


# 8100

CSX
TRANSPORTATION

**PUBLICATION**
**CSXT 8100**

Terms and Conditions of
Service & Prices for Accessorial Services



CSX

**Effective: December 1, 2026**

8100

# TABLE OF CONTENTS


| | | |
|---|---|---|
| SECTION 1 | **Introduction** | |
| | Introduction | 3 |
| | Rules (General, Service, Equipment) | 3 |
| SECTION 2 | **Demurrage & Private Car Storage** | 11 |
| SECTION 3 | **Network** | |
| | Sidetracks | 13 |
| | Team Tracks | 14 |
| | No Right to Access CSXT Track | 16 |
| | Construction Near Tracks | 16 |
| SECTION 4 | **Customer Switching** | |
| | Customer Switching | 17 |
| | Switching Orders | 17 |
| | Absorption of Reciprocal Switching and Unabsorbed Reciprocal Switch Charges | 18 |
| | Non-Absorption of Reciprocal Switching | 18 |
| SECTION 5 | **Special Services** | |
| | Special Train Service | 19 |
| | International Shipments | 20 |
| | Turning Cars | 22 |
| | Weighing | 22 |
| | Unit Trains | 23 |
| | Clearance for New TIH Movements | 24 |
| SECTION 6 | **Payment** | |
| | Credit Term, Payment of Charges and Finance Charges | 26 |
| SECTION 7 | **Claims for Damage to, or Delay or Loss of, Freight** | 28 |
| SECTION 8 | **Rail-to-Rail Billing** | |
| | Intermediate Switching Services | 32 |
| | Reciprocal Switching Services | 32 |
| | Interchange Error Movements | 33 |
| SECTION 9 | **Appendices** | |
| | Reciprocal Switching in Canada | 34 |
| | Interchange Error Movements | 35 |
| | Glossary | 38 |
| | Quick List of Charges | 40 |
| | Index | 42 |




SECTION 1

# INTRODUCTION

CSX Transportation provides comprehensive freight transportation solutions with an unyielding focus on safety, reliability, and efficiency. Our extensive rail network reaches nearly two-thirds of the U.S. population, serving large metropolitan areas in 26 states east of the Mississippi River and the District of Columbia, as well as the Canadian provinces of Ontario and Quebec. CSX also links more than 240 short line and regional railroads and more than 70 ocean, river, and lake ports with major population centers and farming towns alike.

# RULES

## GENERAL RULES (1.1)

Thank you for partnering with CSX Transportation, Inc. ("CSXT" or "the company") for your freight and logistics needs. The purpose of this publication is to provide our Customers and their customers with a clear understanding of the rules and fees associated with our network, including charges for switches, demurrage, weighing, and private railcar storage fees.

The Terms and Conditions of Service published here apply to all transportation services provided by CSXT and all railcars while on our network and the tracks of Conrail while under a CSXT waybill. If your shipment involves interline service, the rules, terms, and conditions of service published by each other participating Carrier apply once your shipment enters its network.

These Terms and Conditions supersede and replace the former Tariff 8100 and its predecessors. Specific terms and conditions for line-haul transportation, including rates, are published in commodity-specific price lists, price quotes, and contracts. In the event of any conflict between the terms found here and any other CSXT publication or contract, the terms of the other CSXT publication or contract takes precedence.

By arranging for services with CSXT, a Customer, or any third party acting under the direction or on behalf of a Customer, authorizes and accepts all the rules, requirements and applicable charges contained within this publication. In addition, any action taken by a Customer, or any other Carrier, that:

- Initiates,
- Accepts delivery of, or
- Affects a movement or supplemental service in CSXT's network

...also constitutes acceptance by that Customer or Carrier of all rules, requirements and applicable charges established here. Services expressly described herein are the only common carrier services offered by CSXT.

### Applicability and Interpretation (1.1.1)

Unless explicitly stated otherwise in an existing publication or contract, all references made to a former Tariff CSXT-8100 or its predecessors now refer to the specifics established here.

In these Terms and Conditions:

- References to Section numbers in these Terms and Conditions refer to the content they denote (Specific item numbers that may have been updated or changed are referenced for your convenience in a corollary document on CSX.com)
- Capitalized terms not otherwise defined within these Terms and Conditions are defined in the Glossary appearing in Section 9.4

# RULES

- Anywhere it states that CSXT "may" act, the use of "may" means the action is at CSXT's discretion

In the event that any term, condition, or requirement of these Terms and Conditions is found to be void or unenforceable, such findings shall not be construed to render any other term, condition, or requirement of these Terms and Conditions either void or unenforceable, and all other terms, conditions, and requirements shall remain in full force and effect.

### Station Lists and Conditions (1.1.2)

These Terms and Conditions incorporate the Station condition requirements set forth in Tariff OPSL 6000-Series. These include requirements for:

- Addition and abandonment of Stations
- Changes in Station names
- Restrictions on the acceptance or delivery of freight
- Changes in Station facilities

If a Station is abandoned, the rates to and from that Station are inapplicable on and after that date.

### Inclusion of Tariffs, Items, Notes, Rules, etc. (1.1.3)

These Terms and Conditions incorporate the non-conflicting provisions of the Uniform Straight Bill of Lading, as well as CSXT's other rules, all applicable statutes, regulations, AAR and other industry standards, requirements, and procedures that would apply without being specifically listed.

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

### Force Majeure (1.1.4)

CSXT and Customers are excused from their obligations under these Terms and Conditions to the extent prevented or delayed by a Force Majeure Event. The party claiming force majeure must notify all parties as soon as practical upon the beginning and ending of the force majeure condition.

Force Majeure Events include Acts of God, authority of law, labor disputes, pandemic or other public health emergency, weather impediments, fire, explosion, war, insurrection, threatened or actual acts 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.

### Electronic Information Sharing and Notices (1.1.5)

CSXT maintains an online system, ShipCSX, to help Customers plan, ship, trace, and pay for their Shipments. CSXT also provides notices relating to railcar arrival and placement through ShipCSX. Customers needing access to ShipCSX can contact our Customer Solutions team at 1-877-SHIPCSX (1-877-744-7279). Customers must maintain accurate e-mail addresses on file with CSXT to permit the delivery of electronic notices.

- "In writing" notifications can include e-mail or other electronic communications. CSXT may make use of Customer online systems to facilitate the provision of services to customers. Customers agree that any click-through agreements required to access such systems shall not be applied to CSXT or any shipments tendered to CSXT.

### Charges in U.S. Dollars (1.1.6)

All charges are in U.S. Dollars, except when expressly listed in Canadian Dollars. Any service without a specific Canadian price and listed in this Publication will be provided in Canada, at the rates set in U.S. dollars, then adjusted for the exchange rate and Canadian taxes prior to billing.

### Charges are Cumulative (1.1.7)

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

### Agents (1.1.8)

CSXT may rely on the actions and representations of a Customer's Agents.

### Terms of Contract Carriage (1.1.9)

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"

### Rebilling of Charges (1.1.10)

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

## SERVICE RULES (1.2)

### Shipping Instructions (1.2.1)

CSXT accepts Shipping Instructions and accessorial service requests delivered through ShipCSX.com or via previously agreed-upon means of Electronic Data Interchange.

The following services are not available:

- Railcars tendered as Held for Inspection, Order, or Order Notify
- Railcars consigned in any manner that requires CSXT to hold a railcar and not make delivery until a proper release order, or security (in accordance with Uniform Freight Classification, Rule 7) for the goods, is provided

### Line-Haul Transportation Service (1.2.2)

CSXT defines line-haul transportation as the movement of one or more railcars from station to station; the pulling of the railcar(s) from the origin and placement of the railcar(s) at the destination; and includes the movement of an empty Private Car back to its origin or another specified destination if such return movement occurs within six months of the most recent outbound, loaded move. CSXT establishes each location's service schedule.

- Private Cars are automatically reverse routed to their last point of origin or interchange.

Exceptions not covered by auto reverse route which require shipping instructions to be sent to CSXT:

- Destination of the empty car is other than the origin of the load
- Billing date of inbound loads that exceed 120 days for private equipment or 30 days for railroad equipment are no longer available to auto reverse route
- If loaded shipment is rejected by consignee
- Changes in routing of empty railcar movements are Diversions
- Railcars with more than 1,000 pounds of lading, and certain international moves, are not considered empty, and may require a separate Shipping Instruction

All line-haul transportation service is provided with reasonable dispatch pursuant to carrier-determined routes.

### Updates of Universal Machine Language Equipment Register ("UMLER") (1.2.3)

When a Customer tenders a railcar they own or lease to CSXT, the Customer must:

- Update the UMLER to reflect the Customer's interest in the railcar; or
- Provide real-time access to its system for identifying their railcars to CSXT

### Diversion, and Other Changes to Shipping Instructions (1.2.4)

In a fluid marketplace, we understand that plans may change and Customers may need to request a Diversion or other changes in their Shipping Instructions. CSXT may charge $275 per railcar, or $2,750 for blocks of 10 or more railcars, for a Reconsignment or a customer requested change CSXT makes to each affected Shipping Instruction that does not affect the movement of the Shipment. In order to protect the efficiency of our network, CSXT will assess a fee of $275 per railcar diverted or involved in the change of instruction for each Shipping instruction, or $2,750 for blocks of 10 or more railcars on a single Shipping instruction.

- Each Diversion request or other requests for changes in a Shipping Instruction will only be accepted from the Freight Payer or its Agent, and




- The Freight Payer is responsible for any and all additional line-haul and other charges resulting from the Diversion. Diversion results in (a) increases in handlings by CSXT, or (b) the Shipment traveling farther than indicated by the original Shipping Instructions indicated.

A customer's initial instructions for the routing of a railcar after its then-current load has been unloaded is not a Diversion. Any subsequent changes to that empty routing is a Diversion.

In order to serve you with the best possible transportation solution, we will exercise commercially reasonable efforts to execute a Diversion request while the railcar is in our possession. However:

- We reserve the right to refuse a request for Diversion
- We cannot accept Diversion requests when the affected railcar(s) have reached an interchange with another railroad or a serving yard

Diversion orders should be:

- Submitted through ShipCSX
- Emailed to CSRDiversions@csx.com

### Other Changes to Shipping Instructions (1.2.5)

We understand that errors may occur in the creation of waybills and Customers may need to request that we correct those errors in their Shipping Instructions. CSXT may charge $300 per railcar, or $3,000 for blocks of 10 or more railcars, for making a customer requested change to each affected Shipping Instruction. These changes include corrections of weights and any other changes to shipping instructions.

### Late Delivery of Shipping Instructions (1.2.6)

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 $650 per railcar may be assessed.

### Safe Transportation Of Food (1.2.7)

Customers have the responsibility to ensure compliance with the obligations, if any, imposed by the Sanitary Food Transportation Act and its implementing regulations, including all the requirements of 15 C.F.R. Subpart O, §§1.900-1.934.




## EQUIPMENT RULES (1.3)

In order to provide customers with quality rail service, a railroad must be able to provide customers with railcars promptly and in operational condition. We appreciate your efforts to help us manage and protect our fleet by reserving the number of Carrier Cars you actually need and by returning Carrier Cars in the same clean, functional condition you expect to receive them.

# RULES

### Car Ordering Rules (1.3.1)

Railcars can be ordered only for days a Customer is served by CSXT. Customers should not order more railcars than their facility can accept. To facilitate Customer railcar order planning, CSXT indicates each plant's railcar capacity in the Inventory Management module in ShipCSX.

- Railcar orders can be submitted up to five weeks in advance of the specified order date, and will expire five calendar days after the order date, if not filled
- Customers must renew orders if expired and railcars are still needed for loading
- To increase or decrease a railcar order less than fourteen days before the order date, the Customer must submit a change request via the Carrier Car Order screen on ShipCSX. Decreases in ordered railcars may be subject to charges set out in section 1.3.2
- CSXT will use commercially reasonable efforts to fulfill a changed railcar order
- No changes to a railcar order can be implemented on the order date or processed for the following day

### Empty Carrier Cars Ordered and Not Used (1.3.2)

For each Railcar ordered for loading that is cancelled less than seven calendar days prior or up to three calendar days after the order delivery date, Customer shall be subject to a charge of $375 per car.

#### A. Railcars Placed and Not Used

Railcars refused placement without cause, or notification of availability for placement, will be considered cancelled. When an empty railcar has been placed for loading and is subsequently Released to CSXT without cause or being used in revenue service, the service of placing and pulling the empty railcar will be subject to a charge of $375 per railcar. A Railcar cancelled after placement in industry will also be subject to demurrage.

### Safe Loading of Railcars (1.3.3)

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 and/or car owners are liable for costs associated with adjustment, transfer, or proper disposal of lading that results from railcar defects.

If you have any questions about loading railcars, please contact CSXT's Load Engineering and Design team at:

- 1-800-432-1032; or
- LEADS@csx.com

For loading hazardous materials or loading tank cars, please contact our HazMat team at FRAHMReports@csx.com.

A railcar is unsafely loaded if it is not in compliance with the AAR rules as stated and/or it contains lading that is improperly secured, is leaking, or is unbalanced or if it exceeds the physical limits of the railcar (including being overloaded by weight or by volume). A railcar with liquids (including liquefied gasses) is unbalanced if it is not properly emptied or completely filled with the proper outage in the vapor space. Partial loads are not permitted. 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 unsafely loaded, we will work with the Customer to facilitate a weight reduction, load transfer or load adjustment. Unsafely 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 fee of $5,000 for the first offense, $10,000 for the second offense, and $15,000 for each subsequent occurrence involving unsafely loaded railcars.
- Unsafely 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 railcar's 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.

### Inspections or Adjustments (1.3.4)

If CSXT is requested to do an inspection, or to make any mechanical adjustments (including, without limitation, tightening bolts, closing gates/doors/hatches, etc.), CSXT may apply a charge of a minimum of $2,750 for each railcar inspected or adjusted.

### Proper Billing of Hazardous Materials (1.3.5)

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 Materials prior to tendering the railcar to CSXT. Failure to provide such information poses an unacceptable risk to the public, and we may charge $3,000 for each (i) railcar loaded with a Hazardous Material, or (ii) empty railcar that may contain Hazardous Material residue which tendered to CSXT with incomplete or erroneous waybill data, or without all information required by any governmental agency for the safe transportation of Hazardous Materials.

### Return Empty Hazmat Cars to Origin (Hazardous Auto-Reverse Program) (1.3.6)

Hazardous material cars, whether full or empty, cannot be moved without shipping instructions.

The Hazardous Auto-Reverse (HAR) Program automatically generates shipping instructions for empty hazmat cars that are returning to their origin, when you submit an empty pull/release request via ShipCSX, EDI, or API. CSX Transportation customers are automatically enrolled in this program. HAR generates empty-return shipping instructions, hazardous residue waybills, based on the previous loaded waybill information for moving the car. You can receive an electronic copy of the 49 CFR compliant waybill via ShipCSX Trace tools. This waybill must be retained at your facility location for the period of time designated in the current 49 CFR.

You must review the waybill for inaccurate or incomplete information. If there are discrepancies, please notify CSX by creating a ShipCSX Shipment Problem Resolution case. If you are not able to obtain a copy of the HAR empty waybill in ShipCSX within two hours of release, please submit shipping instructions via EDI or ShipCSX as soon as possible.

EXCEPTIONS NOT COVERED BY HAR PROGRAM which require shipping instructions to be sent to CSXT:

- Destination of the empty car is other than the origin of the load
- Car has been cleaned and purged of hazardous material
- Billing date of inbound loads that exceed 180 days for private equipment or 30 days for railroad equipment are no longer available to create HAR billing
- If loaded shipment is rejected by consignee

For assistance, call Customer Service at 1-877-ShipCSX (1-877-744-7279), options 2-1-5.

### Releases of Non-Hazardous Materials (NAR) (1.3.7)

A non-accident release occurs when there is a release of a non-hazardous material while being transported, such as spilling over sides or the unintentional opening of doors and/or hatches that were not properly secured from origin, while in railroad possession that is not caused by a derailment, collision or other rail related accident.

When a non-accident release of a non-hazardous product occurs, CSXT acts promptly to address the situation and may incur environmental or other clean-up costs, including from service disruptions and crew/locomotive expenses from moving affected Railcars to a secure location. CSXT may charge a railroad owner, consignor, or freight payor for any and all costs incurred during the response, clean-up, remediation, and switching or repositioning of Railcars resulting from a non-accident release. The minimum charge for responding to a non-accident release, including the switching or repositioning of cars involved in a non-accident release, is currently $2,675/railcar per event. Please refer to Publication 4049 for Hazardous Non-accident release (NAR) and the charge of $5,200.

### Safe Return of Empty Railcars (1.3.8)
All railcars must be returned in a safe and secure manner, in compliance with all laws, and in accordance with Association of American Railroad and CSXT rules and standards, including the closing of all doors and hatches, and the securement of all cables and other dunnage. Customers are liable for all damage, including damage to CSXT's track and equipment, that results from failing to safely return an empty railcar. Customers are also liable for costs associated with adjustment, or securing of cables and dunnage in empty railcars they release to CSXT.

### Cleaning Requirements for Carrier Cars (1.3.9)
With the exception of railroad-owned securement devices, each Carrier Car must be completely unloaded, clean and have all doors and hatch covers properly closed and secured prior to being released as "empty."

Customers are responsible for all charges arising from the Release of a Carrier Car that is not empty and clean, including charges for cleaning the Carrier Car and getting the Carrier Car to the nearest clean-out facility. The minimum charge for services of this type is $360.

### Furnishing Carrier Railcars That Subsequently Move on Another Carrier (1.3.10)
CSXT furnishes Carrier Cars with the expectation that Customers will use them to load and Tender Shipments that include CSXT in the line-haul. When a Customer requests a Carrier Car that CSXT provides, and that Customer tenders to another carrier, CSXT may charge, and the Customer agrees to pay, a fee of $2,800 per Carrier Car for adverse loading.

### Furnishing Carrier Cars for Switch Movements (1.3.11)
CSXT does not furnish Carrier Cars for use solely in intra-plant, or intra-district switching.

### Limitations on Reloading Carrier Cars (1.3.12)
Carrier Cars may not be reloaded without the prior permission of CSXT.

### Treatment of Articulated Cars (1.3.13)
For counting purposes, articulated railcars are considered the number of railcars equal to the number of separate segments that have been joined together.

### Non-CSXT Served Customer Car Orders (1.3.14)
All requests for railcars should be submitted to the Carrier that delivers railcars to the ordering facility in accordance with AAR Rule 15.

### Cars Must Be Loaded to be Unloaded from Either Side (1.3.15)
Lading must be loaded and secured so as to permit unloading from either side of the railcar.

### Excessive Private Railcars (1.3.16)
CSXT may send Private Railcars to the storage facility in accordance with AAR Circular OT-57. Any such move shall be subject to empty railcar line-haul and other applicable charges. Refer to Circular OT-57 for additional information regarding the application process and other relevant requirements.

## RELATIONSHIP WITH OTHER RAIL CARRIERS (1.4)

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.

SECTION 2

# DEMURRAGE AND PRIVATE CAR STORAGE

Demurrage and Private Car Storage fees help railroads maintain efficient networks by encouraging the timely loading, unloading and release of railcars.

Demurrage is applied to Carrier Cars that are held for Customer instructions, including those waiting to be loaded or unloaded while at origin or destination. Private Car Storage fees are applied to Private Cars waiting on a railroad's tracks; usually for loading, unloading, or Shipment Instructions. Together, they help prevent railcars that you may need from sitting idly and ensure that our network doesn't become clogged with unused railcars.

## DEMURRAGE (2.1)

### Calculating Demurrage (2.1.1)

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, heavy duty flat cars, RSSMs, or other Hazardous Material railcars. 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.

If CSXT cannot place or pull a railcar due to Customer's failure to facilitate CSXT's access to the railcar, the railcar continues to accrue debits.

At the end of each month, credited days and debited days are totaled for each Carrier Car Released at a particular Customer location:

- If total credit days exceed total debit days, no Demurrage accrues
- If total debit days exceed total credit days, Demurrage accrues
- Excess debit days, multiplied by the applicable rate, determine the Demurrage amount billed to the Customer
- Carrier Cars are tracked, calculated, and billed in separate accounts based on whether they are loaded, empty, inbound, or outbound; credits in one account cannot be used to offset debits in the other
- Excess Demurrage credits do not carry over to the next month

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.

### Reloading and Demurrage (2.1.2)

There are times when a Customer may appropriate a railcar for reloading. When this happens, the Demurrage cycle stops on the unloading account (2 credit days) and begins on the loading account (1 credit day). This ensures that you will be credited with the proper amount of time to accomplish the task.

- Railcars that have been emptied and are to be reloaded at the same location must be "appropriated" in ShipCSX prior to reloading to receive all available Demurrage credits
- Assistance regarding reloading is available by calling 1-877-SHIPCSX (1-877-744-7279).

## EXAMPLE

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.

| 50 | - | 35 | = | 15 | X | $208 | = | $3,120 |
|---|---|---|---|---|---|---|---|---|
| Debit Days | | Credit Days | | Excess Debit Days | | Daily demurrage rate | | Monthly demurrage bill |

### Additional Charge for Excessive Detention of Carrier Cars (2.1.3)

CSXT may charge an additional charge of $130 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.

## PRIVATE CAR STORAGE (2.2)

### Private Car Storage Charges (2.2.1)

Like Demurrage, CSXT calculates and bills for Private Car Storage on a monthly basis using a credit/debit system. 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.

Private Car Storage charges are calculated like Demurrage. At the end of each month, credit days and debit days are totaled for each Private Car located on CSXT tracks pending access to a particular Customer facility:

- If total storage credit days exceed total debit days, no charges accrue
- If total storage debit days exceed total credit days, Private Car Storage charges apply
- Excess debit days, multiplied by the applicable rate, determine the Private Car Storage amount billed to the Customer
- Excess storage credits do not carry over to the next month
- Empty and loaded private railcars are tracked and billed in separate accounts; credits in one account cannot be used to offset debits in the other

Debit days start at 00:01 the next scheduled service day after CSXT notifies the Customer of Constructive Placement of the Private railcar and stops when the customer orders the railcar for Actual Placement.

### Additional Charge for Excessive Detention Yard for Private Cars (2.2.2)

CSXT may charge an additional charge of $50 per car per day when a specific Private Car (identified by car initial and number) remains static on CSXT tracks awaiting customer instructions for longer than 10 days. This charge is in addition to the basic demurrage charge set out in Section 2.5.

## DEMURRAGE AND PRIVATE CAR STORAGE APPLY TO CARS HELD FOR OTHER PURPOSES (2.3)

Demurrage or Private Car Storage charges may also apply to railcars held due to other conditions caused by a Customer, including:

- Empty Railcars placed in industry and released empty
- Railcars tendered to a Consignee and ultimately refused by the Consignee
- Railcars held due to being overloaded
- Railcars held while awaiting any change to the Shipping Instructions
- Railcars held short of destination due to Customer's inability to accept delivery
- Railcars held for load transfers waiting for private empty equipment

These Demurrage and Private Car storage fees are calculated without credit days. The number of debit days is multiplied by the applicable rate to determine the amount payable to CSXT by the Customer.

### Holding Heavy Duty Flat Car Detention Charges (2.3.1)

CSXT may charge up to $520 per car per day when heavy duty flat cars are held short of destination due to Customer request or a Customer's inability to receive the car.

# DEMURRAGE AND PRIVATE CAR STORAGE

## OPEN GATE YARD DEMURRAGE (2.4)

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 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.

## DEMURRAGE and PRIVATE CAR STORAGE RATES (2.5)

| DEMURRAGE CREDIT (FREE) DAYS | RATE PER DAY | REFRIGERATED CAR and HEAVY DUTY FLAT CAR RATE PER DAY |
|---|---|---|
| 1-DAY CREDIT FOR LOADING | $220 per railcar | $365 per railcar |
| 1-DAY CREDIT FOR UNLOADING | $220 per railcar | $365 per railcar |
| 0-DAY CREDIT FOR OVERLOADS | $220 per railcar | $365 per railcar |
| 0-DAY CREDIT FOR RAILCARS HELD FOR OTHER PURPOSES | $220 per railcar | $365 per railcar |

| PRIVATE CAR STORAGE CREDIT (FREE) DAYS | RATE PER DAY |
|---|---|
| 1-DAY CREDIT FOR EMPTY RAILCARS | $120 per railcar |
| 1-DAY CREDIT FOR LOADED RAILCARS | $120 per railcar |
| 0-DAY CREDIT FOR OVERLOADS | $120 per railcar |
| 0-DAY CREDIT FOR RAILCARS HELD FOR OTHER PURPOSES | $120 per railcar |

| PRIVATE CAR STORAGE CREDIT (FREE) DAYS | HAZMAT CARS RATE PER DAY | RSSM CARS RATE PER DAY |
|---|---|---|
| 0-DAY CREDIT FOR LOADED RAILCARS | | $2,100 per railcar |
| 1-DAY CREDIT FOR LOADED RAILCARS | $315 per railcar | |
| 1-DAY CREDIT FOR EMPTY RAILCARS | $120 per railcar | $120 per railcar |

| DEMURRAGE CREDIT (FREE) DAYS | HAZMAT CARS RATE PER DAY | RSSM CARS RATE PER DAY |
|---|---|---|
| 0-DAY CREDIT FOR LOADED RAILCARS | | $2,100 per railcar |
| 1-DAY CREDIT FOR LOADED RAILCARS | $315 per railcar | |
| 1-DAY CREDIT FOR EMPTY RAILCARS | $220 per railcar | $220 per railcar |

| OPEN GATE YARD DEMURRAGE/PRIVATE CAR STORAGE | RATE PER DAY |
|---|---|
| 0-DAY CREDIT FOR RAILCARS | $85 per railcar |

SECTION 3

# NETWORK

The 20,000 miles of track that form the CSXT network connect with tracks owned and operated by other railroads, with Sidetracks (privately owned tracks that connect to Customer facilities), and Team Tracks (tracks we make available to multiple Customers on a limited basis). In order to ensure the utmost in efficiency and hassle-free transition between these different tracks, CSX observes the following policies and requirements.

## SIDETRACKS (3.1)

Most Customer facilities are accessed via Sidetracks. At CSXT, we expect to operate with a private sidetrack agreement that establishes the responsibilities and processes necessary for our use of those tracks, including important issues related to local safety, and operations. In the absence of a private sidetrack agreement, CSXT assumes that you are inviting us onto your property when we provide you service, and the following terms and conditions govern the use of the Sidetracks. CSXT reserves the right, however, to decline service on a Sidetrack in the absence of a private sidetrack agreement if you deny the applicability of these terms to our use of that Sidetrack.

If you have any questions regarding the design and construction of new Sidetracks, please access our Industrial Development website at: http://www.csx.com/index.cfm/customers/industrial-development/

### Access Right (3.1.1)

When a Customer orders or accepts a Shipment from CSXT, they are representing that they own or have the right to grant CSXT access to the Sidetracks and property leading to and within the Customer facility. This allows CSXT to proceed unimpeded over the Sidetracks.

- CSXT will use the Sidetracks to deliver any railcar directed to the Customer's facility by a valid Shipping Instruction (CSXT is not liable for any costs or losses arising solely from the fact of such delivery)
- CSXT may access and temporarily occupy Customer's Sidetracks when useful in the course of providing local service in the Customer's vicinity
- In the event we deliver a railcar NOT ordered or expected by the Customer, we will use commercially reasonable efforts to promptly remove the railcar

### Maintenance (3.1.2)

Customers must, at their own expense, inspect, maintain, and renew Sidetracks consistent with normal operations, and in accordance with:

- The Federal Railroad Administration's Track Safety Standards (49 C.F.R. Part 213)
- Railroad Worker Safety Regulations (49 C.F.R. Part 214)

The Customer must inform CSXT's local representatives of the dates and amount of time that the Sidetracks will be out of service, whether for maintenance or other reasons.

# NETWORK

In addition, Customers must keep Sidetracks free from:

- Debris and weeds
- Potholes and excavations
- Ice and snow
- Temporary or permanent structures and poles
- Other obstructions (i.e., parked vehicles)

CSXT has the right, but not the duty, to inspect Sidetracks.

CSXT will not operate over any Sidetracks that we determine are unsafe.

### Close Clearances (3.1.3)

A customer shall not maintain Close Clearances in the area of Sidetracks unless:

- The customer obtains a waiver from any conflicting Governmental Requirements, and
- CSXT approves such Close Clearance in writing

Customers must install, maintain and replace at their expense any warning signs or lighting, or make other adjustments regarding Close Clearances as may be necessary, useful, or required by any Governmental Requirements or CSXT.

### Construction (3.1.4)

If a Customer seeks to construct new or additional, or alter existing, Sidetracks without interruption in CSXT service:

- All construction must be done in accordance with the provisions of CSXT's current Standard Guidelines and Specifications for the Design and Construction of Private Sidetracks, and
- Customers must supply CSXT with construction plans for any addition, deletion, or modification to the Sidetracks, and obtain CSXT's written confirmation that CSXT has no objections to the proposed changes prior to making any material alterations to the Sidetrack

To facilitate safe operations and avoid interruptions of service, Customers should notify CSXT not less than 30 days prior to constructing or allowing the construction of any new tracks, public or private road, gate, tunnel, bridge, culvert, pit, gas-line, pipe, or other items on, over, under or along any part of the Sidetrack or right-of-way

### Emergency Access Right (3.1.5)

CSXT may use Sidetracks for emergency operating purposes as long as the emergency operations do not materially affect the use of the Sidetracks for rail service to the Customer.

### Control over Railcars (3.1.6)

CSXT surrenders possession and control of each railcar, and its contents, consigned to or ordered by the Customer when:

- A railcar has been placed on a Sidetrack, and CSXT's locomotive uncouples from the railcar, or
- CSXT's crew departs from the locomotive if the locomotive is being left with the Customer

CSXT assumes possession and control of a railcar and its contents when:

- CSXT's locomotive is coupled to the railcar, or
- When the locomotive has been left with the Customer, CSXT's crew is onboard the locomotive and has actual control over the train by initiating departure from the Private Track

Customer indemnifies CSXT against any damages that result from failing to secure railcars in their possession.

### Dispatch (3.1.7)

Dispatching traffic on portions of a Sidetrack used by CSXT to provide service to Customers must be coordinated by the field personnel of CSXT and the Customer.

### Hazardous Materials (3.1.8)

Hazardous Materials shall not be placed by anyone:

- On or within the twenty-five feet of Sidetracks, or
- On Customer property within 100 feet of CSXT's connecting mainline track

This does NOT apply to:

- Shipments consigned to, or ordered by, a Customer accessible by such Sidetrack, or
- Existing pipelines for the transportation of Hazardous Materials

### Continuation Charge (3.1.9)

If the CSXT traffic on a Sidetrack is insufficient to justify continuing access to the CSXT network, CSXT may offer to keep its access switch in place in exchange for an annual continuation charge.

0 Annual Carloads - $25,000
1-12 Annual Carloads - $16,000

## TEAM TRACKS (3.2)

CSXT generally permits Customers limited access to Team Tracks for the purpose of loading and unloading railcars.

### Rules of Access to Team Tracks (3.2.1)

Safety has no exceptions: every Customer and its employees, Agents and subcontractors must comply with applicable laws, regulations, safety rules, and CSXT requirements while using a CSXT Team Track facility. In addition:

- Customers may not store materials or equipment on CSXT's property
- Permission to access the Team Track terminates immediately upon completion of loading or unloading
- Customers shall comply with all CSXT rules and policies relating to the Team Track and the instructions of CSXT's authorized personnel
- Upon completion of loading or unloading of a railcar, Customers shall leave CSXT's property in a safe and clean condition,removing all materials they brought onto CSXT's property or removed from the railcar
- A Customer must immediately vacate CSXT property if so instructed by CSXT personnel
- Crossings of CSXT tracks by trucks or other equipment shall be made solely at public crossings unless prior alternate arrangements have been made with CSXT's Division Engineer

We will deny access to a Team Track if, in our discretion, we determine that the Customer's use of the Team Track is negatively affecting the safety of Team Track, other Customers, or our other operations.

### Prohibited Materials (3.2.2)

Due to safety concerns, the following materials shall not be placed by anyone on Team Tracks or CSXT property while accessing Team Tracks:

- Hazardous Materials
- Bulk liquids of any kind

### Liability at Team Tracks (3.2.3)

A Customer assumes all risks, and agrees to defend, indemnify, and save harmless CSXT and its employees from and against, all losses, costs, expenses, claims, suits, and judgments, including reasonable investigation and attorney's fees, suffered or incurred in connection with:

- Injury or death of ANY person(s), including but not limited to the agents, employees, and permitees of CSXT and Customer,
- Loss of or damage to ANY property, including but not limited to property owned or in the care, custody, or control of CSXT or Customer, and
- Environmental damage arising from the use by a Customer, its employees, agents or contractors, of a CSXT Team Track or any associated facilities, except to the extent such injury, death, loss or damage is caused by the sole negligence, or by the gross negligence or willful misconduct, of CSXT or its employees.
- The foregoing obligations on the part of the Customer apply regardless of the cause of such injury, death, loss, or damage, or of any joint or concurring ordinary negligence on the part of CSXT or its employees.

# NETWORK

## NO RIGHT TO ACCESS CSXT TRACK (3.3)

Protecting our network is essential to maintaining our employees' safety and CSXT's service operations. No one else, including a Customer, is allowed to enter, perform any switching, or otherwise operate on any tracks owned by CSXT. If a Customer accesses CSXT track, Customer assumes all risk of loss and indemnifies CSXT against all damage, cost, liability, judgment, and expense, including attorney's fees, in connection with any personal injury to or death of any persons or loss of/damage to any property, whether employees or property of either Customer, CSXT, or third persons, sustained, incurred, arising, or growing out of operations by Customer or its Agents upon CSXT tracks.

## CONSTRUCTION NEAR TRACKS (3.4)

We have learned that a vast majority of commercial general liability insurance policies exclude any location within fifty (50) feet of a railroad track. As such, many of our customers and neighbors need to exercise caution when considering any construction activities in the vicinity of our track, or any railroad tracks. The exclusion arises because of the unusual risks of construction activity in the vicinity or railroad tracks.

### Flagging and Protective Services (3.4.1)

CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever anyone is, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

Anyone performing construction within fifty (50) feet of CSXT's tracks shall reimburse CSXT directly for all costs of flagging that is required on account of construction. Anyone planning such construction activity shall give a minimum of 30 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90 days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

CSXT shall have the right to assign an individual to any construction site within fifty (50) feet of CSXT's tracks to perform inspection service whenever, in the opinion of CSXT, such inspection may be necessary. CSXT may charge, and any Customer shall pay, the costs incurred by CSXT for such inspection service. Inspection service shall not relieve anyone from liability for its own construction.

CSXT shall render invoices for, and Customers shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Customer using the new rates. Customers shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

### Insurance Offer (3.4.2)

At CSXT's option, Customers and others who own land in the vicinity of CSXT's rights of way, may pay CSXT, at CSXT's current rate at time of request, the cost of adding any surveying, construction or demolition activities, to CSXT's blanket Railroad Protective Liability (RPL) Policy for the period of actual surveying, construction or demolition activities. This coverage is offered at CSXT's discretion and may not be available under all circumstances.

SECTION 4

# CUSTOMER SWITCHING

Once CSXT delivers a railcar, pursuant to a line-haul move, to a designated origin, destination, or any other agreed upon point for loading or unloading, any subsequent switching movements may be subject to switching charges. Customers can minimize or reduce their charges for additional switching by planning and loading railcars in a manner that minimizes the need for switching railcars. CSXT's charges for additional switching are listed below.

## CUSTOMER SWITCHING CHARGES (4.1)

| | |
|---|---|
| Intra-Plant Switch | $215 per railcar |
| Intra-District Switch | $625 per railcar |
| Locomotive Switch | $600 per locomotive |
| Extra or Special Switch | $5,200 per occurrence per crew shift (in addition to the above charges) |
| Intra-Plant Switch RSSM (Rail Security-Sensitive Materials) | $625 per railcar |
| Swtg Intra-Terminal-Lease Track | $625 per railcar |

- Rail Security-Sensitive Materials, as defined by 49 C.F.R. §1580.100(b), may not be tendered for Intra-District Switching, but can only move in line-haul service
- The foregoing charges cannot be used for Reciprocal Switching

## SWITCHING ORDERS (4.2)

CSXT will accept Customer switching requests by any of the following electronic or phone methods:

- ShipCSX.com
- Electronic Data Interchange (EDI)
- ShipCSX Mobile

Requests for extra or special switching should be submitted to the CSXT Customer Solutions Department through our ShipCSX Problem Resolution tool.

CSXT reserves the right to decline to perform additional switching within a Customer's facility.

# CUSTOMER SWITCHING

## ABSORPTION OF RECIPROCAL SWITCHING AND UNABSORBED RECIPROCAL SWITCH CHARGES (4.3)

CSXT pays the Reciprocal Switching charges assessed by other Carriers when they originate or terminate traffic at facilities not otherwise accessible by CSXT.

- Any portion of the Reciprocal Switching charge that is included in CSXT's line-haul rate is the 'absorbed' portion of the switch charge
- CSXT will absorb Reciprocal Switch charges, unless otherwise provided in a line-haul pricing document, contract, or in subsection 4.4 below
- The difference between the other Carrier's Reciprocal Switch charge and the amount absorbed by CSXT constitutes the Unabsorbed Reciprocal Switch Charge, which will be invoiced to a Customer separately

## NON-ABSORPTION OF RECIPROCAL SWITCHING (4.4)

CSXT will not absorb a Reciprocal Switch when:

- CSXT serves both the origin and destination
- CSXT serves either the origin or destination, and the opposite end of the movement is on a short line that only connects, directly or indirectly to CSXT (other than the switch charge of the originating or terminating short line)
- The origin or destination station is on any of the following short line railroads:
    - South Central Florida Express
    - Georgia Central Railway (except for the Savannah, McRae, Helena, Rhine, East Dublin, Dublin and Macon, GA stations)
    - Georgia and Florida Railnet Inc. (except for the Camilla, Albany, Chapco, or Dosaga, GA stations)
    - ARTR - A&R Transport

SECTION 5

# SPECIAL SERVICES

## SPECIAL TRAIN SERVICE (5.1)

With a fleet that includes everything from boxcars and covered hoppers to flatcars, and more, CSXT can carry almost every type of raw material and finished product imaginable. We also provide specialized rail service for freight that may be challenging or impossible to move with other modes of transportation. This type of freight may include materials that are extraordinarily heavy, large, or feature a high center of gravity.

### Requesting Special Train Service (5.1.1)

The planning required to transport specialized goods can be significant and it can take a fair amount of time to both develop the appropriate route and plan and obtain any necessary approvals. Customers needing special service must submit a Special Train Service Authorization Form to us in order to begin that process. Given the specialized nature of the requested service, and of what may be required to provide it, please give us as much notice and information as possible in making the request for special train service.

CSXT works hard to find a route for your specialized goods. If you decide not to tender a load for movement as a Special Train after submitting a Special Train Service Authorization Form, CSXT may bill you $12,500 for that effort. If you cancel a Special Train less than forty eight (48) hours before your Special Train is scheduled to depart CSXT's origin yard, CSXT may bill you $30,000 for the costs of arranging for your Special Train.

If a Special Train Service route extends beyond the CSXT network, it is the Customer's responsibility to contact and determine the requirements, limitations, and fees of the other Carrier(s), and to secure permission for access to the other Carrier's network.

If you believe your freight requires Special Train Service, please contact your CSXT Sales Manager or the CSXT Customer Solutions Department through our ShipCSX Problem Resolution tool.

For dimensional loads, you should start by submitting a Clearance Request at www.shipcsx.com > Resources > Clearance Bureau > Clearance Request. After Clearance File is established and clearance received, you may request Special Train via www.shipcsx.com > Resources > Clearance Bureau > Special Train/Switch Service. For further information, please contact CSXT Clearance Bureau at Clearance2SF@csx.com.

CSXT reserves the right to accept, reject, or condition all requests for special train service within its network.

### Special Train Service Charges (5.1.2)

CSXT charges $140 per mile, via the route of actual movement, subject to a minimum of $30,000, for Special Train Service. The charge is in addition to, and billed separately from, the otherwise applicable line-haul charges.

- Mileage for moves of dimensional shipments that exceed CSXT's published clearance limitations shall be based on the actual miles moved along the route determined by the Clearance Bureau

# SPECIAL SERVICES

## INTERNATIONAL SHIPMENTS (5.2)

### Rules for International Shipments (5.2.1)

The CSXT network stretches into Canada, serves 70 ports and offers service for freight bound to Mexico. Customers who plan to ship internationally must comply with all customs laws and obtain any and all approvals for the cross-border transportation of their shipments, including any and all clearances associated with their shipment under import and export laws. All necessary or useful documentation with respect to an international shipment must be provided to CSXT in a timely manner. CSXT fully cooperates with governmental authorities in handling international shipments, but does not provide the services of a licensed customs broker. U.S., Canadian, and Mexican border officials require complete import and export documentation associated with, and access to, all Shipments.

- Empty railcars cannot automatically reverse route across U.S.-Canada borders – they must have a separate Shipping Instruction
- Residual amounts of commodities in railcars may require a customs broker to assist in their transit across the border
- Railcars with residual Hazardous Materials, including chemical tank cars, cannot be identified as empty on the Shipping Instruction

### Customs and Fees at International Borders (5.2.2)

Proper paperwork is vital to efficient international transportation. If CSXT or another Carrier is forced to set out a railcar from a trans-border train, or to place a railcar on hold status due to incomplete or incorrect Customs documentation, data quality, or at the request of U.S., Canadian or Mexican Customs for any reason, the Customer is responsible for and will be charged for all associated switching charges and any other costs or fees paid by CSXT.

### Fees Relating to Canadian Customs Holds (5.2.3)

When CSXT is obliged to hold a railcar awaiting Canadian Customs clearance and release, CSXT will assess an additional $2,100 (U.S.) per railcar hold fee.

### Fees For U.S. Customs and Border Protection (5.2.4)

- When CSXT sets out a railcar from a trans-border train at the request of U.S. Customs and Border Protection for any reason (including compliance, enforcement or random inspection), CSXT will assess an additional $600 (U.S.) per railcar switch charge
- CSXT may charge a fee of $200 (U.S.) per railcar when a Customer submits incomplete or erroneous Customs documentation or data
- When CSXT holds a railcar due to incomplete or erroneous Customs documentation or data quality, a fee of $550 (U.S.) per railcar applies

### Border Fees (5.2.5)

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 on each railcar crossing the border
- The U.S. Department of Homeland Security's Customs & Border Protection Services collects a fee on each railcar crossing the border

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

Additionally, when CSXT is the transborder carrier of record for shipments crossing the U.S. – Canada border:

- CSXT charges a $25 (U.S.) on each railcar for customs paperwork and processing (The $25 (U.S.) will also appear on the freight bill.)

### Payments In Canada (5.2.6)

If a service associated with accessorial services, including switching but excluding Special Train Service, is performed at a station in Canada, it is billed at the Canadian rate in Section 5.2.7. This also includes unabsorbed amounts of foreign line reciprocal switching charges published in these Terms and Conditions.

Charges for special train service will be billed in the same currency as the line-haul freight charges.

### Customer Switching Charges in Canada (5.2.7)

| | |
|---|---|
| Intra-Plant Switch | $210 per railcar |
| Intra-District Switch | $600 per railcar |

Note – from and after July 1, 2017, these rates are set in US dollars, and adjusted for the exchange rate and Canadian taxes prior to billing.

### Mexican Customs Requirements (Carta Porte) (5.2.8)

Carta Porte

To ensure compliance with updated Mexican customs regulations published in Servicio de Administración Tributaria (SAT) Carta Porte requirements, CSX—along with all rail carriers—will begin implementing edits for Carta Porte version 3.0 effective April 1, 2024.

Per the regulations, the following data must be provided for each commodity within a shipment:

- UNSPSC Commodity Code and Description
- Piece Count and Package Type
- Weight and Weight Type
- Mexico Material Type Code (MMT)
- Mexico Importer Name
- Mexico Importer Federal Tax ID Number

*Additional required fields when applicable:*

- Mexico Hazmat Code (UN/NA Number)
- Country of Origin or Destination (if the commodity moves outside North America)

System edits will verify the presence of these values and validate the MMT code against official tables published by the Mexican government.

Click here to view an updated industry EDI supplement for Carta Porte, including examples of the new requirements.

For questions related to EDI, please contact B2B@csx.com. For process-related inquiries, contact the CSX Customer Solutions Team:

- Carload Users: 1-877-744-7279 (Option 2 → 1 → 5)
- Intermodal Users: 1-877-744-7279 (Option 2 → 2 → 2)

# SPECIAL SERVICES

## TURNING CARS (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.

If a railcar must be turned, the turning car charge is: $1,000 per railcar

Requests for turning a car should be submitted to CSXT through the ShipCSX Problem Resolution tool. CSXT reserves the right to decline to perform the turning of a car.

## WEIGHING (5.4)

Freight weights are required when used to determine freight charges. CSXT will provide weighing services when acceptable freight weights are not provided by the Customer. When CSXT does not need a weight to determine freight charges and a Customer nevertheless requests that a railcar be weighed, fees are based on where the weighing takes place, as follows:

- Private scales at the facilities of the party requesting the weighing: $200/railcar
- Railroad or other scales not at the facilities of the party requesting the weighing: $500/railcar

Customers may be charged switch charges or line-haul transportation charges for railcars moved to and from scales in addition to the weighing charges.

Once weighed, the gross, tare, and net weights used for billing purposes will be provided to parties named on the Shipping Instructions.

### Certifying Customer Scales (5.4.1)

All scales used for weighing railcars must conform to the requirements of the AAR Scale Handbook and CSXT practices and procedures.

### Accepting Customer Weights (5.4.2)

A Customer railcar weight will be accepted when the weight meets the requirements of this Section 5.4 and is included on the Shipping Instruction or transmitted to CSXT on a weight certificate. CSXT will also accept weights pursuant to a separate agreement. All weights are subject to verification by the participating Carriers. Customer must furnish the weight to CSXT Customer Billing:

- EDI
- by fax to 1-800-448-8984
- by email to 8004488984@fax.csx.com

### Weight Overloads (5.4.3)

Maximum weights and the procedures for handling overloaded railcars are established in CSXT's Open Top and Closed Car Policy, available at CSX.com. A railcar is overloaded if it exceeds the railcar's limit or that of any line segment along the route between origin and destination. If a railcar is overloaded, to the extent practicable, the Consignor may be notified and given an opportunity to take corrective action.

- CSXT may apply a charge of $1,200 for each overloaded railcar and may move to destination without being reduced and/or switched; additional handling fees may also apply
- Overloaded railcars shall be subject to demurrage charges until corrective action is completed

- If an additional railcar is needed to transport part of the overload, 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 originally overloaded railcar
- Overload charge is inclusive of the movement to classify the car for departure of the yard

*Cars stopped and reduced due to an overload are subject to safe loading charges in section 1.3.3.

## UNIT TRAINS (5.5)

CSXT uses a reservation process, the Unit Train Management System, to match consignee demand, consignor supply and CSXT capacity to achieve efficient and reliable Unit Train operations. The reservation system must be used by all parties for each step in the reservation process, from the initial reservation request through the release and rerouting to an origin of the empty Railcars after unloading. The Unit Train Management System instructions on how to use it are located at www.shipcsx.com.

### Service Limitations (5.5.1)

The Unit Train Management System:

- Does NOT establish binding commitments on any of the parties to a reservation except as specifically stated in ShipCSX.
- Does NOT constitute a tender or an offer of a particular contract for transportation.

### Monthly Pro Rata Scheduling (5.5.2)

Customers desiring Unit Train transportation service must provide proposed monthly loading schedules to CSXT through ShipCSX. These monthly loading schedules must include all volume, timing, and loading information requested by the Unit Train Management System. Customers must endeavor to include in each proposed monthly loading schedule a pro rata portion of the shipments Customer expects to tender during any given annual or other applicable period.

### Change Requests (5.5.3)

Customers may submit a reservation change request until 1400 hours (EST) on the day two calendar days prior to the projected load date. The charge for any manual processing of a timely change request is $50. Any customer initiating a reservation change after that time for reasons other than force majeure may be charged a rescheduling charge of $3,250 per incident.

### Holding of Trains (5.5.4)

When Unit Trains are held other than for CSXT's convenience, we may assess the responsible customer a minimum of $11,250 per Unit Train carrying non-hazardous cargo per day or $25,000 per Unit Train carrying any commodity of regulated, hazardous commodities per day.

### Recrewing (5.5.5)

When customer actions result in CSXT having to recrew a Unit Train, CSXT may charge the customer a recrew charge of $3,000.

### Power (5.5.6)

When customer actions result in CSXT locomotives exceeding 24 hours at origin or destination, CSXT may charge the customer at the current rate of $100 per hour per locomotive until the train is released to CSX to pull.

## CLEARANCE FOR NEW TIH MOVEMENTS (5.6)

### CSXT'S Positive Train Control Footprint (5.6.1)

1. CSXT will spend in excess of $2 billion dollars to implement positive train control as required by law and the regulations of the Federal Railroad Administration ("FRA") contained in 49 C.F.R. Part 236, Subpart I, as amended, supplemented or superseded, (the "PTC Regulations"). CSXT is on track to complete installation as required by law.

2. To maintain its compliance with the PTC Regulations, CSXT will require review of all new origins or destinations for shipments of railcars containing any of the following: (a) a material poisonous by inhalation as defined in 49 CFR 171.8, including anhydrous ammonia, (b) Division 2.3 gases poisonous by inhalation as set forth in 49 CFR 173.115(c), (c) and Division 6.1 liquids meeting the defining criteria in 49 CFR 173.132(a)(1)(iii) and assigned to hazard zone A or hazard zone B in accordance with 49 CFR 173.133(a) (together, "TIH Hazards").

Any (i) origin that has Tendered a TIH Hazard, (ii) destination that has received a TIH Hazard, or (iii) any interchange that has interchanged (or otherwise transited) a TIH Hazard within the last twenty four (24) months shall be considered an "Active TIH Facility." Any (i) origin that has not Tendered a TIH Hazard, (ii) destination that has not received a TIH Hazard, or (iii) any interchange that has not interchanged (or otherwise transited) a TIH Hazard within the last twenty four (24) months, that a Customer proposes to have Tender, receive, interchange, or transit a TIH Hazard shall be considered a "New TIH Facility." A pairing of two Active TIH Facilities between which a TIH Hazard has been shipped within the last twenty four (24) months shall be considered an "Active TIH Pair". Any shipments of a TIH Hazard that is not between an Active TIH Pair is a "New TIH Service."

3. No prior CSXT review and approval is required for a Customer to Tender a TIH Hazard if it is routed between an Active TIH Pair.

4. CSXT reserves the right to suspend movement for review of any New TIH Service, until the new service is approved pursuant to Section 5.6.2 below.

5. If a TIH Hazard's route includes services by a carrier other than CSXT, it is the Customer's responsibility to contact and determine any requirements, limitations, and fees of the other Carrier(s), and to secure permission for access to the other Carrier's network.

### New Origin-Destination Pairs (5.6.2)

Customers wishing to Tender a TIH Hazard from an origin or to a destination such that it would constitute a New TIH Service, may either:

1. Enter into a contract with CSXT for the transportation of the TIH Hazards under conditions to be negotiated. To initiate contract negotiations, the customer must follow the procedure set out in Section 5.6.3 below.

2. Submit a request for a common carrier rate quotation pursuant to the procedure set out in Section 5.6.3 below. Common carrier rates may include volume, liquidated damage, and/or surcharge provisions.

If you believe your TIH Hazard shipment may constitute a New TIH Service, please contact your CSXT Sales Manager or the CSXT Customer Solutions Department through our ShipCSX Problem Resolution tool.

### Requests for New TIH Service (5.6.3)

1. The planning required to transport TIH Hazards can be significant and, even if a shipment can be accommodated, it can take a fair amount of time to develop the appropriate route and plan. Customers needing to Tender or receive a TIH Hazard over a New TIH Service must submit a New TIH Service Request in order to begin that process. *Given the specialized nature of the requested service, and of what may be required to provide it, please give us as much notice and information as possible in making the request for service to or from a New TIH Facility.*

The New TIH Service Request requires the following information:

i. Name and address of Customer
ii. Name and STCC Code of each TIH Hazard for which it seeks transportation
iii. The Origins and Destinations for the TIH Hazards being transported
iv. Any other information that may be necessary or useful for CSXT in assessing the request, such as car type and capacity; expected volumes by month or year; single car, multi-car or Unit Train shipments.
v. Applications must be submitted to: Market Manager, Chlor-Alkali and TIH Chemicals,
CSX Transportation, Inc.,
500 Water Street, J875, Jacksonville, FL 32202

Upon receipt of a complete request, CSXT will conduct a review of the relevant track segments to determine whether the service can be provided over a route that complies with the PTC Regulations.

2. If the entire route of movement on CSXT is equipped with PTC at the time of the request, CSXT will notify the Customer, and the Customer may either negotiate a contract for transportation or request a common carrier rate.

3. If the entire route of movement on CSXT is not equipped with PTC at the time of the request, and the Customer is interested in discussing contractual arrangements that could include equipping the unequipped portions of the route of movement, CSXT will conduct an initial assessment of the cost that would be required to make the involved subdivisions (or portions thereof) PTC equipped. A preliminary engineering review charge of $2,500 in US Funds, payable in advance must be submitted at the time the customer requests a common carrier rate for service that constitutes a New TIH Service. If a contractual arrangement can be made, CSXT will apply a credit equal to the review charge against the first shipments consigned along any such new route. Upon completion of the review, CSXT will submit a proposal to the requesting Customer for the sharing of costs necessary to make the affected subdivisions (or portions thereof) PTC Equipped.

4. If the entire route of movement on CSXT is not equipped with PTC at the time of the request, and the Customer requests a common carrier rate, CSXT will conduct an initial assessment of the cost that would be required to make the involved subdivisions (or portions thereof) PTC equipped. A preliminary engineering review charge of $2,500 in US Funds, payable in advance must be submitted at the time the customer requests a common carrier rate that constitutes a New TIH Service. Upon completion of the review, CSXT will provide a common carrier rate which may include volume, liquidated damages, and surcharge provisions addressing the costs of PTC expansion.

### PTC Footprint Changes (5.6.4)

Notwithstanding any provision of these Terms and Conditions, CSXT may cease to maintain PTC equipment on any segment of its network in accordance with the law and the FRA Regulations.

### Improper Tender of TIH Hazards (5.6.5)

Should a Customer tender a bill of lading or Shipping Instruction that purports to order a New TIH Service without filing a New TIH Service Request, CSXT will return the TIH Hazard to the Customer (or interchanging carrier) at the Origin (or interchange) and reserves the right to assess a charge of $5,000 for such improper tender.

SECTION 6

# PAYMENT

## CREDIT TERM, PAYMENT OF CHARGES AND FINANCE CHARGES (6.1)

### Payment of Charges – Non-Credit Customers (6.1.1)

Customers who have not applied for and received credit approval with CSXT, or who have had their credit suspended by CSXT, must pay line-haul freight charges and other applicable fees IN FULL:

- Prior to CSXT's acceptance of a Shipment at origin if tendered 'prepaid' or
- Prior to placement of a Shipment at destination if tendered 'collect'

CSXT may transport or tender Shipments for non-credit Customers prior to receipt of payment of charges as otherwise specified here. In those instances, all charges are due upon receipt of the associated bill or invoice. Customers that fail to pay by the date specified will be assessed late fees and finance charges.

### Establishment of Credit and Credit Agreement (6.1.2)

CSXT offers credit agreements to qualifying Customers. To apply, or to make arrangements for the electronic transfer and payment of charges, please complete a Credit Application and Agreement found at https://www.csx.com/index.cfm/customers/new-to-csx-or-rail/become-a-customer/credit-application/ or call 1-904-366-3807. Applications may be requested in writing by contacting:

Credit Administration
CSX Transportation, Inc. – J-735
500 Water Street
Jacksonville, FL 32202

CSXT reserves the right, in its sole discretion, to establish or not establish credit for any Customer.

### Cancellation of Credit (6.1.3)

CSXT reserves the right, in its sole discretion, to maintain or cancel credit for any Customer.

### Credit Term (6.1.4)

Payment in full of all line-haul freight charges, switching charges and accessorial charges must be received by CSXT from Customers within 15 days of the date of the applicable CSXT bill.

### No Set Off of Charges (6.1.5)

Customers may not set off or otherwise withhold payment of any CSXT charge due to any alleged overcharge, freight damage or other dispute with CSXT.

### Finance Charges (6.1.6)

CSXT may assess a finance charge of 12% per year (0.0329% per day) on charges that are not received by CSXT when due. The finance charge:

- WILL NOT apply against disputed charges that are found by CSXT to have been billed incorrectly. Finance charges will, however, be assessed if a corrected invoice is not paid within terms from the date of that corrected invoice
- WILL be assessed on the unpaid balance of any charge from the first day following the due date through the date of receipt of payment in full
- May be billed monthly for all line-haul, supplemental, and miscellaneous bills that were past due during the previous month.

### Late Payments (6.1.7)

Late payments are subject to a 10% fee on the outstanding balance of any charge that is not received by CSXT when due. The late fee:

- Is assessed in addition to the finance charge outlined above
- Will not apply against any disputed charge found by CSXT to have been incorrectly billed

### Usury Law Compliance (6.1.8)

CSXT's policies on finance charges and late payment fees are designed to comply with usury laws. If either charge, or the combination of finance charge and late fees, exceeds allowable limits, then the applicable rate(s) will be automatically reduced to the maximum allowed.

### Collection Costs (6.1.9)

Customers are expected to pay all of the fees, charges and costs billed to them. All expenses incurred by CSXT to collect money owed shall be paid by the Customer. In the event that suit must be filed to collect any money owed, the non-prevailing party shall pay the attorney's fees, costs and expenses incurred by the prevailing party. This section shall be governed and construed in accordance with Florida law.

## PROCEDURES FOR DISPUTING INVOICES (6.2)

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 must be:

- Submitted within 30 days from the waybill date listed on the invoice
- Clearly and fully described
- Specific in identifying the reasons for the claim
- Complete in the supporting documentation provided

Once filed, a CSXT Customer Account Associate will investigate and report the company's acceptance or denial of the claim in writing. Customers must pay all undisputed portions of the bill as stated.

## OVERCHARGE CLAIMS (6.3)

Claims for overpayment of charges must be submitted electronically via ShipCSX and received by Carrier no later than one year after delivery or tender of delivery of shipment. Log in to ShipCSX, locate the "Resources" pull down menu, and select "Claims Management." For help with ShipCSX, call 1-877-ShipCSX (1-877-744-7279). Any claim under twenty dollars ($20) per Shipment Instruction is waived by Customer.

## CASH APPLICATION (6.4)

Customers are required to specify the invoice being paid when tendering payment to CSXT. If a Customer tenders payment without identifying an accompanying invoice for the application of payment, CSXT will take the following steps:

- Review the Customer's outstanding invoices to determine if there is an invoice with an amount due equal to the payment amount. If such an invoice is identified, the payment will be applied to that invoice.
- If no such invoice is identified, CSXT will contact the Customer once by phone and/or email to obtain the Customer's preferred invoice(s) for application of payment.

If a Customer does not respond to CSXT's request for clarification within ten (10) business days, the payment will be applied in the order specified below. Payments applied according to this policy will not be reversed or reallocated.

1. Undisputed, past due line-haul invoices, from oldest to most recent
2. Undisputed, past due supplemental invoices or other miscellaneous charges, from oldest to most recent
3. Undisputed, outstanding late fees and finance charges, from oldest to most recent
4. Undisputed, outstanding line-haul invoices, from oldest to most recent
5. Undisputed, outstanding supplemental invoices or other miscellaneous charges, from oldest to most recent

SECTION 7

# CLAIMS FOR DAMAGE TO, OR DELAY OR LOSS OF, FREIGHT

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.

Report any loss or damage through ShipCSX.

Freight claims for loss or delay of, or damage to, cargo should be reported through ShipCSX Freight Claims tool. Log in to ShipCSX, locate the "Resources" pull down menu, and select "Claims Management." For help with ShipCSX, call 1-877-ShipCSX (1-877-744-7279).

## CARMACK AMENDMENT PROTECTIONS (7.1)

### General Carmack Protections (7.1.1)

CSXT offers Carmack Amendment protection tailored to the commodity and route over which a Customer is asking CSXT to transport its freight. If desired, please contact your CSXT sales representative to receive a specific rate quote with Carmack Amendment protections. If Carmack Amendment protection is desired for a shipment that extends beyond the CSXT network, it is the Customer's responsibility to contact and determine the requirements, limitations, and fees of the other Carrier(s), and to obtain Carmack Amendment protection from the other Carrier(s).

### Declared Value Protections (7.1.2)

Any Customer that wants CSXT to assume liability for damages up to a declared value of the goods being shipped without requesting a tailored rate quote pursuant to subsection 7.1.1. must send an email to CarmackRequest@csx.com, before tendering the goods to CSXT, that includes:

- A statement declaring the election of Carmack Amendment protection and the value of the shipment, and
- Acknowledgement that the Carmack Premium, as defined below, will be added to their invoices, or billed to them separately, in accordance with Railway Accounting Rule 11

The Customer must also provide railcar and waybill numbers for each affected railcar to CSXT as soon as reasonably possible at CarmackRequest@csx.com.

The "Carmack Premium"portion of the line-haul rate is equal to 10% of the declared value of the goods and added to the common carrier line-haul price.

### Limitation and Waiver (7.1.3)

CSXT's liability for loss of, or damage to, goods in transit under this subsection 7.1 cannot exceed, and is limited to, the lesser of value of the goods, or the declared value, if applicable. Carmack Amendment protection is waived, and the provisions of subsection 7.2 shall apply, in the absence of an election by the Customer under subsections 7.1.1 or 7.1.2 above.

SECTION 7, CONT.

# CLAIMS FOR DAMAGE TO, OR DELAY OR LOSS OF, FREIGHT

### ALTERNATIVE APPROACH TO DAMAGE, DELAY, AND LOSS CLAIMS (7.2)

If you do not elect Carmack Amendment protections, CSXT will assume liability for freight claims subject to the following limitations:

- The minimum claim for loss or damage to freight is $250
- Our liability for a shortage of goods shall be conditioned upon evidence of unauthorized entry into the railcar while it is in the possession of CSXT
- CSXT's maximum liability for loss or delay of, or damage to, the freight is one hundred thousand dollars ($100,000) per railcar
- CSXT shall not be responsible for loss of or damage to the freight of shipments originating or terminating outside the United States when the location at which the damage occurred is not known
- Individual pricing documents may contain different limits which take precedence over the terms in this subsection 7.2

Subject to the limitations in this subsection 7.2, and the remaining provisions of Section 7, claims for loss, damage or delay to any commodity transported by CSXT is governed in all other respects by the provisions of the Carmack Amendment and Title 49 of the Code of Federal Regulations Part 1005 and the laws of the State of Florida (other than provisions addressing conflicts of laws).

### TIME LIMITS FOR FILING CLAIMS AND LAWSUITS (7.3)

CSXT liability for loss, delay, and damage is contingent upon CSXT, or the railroad delivering interline Shipments, receiving immediate notification of all noted visible losses or damages discovered during the unloading of a railcar.

- Loss or damage discovered other than between 8:00 a.m. and 5:00 p.m., Monday-Friday shall be reported no later than 24 hours following unloading from the railcar
- Saturdays, Sundays and Holidays are excluded
- Loss & Damage reporting can be completed via ShipCSX in just a few steps log into www.shipcsx.com
- Concealed damage must be reported immediately upon discovery and made available for inspection at point of delivery
- Any claim for loss or damage must be filed within nine months of the date the shipment was delivered, or in the case of failure to make delivery, then within nine months after a reasonable time for delivery
- Any lawsuit or other action for the enforcement or liability for loss of damage must be instituted within two years and one day after CSXT first declines the claim
- Any claim or lawsuit not filed within the periods set forth in the preceding sentences is waived by the Customer

### MITIGATION OF DAMAGES; SET OFF (7.4)

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.

CSXT reserves the right to set off any amounts owed to a Customer due to a claim for loss or damage to freight against any and all amounts that Customer owes to CSXT.

## RIGHT TO SELL ABANDONED, REFUSED, OR UNCLAIMED PROPERTY (7.5)

Freight that is:

- Abandoned by the Consignor and Consignee
- Refused by the Consignor and the Consignee
- Unclaimed within 15 days after notice is issued to the Consignor and Consignee

...may be sold by CSXT in accordance with applicable law. The proceeds of any sale will be applied to the payment of all transportation and other lawful charges and expenses incurred by CSXT and any balance will be paid to the owner of the freight sold by CSXT.

## CARGO SEALS (7.6)

CSXT does not furnish, apply, verify, or inspect cargo seals.

- When seals are applied, all doors, hatches, valves and other openings on the railcar must be sealed
- Consignor must include each seal number and the name of the employee applying the seal(s) in its Shipping Instructions
- CSXT will not honor claims for loss, damage, or contamination of railcar contents based solely on the absence of one or more seals at the time of delivery at destination
- Claims for loss or damage are honored only when there is clear and convincing evidence of actual loss, damage, or contamination other than the mere absence of one or more seals, or apparent compromise of a seal that was applied before movement

CSXT reserves the right to audit, at CSXT's expense, the Consignor's on-site seal records.

## GENERAL DEFENSES (7.7)

### Improper Loading (7.7.1)

A Customer's failure to comply with requirements of the Uniform Freight Classification and AAR loading provisions constitutes a complete defense to any claim for damage. In addition:

### Bill of Lading and other Traditional Defenses (7.7.2)

CSXT shall not be liable for any loss, damage or delay caused by:

- An act of God
- The public enemy
- The authority of law
- The act or default of the shipper or owner
- Natural shrinkage of product
- Riots or strikes
- A defect or vice in the property, or
- Country damage to cotton

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

Except in the case of a breach by CSXT of the Contract of Carriage, CSXT shall not be liable for loss, damage or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner or party entitled to make such request.

# CLAIMS FOR DAMAGE TO, OR DELAY OR LOSS OF, FREIGHT

CSXT's liability shall be that of a warehouseman for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by these Terms and Conditions after notice of the arrival of the property at destination or at the port of export has been sent and given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made.

## SPECIAL AND CONSEQUENTIAL DAMAGES (7.8)

To the maximum extent permitted by applicable law, CSXT is not liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, punitive damages or attorney fees.

## ADDITIONAL LIMITATIONS FOR SHIPMENTS THROUGH MEXICO (7.9)

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.

## SPECIAL LIMITATIONS FOR SHIPMENTS OF VEHICLES (7.10)

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.

Only one claim may be filed for any single new finished vehicle.

SECTION 8

# RAIL-TO-RAIL BILLING

CSXT works closely with other Class I and shortline railroads to promote the timely, efficient and error-free transfer of railcars and billing for our Customers' interline shipments. If you have any questions about the following policies and rates regarding rail-to-rail services, please contact your CSXT account representative.

## INTERMEDIATE SWITCHING SERVICES (8.1)

Intermediate switching refers to the movement within a station by one Carrier of railcars between a second Carrier's and a third Carrier's tracks, when carriers two and three do not directly connect. Generally, CSXT charges other Carriers a fee of $300 per railcar or per platform for intermediate switching movements in regular train operations, and the following rates if an intermediate switching movement cannot be handled in regular train operations:

- With a special train operation, for the first five railcars in the same movement: $3,900 per movement and
- For each additional railcar in excess of five in the same movement: $400

The rate for intermediate switching of locomotives moving on their own wheels is $600 per engine in each direction.

## RECIPROCAL SWITCHING SERVICES (8.2)

### Application of Reciprocal Switching Charges (8.2.1)

CSXT provides, subject to the exceptions in Section 8.2.2, Reciprocal Switching for the specific Customers, with the identified interchange partners, and for the charges listed in Publication CSXT 8101.

- Charges for CSXT Reciprocal Switching are the responsibility of the line-haul carrier handling the loaded railcar from or to the station at which the reciprocal switch occurs
- Any charges assessed by an intermediate railroad providing an intermediate switch will be added to the reciprocal switch charges assessed by CSXT

### Reciprocal Switching Exceptions (8.2.2)

CSXT does not provide Reciprocal Switching Services for:

- Special train shipments, or dimensional loads. See Section 5.1
- Traffic handled on automax, bi-level, or tri-level railcars
- Railway equipment, empty, moving on own wheels, including:
    - Railcars (STCC 37-422) not in revenue service
    - Locomotives or Tenders (STCC 37-411)
    - Maintenance or Repair Cars (STCC 37-424)
    - Passenger Train Cars (STCC 37-421)
    - Street Cars or self-propelled railroad cars (STCC 37-423)
- Traffic to or from Team Tracks or Lease Tracks
- Unit trains, except as specifically referenced in Publication CSXT 8101

# RAIL-TO-RAIL BILLING

### Restricted Reciprocal Switching (8.2.3)

When Reciprocal Switching for a given Customer facility is noted as restricted in Publication CSXT 8101, CSXT may require the line-haul carrier to provide sufficient documentation to verify that the shipment is eligible for reciprocal switching before we accept the railcar.

- CSXT may audit the line-haul carrier's records to confirm that all cars switched into that Customer's facility were eligible for reciprocal switching
- Railcars delivered for reciprocal switching in violation of a restriction shall be subject to CSXT line-haul charges for the railcar's movement

## INTERCHANGE ERROR MOVEMENTS (8.3)

In the event CSXT receives cars in error or without necessary forwarding instructions, the AAR's Car Service Rule #7 applies.

If railcars are returned, forwarded or require holding, CSXT may assess the corresponding charge listed in Appendix 9.2 against the Carrier that misdelivered the railcar to us. CSXT may also apply a charge of three dollars ($3) per mile traveled when CSXT has transported such railcar away from the interchange location, with a hundred (100) mile minimum.

All loads over 300,000 lbs net, not shipped with dedicated idlers, will require two (2) special switches ($5,000) at interchange and $5,000 supplemental charge for storage/assignment/movement of idlers.

## RAILROAD SCAC CODES (8.4)

Railroad reporting marks can be found at: www.railserve.com/aar_railroad_reporting_marks.html

## INTERCHANGE OF INTERMODAL RAILCARS WITH CONTAINERS BOUND FOR MULTIPLE TERMINALS (8.5)

When CSXT receives a railcar loaded with containers destined for two or more different intermodal terminals, CSXT will charge the rail carrier delivering the railcars to CSXT the lift fees established by CSXT's Intermodal Directory No. 1 for all lifts required to ensure that each railcar has containers destined to a single intermodal terminal.

SECTION 9

# APPENDICES

## RECIPROCAL SWITCHING IN CANADA (9.1)

The rules for interswitching in Canada, including the rates for interswitching, are available at Transport Canada's website at https://laws-lois.justice.gc.ca/eng/regulations/SOR-88-41/ and https://otc-cta.gc.ca/eng/decisions?f%5B0%5D=field_mode%3A1347.

## INTERCHANGE ERROR MOVEMENTS (9.2)

| | | |
|---|---|---|
| AA | $450.00 | Per Car |
| AB | $165.00 | Per Car |
| ABS | $1,000.00 | Per Car |
| ACWR | $300.00 | Per Car |
| AF | $350.00 | Per Car |
| AGR | $565.00 | Per Car |
| ALAB | $350.00 | Per Car |
| ALS | $108.00 | Per Car |
| AN | $500.00 | Per Car |
| AO | $150.00 | Per Car |
| AOR | $565.00 | Per Car |
| AR | $300.00 | Per Car |
| ATN | $450.00 | Per Car |
| ATW | $565.00 | Per Car |
| BAYL | $565.00 | Per Car |
| BHRR | $450.00 | Per Car |
| BNSF | $435.00 | Per Car |
| BPRR | $565.00 | Per Car |
| BRC | $1,000.00 | Per Car |
| BS | $368.00 | Per Car |
| BSOR | $500.00 | Per Car |
| BVRY | $199.00 | Per Car |
| CAGY | $500.00 | Per Car |
| CALA | $250.00 | Per Car |
| CEIW | $294.00 | Per Car |
| CFE | $200.00 | Per Car |
| CFWR | $400.00 | Per Car |
| CHAT | $500.00 | Per Car |
| CIND | $565.00 | Per Car |
| CIRR | $565.00 | Per Car |
| CLNA | $300.00 | Per Car |
| CN | $435.00 | Per Car |
| CNUR | $75.00 | Per Car |
| CNZR with forwarding instructions | $65.00 | Per Car |
| CNZR without forwarding instructions | $250.00 | Per Car |
| COEH | $565.00 | Per Car |
| CPDR | $565.00 | Per Car |
| CPRS | $435.00 | Per Car |
| CRL | $350.00 | Per Car |
| CSO | $565.00 | Per Car |
| CSS | $350.00 | Per Car |
| CTN | $500.00 | Per Car |
| CUOH | $565.00 | Per Car |
| CWRO | $150.00 | Per Car |
| CWRY | $565.00 | Per Car |
| DC | $390.00 | Per Car |
| DLWR | $460.00 | Per Car |
| EARY | $565.00 | Per Car |
| EFRR | $475.00 | Per Car |
| EIRC | $200.00 | Per Car |
| EJE | $450.00 | Per Car |
| EJR | $150.00 | Per Car |
| ESPN | $285.00 | Per Car |
| ETRY | $565.00 | Per Car |
| EVT | $250.00 | Per Car |
| EVWR | $200.00 | Per Car |
| FCEN | $200.00 | Per Car |
| FCR | $250.00 | Per Car |
| FCRD | $600.00 | Per Car |
| FEC | $200.00 | Per Car |
| FMID | $200.00 | Per Car |
| FNOR | $200.00 | Per Car |
| FRR | $460.00 | Per Car |
| FRVT | $134.00 | Per Car |
| GC | $565.00 | Per Car |
| GDLK | $241.00 | Per Car |
| GET | $400.00 | Per Car |
| GFRR | $500.00 | Per Car |
| GITM | $600.00 | Per Car |
| GITM (Wharf) | $200.00 | Per Car |
| GNRR | $550.00 | Per Car |
| GR | $565.00 | Per Car |
| GRWR | $180.00 | Per Car |
| GSWR | $500.00 | Per Car |
| GU | $125.00 | Per Car |
| GWRC | $250.00 | Per Car |
| HIRR | $450.00 | Per Car |
| HOG | $565.00 | Per Car |
| HRRC | $300.00 | Per Car |

| | | |
|---|---|---|
| IAIS | $400.00 | Per Car |
| IANR | $475.00 | Per Car |
| ICE | $400.00 | Per Car |
| INRD | $300.00 | Per Car |
| IORY | $200.00 | Per Car |
| IR | $235.00 | Per Car |
| ISRR | $565.00 | Per Car |
| ISW | $565.00 | Per Car |
| JAIL | $1,000.00 | Per Car |
| KCS | $241.00 | Per Car |
| KWT | $565.00 | Per Car |
| LIRC | $300.00 | Per Car |
| LBR | $250.00 | Per Car |
| LSRC | $275.00 | Per Car |
| LT | $427.00 | Per Car |
| LVRJ | $400.00 | Per Car |
| MB | $565.00 | Per Car |
| MCER | $293.00 | Per Car |
| MGRI | $200.00 | Per Car |
| MHWA | $460.00 | Per Car |
| MJ | $97.00 | Per Car |
| MMID | $565.00 | Per Car |
| MMRR | $200.00 | Per Car |
| MNBR | $200.00 | Per Car |
| MQT | $500.00 | Per Car |
| MRS | $83.00 | Per Car |
| MS | $565.00 | Per Car |
| MSO Defiance, OH | $400.00 | Per Car |
| MSO Ft. Wayne, IN | $390.00 | Per Car |
| MSTR | $565.00 | Per Car |
| MVRY | $565.00 | Per Car |
| NCVA | $565.00 | Per Car |
| NERR | $500.00 | Per Car |
| NOW | $250.00 | Per Car |
| NS | $435.00 | Per Car |
| NSR | $250.00 | Per Car |
| NYA | $390.00 | Per Car |
| NYLE | $200.00 | Per Car |
| NYNJ | $500.00 | Per Car |
| NYOG | $435.00 | Per Car |
| NYSW | $500.00 | Per Car |
| OHCR | $500.00 | Per Car |
| PAL | $250.00 | Per Car |
| PAS | $450.00 | Per Car |
| PDRR | $250.00 | Per Car |
| PJR | $800.00 | Per Car |
| PN | $250.00 | Per Car |
| POHC | $565.00 | Per Car |
| PR | $700.00 | Per Car |
| PSCC | $325.00 | Per Car |
| PUCC | $148.00 | Per Car |
| PVRR | $250.00 | Per Car |
| PW | $565.00 | Per Car |
| RJCL | $500.00 | Per Car |
| RSOR | $200.00 | Per Car |
| RSR | $565.00 | Per Car |
| SAPT | $565.00 | Per Car |
| SCRF | $565.00 | Per Car |
| SCTR | $435.00 | Per Car |
| SGLR | $500.00 | Per Car |
| SMV | $500.00 | Per Car |
| SRNJ | $250.00 | Per Car |
| ST | $450.00 | Per Car |
| SVHO | $500.00 | Per Car |
| SWP | $475.00 | Per Car |
| TCWR | $300.00 | Per Car |
| TKEN | $435.00 | Per Car |
| TNHR | $390.00 | Per Car |
| TPW | $565.00 | Per Car |
| TRRA | $119.00 | Per Car |
| TSRR | $550.00 | Per Car |
| TTIS | $600.00 | Per Car |
| TTR | $300.00 | Per Car |
| TYBR | $265.00 | Per Car |
| UP | $445.00 | Per Car |
| URR | $451.00 | Per Car |
| VRRC | $565.00 | Per Car |
| VTR | $435.00 | Per Car |
| WC | $435.00 | Per Car |

| | | |
|---|---|---|
| WE | $165.00 | Per Car |
| WGCR | $565.00 | Per Car |
| WMI | $350.00 | Per Car |
| WSOR | $450.00 | Per Car |
| WTNN | $500.00 | Per Car |
| WTRM | $400.00 | Per Car |
| WTRY | $565.00 | Per Car |
| WW | $500.00 | Per Car |
| YARR | $565.00 | Per Car |
| YB | $565.00 | Per Car |
| YRC | $565.00 | Per Car |

If railcars are returned, forwarded or require holding, CSXT may assess a charge of $435 per railcar, or the charge for the specified interchange listed in Item 9.3, against the Carrier that misdelivered the railcar to us. CSXT may also apply a charge of three dollars ($3) per mile travelled when CSXT has transported such railcar away from the interchange location, with a hundred (100) mile minimum.

## GLOSSARY (9.3)

The following definitions are provided solely as a reference to certain words and phrases used in relation to these Terms and Conditions; they are not intended to serve as complete definitions or to counter definitions that may appear in other CSXT or industry publications.

AAR – The Association of American Railroads is the industry's leading trade organization, and is dedicated to improving the efficiency, safety and service of the railroad industry.

Actual Placement – The placement of a railcar at origin or destination, or any other agreed upon point, for loading or unloading.

Agent – Any third party performing an obligation of a Customer under these Terms and Conditions or a contract with CSXT.

Carmack Amendment – Title 49 of the United States Code, section 11706, and associated regulations.

Carrier – CSXT and any other participating rail common carrier.

Carrier Car – Any railcar owned or leased by a rail common carrier.

Close Clearance – Any track clearance not in compliance with the requirements of CSXT's current Standard Guidelines and Specifications for the Design and Construction of Private Sidetracks.

Closed Gate – A Station is considered 'Closed Gate' with regards to railcars that will remain in CSXT's serving yard until the Customer provided specific placement instruction to CSXT via ShipCSX. A Station may be Open Gate for some commodities or railcars and Closed Gate for other commodities or railcars.

Consignee – The party to whom a shipment is consigned. The Consignee is usually, but does not have to be, the Receiver.

Consignor – The party in whose name a railcar is ordered for loading; the party consigning a shipment; or the party who furnishes forwarding instructions. The Consignor is often, but not always, the Freight Payer.

Constructive Placement – The holding of a railcar on CSXT's tracks when Actual Placement of the railcar is not possible due to causes attributable to the Customer, in whole or in part.

Contract of Carriage – the contract or quasi-contract for transportation established by the Shipping Instruction, whether pursuant to common carrier pricing or a commercial contract between CSXT and a Customer.

Customer – Any Consignor, Consignee, Receiver, or Freight Payer.

Day – A twenty-four (24) hour period (calendar day), or part thereof.

Demurrage – The fee imposed for the extended usage of a CSXT asset attributable to the Customer.

Dimensional Load – A Shipment that exceeds CSXT's standard published clearances for a specific route of movement.

Diversion – An order provided by a Freight Payer or its Agent instructing that a railcar be delivered to a location other than the one indicated on the original Shipping Instruction.

Force Majeure Event – 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. Force majeure can not excuse non-compliance with safety requirements and regulations.

Freight Payer – The Customer primarily responsible for paying the line-haul freight charges for transportation provided by CSXT.

Freight Payer Assigned Railcar – Specific empty railcar assigned to a particular Freight Payer for their exclusive use.

Governmental Requirements –Any and all laws, regulations, governmental rules, and orders.

Hazardous Materials – Materials categorized as hazardous materials by the U.S. Department of Transportation under the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, et seq.) and the Hazardous Materials Regulations (49 C.F.R. Parts 170-179) issued thereunder, as amended from time to time.

Holidays – CSX may observe the following holidays –
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day

Intermediate Switch – The movement of railcars in switch service from the interchange tracks of one carrier to the interchange tracks of another carrier at the same station.

Intra-District Switch – The movement of railcars by one carrier from one location to another within the switching limits of a station or switching district.

Intra-Plant Switch – A switching movement from one location to another location within the confines of a Customer facility.

Joint Terminal – A terminal at a station served by CSXT that is operated jointly by CSXT and another railroad.

Lease Track – Track leased to a Customer through a written lease agreement.

Loading – The complete or partial loading of a railcar in conformity with loading and clearance rules.

Loaded Railcar – A railcar that is completely or partially loaded.

Locomotive Switch – A movement of a locomotive within a switch district, wherein the locomotive moves on its own wheels but not under its own power.

Open Gate – A Station is considered 'Open Gate' with regards to railcars that CSXT will deliver upon determining that the Station has space to receive the railcar. No specific placement instruction will be accepted for Open Gate railcars. A Station may be Open Gate for some commodities or railcars and Closed Gate for other commodities or railcars.

Order Date – The date for which a Customer requests a railcar to be furnished for loading or unloading.

Placement – Refers to either Constructive Placement or Actual Placement.

Private Car – A railcar that is not owned or leased by a rail common carrier.

Private Car Storage – The fee imposed for the occupation of CSXT's owned or controlled tracks by a Private Car.
Private Track – Tracks that are not owned or leased by CSXT.

Receiver – The party to whom the Shipment is to be physically delivered.

Reciprocal Switch – 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 Publication CSXT 8101.

Reconsignment – 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.

Release – Occurs when CSXT is advised that a railcar, identified by number and location, is empty, or when new Shipping Instructions are received. Railcars may only be released when it is accessible to CSXT's crew to pull.

Reloading – When a railcar that has been unloaded by a Customer is held for loading by the same Customer.

RSSM – Rail Security-Sensitive Materials from one or more of the categories and quantities of hazardous materials set forth in 49 C.F.R. §1580.100(b), including:

(1) A railcar containing more than 2,268 kg (5,000 lbs) of a Division 1.1, 1.2, or 1.3 (explosive) material, as defined in 49 CFR 173.50;

(2) A tank car containing a material poisonous by inhalation as defined in 49 CFR 171.8, including anhydrous ammonia, Division 2.3 gases poisonous by inhalation as set forth in 49 CFR 173.115(c), and Division 6.1 liquids meeting the defining criteria in 49 CFR 173.132(a)(1)(iii) and assigned to hazard zone A or hazard zone B in accordance with 49 CFR 173.133(a), excluding residue quantities of these materials; and

(3) A railcar containing a highway route-controlled quantity of a Class 7 (radioactive) material, as defined in 49 CFR 173.403.

Shipment – Any railcar(s) Tendered to CSXT for transportation.

Shipping Instruction – A Uniform Straight Bill of Lading or Electronic Data Interchange packet in a form acceptable to CSXT.

Sidetrack – any Private Track that provides access to a Customer facility.

Station – Any location included in the Tariff OPSL 6000-Series.

Team Track – Any tracks owned or controlled by CSXT that are designated by CSXT as team tracks where railcars may be loaded and unloaded by multiple third parties.

Tender – The notification of arrival or Constructive Placement, or the Actual Placement, of an empty or loaded railcar at a Customer facility; or the notification, by a Consignor or Consignee to a Carrier, that a railcar is ready for pick-up.

Tolerance – The greatest acceptable difference in weights due to variation in scales or weighing technique.

Ton – 2,000 pounds, avoirdupois weight.

Uniform Freight Classification – The Freight Tariff Uniform Freight Classification 6000 Series tariff published by Railinc.

Unit Train – any block of at least sixty railcars, for which CSXT's line-haul service is scheduled through the Unit Train Management System. Empty railcar sets routed to a scheduled reservation in the Unit Train Management System are also Unit Trains.

## QUICK LIST OF CHARGES (9.3.1)

Here is a convenient list of the most common, but not all, charges established in these Terms and Conditions:

| CHARGE NAME | SECTION | CHARGE AMOUNT |
|---|---|---|
| MANUAL SHIPPING INSTRUCTIONS | 1.2.1 | $50 per emailed Shipping Instruction for carload shipments<br>$50 per emailed Shipping Instruction for Unit Trains |
| RECONSIGNMENT | 1.2.4 | $275 per railcar<br>$2,750 for blocks of 10 or more railcars |
| DIVERSION | 1.2.4 | $275 per railcar<br>$2,750 for blocks of 10 or more railcars |
| OTHER CHANGES TO SHIPPING INSTRUCTIONS | 1.2.5 | $300 per railcar or $3,000 for blocks of 10 or more railcars |
| LATE DELIVERY OF SHIPPING INSTRUCTIONS | 1.2.6 | $650 per railcar |
| EMPTY CARRIER CARS ORDERED AND NOT USED | 1.3.2 | $375 per railcar - cancelled less than 7 days prior or up to 3 days after the order delivery<br>$375 per railcar - placed at industry |
| SAFE LOADING OF RAILCARS | 1.3.3 | $5,000 for the first offense, $10,000 for the second offense, and $15,000 for each subsequent occurrence involving unsafely loaded railcars charges. |
| INSPECTIONS OR ADJUSTMENTS | 1.3.4 | $2,750 per railcar minimum |
| PROPER BILLING OF HAZARDOUS MATERIALS | 1.3.5 | $3,000 per railcar |
| RELEASES OF NON-HAZARDOUS MATERIALS (NAR) | 1.3.7 | $2,675 per railcar per event<br>$5,200 Non-accident release charge |
| SAFE RETURN OF EMPTY RAILCARS | 1.3.8 | Per railcar per event |
| CLEANING CARS | 1.3.9 | $360 per railcar minimum |
| FURNISHING CARRIER RAILCARS THAT SUBSEQUENTLY MOVE ON ANOTHER CARRIER | 1.3.10 | $2,800 per Carrier car |
| EXCESSIVE DETENTION OF CARRIER CARS (CARS NOT RELEASED IN 10 DAYS) | 2.1.3 | $130 per car per day |
| EXCESSIVE DETENTION YARD - PVT | 2.2.2 | $50 |
| HOLDING HEAVY DUTY FLAT CAR SHORT OF DESTINATION | 2.3.1 | $520 per car per day |
| OPEN GATE YARD DEMURRAGE | 2.4 | $75 per railcar |
| DEMURRAGE | 2.5 | see page 12 for chart |
| PRIVATE CAR STORAGE | 2.5 | see page 12 for chart |
| SIDETRACK CONTINUATION CHARGE | 3.1.9 | $25,000 0 Annual Carloads<br>$16,000 1-12 Annual Carloads |
| INTRA-PLANT SWITCHING – RSSM | 4.1 | $625 per railcar |
| INTRA-PLANT SWITCHING | 4.1 | $215 per railcar |
| INTRA-DISTRICT SWITCHING | 4.1 | $625 per railcar |

| CHARGE NAME | SECTION | CHARGE AMOUNT |
|---|---|---|
| LOCOMOTIVE SWITCH | 4.1 | $600 per locomotive |
| EXTRA OR SPECIAL SWITCH | 4.1 | $5,200 per occurrence per crew shift |
| SPECIAL TRAIN SERVICE | 5.1.2 | $140 per mile, minimum of $30,000 |
| CANADIAN CUSTOMS HOLDS | 5.2.3 | $2,100 (U.S.) per railcar hold fee |
| BORDER PROTECTION | 5.2.4 | $600 (U.S.) per railcar switch charge |
| U.S. CUSTOMS | 5.2.4 | $600 (U.S.) per railcar |
| U.S. CUSTOMS AND BORDER PROTECTION | 5.2.4 | $200 (U.S.) per railcar for erroneous or incomplete Customs documentation |
| BORDER FEES | 5.2.5 | $25 (U.S.) per railcar for Customs paperwork and processing |
| TURNING CARS | 5.3 | $1,000 per railcar |
| WEIGHING | 5.4 | $200 per railcar - private scales<br>$500 per railcar - railroad scales |
| OVERLOAD | 5.4.3 | $1,200 per overloaded railcar, plus applicable demurrage charges |
| UNIT TRAIN RESERVATION | 5.5.3 | $3,250 - changes made <48 hours notice |
| HOLDING OF TRAIN | 5.5.4 | $11,250 per Unit Train held per Day – non-hazardous cargo<br>$25,000 per Unit Train held per day – regulated, hazardous commodities |
| RECREWING | 5.5.5 | $3,000 per recrew |
| POWER | 5.5.6 | $100 per hour per locomotive |
| PRELIMINARY ENGINEERING REVIEW | 5.6.3 | $2,500 |
| IMPROPER TENDER OF TIH HAZARDS | 5.6.5 | $5,000 |

## INDEX (9.4)


| SECTION | PAGE |
|---|---|
| **GENERAL RULES** | |
| Applicability and Interpretation (1.1.1) | 4 |
| Station Lists and Conditions (1.1.2) | 4 |
| Inclusion of Tariffs, Items, Notes, Rules, etc. (1.1.3) | 4 |
| Force Majeure (1.1.4) | 5 |
| Electronic Information Sharing and Notices (1.1.5) | 5 |
| Charges in U.S. Dollars (1.1.6) | 5 |
| Charges are Cumulative (1.1.7) | 5 |
| Agents (1.1.8) | 5 |
| Terms of Contract Carriage (1.1.9) | 5 |
| Rebilling of Charges (1.1.10) | 5 |
| **SERVICE RULES** | |
| Shipping Instructions (1.2.1) | 6 |
| Line-Haul Transportation Service (1.2.2) | 6 |
| Updates of Universal Machine Language Equipment Register ("UMLER") (1.2.3) | 6 |
| Diversion and Other Changes to Shipping Instructions (1.2.4) | 6 |
| Other Changes to Shipping Instructions (1.2.5) | 7 |
| Late Delivery of Shipping Instructions (1.2.6) | 7 |
| Safe Transportation Of Food (1.2.7) | 7 |
| **EQUIPMENT RULES** | |
| Car Ordering Rules (1.3.1) | 7 |
| Empty Carrier Cars Ordered and Not Used (1.3.2) | 8 |
| Safe Loading of Railcars (1.3.3) | 8 |
| Inspections or Adjustments (1.3.4) | 8 |
| Proper Billing of Hazaradous Materials (1.3.5) | 9 |
| Return Empty Hazmat Cars to Origin (Hazardous Auto-Reverse Program) (1.3.6) | 9 |
| Releases of Non-Hazardous Materials (1.3.7) | 9 |
| Safe Return of Empty Railcars (1.3.8) | 9 |
| Cleaning Requirements for Carrier Cars (1.3.9) | 9 |
| Furnishing Carrier Railcars That Subsequently Move on Another Carrier (1.3.10) | 9 |
| Furnishing Carrier Cars for Switch Movements (1.3.11) | 9 |
| Limitations on Reloading Carrier Cars (1.3.12) | 9 |
| Treatment of Articulated Cars (1.3.13) | 9 |
| Non-CSXT Served Customer Car Orders (1.3.14) | 9 |
| Cars Must Be Loaded to be Unloaded from Either Side (1.3.15) | 9 |
| Excessive Private Railcars (1.3.16) | 10 |
| **RELATIONSHIP WITH OTHER RAIL CARRIERS** | 10 |
| **DEMURRAGE** | |
| Calculating Demurrage (2.1.1) | 11 |
| Reloading and Demurrage (2.1.2) | 11 |
| Additional Charge for Excessive Detention of Carrier Cars (2.1.3) | 12 |
| **PRIVATE CAR STORAGE** | |
| Private Car Storage Charges (2.2.1) | 12 |

| SECTION | PAGE |
|---|---|
| **DEMURRAGE AND PRIVATE CAR STORAGE APPLY TO CARS HELD FOR OTHER PURPOSES** | |
| Holding Heavy Duty Flat Car Detention Charges (2.3.1) | 12 |
| Rates (2.5) | 13 |
| **SIDETRACKS** | |
| Access Right (3.1.1) | 14 |
| Maintenance (3.1.2) | 14 |
| Close Clearances (3.1.3) | 15 |
| Construction (3.1.4) | 15 |
| Emergency Access Right (3.1.5) | 15 |
| Control over Railcars (3.1.6) | 15 |
| Dispatch (3.1.7) | 15 |
| Hazardous Materials (3.1.8) | 16 |
| Continuation Charge (3.1.9) | 16 |
| **TEAM TRACKS** | |
| Rules of Access to Team Tracks (3.2.1) | 16 |
| Prohibited Materials (3.2.2) | 16 |
| Liability at Team Tracks (3.2.3) | 16 |
| **NO RIGHT TO ACCESS CSXT TRACK** | 17 |
| **CONSTRUCTION NEW TRACKS** | 17 |
| Flagging Protective Services (3.4.1) | 17 |
| Insurance Offer (3.4.2) | 17 |
| **CUSTOMER SWITCHING** | |
| Customer Switching Charges (4.1) | 18 |
| Switching Orders (4.2) | 18 |
| Absorption of Reciprocal Switching and Unabsorbed Reciprocal Charges (4.3) | 19 |
| Non-Absorption of Reciprocal Switching (4.4) | 19 |
| **SPECIAL TRAIN SERVICE** | |
| Requesting Special Train Service (5.1.1) | 20 |
| Special Train Service Charges (5.1.2) | 20 |
| Rules for International Shipments (5.2.1) | 21 |
| Customs and Fees at International Borders (5.2.2) | 21 |
| Fees Relating to Canadian Customs Holds (5.2.3) | 21 |
| Fees For U.S. Customs and Border Protection (5.2.4) | 21 |
| Border Fees (5.2.5) | 21 |
| Canada, Payment (5.2.6) | 22 |
| Canada, Customer Switching Charges in Canada (5.2.7) | 22 |
| Mexican Customs Requirements (Carta Porte) (5.2.8) | 22 |
| Turning Cars (5.3) | 22 |
| Weighing (5.4) | 23 |
| Certifying Customer Scales (5.4.1) | 23 |
| Accepting Customer Weights (5.4.2) | 23 |
| Weight Overloads (5.4.3) | 23 |

| SECTION | PAGE |
|---|---|
| Unit Trains (5.5) | 24 |
| Power (5.5.6) | 23 |
| **CLEARANCE FOR NEW TIH MOVEMENTS** | |
| CSXT's Positive Train Control Footprint (5.6.1) | 25 |
| New Origin-Destination Pairs (5.6.2) | 25 |
| Requests for New TIH Service (5.6.3) | 26 |
| PTC Footprint Changes (5.6.4) | 26 |
| Improper Tender of TIH Hazards (5.6.5) | 26 |
| **PAYMENT** | |
| Non-Credit Customers Payment of Charges (6.1.1) | 27 |
| Establishment of Credit and Credit Agreement (6.1.2) | 27 |
| Cancellation of Credit (6.1.3) | 27 |
| Credit Term (6.1.4) | 27 |
| No Set Off of Charges (6.1.5) | 27 |
| Finance Charges (6.1.6) | 27 |
| Late Payments (6.1.7) | 28 |
| Usury Law Compliance (6.1.8) | 28 |
| Collection Costs (6.1.9) | 28 |
| Dispute Procedures (6.2) | 28 |
| Overcharge Claims (6.3) | 28 |
| Cash Application (6.4) | 28 |
| **CLAIMS FOR DAMAGE TO, OR DELAY OR LOSS OF, FREIGHT** | |
| General Carmack Amendment Protections (7.1.1) | 29 |
| Declared Value Protections (7.1.2) | 29 |
| Limitation and Waiver (7.1.3.) | 29 |
| Alternative Approach to Damage, Delay, and Loss Claims (7.2) | 29 |
| Time Limits for Filing Claims and Lawsuits (7.3) | 29 |
| Mitigation of Damages; Set off (7.4) | 29 |
| Right to Sell Abandoned, Refused, or Unclaimed Property (7.5) | 30 |
| Cargo Seals (7.6) | 30 |
| Improper Loading (7.7.1) | 30 |
| Bill of Lading (7.7.2) | 30 |
| Special and Consequential Damages (7.8) | 31 |
| Additional Limitations for Shipments Through Mexico (7.9) | 31 |
| Special Limitations for Shipments of Vehicles (7.10) | 31 |

| SECTION | PAGE |
|---|---|
| **RAIL-TO-RAIL BILLING** | |
| Intermediate Switching Services (8.1) | 32 |
| Reciprocal Switching Services (8.2) | 32 |
| Reciprocal Switching Charges Application (8.2.1) | 32 |
| Reciprocal Switching Exceptions (8.2.2) | 32 |
| Restricted Reciprocal Switching (8.2.3) | 33 |
| Interchange Error Movements (8.3) | 33 |
| Railroad SCAC Codes (8.4) | 33 |
| Interchange of Intermodal Railcars with Containers Bound for Multiple Terminals (8.5) | 33 |
| **APPENDIX** | |
| Reciprocal Switching in Canada (9.1) | 34 |
| Interchange Error Movements (9.2) | 35 |
| Glossary (9.3) | 38 |
| Quick List of Charges (9.3.1) | 40 |

# THANK YOU FOR CHOOSING CSX AS YOUR TRANSPORTATION PARTNER.

If you have any questions about the terms and conditions, or about anything related to CSX, please contact: 1-877-ShipCSX (1-877-744-7279).

**For more information, please visit csx.com**