CSXT 8100 Changes- Effective July 1, 2018
Customer Announcement

1.2.5 – Late Delivery of Shipping Instructions (**New Item)

- “Customers have the responsibility to accurately and timely submit Shipping Instructions. If a loaded railcar reaches a CSXT yard without complete Shipping Instructions, a late fee of $500.00 per railcar may be assessed.”

1.2.5 – move to 1.2.6

1.3.3 – Safe Loading of Railcars

- Change language to read, “All railcars must be loaded in a safe and secure manner, in compliance with all laws, and in accordance with Association of American Railroad and CSXT rules and standards. Customers are liable for all damage, including damage to CSXT’s track and equipment, and all costs incurred by CSXT that result from the improper loading of a railcar. Customers are also liable for all damage to Carrier Cars while in their possession. Customers are liable for costs associated with adjustment, transfer, or proper disposal of lading that results from defects or failures of privately owned or shipper supplied railcars.” Currently reads, “All railcars must be loaded in a safe and secure manner, in compliance with all laws, and in accordance with Association of American Railroad and CSXT rules and standards. Customers are liable for all damage, including damage to CSXT’s track and equipment, that results from the improper loading of a railcar. Customers are also liable for all damage to Carrier Cars while in their possession. Customers are liable for costs associated with adjustment, transfer, or proper disposal of lading that results from defects or failures of privately owned or shipper supplied railcars.”

- Change language to read, “A railcar is unsafely loaded if it exceeds the railcar’s physical limits (including by being overloaded), contains lading that is improperly secured, is leaking, or is unbalanced. A railcar is considered overloaded when it exceeds the railcar weight or track weight limits related to the route that the shipment will take. CSXT may take immediate action to secure an unsafely loaded railcar. If a railcar is unsafely loaded, to the extent practicable, the Customer will be notified and given an opportunity to take corrective action.

- If CSXT determines that a railcar is unsafe to move because it is unsafe loaded, we will work with the Customer to facilitate a weight reduction, load transfer or load adjustment. Unsafer loaded railcars may be moved to an isolated track for securement or correction, at Customer expense
- Within 48 hours of receipt of notification that a railcar is unsafely loaded, Customers should provide CSXT with a written plan for the correction of the unsafe situation. If, after 48 hours, no such corrective instructions are received, CSXT shall be deemed to be authorized to take an action to correct the unsafe situation. Customer shall be responsible for the costs of any contractor retained by CSXT to adjust the load, plus a 15% handling fee
- CSXT may apply a charge of $1,000.00 for each unsafely loaded railcar; additional handling fees may also apply
- Unsafer loaded railcars shall be subject to demurrage charges until corrective action is completed
- If an additional railcar is needed to transport part of the unsafely loaded railcars lading, the rate for transporting that extra railcar will be determined as if it were traveling the originally billed route under the same commodity-specific public price or private contract price as the original unsafely loaded railcar”

Currently reads, “A railcar is unsafely loaded if it exceeds the railcar’s physical limits or is unbalanced. If a railcar is unsafely loaded, to the extent practicable, the Customer may be notified and given an opportunity to take corrective action.

- CSXT may apply a charge of $1,000.00 for each unsafely loaded railcar; additional handling fees may also apply
- Unsafer loaded railcars shall be subject to demurrage charges until corrective action is completed
- If an additional railcar is needed to transport part of the unsafely loaded railcars, the rate for transporting that extra railcar will be determined as if it were traveling the originally billed route under the same commodity-specific public price or private contract price as the original unsafely loaded railcar”

1.3.4 – Proper Billing of Hazardous Materials (**New Charge)

- “Customers and Carriers each have responsibilities for ensuring that the billing information for Hazardous Material cargoes is complete and in compliance with applicable laws. Customers are responsible for providing accurate information describing the Hazardous Material prior to tendering the railcar to CSXT. Failure to provide such information poses an unacceptable risk to the
public, and we may charge $2,500.00 for each railcar loaded with Hazardous Materials tendered to CSXT with incomplete or erroneous waybill data.”

1.3.6 – move to 1.3.5
1.3.5 – move to 1.3.6
1.3.6 – move to 1.3.7
1.3.7 – move to 1.3.8
1.3.8 – move to 1.3.9
1.3.9 – move to 1.3.10
1.3.10 – move to 1.3.11
1.3.11 – move to 1.3.12
1.3.12 – move to 1.3.13
1.3.13 – move to 1.3.14
1.3.6 – Cleaning Requirements for Carrier Cars

- Change language to read, “The minimum charge for services of this type is $100.00.” Currently reads, “The minimum charge for services of this type is $600.”

1.3.12 – Cars That Must Be Unloaded from A Specific Side

- Change item name to read, “Cars Must Be Loaded to be Unloaded from Either Side”
- Change language to read, “Lading must be loaded and secured so as to permit unloading from either side of the rail car.” Currently reads, “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.”

1.3.15 – Excessive Private Railcars (***New Item)

- “CSXT may send Private Railcars to the storage facility noted on the relevant OT-5 upon forty-eight (48) hours’ notice, if a Customer does not provide new billing instructions. Any such move shall be subject to empty railcar line-haul and other applicable charges.”

2.1.1 – Calculating Demurrage

- Change language to read, “The company:
  - Allows one day credit to load or unload a Carrier Car; except that no credits are available for Carrier Cars loaded with RSSM”

Currently reads, “The company:
  - Allows one day credit for an empty Carrier Car
  - Allows one day credit for a loaded Carrier Car not carrying Hazardous Materials
  - Allows one day credit for a loaded Carrier Car carrying Hazardous Materials
  - No credit days are available for Carrier Cars carrying RSSM”

Example on Page 10

- Change language to read, “50 – 35 = 15 x $150 = $2,250”

2.1.3 – Additional Charge for Excessive Detention of Carrier Cars

- Change language to read, “CSXT may charge an additional charge of $100.00 per car per day when a specific Carrier Car (identified by car initial and number) is not Released within 10 days. This charge is in addition to the basic demurrage charge established by Section 2.1.1.” Currently reads, “CSXT may charge an additional charge of $100 per car per day when a specific Carrier Car (identified by car initial and number) is not Released within 10 days. This charge is in addition to the basic demurrage charge established by Section 2.1.1 and will apply to only boxcars.”
2.2.1 – Private Car Storage Charges
- Change language to read, “The company:
  - Allows one day credit for a loaded or empty Private Car; except that no credit days are available for Private Cars carrying RSSM”
Currently reads, “The company:
  - Allows one day credit for an empty Private Car
  - Allows one day credit for a loaded Private Car not carrying Hazardous Materials
  - Allows one day credit for a loaded Private Car carrying Hazardous Materials
  - No credit days are available for Private Cars carrying RSSM”

2.3 – Demurrage and Private Car Storage Apply to Cars Held for Other Purposes
- Add bullet - “Railcars held for load transfers waiting for private empty equipment”

2.4 – Open Gate Yard Demurrage and Private Car Storage
- Change item name to “Open Gate Yard Demurrage”
- Change language to read, “Demurrage charges will also apply to railcars, subject to Open Gate delivery, that cannot be delivered due to the Customer’s facility being full, Customer having more railcars arrive than the Customer’s facility can accept, or due to any other Customer reason. The charge for Open Gate Yard Demurrage is $75.00 per railcar per Day. Customers may verify which railcars are subject to Open Gate delivery in ShipCSX.

CSXT calculates and bills Open Gate Yard Demurrage on a weekly basis for activity for two weeks prior. Charges will only apply on scheduled service days. At the close of the billing cycle, the number of cars that were eligible for Open Gate Yard Demurrage are totaled as well as any credits created from Railroad misses that were reported during that week.

Credits are given to a customer when the Railroad reports an exception due to the fault of the Railroad. Each car reported as a Railroad failure will be given one credit. Credits accumulated for a specific day are not eligible to off-set charges for the same day, they will roll to the next day. Credits will continue to carry forward until the available capacity equals the available cars in the yard for placement.

If the car count exceeds the credits, an Open Gate Yard Demurrage bill will be issued at the applicable rate.”

Currently reads, “Demurrage or Private Car Storage charges will also apply to railcars that cannot be delivered to an Open Gate Customer due to the Customer’s facility being full, Customer having more railcars arrive than the Customer’s facility can accept, or due to any other Customer reason.”

4.1 – Customer Switching Charges
- Remove “(Other Than Rail Security-Sensitive Materials)”
- Add Intra-Plant Switch – RSSM (Rail Security-Sensitive Materials) - $500.00 per railcar

5.2.5 – Border Fees
- Change language to read, “In addition to established line-haul rates and accessorial charges, transborder shipments are also subject to various additional shipping charges.

When CSXT is the transborder carrier of record for shipments entering the U.S. from Canada:

- The U.S. Department of Agriculture’s Animal & Plant Health Inspection Services (APHIS) collects a fee of $2.00 (U.S.) on each railcar crossing the border
- The U.S. Department of Homeland Security’s Customs & Border Protection Services collects a fee of $8.47 (U.S.) on each railcar crossing the border

CSXT pays the $10.47 combined fee when it is the transborder carrier of record. CSXT, in turn, charges the shipper of record the $10.47 (U.S.) fees for each loaded railcar entering the U.S. from Canada. The fees appear on the freight bill with the railcar(s) affected.
When CSXT is the transborder carrier of record for shipments crossing the U.S. – Canada border:

- CSXT charges a $25.00 (U.S.) on each railcar for customs paperwork and processing.

The $25.00 (U.S.) will also appear on the freight bill."

Currently reads, “In addition to established line-haul rates and accessorial charges, transborder shipments are also subject to various additional governmental shipping charges. When CSXT is the transborder carrier of record for shipments entering the U.S. from Canada:

- The U.S. Department of Agriculture’s Animal & Plant Health Inspection Services (APHIS) collects a fee of $2.00 (U.S.) on each railcar crossing the border.
- The U.S. Department of Homeland Security’s Customs & Border Protection Service collects a fee of $8.25 (U.S.) on each railcar crossing the border.
- CSXT charges a fee of $25.00 (U.S.) per railcar for customs paperwork and processing.

CSXT pays the $10.25 combined fee when it is the transborder carrier or record. CSXT, in turn, charges the shipper of record the $10.25 (U.S.) fees for each loaded railcar entering the U.S. from Canada. The fees appear on the freight bill with the railcar(s) affected.”

6.2 – Procedures for Disputing Invoices
- Change language to read, “CSXT is committed to resolving disputed invoices fairly and efficiently. A Customer who wishes to dispute a charge must submit their dispute electronically via ShipCSX. In order to be reviewed, a dispute should be submitted within 30 days from the invoice date, and must be....” Currently reads, “CSXT is committed to resolving disputed invoices fairly and efficiently. A Customer who wishes to dispute a charge must submit their dispute electronically via ShipCSX. In order to be processed, a dispute should be submitted within 15 days, and must be....”

6.3 – Overcharge Claims
- Change language to read, “Overcharge Claims must be filed on ShipCSX within one year of original invoice.” Currently reads, “Overcharge Claims must be filed within one year of original invoice.”

7.4 – Mitigation of Damages
- Change language to read, “When CSXT contacts a Customer regarding damage during a derailment, the Customer must respond within 48 hours of such CSXT contact with any specific disposal or salvage instructions. If, after 48 hours, no response has been received, Customer shall be deemed to have waived any claim for damages from CSXT’s failure to follow any special instructions, and CSXT shall be deemed to have authorization to move the product.” Currently reads, “Customers have the responsibility to exercise reasonable and good faith efforts to mitigate their damages. Mitigation may include salvage sale; however, in the event that Customers are unable or unwilling to do so, the damaged freight shall be offered to CSXT for salvage.”

9.1 – Customers Eligible for Reciprocal Switching
- Augusta GA – Change Boral Bricks, Inc. to Meridian Brick LLC
- Cleveland OH – Remove WE-Interchange Partner
- Columbia SC – Remove Precoat Metals
- Danville IL – Remove Honeywell International, Inc.

9.4.1 – Quick List of Charges
- Add Late Delivery of Shipping Instructions - $500.00 per railcar section 1.2.5
- Add Incomplete or Erroneous Billing of Hazmat Materials - $2,500.00 per railcar section 1.3.4
- Change 1.3.4 to 1.3.5
- Change 1.3.5 to 1.3.6
- Change 1.3.6 to 1.3.7
- Change 1.3.7 to 1.3.8
- Change 1.3.13 to 1.3.14
- Change $600.00 per railcar minimum to $100.00 per railcar minimum section 1.3.6
- Change to Open Gate Yard Demurrage section 2.4
- Add Intra-Plant Switching – RSSM - $500.00 per railcar section 4.1
- Change $8.25 (U.S.) to $8.47 (U.S) per railcar section 5.2.5