

All previous issues of CSXT 4736 are cancelled as  
of the effective date shown below.

# CSX

## TRANSPORTATION

### PUBLIC PRICE LIST CSXT 4736

CONTAINING PRICES ON

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RIVER COAL

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Prices are subject to increase, change or expiration. Any change to the prices will be shown in supplements to or a reissue of this document or through advanced notification. Except as otherwise noted, ancillary charges contained in CSXT Tariff 8100 (Merchandise)/8200 (Coal) Series, as of the date of shipment tender, shall apply.

**EFFECTIVE:** January 1, 2012  
(except as otherwise noted)

CSX TRANSPORTATION  
COAL  
[www.ShipCSX.com](http://www.ShipCSX.com)  
Jacksonville, FL 32202

December 1, 2011

**CSX**  
TRANSPORTATION  
PUBLIC PRICE LIST CSXT 4736

**PARTICIPATING  
CARRIERS**

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**ABBREVIATION**

**NAME OF CARRIER**

AO .....	APPALACHIAN & OHIO RAILROAD INC.
CSXT .....	CSX TRANSPORTATION, INC.
TTIS .....	TRANSKENTUCKY TRANSPORTATION RAILROAD, INC.

**CANCELLATION NOTICE**

All prior issues of this document are cancelled.

**CONTACT PERSONNEL**

Please refer to [www.ShipCSX.com](http://www.ShipCSX.com)

**CURRENCY**

Prices are stated and payable in U.S. funds unless shipment is wholly within Canada, then price is stated in Canadian funds.

### **ALTERNATION / NON-ALTERNATION OF PUBLICATION**

Rail Transportation Contracts take precedence over prices published herein for the same commodities over the same routes.

Prices published in this public Price List will alternate with prices, with similar price conditions, published in other public price documents.

### **ALTERNATION OF PRICES**

Prices in this publication will alternate with other prices, with similar price conditions, in this publication, unless otherwise specified in an alternation provision documented in the Public CSXT 4736 (0) workbook, sheet tab labeled CSXT Price List.

### **CONFLICT OF RULES**

The rules in this Price List will take precedence over rules contained in other separate publications when shipments move under the prices contained in Public CSXT 4736 (0) workbook.

### **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 Carrier(s) reserve 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.

### **EMERGENCY ROUTING**

When in the case of pronounced traffic congestion (not an embargo), washout, wreck or other similar emergency, or through Carriers' error, Carriers forward shipments via other junction points of the same Carriers or via the lines of other Carriers party to the Price List, the price to apply will be that specified in this Price List, but not higher than the price applicable via the route of movement.

**EQUIPMENT MILEAGE ALLOWANCE**

For mileage allowance provisions on privately owned or lease equipment please see Public CSXT 4736 (0) workbook, sheet tab labeled CSXT Price List.

**FUEL SURCHARGE**

Fuel surcharges as provided for in CSXT Fuel Surcharge Publication 8661 as of the date of shipment tender shall apply.

**INTERNAL ROUTING**

Prices or routes published herein, to, from or via stations on CSXT, while on the rails of CSXT, are applicable only over the shortest distance between the stations where transportation is performed by CSXT, except as otherwise specifically authorized by other agreement(s), or unless handled out of route for Carrier's convenience.

**INCORPORATION OF DOCUMENTS**

Prices subject to rules and conditions of Railway Equipment Register, STCC 6001, OPSL 6000, UFC 6000, Rules Circular CSXT 4048 Series (Waste Shipments) when applicable, and CSXT Tariff 8100 (Merchandise)/8200 (Coal) Series, unless otherwise noted.

## **LOADING AND UNLOADING**

Consignors and Consignees will load and unload cars.

Consignors must load all cars in accordance with the Association of American Railroads' Circular 42 Series and appropriate AAR commodity loading publications and revisions thereof, or as approved by Rail Carriers involved. All unused securement devices must be returned to and stored in the same car from which removed, and devices must be secured. To inquire about loading and unloading requirements for a participating Carrier other than CSXT, contact that Carrier's sales office. For further information on CSXT loading and unloading requirements, contact:

Director - Freight Damage Prevention  
CSX Transportation, Inc. - J815  
P.O. Box 44085  
Jacksonville, FL 32231-4085  
800-327-9715 (Within U.S.)  
904-279-6331 (Outside U.S.)

Temporary blocking, flooring or lining, corrugated fibreboard or plywood separators or dividers, standards, strips, stakes or similar bracing or supports (hereafter referred to as dunnage), bulkheads, partitions, temporary doors or door protection, not constituting a part of the car, when required to protect and make freight secure for shipment, will be furnished and installed by Consignor at his expense.

Transportation charges for dunnage, when made, shall be at the price applicable to the freight which it accompanies.

Consignee is responsible for unloading all material from the rail car. This includes lading, dunnage, loading or unloading enhancement materials, or any other miscellaneous debris. Failure to comply with these rules will result in Consignee being charged for all associated removal costs (minimum of \$150 to a maximum of \$500 per car).

When equipment is found to be misloaded or overloaded, the Consignor will be given the opportunity to correct the situation at the Consignor's expense. Consignor is responsible for all damage to freight, rail equipment, or both caused by misloading or overloading. For overloaded cars on CSXT, see CSXT Tariff 8100 Series.

Consignee is required to return and secure the same car, all railroad owned securement devices removed to complete unloading, securely lock all bulkhead doors, return wooden doors used in transportation of bulk commodities and close all exterior doors and hatches.

## **LOSS AND DAMAGE LIABILITY OF CARRIER**

The Carrier shall be liable for claims only if Carrier negligence is shown by the claimant to be the proximate cause of the loss or damage.

Carrier liability for shortage of goods shall be conditioned upon evidence of unauthorized entry into the rail car while the same is in the possession of the Carriers.

Carrier shall not be liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, nor shall Carrier be liable for punitive damages or attorney fees.

Carrier liability for damages or shortages is contingent upon Carrier or its agent receiving immediate notification of all noted visible damages and/or shortages discovered during the unloading of a rail car. Damage or shortages discovered other than between 8:00 A.M. and 5:00 P.M., Monday through Friday, are subject to reporting no later than 24 hours following unloading from rail car, Saturdays, Sundays, and Holidays excluded. Concealed damage must be reported immediately upon discovery and made available for inspection at point of delivery. Damage may be reported to: Telephone: 800-432-1032.

Failure of the shipper to comply with packaging requirements of the Uniform Freight Classification and AAR loading provisions shall be a defense to any claim for damage.

Any claim for loss or damage shall be filed within nine (9) months of the date the shipment was delivered, or in the case of failure to make delivery, then within nine (9) months after a reasonable time for delivery. Any lawsuit or other action for the enforcement or liability for loss of damage shall be instituted within one year after the railroad first declines the claim. Loss and Damage Claims should be filed with:

Director - Freight Claims Services  
CSX Transportation, Inc. - J815  
P.O. Box 44085  
Jacksonville, FL 32231-4085  
800-327-9715 (Within U.S.)  
904-279-6331 (Outside U.S.)

## **ONE CONSIGNOR, CONSIGNEE, AND DESTINATION**

The name of only one Consignor, one origin, one Consignee and one destination shall appear on a Shipping Document. The Shipping Document may also specify the name of a third party that will be billed for the freight charges or a party at the same destination to be notified of the arrival of the shipment. See provisions in the Public CSXT 4736 (0) workbook, sheet tab labeled CSXT Column Definitions.

**OVERCHARGE CLAIMS**

Claims for overpayment of charges must be in writing and received by Carriers no later than three years after delivery or tender of delivery of shipment. Any lawsuit for overpayment of charges must be filed within:

- A. three years after delivery or tender of delivery of shipment or
- B. six months from the date of Carriers' disallowance of the last timely filed claim, whichever occurs later.

For Overcharge Claim Information pertaining to a participating Carrier other than CSXT contact that Carrier's sales office.

To inquire on CSXT overcharge claims contact:  
Patron Overcharge Claims  
CSX Transportation, Inc. - J605  
6737 Southpoint Drive South, 2nd Floor  
Jacksonville, FL 32216-6177  
904-279-4764

**PACKAGING** (applicable on regulated commodities)

Shipper 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, and exceptions thereto as published in 2000 Series Tariffs.



### **PAYMENT OF CHARGES - EXTENSION OF CREDIT**

Customers not on credit must pay freight and other accrued transportation charges prior to transportation of a shipment if it is tendered "prepaid" and prior to placement of a shipment if it is tendered "collect". In order to establish credit with CSX Transportation, Inc., contact:

CSX Transportation, Inc.  
Credit Administration - J220  
500 Water Street  
Jacksonville, FL 32202  
Telephone: 904-366-3807  
Fax: 904-366-4406

On-line at [www.csx.com](http://www.csx.com)

- a) Click on "Customers" (on menu bar)
- b) Click on "Credit Application" under "Become a Customer"

If credit has been established with CSX Transportation, Inc., freight and other accrued transportation charges shall be paid fifteen (15) calendar days or less from the billing date.

Freight and other accrued transportation charges may not be offset by overcharge, freight damage or other claims.

CSX Transportation, Inc. reserves the right to cancel the credit of any party and place the responsible party (Consignee, Consignor, or other billed party) on a cash basis. If the party responsible for freight charges has not established credit with CSXT, or has their credit cancelled by CSX Transportation, Inc., pursuant to 49 CFR, Section 1320.2, they will be subject to Liquidated damages interest, in addition to the Liquidated damages interest shall not apply in instance of clear clerical error on the part of CSX Transportation, Inc. "Liquidated damages interest" means 20% of the charges due.

### **PRICE APPLICATION**

Actual City locations applying from or to stations within the switching district will be designated as "SD" (Switch District) in the Public CSXT 4736 (0) workbook with sheet tab labeled CSXT Price List.

Prices will NOT apply to/from stations within the switching district of a zip code, state, FSAC (Freight Station Accounting Code), or NRB (National Rate Basis).

Prices in this Price List and other Price Lists may not be used to make a combination of prices that defeat the through prices documented in this CSXT Price Authority.

**PRICE TERMS AND CONDITIONS (additional):**

Carrier agrees to provide rail transportation service at the rates and subject to the additional terms and conditions set forth in Public CSXT 4736 (0) workbook with sheet tabs labeled CSXT Price List, CSXT Commodity Definitions, CSXT Column Definitions, CSXT Location Groups, and CSXT Price List Terms. The workbook is a part of this Price List and may be supplemented from time to time.

**PROPORTIONAL APPLICATION OF PRICES** (applicable only to Rule 11 rates)

When Price List proportional prices are used to construct through charges beyond the geographic scope of this publication on a through Shipping Document, the Price List charges will be assessed and billed separately by CSXT or other participating Carriers, as appropriate. Shipping Documents on such rebilled shipments must indicate that the shipment is made under Railway Accounting Rule 11. Industry agrees to specify on each Bill of Lading and requests origin Carrier to place the following statement on the waybill:

“Charges to Carriers which are party to this Price List are separately collected pursuant to Railway Accounting Rule 11.”

**REJECTED, REFUSED, RETURNED SHIPMENTS**

Unless restricted, shipments reaching destination but not unloaded (for reasons other than the Carriers' errors), may be returned to the original shipping point via the reverse route at the same price and conditions, unless a lower price exists for such return shipments.

**SHIPPING DOCUMENT**

Prior to tender of freight, Consignor shall execute a Shipping Document similar in content to the Uniform Bill of Lading. However this Price List shall override any inconsistent terms in the Shipping Document.