

CSXT 8100 Changes- January 1, 2015

1.1 – General Rules

-Add sentence at the end of last paragraph– “Services expressly described herein are the only common carrier services offered by CSXT.”

1.1.3 – Inclusion of Tariffs, Items, Notes, Rules, etc.

- Add language at the end of the paragraph – “For more specific provisions regarding particular Commodities, see:”
 - CSXT 4048 – with rules regarding Hazardous Waste
 - CSXT 4049 – with rules regarding Hazardous Materials
 - CSXT 8082 – with rules regarding private railcars in coal service
 - CSXT 8200 – with rules regarding coal, coke and iron ore

1.1.9 – Terms of Contract of Carriage (**NEW ITEM)

-When a Customer tenders a Shipment pursuant to a Shipment Instruction that references a private price not otherwise incorporated into a contract then in effect, the terms of CSXT’s general transportation terms shall apply. Those terms are available at <http://www.csx.com/index.cfm/customers/prices-tariffs-fuel-surcharge/> and then click “CSXT Private Price List and Contract”

1.1.10 – Rebilling of Charges (**NEW ITEM)

-Occasionally CSXT is billed for charges due to the actions of Customers or other railroads. CSXT may rebill (pass through) such charges to the party responsible for CSXT being billed, and such party is responsible for the payment of those charges.

1.2.1 – Shipping Instructions

-Change language for second sentence to read “In emergencies, Customers may fax shipping instructions to 800-448-8984 at an additional charge of \$50.00 per faxed Shipping Instruction.”

-Move bullet # 3 – “CSXT may charge \$100 for a Reconsignment or other change to the Shipping Instruction that does not affect the movement of the Shipment” to 1.2.4 – Diversion, and Other Changes to Shipping Instructions

1.2.2 – Line-Haul Transportation Service

-Add after last sentence – “CSXT establishes each location’s service schedule.”

1.2.4 – Diversion, and Other Changes to Shipping Instructions

- Change price of diversions for block of cars from \$2,000.00 to \$2,750.00 and from 8 cars to 10 cars.
- Remove the word destination from 2nd second of bullets - # 2
- Remove “Faxed to 1-888-336-7623”

1.3.5 – Furnishing CSXT Boxcars That Subsequently Move on Another Carrier

- Change title to read “Furnishing Carrier Railcars That Subsequently Move on Another Carrier”
- Add “Carrier” before “Cars” in first sentence.
- Change “boxcar” to “Carrier Car” in second sentence.

1.4 – Relationship with Other Rail Carriers (**NEW ITEM)

-“For the convenience of Customers, CSXT has and will from time to time coordinate with other rail carriers for the transportation of cargo. When CSXT coordinates such transportation, whether by contract or pursuant to that rail carrier’s tariff, those arrangements are made solely so that our customers do not have to arrange and contract with those rail carriers. In entering such contracts and/or tendering railcars under that tariff, and paying for the services of those rail carriers, CSXT is acting as the disclosed agent of the Customer. CSXT does not seek such transportation on its own behalf, and any such other rail carrier is not CSXT’s agent in completing the transportation. CSXT does not assume or accept any responsibility or liability for the actions of any other rail carrier with regard to the transportation of any cargo. All such liability is solely the responsibility of the rail carrier whose actions give rise to the claimed liability. Each common carrier by rail is only responsible for the transportation services provided on its network.”

2.1.1 – Calculating Demurrage

-Change first paragraph to read – “CSXT calculates and bills Demurrage on a monthly basis using a debit/credit system. Carrier cars are tracked, calculated, and billed in separate accounts based on whether they are loaded, empty, refrigerated boxcars, RSSMs, or other Hazardous Material railcars. The company:”

-Change bullet # 1 – “Allows one day credit to load an empty Carrier Car”

-Change bullet # 2 – “Allows one day credit to unload a Carrier Car not carrying RSSM”

-Add new bullet # 3 – “No credit days are available for railcars loaded with RSSM”

-Change in second group - bullet # 4 to read– “Credits in one account cannot be used to offset debits in the other.”

-Change paragraph after bullets to read – “Debit days start at 00:01 the next scheduled service day after CSXT notifies the Customer of Constructive Placement of a railcar, or Actual Placement of a railcar. For Customers without scheduled service days or who receive hazardous or TIH/PIH loaded cars, or Customers who receive CSXT’s approval of a request for a reduction in the frequency of scheduled service, debit days start at 00:01 the day after CSXT notifies the Customer of Constructive Placement of a railcar or places a railcar. The day the Customer orders the railcar for Actual Placement or Releases the railcar to CSXT counts as the last debit day for that railcar.”

-Example – change to read “A Customer handles 35 loaded Carrier Cars during the month of July at one of its facilities. They earn 35 credits (1 credit per Carrier Car), and total 50 debit days.”

-Change Calculation to: $50 - 35 = 15 \times \$105 = \$1,575$

2.2.1- Private Car Storage Charges

-Change Bullet # 1 – “Allows two days credit for an empty Private Car”

-Add new Bullet # 3 – “Allows one day credit for a loaded Private Car carrying Hazardous Materials”

-Add new Bullet # 4 – “No credit days are available for Private Cars loaded with RSSM”

-Last paragraph change to read – “Private Car Storage debit days start at 00:01 the next scheduled service day after CSXT notifies the Customer of Constructive Placement of the Private Car and stops when the Customer orders the railcar for Actual Placement. For Customers without scheduled service days or who receive hazardous or TIH/PIH loaded cars, or Customers who receive CSXT’s approval of a request for a reduction in the frequency of scheduled service, debit days start at 00:01 the day after CSXT notifies the Customer of Constructive Placement of a railcar.”

2.3 – Demurrage and Private Car Storage Apply to Cars Held for Other Purposes

-Add bullet # 5 – “Railcars held short of destination due to Customer’s inability to accept delivery”

2.4 – Hazardous Materials

-Remove entire item

2.5 – Demurrage and Private Car Storage Rates

-see changes on chart

Demurrage Credit (Free) Days	Rate Per Day	Refrigerated Car Rate Per Day
1 Day Credit for Loading	\$105 per railcar	\$150 per railcar
1 Day Credit Unloading	\$105 per railcar	\$150 per railcar
0 Day Credit for Railcars Held for Other Purposes	\$105 per railcar	\$150 per railcar

Private Car Storage Credit (Free) Days	Rate Per Day
2 Day Credit for Empty Railcars	\$60 per railcar
2 Day Credit for Loaded Railcars	\$60 per railcar
0 Day Credit for Overloads	\$60 per railcar
0 Day Credit for Railcars Held for Other Purposes	\$60 per railcar

Private Car Storage Credit (Free) Days	Hazmat Cars Rate Per Day	RSSM Cars Rate Per Day
0 Day Credit for Loaded Railcars		\$1,500 per railcar
1 Day Credit for Loaded Railcars	\$150 per railcar	
2 Day Credit for Empty Railcars	\$60 per railcar	\$60 per railcar

Demurrage Credit (Free) Days	Hazmat Cars Rate Per Day	RSSM Cars Rate Per Day
0 Day Credit for Loaded Railcars		\$1,500 per railcar
1 Day Credit for Loaded Railcars	\$150 per railcar	
1 Day Credit for Empty Railcars	\$105 per railcar	\$105 per railcar

3.1 – Sidetracks

-change link to <http://www.csx.com/index.cfm/customers/industrial-development/>

4.2 – Switching Orders

-Remove language “Faxed switch requests will not be processed.”

-Add stand alone sentence at end of section “CSXT reserves the right to decline to perform additional switching within a Customer’s facility.”

5.1.1 – Requesting Special Train Service

-Add stand alone sentence after “Prompt 5, Prompt 6” that reads “For dimensional loads, you should start by contacting the CSXT Clearance Bureau at 1-800-581-5049 or Clearance2@csx.com” (this was formerly item 5.1.1.1 – Dimensional Loads)

5.4.3 – Overloads

-Change bullet # 4 to read – “The allowable tolerance for the avoidance of overload charges is 2,500 pounds”

Section 7 – Claims for Damage to, or Delay or Loss of, Freight

-First paragraph change to read “CSXT is committed to serving our Customers with safe, reliable rail transportation. In the event that freight is damaged or misplaced, we will promptly address your concerns as described below.”

-Change “Freight Claims” to “Claims Management” in the second paragraph.

7.2 – Alternative Approach to Damage, Delay, and Loss Claims

-Change first paragraph to read “If you do not elect Carmack Amendment protections, CSXT will assume liability for freight claims subject to the following limitations:”

7.7.2 – Bill of Lading

-Change title to read “Bill of Lading and other Traditional Defenses”

-Change language to read: “CSXT’s liability shall be that of a warehouseman for loss, damage, or delay occurring:

- after Actual or Constructive Placement of the property at destination, or
- after any other tender of delivery of the property to the party entitled to receive it”

7.9 – Additional Limitations for Shipments through Mexico (**NEW ITEM)

-For any Shipment with either a rail origin or rail destination in Mexico which moves over CSXT:

(1) CSXT is not responsible for any loss of or damage to the cargo occurring in Mexico.

(2) CSXT is not responsible for unlocated loss of or damage to the lading unless the claimant can show by preponderance of the evidence that the loss of or damage to the lading occurred in the United States and is otherwise compensable under this Section 7.

(3) All claims for loss of or damage to lading occurring in Mexico must be presented to the Mexican rail carrier. Filing of a claim with the Mexican rail carrier does not constitute filing of a claim with CSXT.

(4) CSXT is not responsible for any expenses or losses incurred by a Customer from delays and problems in clearing Customs.

7.1.10 - Special Limitations for Shipments of Vehicles (**NEW ITEM)

-First stand alone sentence “Any loose items or uninstalled vehicle components in any vehicle transported by CSXT are tendered to CSXT at the sole risk of loss of shipper.”

-Second stand alone sentence “Only one claim may be filed for any individual vehicle.”

8.1 – Intermediate Switching Services

-Remove Savannah GA line in chart

8.2.2 – Reciprocal Switching Exceptions

-Remove bullet # 1 – “Any Shipments not moving in revenue line haul service”

-Add new bullet # 1 – “Special train shipments, including dimensional loads. See Section 5.1”

9.1 – Customers Eligible for Reciprocal Switching

- Atlanta, GA – Change Meadwestvaco’s address to “1105 Herndon St NW” and add “only for STCC 2631117”
- Change CN Rates as Follows:
 - Buffalo NY - \$550
 - Decatur IL – change \$525 rate to \$550
 - Detroit MI - \$550 three sections
 - Memphis TN - \$550
 - Tuscola IL - \$350
- Buffalo NY – Change Ashland Chemical Co’s name to “Nexeo Solutions LLC”
- Buffalo NY – Change Del Monte Foods’ name to “Big Heart Pet Brands”
- Buffalo NY – Change FMC Corporation’s name to “Peroxychem” and address should read “35” not “355”
- Bessemer AL – Remove BHRR from list
- Birmingham AL – Remove BHRR from list
- Add new Industry listing on page 40 – Ensley, AL
 - United States Pipe & Foundry 2023 St. Louis Avenue Birmingham AL BHRR \$175.00
 - Mid South Lumber Company 11 18th Street NW Birmingham AL BHRR \$175.00
 - Stringfellow Lumber Company 901 2nd Court West Birmingham AL BHRR \$175.00

9.3 – Interchange Error Movements

- Add CFWR - \$400.00 Per Car
- Change TTR from \$163.00 to \$175.00 Per Car
- Add GSWR - \$500.00 Per Car
- Change MCER from \$280.00 to \$293.00 Per Car

9.4 – Glossary

- Remove Bunching definition
- Add to end of Force Majeure Event definition – “Force majeure can not excuse non-compliance with safety requirements and regulations.”
- Reciprocal Switch definition change to read – “The movement in switching service for loading or unloading, immediately preceding or following a line haul movement in revenue service over another railroad, from or to the point of interchange with the connecting railroad at the stations identified in Appendix 9.1.”