit the liability of the Customer to the Subscribing Carrier under the present Item.

In addition to the measures listed above, when it is determined by the Subscribing Carrier that a car is Overloaded or improperly loaded regardless whether this determination is made on its railroad lines or during or subsequent to unloading, the Subscribing Carrier shall assess and the Customer shall pay the Overloaded or improperly loaded car charge and applicable demurrage charges as specified in the Subscribing Carrier's Rate Tariff 8001 and all costs and expenses incurred by the Subscribing Carrier associated with the delay to the car's movement.

If the Subscribing Carrier determines that a particular Customer repeatedly Overloads or improperly loads cars, the Subscribing Carrier reserves the right, in the interest of safety, to embargo such Customer.

The Customer further agrees to indemnify and hold harmless the Subscribing Carrier, its owners, OmniTRAX, Inc. and their respective employees, officers, members, managers, and directors (the "Subscribing Carrier Indemnitees") from and against any and all claims, administrative proceedings, lawsuits and damages and agrees to reimburse the Subscribing Carrier Indemnitees for any costs, lawsuits, obligations, judgments, debts, fines, sanctions, penalties and expenses of any nature whatsoever, including reasonable attorney's fees, suffered or incurred by the Subscribing Carrier Indemnitees arising or resulting from 1) Customer's Overloaded or improperly loaded cars, or 2) Customer's acts, omissions or violation of any law or regulation applicable to the loading of its cars, except to the extent proximately caused by the grossly negligent acts or omissions or willful misconduct of the Subscribing Carrier.

**SECTION 3
SWITCHING AND ACCESSORIAL**

**ITEM 3210
SPECIAL FREIGHT TRAIN SERVICE**

Except as otherwise provided and upon specific request of the Customer, carloads may be handled in special freight train (not regular) service (See NOTE 1).

The charge for this special freight train service, when the Subscribing Carrier assigns an additional dedicated crew (for up to 8 or up to 12 hour increments of special freight train service), will be specified in the Subscribing Carrier's Rate Tariff 8001 and is in addition to any applicable switching or other charges specified in this Tariff. Charges will be assessed against the party requesting such service.

NOTE 1. – Special freight train (not regular) service is defined as:

- (a) Service accorded shipments which cannot be handled in regular train operations because of excess weight, height, width or length which necessitates handling is a special freight train, or
- (b) By specific instructions from the Customer, or
- (c) For any other reason that the Subscribing Carrier deems it operationally necessary to move the freight in special freight train (not regular) service.
- (d) Provision of special freight train (not regular) service shall be at the discretion of the Subscribing Carrier depending upon crew availability and other railroad operating priorities.

**ITEM 3215
SPECIAL SWITCHING SERVICE**

Except as otherwise provided and upon the specific request of the Customer, switching may be performed outside of the Customer's regularly scheduled service plan.

At Customer's request the Subscribing Carrier may provide Customer with:

- (a) a dedicated crew for up to 8 or up to 12 hour increments of special switching service, or
- (b) railcar switching that does not require an additional crew.
- (c) Provision of Special Switching Service options (a) and (b) above shall be at the discretion of the Subscribing Carrier depending upon crew availability and other railroad operating priorities.

The charge for this special switching service will be specified in the Subscribing Carrier's Rate Tariff 8001 and is in addition to any applicable switching or other charges specified in this Tariff. Charges will be assessed against the party requesting such service.

**ITEM 3220
DIVERSION OR RE-CONSIGNMENT**

When a request is placed with the Subscribing Carrier by the Consignee, Consignor, or Owner of shipment, that modifies any provision or terms described below, a diversion/re-consignment charge as specified in Subscribing Carrier's Rate Tariff 8001 will apply to the party requesting change.

- Change in the name of the Consignee
- Change in the name of the Consignor
- Change in the destination
- Change in the route
- Any other instruction given by the Consignor, Consignee or Owner affecting delivery and requiring addition to or change in billing (except orders received prior to arrival of the car on the Carrier Road or after departure from Subscribing Carrier), and additional movement of the car, or both.

If this information is received by the Subscribing Carrier:

- After the advanced waybill information is received, or
- Before the car is delivered by the Subscribing Carrier,

Then a charge will be applied per diversion, in addition to the cost of any switching, demurrage, line-haul or other applicable charges that may accrue as a result of the diversion. Charges are in addition to the applicable price publications.

Cars stopped, diverted or re-consigned under the terms of this Item are subject to demurrage provisions as described in the Subscribing Carriers Rate Tariff 8001.

Diversion or re-consignment orders will not be accepted by Subscribing Carrier for cars that have already left Subscribing Carrier's control.

**SECTION 3
SWITCHING AND ACCESSORIAL**

ITEM 3230

TURNING OF CARS

At the request of the Customer or when it is necessary to turn a car, in order that a car may be unloaded or loaded, a charge will apply as specified in Subscribing Carrier's Rate Tariff 8001 to the appropriate party based on circumstances necessitating turning of car.

ITEM 3240

CLOSING OR OPENING DOORS ON RAILCARS

Loaded cars will not be moved unless all doors, hatches, outlet gate doors on covered hoppers, gates and tie-down devices are secured. All applicable switch charges will apply if any subsequent trips to the Customer are necessary due to doors, etc., not being secured.

On empty or loaded cars, when it becomes necessary for the Subscribing Carrier or its contractor, to close or open doors, hatches, gates, outlet gate doors on covered hoppers, or secure tie-down devices, charges will be assessed against the Customer releasing said car as specified in Subscribing Carrier's Rate Tariff 8001.

This service is provided at the convenience and discretion of the Subscribing Carrier.

ITEM 3250

WEIGHING OF CARS

If Subscribing Carrier has access to a scale and Customer requests car be weighed, a per car charge will be assessed, along with any applicable demurrage, switching and accessorial charges as specified in Subscribing Carrier's Rate Tariff 8001.

ITEM 3260

SWITCHING EMPTY CARS FOR REPAIRS

A round trip charge per car (See Notes 1 and 2) will apply on empty cars as specified in Subscribing Carrier's Rate Tariff 8001 destined to a shop facility for cleaning, lining, relining, maintenance, modification or repairs. This charge is applicable only on empty private freight cars as registered in UMLER, that arrive at a station free of line-haul charges.

NOTE 1. - Charges apply for round-trip movement from yard tracks to shop facility and return, when moving solely on the tracks of Subscribing Carrier. If Subscribing Carrier switches the empty car into the shop facility and is not the switching carrier for the eventual movement from the shop facility, then the switching charge, as named in this item, applies only on the inbound movement.

NOTE 2. - Unless otherwise provided on a bill of lading or in a transportation contract, the charges in this item will be assessed against and collected from the person, firm or corporation ordering the movement.

ITEM 3270

IDLER CARS

Are considered loads while moving in conjunction with a loaded movement. Charges apply as specified in Subscribing Carrier's Rate Tariff 8001.

ITEM 3280

BUFFER CARS

Are considered loads while moving in conjunction with a loaded movement. Charges apply as specified in Subscribing Carrier's Rate Tariff 8001.

ITEM 3290

HANDLING PRIVATE RAIL PASSENGER CARS

Needs pre-approval before Subscribing Carrier can accept. Subscribing Carrier will provide a Private Rate Quote.

ITEM 3300

SCALE TEST CARS

A scale test car is a type of railcar that is used to calibrate the weighing scales used to weigh loaded railroad cars. When a scale test car is received in interchange from a connecting carrier and delivered to the Customer, a per car charge will be assessed to the Customer on the inbound movement as specified in Subscribing Carrier's Rate Tariff 8001.

**SECTION 3
SWITCHING AND ACCESSORIAL**

ITEM 3310

LOCOMOTIVE FREIGHT CARS

Locomotives and/or tenders moving on own wheels, but not under power, as designated with STCC 37-411-10 will be subject to the per unit/tender charge per locomotive unit and per tender as specified in the Subscribing Carrier's Rate Tariff 8001. Notwithstanding anything to the contrary in this Tariff, liability for loss and or damage to a unit and/or tender is limited twenty-five thousand dollars (\$25,000) per unit and twenty-five thousand dollar (\$25,000) per tender in accordance with the terms and conditions of Item 1140 of this Tariff. If liability coverage beyond that provided herein is desired, the Subscribing Carrier must be contacted for charges to apply prior to tendering such locomotive and/or tenders to the Subscribing Carrier for rail transportation.

ITEM 3320

MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS

The charge for maintaining each industrial switch connection will be as specified in the Subscribing Carrier's Rate Tariff 8001. The owner or the user of the Private Track or Lease Track (as determined at the sole discretion of the Subscribing Carrier) will pay the charge to the Subscribing Carrier. The charge does not apply if the Industrial Track Agreement or Lease Track Agreement (between the user of the Lease Track and the Subscribing Carrier) specifies charge(s) for maintaining the switch connection(s) to the Private Track or Lease Track. The charge does not apply if the owner or the user of the Private Track or Lease Track, which is served by the industrial switch connection, requests the Subscribing Carrier to remove the industrial switch connection before the payable date of the charge. The charge is payable within thirty (30) calendar days from the date of the Subscribing Carrier's bill to the owner or user of the Private Track or Lease Track and for each succeeding year.

SECTION 4 HAZARDOUS MATERIALS AND TIH/PIH PROCEDURES AND DEFINITIONS

ITEM 4000

TIH/PIH COMMODITIES

A list of applicable STCC numbers is shown below. TIH/PIH: Toxic Inhalation Hazard/Poisonous Inhalation Hazard

STCC	STCC	STCC	STCC	STCC	STCC	STCC
4821019	4920167	4920323	4920398	4921010	4921402	4927010
4821261	4920173	4920324	4920399	4921015	4921404	4927011
4821722	4920174	4920325	4920502	4921016	4921405	4927012
4830030	4920175	4920331	4920503	4921019	4921413	4927014
4904210	4920178	4920337	4920504	4921020	4921414	4927018
4904211	4920180	4920342	4920505	4921021	4921420	4927019
4904879	4920181	4920343	4920508	4921028	4921438	4927020
4907409	4920183	4920344	4920509	4921063	4921473	4927021
4907434	4920184	4920346	4920510	4921064	4921487	4927022
4909306	4920187	4920347	4920511	4921202	4921495	4927023
4909307	4920188	4920348	4920513	4921207	4921497	4927024
4910370	4920189	4920349	4920515	4921211	4921558	4927025
4916138	4920195	4920351	4920516	4921213	4921587	4927026
4918180	4920196	4920352	4920517	4921216	4921695	4927027
4918505	4920301	4920353	4920518	4921234	4921722	4927028
4918507	4920302	4920354	4920522	4921237	4921727	4927030
4920102	4920303	4920355	4920523	4921239	4921730	4927095
4920103	4920304	4920356	4920525	4921245	4921741	4927096
4920104	4920305	4920357	4920526	4921248	4921742	4927097
4920105	4920306	4920359	4920527	4921251	4921744	4927098
4920106	4920307	4920360	4920528	4921252	4921745	4927099
4920107	4920308	4920368	4920530	4921254	4921746	4930024
4920108	4920309	4920369	4920531	4921255	4921756	4930030
4920110	4920310	4920371	4920534	4921256	4923113	4930050
4920111	4920311	4920373	4920535	4921261	4923117	4930204
4920112	4920312	4920375	4920536	4921262	4923209	4930260
4920113	4920313	4920378	4920547	4921263	4923298	4931201
4920115	4920314	4920379	4920550	4921264	4927001	4932010
4920116	4920315	4920380	4920556	4921270	4927002	4932352
4920117	4920316	4920381	4920559	4921271	4927003	4932385
4920118	4920317	4920382	4920570	4921272	4927004	4933327
4920122	4920318	4920383	4920571	4921273	4927005	4935231
4920135	4920319	4920392	4920715	4921275	4927006	4936110
4920160	4920320	4920394	4921004	4921278	4927007	4936565
4920164	4920321	4920395	4921008	4921304	4927008	
4920165	4920322	4920396	4921009	4921401	4927009	

SECTION 4
HAZARDOUS MATERIALS AND TIH/PIH PROCEDURES AND DEFINITIONS

ITEM 4005

HAZARDOUS MATERIALS : LOSS AND DAMAGE

Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof. Explosives are defined as Class A, B, and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series.

Customers are required to accept delivery of carload traffic of Hazardous Materials within 48 hours after notice of arrival has been sent or given to the Consignee. Customers that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of cars. Subscribing Carriers do not hold themselves out to provide storage of cars containing Hazardous Materials.

For the purpose of this Tariff, the term "Loss" shall mean any loss, injury, or damage which arises out of transloading, unloading and loading, transportation or disposition (including treatment, storage or disposal) of the Hazardous Materials, including, but not limited to, loss or damage to property (including, without limitation, the property of either of the Customer or Subscribing Carrier) or to natural resources; injury or death of any person or persons (including, without limitation, employees of Subscribing Carrier); claims, liabilities, damages, fines or penalties; costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, state or local laws and regulations; fees including, but not limited to, attorney, consultant, and expert witness fees; and costs of investigation.

For greater certainty but without limitation to the foregoing, the Subscribing Carrier's liability for any delay, loss or damage to Dangerous Goods to the exclusions, limits and defences set out in Item 1140 of this Tariff.

Customer hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents and employees, from and against any and all claims, demands, liabilities and lawsuits brought by any third party or governmental agency under any theory of law against Subscribing Carrier seeking to hold Subscribing Carrier liable for any Loss to the extent that the Loss is caused by Customer's act or omission, or act or omission of Customer's own Contractor, Customer's violation of any law or regulation, Customer's failure to accept delivery, or Customer's breach of any other requirement including, but not limited to, Customer's failure to provide proper identification of the Hazardous Materials to be transported, whether or not Customer relied on other parties for said identification, unless Subscribing Carrier's act or omission, violation of law or regulation, or breach of any requirement of this Tariff contributed to the Loss.

Notwithstanding any provisions in this Item 4005, Customer hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents, and employees from and against any claim for Loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of hazardous waste product by Customer, another rail carrier, or contractor, or other transporter designated by Customer, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by Customer.

Customer shall, regardless of the cause, be fully liable for and shall indemnify Subscribing Carrier, its officers, agents, and employees against any Loss to the extent and only to the extent that such Loss or any portion of such Loss is attributable to the release or spill of a hazardous material which is not identified on the bill of lading or manifest.

Customer shall indemnify and hold harmless Subscribing Carrier and the actual owners of equipment used hereunder from and against any and all liability for Loss resulting from future use of or exposure to the equipment where such Loss arises from Customer's failure or negligence in inspecting and/or decontaminating equipment prior to release to Subscribing Carrier or delivering railroad or motor carrier.

Knowledge on the part of one party of any violation of any terms of this Tariff by the other party shall constitute neither negligence nor acquiescence in such violation, and shall in no event relieve either party of any of the responsibilities and indemnity obligations assumed in this Tariff.

References to Subscribing Carrier and Customer as used in this Tariff shall include the officers, agents and employees of Subscribing Carrier and Customer. Customer and Subscribing Carrier further agree that each and all of its indemnity commitments in this Tariff shall extend to and include the parent and all subsidiary and affiliated companies of Customer and Subscribing Carrier and their respective officers, agents and employees.

In the event of a conflict between provisions in this Item 4005 and the provisions contained in Item 4010 of this Tariff the provisions in Item 4010 shall govern.

SECTION 4
HAZARDOUS MATERIALS AND TIH/PIH PROCEDURES AND DEFINITIONS

ITEM 4010
HAZARDOUS MATERIAL AND TIH/PIH LIABILITY

Customers will be liable for all Federal, State, Local penalties or fines which may be assessed for the holding of rail cars containing Hazardous Material or TIH/PIH on railroad controlled tracks and shall be jointly and severally liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the Customer/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of Subscribing Carrier due to the inability of the Customer to receive equipment or provide proper forwarding instructions, unless it can be proven that the Subscribing Carrier's gross negligence was the cause of same. Customers will be responsible for any cost incurred by Subscribing Carrier for providing protection or surveillance of any commodity provided in this Item while held on Subscribing Carrier property.

ITEM 4020
EXPLOSIVES AND DANGEROUS ARTICLES

For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Tariff BOE 6000-Series

ITEM 4025
TIH/PIH RATE

Notwithstanding any other rate provisions for transportation of a TIH/PIH car on Subscribing Carrier, charges apply as specified in Subscribing Carrier's Rate Tariff 8001. Charges are subject to the credit terms outlined in Item 1400 of this Tariff.

ITEM 4030
PROCEDURE ON UNSAFE OR IMPROPERLY LOADED HAZARDOUS MATERIALS AND TIH/PIH CARS

When a car is deemed unsafe based on the criteria in the bullet points below, a penalty of \$10,000 may be assessed to the Customer:

- A car is overloaded, imbalanced or has a shifted load
- A car is spilling, leaking, or dusting
- A car containing Hazardous Material or TIH/PIH commodities or residue is identified moving on the Subscribing Carrier's line for which shipping instructions were not regulatory compliant.
- A car containing a load that is mislabeled or loads not in compliance with FRA or PHEMSA.

ITEM 4040
PROCEDURE ON ANY MAJOR ADJUSTMENT FOR HAZARDOUS MATERIAL AND TIH/PIH CARS

When Subscribing Carrier provides any of the following tasks to a Hazardous Material or TIH/PIH car, a charge equating to actual cost plus 25% (minimum \$1,000) will be assessed to the party requesting or requiring these services:

- A car needs readjusting, reducing, loading, or unloading of a shipment.
- Repair or cleaning equipment, or clean-up of leaked/spilled materials
- Applying sprays or suppressants to the shipment or contents

ITEM 4050
PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY

Where at Subscribing Carrier's sole discretion, safe railway operations are not possible because of an extreme condition such as, but not limited to, the conditions below, train service will be suspended and all applicable demurrage charges will continue to accrue until condition is rectified to the satisfaction of Subscribing Carrier's safety/environmental staff.

Condition or practice likely to cause permanent disability, loss of life or body part and/or extensive loss of structure, equipment or material, or repeated/or multiple unresolved conditions or practices that may have a safe work-around.

**SECTION 5
HEAVY WIDE DIMENSIONAL CLEARANCE PROCEDURES**

ITEM 5000

GENERAL INSTRUCTIONS

These procedures establish instructions governing the movement of shipments in excess of Plate C dimensions and/or weighing in excess of 263,000 pounds. It applies to all Subscribing Carrier railroads and affiliates.

Shipments weighing in excess of 263,000 pounds require that the route over which the load is to move be checked prior to movement to determine if the roadbed and structures have sufficient capacity to safely carry the load at the timetable speed authorized for the route.

Shipments in excess of Plate C dimensions require that the route over which the load is to move be checked prior to movement to determine if there is sufficient horizontal and vertical clearance to pass the load. Movements of standard equipment with larger plate dimension on routes cleared for those plates are exempt from this clearance requirement.

The Subscribing Carrier General Manager, or designee, where the excess dimension / excess weight load will originate, terminate or traverse is the point of contact for initiating all required clearance files.

In the case of the loads originating on Subscribing Carrier, the Connecting Class I carrier is responsible for ensuring the clearance request is generated based upon the customer's information. This clearance request must be provided to each railroad along the proposed route and the movement cannot be authorized until each clearance request is answered in the positive.

If the Customer has already established clearance procedures with another servicing road in the route, these procedures can continue to be used. The review and approval by the Clearance Bureau is still needed prior to movement.

In the case of loads terminating on or traversing over Subscribing Carrier tracks, the receiving road is responsible for processing the inbound clearance request to the Clearance Bureau. The movement cannot be accepted at interchange until the clearance is approved by the Clearance Bureau.

All clearance related correspondence should be channeled through the Clearances@omnitrax.com organizational mailbox to ensure proper handling by those assigned responsibility for this function

ITEM 5010

SPECIAL CAR RESTRICTIONS

Any shipment loaded (or) proposed which exceed any of the following criteria is a dimensional load requiring clearance approval.

- Exceeds 17 ft. high above the rail, "Plate F".
- Overhangs: side(s) and/or end(s) of the railcar.
- Any shipment which requires the use of an idler car(s).
- Weight not to exceed tariff limits.
- Requires the use of heavy duty and/or specialized equipment.
- Any shipment having a combined center of gravity greater than 98 inches above the rail.

ITEM 5020

CLEARANCE RESTRICTIONS

As a common point of reference, The General Tariff 5000 and the Subscribing Carrier's Rate Tariff 8001 for each Subscribing Carrier property shall contain its published weight limit and clearance information. This information can be published at the railroad or subdivision level.

- Where this information is not published in the Subscribing Carrier's Rate Tariff, this clearance policy and its appendices are the source document for line clearance.

Weight limits published in excess of 263,000 lbs. must be approved by the Subscribing Carrier and justified by one of the following source documents as approved by the Office of Corporate Development/Engineering:

- A current bridge rating demonstrating capacity sufficient for the intended car weights for each of the structures on the route.
- A copy of the predecessor railroad's bridge roster that contains bridge rating information demonstrating capacity sufficient for the intended car weights at the time of transfer.
- A copy of the predecessor railroad's timetable or tariff information showing the route clearance at the time of transfer.

ITEM 5030

CLEARANCE BUREAU CONTACT INFORMATION

Any questions pertaining to Subscribing Carrier's Clearance Procedures shall be forwarded to the Clearance Bureau for handling and approval:

Clearance Bureau
252 Clayton Street, 4th Floor
Denver, CO 80206
Email: Clearances@omnitrax.com
Phone: 877.276.3777

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

ITEM 99999

Abbreviations	Explanation
AAR	Association of American Railroads
BNSF	BNSF Railway Company
BOE	Bureau of Explosives
CFR	Code of Federal Regulations
CSXT	CSX Transportation
FT	Freight Tariff
NS	Norfolk Southern Railway
OPSL	Official Railroad Station List
RER	Railway Equipment Register
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
UFC	Uniform Freight Classification
UP	Union Pacific Railroad Company
Reference Mark	Explanation
[A]	Addition
[C]	Denotes Change
[D]	Canceled
[I]	Increase
[R]	Reduction/Decrease



Company Information			Principals / Owners			
Full Legal Name / Business Entity			Name		Name	
Doing Business As (DBA)			Title	Phone	Title	Phone
Billing Address		City	State / Zip		Address	
Phone	Fax	Year Business Established		Tax ID (if incorporated) / Soc. Sec. No.		e-mail Address: Website:
A/P Contact:		Phone:		Company Type: Corporation: _____ Partnership: _____		
Credit Line Requested		Entity:		LLC: _____ Proprietorship: _____ Other: _____		

Trade Credit References						
Company Name			Contact Name			
Address		City	State	Zip	Phone	Fax
Company Name			Contact Name			
Address		City	State	Zip	Phone	Fax
Company Name			Contact Name			
Address		City	State	Zip	Phone	Fax

Bank Reference					
Bank Name		Account Number		Comments: Checking / Savings / Loans (For internal use only)	
Contact Name		Phone	Fax		
Address		City	State		

Signature			
<p>We hereby apply for credit and affirm financial responsibility, ability and willingness to pay invoices in accordance with our payment terms. The above information is warranted to be true and complete. We hereby authorize you to verify and collect information on us at will, including but not limited to bank references, trade credit references, consumer and /or commercial credit reports. We agree to pay a monthly finance charge of 1 1/2% on all past due balances. We agree to pay all costs of collection and litigation on this account should they be incurred. We agree that all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor.</p>			
<u>Authorized Signature</u>	<u>Print Name</u>	<u>Title</u>	<u>Date</u>
_____	_____	_____	_____

12/7/2012



Dimensional Load Request Form

Submit completed form to Clearances@omnitrax.com

Requestor Information

NAME	
PHONE NUMBER	
EMAIL	

Billing Information (party responsible for charges)

COMPANY NAME	
CONTACT NAME	
PHONE NUMBER	
EMAIL	

Shipment Information

ESTIMATED SHIP DATE	
SHIPPER NAME	
CONSIGNEE NAME	
ORIGIN CITY, STATE	
DESTINATION CITY, STATE	
ROUTE	
LOADING/UNLOADING POINT	

Lading and Dimensions

COMMODITY	
STCC	
DIMENSIONS	
WEIGHT	
VALUE	
CAR TYPE (INCL. MECHANICAL DESIGNATION)	

Conditions

Approval must first be obtained before shipments can be tendered to or accepted by Subscribing Carrier.

All dimensional shipments are subject to terms, conditions and rates per General Freight Tariff 5000 and Subscribing Carrier's Rate Tariff 8001 and all subsequent provisions.