

CSXT 8100 Changes- July 1, 2014

1.1.1– Applicability and Interpretation

-Add bullet – “Capitalized terms not otherwise defined within these Terms and Conditions are defined in the Glossary appearing in Section 9.4”

1.1.6 – Charges in U.S. Dollars (**NEW ITEM #)

-Created new item number – Moved item from 1.1

1.1.7 – Charges are Cumulative (**NEW ITEM)

-“All charges established by these Terms and Conditions are cumulative, and may be assessed in any combination.”

1.1.8 – Agents (**NEW ITEM)

-“CSXT may rely on the actions and representations of a Customer’s Agents.”

1.3.10 – Cars that must be unloaded from a Specific Side (**NEW ITEM #)

-New Item # - language moved from 5.3

“Loading a railcar in a manner that requires unloading from a single side can be unsafe, and is prohibited unless permitted by applicable AAR rules. For example, AAR rules stipulate that a railcar requiring placement for loading or unloading from a particular side or end must be placarded on both sides and the following written notification must be included on the associated Shipping Instruction:

Notice to Carrier – Deliver railcar from side or end specified by placard.”

6.1.6 – Finance Charges

-Remove “line-haul freight” in all three bullets (*removing the words “line-haul freight” means we will begin billing finance charges for line-haul and supplemental*)

6.2 – Procedures for Disputing Invoices

-Change language to read “A dispute should be submitted within 15 days, and must be...”

9.1 - Customer Eligible for Reciprocal Switching

-Add Pegasus National Inc. at Birmingham AL – BNSF \$200

-Pittsburgh PA – Change POHC price from \$390 to \$500

9.3 - Interchange Error Movements

IANR add - \$475 Per Car

PDRR add - \$250 Per Car

TSRR add - \$100 Per Car

9.4 – Glossary

-Change Agent definition to read “Any third party performing an obligation of a Customer under these Terms and Conditions or a contract with CSXT.”

-Change Force Majeure event definition to read “The following conditions are, or are deemed to be, Force Majeure Events: Act of God; authority of law; labor dispute; weather impediments; fire; explosion; war; Insurrection; threatened or actual act of terrorism; or other like causes beyond one’s reasonable control. Downturns in the economy and changes in market conditions are NOT considered force majeure conditions.”

-Change Reconsignment definition to read “The issuance of a new Shipping Instruction by the Freight Payer that changes the Consignee of a railcar, or a change in the Freight Payer of a Shipment.”