PINSLY RAILROAD COMPANY, LLC

PINSLY 8100
FREIGHT TARIFF

FOR GENERAL RULES & CONDITONS
OF CARRIAGE
DEMURRAGE, STORAGE, ACCESSORIAL
AND
SWITCHING TARIFF

APPLICABLE ON EXPORT, IMPORT, INTERSTATE, AND INTRASTATE TRAFFIC

ISSUED: October 20, 2026 **EFFECTIVE**: November 10, 2026

The Pinsly 8100 Tariff-series supersedes and replaces in its entirety the prior published versions, including all or portions of the following tariffs: KBSR 399-1B-series GRYR Tariff 8008-series, PVRR Tariff 8000-series, HRR 2023 Tariff-series

Applying at all Pinsly Railroad stations in the United States

ISSUED BY:
Pinsly Railroad Company, LLC
245 Riverside Ave., Suite 250
Jacksonville, FL 32202

SUBSCRIBING CARRIERS:

Logo	Railroad Name	SCAC	Operating Office Address
	Camp Chase Rail, LLC	CAMY	436 Georgesville Rd Columbus, OH 43228
	Chesapeake and Indiana Railroad Company, LLC	CKIN	320 Evergreen Street LaCrosse, IN 43648
	Florida Gulf & Atlantic Railroad, LLC	FGA	245 Riverside Ave., Suite 250 Jacksonville, FL 32202
	Georgiana & Andalusia Railroad, LLC	GAR	208 Tucker Street Andalusia, AL 36420
	Grenada Railroad, LLC	GRYR	643 First Street Grenada, MS 38901
	Hondo Railway, LLC	HRR	10003 NW Military Hwy, Suite 2213 San Antonio, TX 78231
	Kankakee, Beaverville and Southern Railroad Company, LLC	KBSR	2347 North US Hwy Route 52 Iroquois, IL 60945
	North Florida Industrial Railroad, LLC	NFL	245 Riverside Ave., Suite 250 Jacksonville, FL 32202
	Pioneer Valley Railroad Company, LLC	PVRR	90 North Elm St Westfield, MA 01085
	Vermilion Valley Railroad Company LLC	VVRR	3401 Lynch Creek Road Danville, IL 61834

TABLE A - ADMINISTRATIVE CONTACT INFORMATION

www.pinsly.com

SCAC	Customer Service Center	Accounts Receivable	Accounts Payable
CAMY	CAMY-CSC@pinsly.com	CAMY-AR@pinsly.com	AP@pinsly.com
CKIN	CKIN-CSC@pinsly.com	CKIN-AR@pinsly.com	AP@pinsly.com
FGA	FGA-CSC@pinsly.com	FGA-AR@pinsly.com	AP@pinsly.com
GAR	GAR-CSC@pinsly.com	GAR-AR@pinsly.com	AP@pinsly.com
GRYR	GRYR-CSC@pinsly.com	GRYR-AR@pinsly.com	AP@pinsly.com
HRR	HRR-CSC@pinsly.com	HRR-AR@pinsly.com	AP@pinsly.com
KBSR	KBSR-CSC@pinsly.com	KBSR-AR@pinsly.com	AP@pinsly.com
NFL	NFL-CSC@pinsly.com	NFL-AR@pinsly.com	AP@pinsly.com
PVRR	PVRR-CSC@pinsly.com	PVRR-AR@pinsly.com	AP@pinsly.com
VVRR	VVRR-CSC@pinsly.com	VVRR-AR@pinsly.com	AP@pinsly.com

TABLE B - WEIGHT/DIMENSION RESTRICTIONS

Railroad	Track	Milepost	to	Milepost	MAX GWOR*	Dimension
CAMY	Main	141.4		156.5	286K	PLATE H
CKIN	Wellsboro	15.3		0.5	286K	PLATE H
CKIN	Malden	218.0		230.8	286K	PLATE H
FGA	Tallahassee Subdivision	SP 653.3		SP 842.5	286K	PLATE H
FGA	P&A Subdivision	OOK 651.0		OOK 810.7	286K	PLATE H
FGA	Bainbridge Subdivision	SLC 52.0		SLC 79.0	286K	PLATE H
GAR	All Tracks	-		-	263K	PLATE F
GRYR	Grenada Subdivision	403.0		704.2	286K	PLATE F
GRYR	Water Valley Subdivision	614.2		603.5	200K	PLATE F
HRR	All Tracks	-		-	286K	PLATE H
KBSR	Danville Subdivision	2		7.2	Out of Service	PLATE F
KBSR	Boswell Subdivision	5		6	263K	PLATE F
KBSR	Danville Subdivision	33		54	263K	PLATE F
KBSR	Free Line	4		5	263K	PLATE F
KBSR	All Other Tracks				286K	PLATE F
NFL	All Tracks	-		-	286K	PLATE F
PVRR	All Tracks	-		-	286K	PLATE F
VVRR	Main	2.8		5.5	286K	PLATE H

** GWOR = Gross Weight On Rail (Railcar Tare Weight + Lading Weight)*

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PINSLY RAILROAD COMPANY

SECTION 1: GENERAL RULES AND PROVISIONS

GOVERNING TARIFFS: This tariff is governed, except as otherwise provided by the following. References to specific publications herein include successor publications.

- OPSL (Official Railroad Station List) 6000-Series
- STCC (Standard Transportation Commodity Code) 6001-Series
- UFC (Uniform Freight Classification) 6000-Series
- BOE (Bureau of Explosives) 6000-Series
- Official Railway Equipment Register RER 6412 Series
- Pinsly Railroad Company 8000 Series

ITEM 1010 REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

Current and pending versions of this publication can be found at www.pinsly.com. All Customers shipping with a Pinsly Railroad Subscribing Carrier should review all the publications posted on the website before tendering freight to or from the Subscribing Carrier. Revisions to the publications will be made from time to time by supplement or reissuing the publications in their entirety.

ITEM 1020 CHANGE IN PROVISIONS

Pinsly Railroad Company reserves the right to change the provisions of this publication at any time provided; however, any such change shall be effective only with regard to any transportation services provided under the publication for freight tendered after the effective date of the changes.

ITEM 1030 CURRENCY

Charges published herein are stated in United States Dollars.

ITEM 1040 CHARGES HEREIN SUBJECT TO INCREASE

Charges published herein are subject to increase by republication.

ITEM 1050 TERM SUBSCRIBING CARRIER

The term “Subscribing Carrier” means Carriers that are party to this tariff.

ITEM 1060 RAILCAR DEMURRAGE RULES AND REGULATIONS

All cars handled under this tariff will be subject to demurrage rules and charges. See Section 4: Demurrage and Storage provisions.

ITEM 1070 TIME OF HISTORICAL RECORD

Due to the recurrent changes of car statuses and inventory levels throughout each day, it is necessary to document inventory at a single, specific time each day. The Pinsly Railroad Transportation Management System is scheduled to measure and document all inventory at 06:00 EST each day. This historical inventory will be the official record and be used for invoice calculations.

ITEM 1080 TRANSPORTATION

Railroad agrees to transport shipments with reasonable dispatch. Railroad does not guarantee rail service within any particular time frame. Bunching and Run Around will not be considered railroad error, and no allowance will be made.

ITEM 1085 FURNISHING RAILCARS

Subscribing Carrier will not undertake furnishing cars of any particular type, size, or dimension when to be used in intra-plant, intra-terminal, or inter-terminal switching.

ITEM 1090 LOSS AND DAMAGE LIABILITY OF SUBSCRIBING CARRIERS

Subsection 1090-A Equipment Liability

The Subscribing Carrier shall be liable for claims resulting in loss or damage to Shipper's equipment only if the Subscribing Carrier's negligence is shown by the claimant to be the direct cause of the loss or damage.

Subsection 1090-B Claims for Damage to, Delay of, or Loss of, Freight

- *Subsection 1090-B-1* *Carmack Amendment protections*

  The Subscribing Carrier offers Carmack Amendment protection tailored to the commodity and route over which a Shipper is asking Subscribing Carrier to transport its freight. If desired, please contact your Subscribing Carrier Sales representative to receive a specific rate quote with Carmack Amendment protection. If Carmack Amendment protection is desired for a shipment that extends beyond the Subscribing Carrier's 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).

  Any Shipper that wants Subscribing Carrier to assume liability for damages up to a declared value of the goods being shipped without requesting a tailored rate quote pursuant to the foregoing paragraph must send an email to the Customer Service Center at the Subscribing Carrier (see Table A-Administrative Contact Information), before tendering the goods to Subscribing Carrier, that includes:

  1) A statement declaring the election of Carmack Amendment protection and the declared value of the shipment.

  2) Acknowledgement that the Carmack Premium, as defined below, will be added to their invoices, or billed to them separately. The Shipper must also provide railcar and waybill numbers for each affected railcar to the Customer Service Center at the Subscribing Carrier (see Table A-Administrative Contact Information) as soon as reasonably possible.

     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. The Subscribing Carrier's liability for damage to, or delay or loss of, goods in transit under this Subsection 1090-B-1 shall not exceed, and is limited to, the lesser of the actual value of the goods or the declared value. In the absence of an election by Shipper under Subsection 1090-B-1 above, Carmack Amendment protection is waived, and the provisions of 1090-B-2 below shall apply.

- *Subsection 1090-B-2* *Alternative Approach for Damage to, Delay of, or Loss of, Freight*

  If the Shipper does not elect Carmack Amendment protections as set forth in ITEM 1090-B-1 above, the Subscribing Carrier will assume liability for freight claims subject to the following limitations:

  1) Subscribing Carrier's minimum claim for loss or damage to freight is $500.

  2) Subscribing Carrier's maximum liability for loss of or damage to the freight is the lowest of (i) its original cost; (ii) the cost of replacement; or (iii) $25,000 per rail car; provided, however, any liability of Subscribing Carrier for damaged cargo shall be reduced by the amount of any net salvage proceeds received by Shipper for such cargo.

  3) Subscribing Carrier's liability for shortage of goods shall be conditioned upon evidence of unauthorized entry into the rail car while the same is in the possession of the Subscribing Carrier.

  4) Subscribing Carrier will not be liable for loss, damage, or delay to lading caused by an Act of God, a public enemy, the authority of the law, labor strikes, acts of civil disobedience, the inherent nature or

character of the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the lading is not in the actual physical custody and control of the Subscribing Carrier.

5) Shipper acknowledges and accepts the inherent tendency of perishable goods to deteriorate or decay. Subscribing Carrier is not liable for the decline of goods as is reasonably expected to occur while enroute. Subscribing Carrier is not liable for the decline of goods attributable to disease or decay within the goods when loaded.

6) Subscribing Carrier shall not be responsible for loss or damage to the freight or shipments originating or terminating outside the United States when the location at which damage occurred is unknown.

7) A claimant must mitigate its damage by acceptance of damaged or remaining cargo and may not abandon damaged or remaining goods to the Subscribing Carrier unless the damaged or remaining lading retains no value. Product that is abandoned in an undamaged condition will be sold and the salvage proceeds only, less salvage expenses, will be remitted to the owner.

8) Shipper is responsible for proper and lawful packaging, loading, stacking, blocking, bracing and ventilation of the cargo. Shifting of a load enroute is, of itself, not evidence of Subscribing Carrier's mishandling.

9) Shipper is responsible for loading only cars suitable for Shipper's cargo.

10) Individual pricing documents may contain different limits which take precedence over these terms.

Subject to the limitations in this section, and the remaining provisions of the PINSLY 8100 Tariff, claims for damage to, or delay or loss of, any commodity transported by Subscribing Carrier is governed in all other respects by the provisions of the Carmack Amendment and Title 49 of the Code of Federal Regulations Part 1005.

Subsection 1090-C General Liability Provisions

- There shall be no presumption of Subscribing Carrier's fault for the loss, damage, or delay of cargo. The burden of proof to establish the culpability of the Subscribing Carrier is upon the claimant. Subscribing Carrier is not liable for any loss, damage, or delay of cargo, except where Subscribing Carrier's intentional act or omission, gross negligence or simple negligence is the direct or proximate cause of the injury. If Subscribing Carrier's act or omission is not the sole cause of the injury but contributes to the loss, damage or delay to the cargo, the Subscribing Carrier will be liable only for that portion of the injury as corresponds to its comparative culpability.

- Under no circumstances will the Subscribing Carrier be liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, nor shall the Subscribing Carrier be liable for punitive damages or attorney fees.

- Subscribing Carrier agrees to transport shipments with reasonable dispatch. Subscribing Carrier does not guarantee rail service within any particular time frame.

- In the absence of an election by Shipper under Subsection 1090-B-1 above, Subscribing Carrier's maximum liability for cargo is the lowest of (i) its original cost, (ii) the cost of replacement, or (iii) $25,000 per rail car; provided, however, any liability of Subscribing Carrier for damaged cargo shall be reduced by the amount of any net salvage proceeds received by Shipper for such cargo.

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

- Any claim for loss or damage shall be filed within **six (6)** months of the date the shipment was delivered, or in the case of failure to make delivery, then within **six (6)** months after a reasonable time for delivery. Any lawsuit or other action for the enforcement or liability for loss or damage must be instituted within two years after the railroad first declines the claim.

Subsection 1090-D Claim Filing Provisions

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

- Failure of the Subscribing Carrier to inspect the cargo will not constitute an admission of liability by the Subscribing Carrier or alter the burden of proof on the claimant to establish the liability of the Subscribing Carrier.

- If the location of the loss, damage, or delay to the cargo is known to the claimant, the claim must be filed with that rail carrier on whose line the damage occurred.

- A claim must be in writing and must include documentation identifying the rail shipment, including the following information:

    1) Date of claim filing
    2) Subscribing Carrier's identification
    3) Railcar initial and number
    4) Shipper's/consignor's name, address, contact and telephone number
    5) Consignee's/receiver's name, address, contact and telephone number
    6) Commodity
    7) Loading date
    8) Shipping date
    9) Bill of Lading
    10) Invoice or Manufacturing Costs of commodity
    11) Freight Bill(s)
    12) Description of damage or loss including pictures of equipment or product being claimed
    13) Demand for payment of a specific amount, with a statement of the formula or basis on which the damages are calculated, plus evidence in support of the calculation.
    14) Any additional information as requested by Subscribing Carrier to verify claim

- The freight claim form can be found at https://pinsly.com/services/freight-rail-service/

- Claims should be sent via email to the Customer Service Center at the Subscribing Carrier (see Table A-Administrative Contact Information)

ITEM 1095 PREPAY REQUIREMENTS AND STATION CONDITIONS

For additions and abandonments of stations, and except as otherwise stated herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities, when a station is abandoned as of a date specified in the Governing Tariffs section herein, the rates from and to such station as published is inapplicable on and after that date.

SECTION 2: CREDIT TERMS, PAYMENT TERMS, AND SECURITY DEPOSIT

ITEM 2010 APPLICATION FOR CREDIT

All Consignors, Consignees or Agents thereof conducting business with Subscribing Carrier, or on a Subscribing Carrier's property, will be required to apply for credit with the Subscribing Carrier. The application for credit can be found at: https://pinsly.com/services/freight-rail-service/. Completed applications should be sent via email to the Accounts Receivable Department at the Subscribing Carrier (see Table A-Administrative Contact Information)

ITEM 2020 EXTENSION OF CREDIT

Acceptance by Subscribing Carrier of a tender of a shipment by Shipper does not constitute the extension of credit by Subscribing Carrier to Shipper or to a party responsible for payment of Subscribing Carrier's freight charges. Credit shall only be extended through the Credit Department of Subscribing Carrier.

Subscribing Carriers reserve the right and sole discretion to establish, not establish, maintain or revoke credit provisions for any Shipper. If Subscribing Carrier extends credit, it is granted only as a convenience to the Shipper or Payor and may be revoked by Subscribing Carrier at any time as to any shipment (including that in transit) without notice by Subscribing Carrier.

In the event of a revocation of credit affecting any cars in transit, Shipper or Payor must either pay all charges for the cars in transit or make provisions for payment, satisfactory to Subscribing Carrier, before the cars will be delivered.

Any changes in Shipper's or Payor's ownership or financial condition which materially will affect Shipper's financial standing must be reported to Subscribing Carrier's Credit Department via email to the Accounts Receivable Department at the Subscribing Carrier (see Table A-Administrative Contact Information).

ITEM 2030 PAYMENT AND CREDIT TERMS

If your organization has been extended credit, payment terms are **Net 15 days** from the invoice date unless otherwise stated. All accounts exceeding **sixty (60)** days past the initial statement date will be put on hold until payments are made to bring the account current, and your credit privileges will be negatively impacted. These terms are for all freight, switching, diversions, rebills, extra train charges, storage, demurrage, car repair, car hire, car cleaning, fuel surcharge, and weighing. Where credit has not been extended to Shipper or Payor, payment of transportation charges must be made to Subscribing Carrier in advance.

Invoices will be emailed. Arrangements can be made to mail invoices for those that prefer. If you receive an invoice that you believe to be inaccurate, please contact our Finance and Accounting Department. Invoices are to be entered for dispute, in writing within **thirty (30)** days of receipt. If payment of the invoice comes due prior to the problem being resolved, please do not withhold payment. Pay the portion of the invoice that is not in the dispute and include a note detailing the portion that you believe to be in error. This will help ensure your account will not be considered past due for the amounts that are in dispute. Payment of an amount that is less than stated on a Subscribing Carrier invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary on the Payor's remittance.

If Subscribing Carrier, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and Subscribing Carrier is successful in collecting such charges, Payor shall reimburse Subscribing Carrier for all reasonable costs of collection, including but not limited to reasonable collection agency fees and reasonable attorney's fees.

Finance Charges will be assessed on all balances exceeding **thirty (30)** days from the invoice date. The finance charge is calculated at 1.5% monthly of the outstanding balance not to exceed an annual percentage rate of 18%, or the maximum permitted by law, whichever is greater. All uncollectable accounts will be referred to collection agencies.

Payments made via wire transfer will be subject to a $25 wiring fee.
Payments made via credit card are subject to a processing fee.

Our check return policy is to charge a $35 administrative fee for each check returned from the customer's financial institution, plus any charges assessed by our bank.

ITEM 2040 SECURITY DEPOSITS

A security deposit to ensure payment of any accessorial charges and /or surcharges that may accrue will be required from every Consignor, Consignee, or agent thereof who:

A. Is not on the Subscribing Carrier's credit list, or has had their credit suspended by Subscribing Carrier, and

B. Fails to pay freight charges, accessorial charges and/or surcharges after specific written demand to this tariff provision.

A deposit must be paid by wire transfer before any freight car is delivered to such Consignor, Consignee, or agent thereof for Loading or Unloading. A deposit on one unit of equipment is not transferable to another. A deposit for each car shall be in the minimum amount of five hundred dollars ($500.00).

In the case of a Consignor, Consignee or agent thereof receiving multiple carloads for Loading or Unloading, the total amount required to be deposited shall not exceed the lesser of the amount of existing past accessorial charges accrued by the Consignor, Consignee, or agent thereof due or $25,000.

ITEM 2050 BILLING DISPUTES

In the event that a Payor disputes any charges incurred on an invoice, the following procedures must be applied:

A. The dispute must be specific in nature, applying to a specific car or groups of cars, related to time of actual or constructive placement, release or application of the rules contained in this Tariff.

B. The dispute must be submitted via email to the Accounts Receivable and Customer Service Departments at the Subscribing Carrier (see Table A - Administrative Contact Information)

C. The dispute must be submitted within **thirty (30)** calendar days from the date of the bill. If a dispute is not received within this time, the bill will be considered correct and must be paid.

D. Customer must pay the undisputed amount at the time the dispute is filed, according to normal bill payment procedures.

E. Amounts in dispute will not be considered past due until **fifteen (15)** days after the dispute resolution is concluded by Subscribing Carrier

SECTION 3: SWITCHING AND ACCESSORIAL PROVISIONS

ACCESSORIAL CHARGES REFERENCE GUIDE (Page #1 of 2)

Item #	Description	Charge	UOM	Notes
2040	Security deposit	$500	per car	MINIMUM
4XXX	Demurrage Program and Schedule of Charges			See Section 4
3010	Intra-Plant Switching	$300	per car	
3020	Intra-Terminal Switching	$600	per car	
3030	Inter-Terminal Switching	$900	per car	
3040	Intermediate Switching	**	per car	** Consult Sales & Marketing
3050	Re-spotting / Incidental Switch	$300	per car	
3060	Special Placement Request	$150	per car	
3070	Stand by Switching	$400	per hour	
3080	SPECIAL SWITCHING SERVICE	SEE BELOW		
	• Special service when the crew is NOT used exclusively to perform the service of the requesting customer	$2,000	per event	MINIMUM for first four (4) hours; $375 for each additional hour
	• Special service when the crew IS provided for the exclusive use of the requesting customer	$3,500	per event	MINIMUM for first four (4) hours; $500 for each additional hour
	• Additional Locomotive for Special Service	$750	per loco	
	• Special Service Cancellation Fee	$750	per event	
3100	Railcar ordered by specific number (Cherry Picking)	$450	per car	
3110	Closing or opening doors on railcars	$300	per car	
3120	Turning of railcars	$500	per car	
3130	WEIGHING OF RAILCARS	SEE BELOW		
	• Private Scale	$250	per car	
	• Railroad Scale	$500	per car	
3140	IDLER OR BUFFER CARS	SEE BELOW		
	• Privately owned/leased equipment	$1,000	per car	
	• Railroad owned/leased equipment	$1,500	per car	
3150	Caboose	$2,500	per car	
3160	Movement of Non-Revenue Empty Railcars	$600	per car	
3170	Movement of Locomotives	**		** Consult Sales & Marketing
3180	Dimensional Load charges	**		** Consult Sales & Marketing
3190	FLAGGING SERVICES	SEE BELOW		
	• Weekdays (M-F)	$1,800	per event	MINIMUM for first eight (8) hours; $275 for each additional hour
	• Saturdays	$2,200	per event	MINIMUM for first eight (8) hours; $350 for each additional hour
	• Sundays or Holidays	$2,800	per event	MINIMUM for up to eight (8) hours
	• Weekdays (M-Th) – GRYR	$2,250	per event	MINIMUM for first ten (10) hours; $275 for each additional hour
	• Fridays & Saturdays – GRYR	$2,200	per event	MINIMUM for first eight (8) hours; $350 for each additional hour
	• Sundays or Holidays - GRYR	$2,800	per event	MINIMUM for up to eight (8) hours

ACCESSORIAL CHARGES REFERENCE GUIDE (Page #2 of 2)

Item #	Description	Charge	UOM	Notes
3200	Empty railcars ordered and not used	$600	per car	
3210	Empty railcars ordered, cancelled enroute	$300	per car	
3220	Railcar ordered and rejected by Customer	**		** Consult Sales & Marketing
3230	Freight refused or returned	$1,000	per car	
3240	Railcars released, not ready to pull	$300	per car	
3250	Railcar requested, unable to place	$300	per car	
3260	Railcar released empty but still loaded	$150	per car	
3270	Railcar released loaded but still empty	$150	per car	
3280	Equipment misuse charge	$500	per car	
3290	Failure to deliver load to Carrier supplying railcar	$750	per car	
3300	Railcars returned by connecting Carrier; Customer error	$1,000	per car	
3310	Unit train unable to be received by Customer	$10,000	per day	Per Train
3315	Railcars unable to be received at interchange; foreign line	$5,000	per day	Per Event
3400	Railcar not properly placarded	$400	per car	
3400	Subscribing Carrier applies placard at Customers request	$100	per car	
3410	Railcar overloaded	$1,000	per car	
3420	Railcar improperly or unsafely loaded	$1,000	per car	
3430	Release/leaking of Non-Hazardous materials from railcar	$2,000	per car	
3440	Release/leaking of Hazardous materials from railcar	$15,000	per car	
3450	Railcars derailed or damaged by Customer	$1,500	per car	
3460	Railcar released in unclean condition	$300	per car	
3500	Late delivery of shipping instructions	$300	per car	
3510	Incomplete Bill of Lading Information	$100	per car	
3520	Changes to shipping instructions from Customer	$150	per car	
3530	Diversion / Reconsignment	$500	per car	
3540	Manual release of empty railcars	$150	per car	
3550	Manual entry of shipping instructions	$150	per car	
3560	Holding of Railcars	$200	per car	
3600	Railcars received in error from connecting Carrier	$500	per car	
3610	Railcars received at interchange without proper billing	$500	per car	
3620	Improper railcars furnished by connecting Carrier	$500	per car	
3630	Empty railcars not ordered from connecting Carrier	$500	per car	
3700	Maintenance Fee for Industrial Switch Connections	$2,500	per year	

ITEM 3010 INTRA-PLANT SWITCHING

A switching movement of a railcar (loaded or empty) from one track to another track, or between two points on the same track, within the confines of a single Customer industry will be charged accordingly.

ITEM 3020 INTRA-TERMINAL SWITCHING

A switching movement of a railcar (loaded or empty; other than Intra-Plant Switching), from one track to another track of the same Carrier when both the origin and destination tracks are within the limits of a given terminal or industrial switching district will be charged accordingly.

ITEM 3030 INTER-TERMINAL SWITCHING

A switching movement of a railcar (loaded or empty; other than Intra-Plant and Intra-Terminal Switching), from one track to another track of the same Carrier when both the origin and destination tracks are NOT within the limits of a given terminal or industrial switching district will be charged accordingly.

ITEM 3040 INTERMEDIATE SWITCHING

A switching movement of a railcar (loaded or empty), from the interchange track of one connecting Carrier to the interchange track of another connecting Carrier where the performing Carrier neither originates nor terminates the shipment nor receives line haul revenue on the shipment. For pricing, please contact Sales & Marketing Manager for the Subscribing Carrier.

ITEM 3050 RESPOTTING / INCIDENTAL SWITCH

When railcars placed by Subscribing Carrier at the assigned location for loading or unloading and are released as loaded or empty and moved by Subscribing Carrier away from the assigned location and then require respotting at the assigned location, this charge will apply. Other accessorial charges such as Demurrage may also apply retroactively beginning with the date & time of Actual or Constructive Placement.

ITEM 3060 SPECIAL PLACEMENT REQUEST

Any handling and/or placement instructions requested of Subscribing Carrier that are outside of or beyond normal placement requirements, such as railcars requested to be spotted in a specific order or at specific spots on the Customer's Industry tracks will be charged accordingly.

ITEM 3070 STAND BY SWITCHING

When the Subscribing Carrier's locomotive and crew are held at the request of an industry or Shipper's agent, or when the locomotive and crew are delayed by an industry or Shipper's agent within the confines of the industry or immediately adjacent thereto, this charge will apply. Rate charged will be rounded up to the next full hour. Additional accessorial charges may also apply.

ITEM 3080 SPECIAL SWITCHING SERVICE

A switching service that cannot be handled in regular train operations for reasons including, but not limited to, excess dimensions, excess weight, expedited service required, or service requested during non-operating hours will be charged accordingly. These charges will be in addition to other charges applicable to the movement including, but not limited to, freight charges, fuel surcharge, and demurrage.

Special service requests must be submitted in writing via email to Subscribing Carrier at least forty-eight (48) hours prior to the requested service date. Special Service may be provided when Subscribing Carrier determines that sufficient locomotives and crews are available to provide such services during prescribed scheduled operating and switching times.

The time expended in special service shall be the time the locomotive and crew arrive at their duty location until the time the crew returns to their off-duty location. If special train service is cancelled less than 24 hours prior to the planned crew on duty time, a cancellation fee may apply.

ITEM 3100 RAILCAR ORDERED BY SPECIFIC NUMBER (CHERRY PICKING)

In the event that a Customer requests specific cars by car initial and car number to be pulled from among a larger group of cars instead of the cars most easily accessible by the Carrier, this charge will apply.

ITEM 3110 CLOSING OR OPENING DOORS ON RAILCARS

Loaded cars will not be moved unless all doors, hatches, outlet gate doors on covered hoppers, gates and tie-down devices are secured. On empty or loaded cars, when it becomes necessary for the Subscribing Carrier or their contractor, to close or open doors, hatches, gates, outlet gate doors on covered hoppers, or secure tie-down devices, charges will be assessed against the customer releasing said cars. This service is provided at the convenience and discretion of the Subscribing Carrier. Additional accessorial charge may also apply.

ITEM 3120 TURNING OF RAILCARS

If it becomes necessary to turn a railcar in order that the railcar car may be unloaded or loaded, this charge will apply. Additional charges such as switch fees or line haul freight charges may also apply based on the scope of work required to turn the railcar. These requests should be made in writing to the Subscribing Carrier's Customer Service Group (See Table A-Administrative Contact Information). This service is provided at the convenience and discretion of the Subscribing Carrier; not all Subscribing Carriers have the capability to perform this service.

ITEM 3130 WEIGHING OF RAILCARS

Charges as noted will be assessed to Customers requesting that a railcar be weighed. Additional charges such as switch fees or line haul freight charges may apply based on the scope of work required to weigh the railcar. These requests should be made in writing to the Subscribing Carrier's Customer Service Group. This service is provided at the convenience and discretion of the Subscribing Carrier; not all Subscribing Carriers have the capability to perform this service.

ITEM 3140 IDLER OR BUFFER CARS

When empty railcars are utilized to protect overhanging loads or are placed between locomotives and/or other railcars as required by Safety or Federal Regulations, the charges as noted will apply.

ITEM 3150 CABOOSE

A Customer requiring the use of this this type of railcar to accompany a specialized shipment will be charged accordingly. Additional requirements may apply to the Customer's agents accompanying the caboose.

ITEM 3160 MOVEMENT OF NON-REVENUE EMPTY RAILCARS

If an empty movement of the railcar is not immediately preceded by a loaded revenue movement or if an empty railcar is not returned to its original interchange station at Customer's request, this charge will apply.
This provision will apply to all types of railcars, including tank cars. Subscribing Carrier will not be responsible for the payment of any per diem or mileage charges, nor will Subscribing Carrier absorb any switch charges. This rate will apply only to the movement of cars in regularly scheduled train service.

If the original shipment included the use of Shipper's racks, crates, bins, etc. or other dunnage that is desired to be returned to origin, the movement of this railcar may be deemed as a loaded movement with line-haul charges assessed accordingly or considered a non-empty revenue shipment whereas these charges may apply.

ITEM 3170 MOVEMENT OF LOCOMOTIVES

The movement of privately owned, leased or foreign line locomotives moving point to point over the Subscribing Carrier Road will be assessed a line haul freight charge to be determined by the Sales & Marketing Manager for the Subscribing Carrier.

Customers should contact Subscribing Carrier prior to the proposed movement of the locomotive to confirm pricing and any other special arrangements required. The standard pricing provided will be contingent on locomotive moving on its own wheels in regular Subscribing Carrier train service. Subscribing Carrier will not absorb any switching charges applicable to shipments of locomotives.

All privately owned, leased or foreign locomotives are subject to a joint inspection at interchange by both the Subscribing Carrier mechanical personnel and connecting Carrier mechanical personnel. Any locomotives that fail inspection will be rejected at interchange. Subscribing Carrier Road will assume no liability while moving locomotives.

ITEM 3180 DIMENSIONAL LOAD CHARGES

There will be special charges associated with Dimensional shipments. Customers should contact the Sales & Marketing Manager for the Subscribing Carrier prior to the proposed movement to confirm pricing and any other special arrangements or accessorial charges required, such as Idler/Buffer car or Special Switching Service. See Section 7-High-Wide and Heavy Clearance Procedures for information for moving high/wide or heavy shipments via Subscribing Carrier. All Clearance Requirements must be met before shipment arrives on the Subscribing Carrier.

ITEM 3190 FLAGGING SERVICES

When Flagging services are required, this charge will apply. Flagging is typically required when work involving people, vehicles, or equipment will take place within 50' of active rail lines or if equipment being utilized and reach within 50' of the tracks.

ITEM 3200 EMPTY RAILCARS ORDERED AND NOT USED

If an order is placed for empty railcars for loading and the service of Constructive or Actual Placement has been performed and the railcars are subsequently released back to the Subscribing Carrier without being loaded and billed, this charge will be assessed to the party ordering the equipment. Additional accessorial charges may also apply, including charges levied against Subscribing Carrier by supplying Carrier.

ITEM 3210 EMPTY RAILCARS ORDERED, CANCELLED EN ROUTE

If Subscribing Carrier has placed a railcar order on behalf of the customer and instructions are received by Subscribing Carrier to cancel the car order while railcars are in route but have not yet been Constructively or Actually placed, a charge will be assessed to the party ordering the equipment. Additional accessorial charges may also apply, including charges levied against Subscribing Carrier by supplying Carrier.

ITEM 3220 RAILCARS ORDERED AND REJECTED BY CUSTOMER

Empty railcars rejected as unsuitable for loading and loaded railcars refused at destination without being unloaded are allowed one (1) day of free time for inspection and release. Customers choosing to keep said railcars beyond that time will be billed per the Demurrage Provisions outlined in Section 4-Demurrage and Storage Provisions.

ITEM 3230 FREIGHT REFUSED OR RETURNED

Loaded railcars with accurate billing and moved with reasonable dispatch are expected to be received and unloaded by the Customer. Customers who refuse delivery of loaded railcar or reject the loaded railcar during or after it has been placed at the Customers facility will be assessed a charge. Additional accessorial charges such as Demurrage and Respotting/Incidental Switch may also apply.

ITEM 3240 RAILCAR RELEASED, NOT AVAILABLE TO PULL

When a customer releases an empty or loaded railcar and it is determined upon arrival that the railcars cannot be pulled by railroad because of conditions attributable to the Consignor, Loader, Consignee, Care-of-Party, or Unloader, this charge will be assessed. Additional accessorial charges may also apply.

ITEM 3250 RAILCAR REQUESTED, UNABLE TO PLACE

When a customer requests an empty or loaded car to be spotted and it is determined upon arrival that the railcars cannot be spotted by railroad because of conditions attributable to the Consignor, Loader, Consignee, Care-of-Party, or Unloader, this charge will be assessed. Additional accessorial charges may also apply.

ITEM 3260 RAILCAR RELEASED EMPTY BUT STILL LOADED

If a car is released empty and found to be loaded, a charge will be assessed. Additional accessorial charges, such as Respotting/Incidental Switch, may also apply.

ITEM 3270 RAILCAR RELEASED LOADED BUT STILL EMPTY

If a car is released loaded and found to be empty, a charge will be assessed. Additional accessorial charges, such as Respotting/Incidental Switch, may also apply.

ITEM 3280 EQUIPMENT MISUSE CHARGE

If any Shipper reloads a Subscribing Carrier's controlled freight car off-line without prior written or verbal consent from a representative of the Subscribing Carrier, this charge will be assessed against that shipper.

ITEM 3290 FAILURE TO DELIVER LOAD TO CARRIER SUPPLYING RAILCAR

If a car order is placed by the Customer that requires the use of a foreign railroad owned or leased railcar and the Customer ships the loaded car via another railroad other than the foreign carrier that supplied the railcar, this charge will apply, in addition to any charges assessed by the foreign carrier to the Subscribing Carrier.

ITEM 3300 RAILCARS RETURNED BY CONNECTING CARRIER; CUSTOMER ERROR

When a connecting Carrier returns a railcar due to Customer error, such as incomplete billing, load shifting, partially loaded railcars, a charge will be assessed. Additional accessorial charges, such as Switching or Demurrage, or Holding of Railcar Charges, may apply in order to remedy the specific situation.

ITEM 3310 UNIT TRAIN UNABLE TO BE RECEIVED BY CUSTOMER

Loaded or empty unit trains that cannot be received by Customer on Customer's tracks due to lack of Customer track space or Customer inability will be charged this daily fee per train, per day starting at midnight on day of train arrival at destination.

ITEM 3315 RAILCARS UNABLE TO BE RECEIVED AT INTERCHANGE DUE TO INTERCHANGE RAIL CARRIER NOT MAKING INTERCHANGE TRACKS AVAILABLE

When Subscribing Carrier is unable to accept or deliver railcars or unit trains at interchange due to the foreign line interchange partner blocking the interchange and/or not pulling the train in a timely manner. Subscribing Carrier will charge the respective foreign carrier per event, per day. No car hire will be assessed for such cars. At the time interchange becomes available, Subscribing Carrier will also charge a Special Switch as defined in Item 3080.

ITEM 3400 RAILCAR NOT PROPERLY PLACARDED

When a railcar is found not to be properly placarded per Government or Industry regulations, Customer will be charged a fee as stated in Section 3: Switching and Accessorial Provisions, Accessorial Charges Reference Guide.

If a Customer requests the Subscribing Carrier to supply and properly apply a placard to the railcar an additional fee will be charged for the placard and the application of the placard.

Should the Customer choose to apply the placard and the Subscribing Carrier is required to hold the railcar, the Customer will be charged per Tariff Item 3560 Holding of Railcars.

ITEM 3410 RAILCAR OVERLOADED

If a railcar is determined to have been overloaded (the railcar itself or Subscribing Carrier rail capacity limits), the Shipper will be notified, and this charge will apply. The corrective action required may entail additional freight or accessorial charges, such as Switching, Demurrage, and Weighing (if available).

ITEM 3420 RAILCAR IMPROPERLY OR UNSAFELY LOADED

If a railcar is determined to have been loaded in an improper or dangerous manner, either at origin or beyond the origin switching limits, the Shipper will be notified, and this charge will apply. The corrective action required may entail additional freight or accessorial charges, such as Switching, Demurrage, or Storage. The transferring or reloading of the lading will be the responsibility of the Shipper, who will be responsible for all related accessorial charges. The Shipper will indemnify Subscribing Carrier from liability for any loss of life, personal injury, or damages to property as a result of the improper loading of equipment.

ITEM 3430 RELEASE OR LEAKING OF NON-HAZARDOUS MATERIALS FROM RAILCAR

When a railcar containing Non-Hazardous Materials is found to be leaking on Subscribing Carrier's property, this charge will be assessed. The Customer will be notified and be held responsible for correcting the situation. The Customer is responsible for all damage to freight, rail equipment/property, and any clean up expenses related to the leaking materials. If Subscribing Carrier is required to correct the situation, all associated costs will be charged to the Customer.

ITEM 3440 RELEASE OR LEAKING OF HAZARDOUS MATERIALS FROM RAILCAR

When a railcar containing Hazardous Materials is found to be leaking on Subscribing Carrier's property, this charge will be assessed. The Customer will be notified and be held responsible for correcting the situation. The Customer is responsible for all damage to freight, rail equipment/property, and any clean up expenses related to the leaking materials. If Subscribing Carrier is required to correct the situation, all associated costs will be charged to the Customer.

ITEM 3450 RAILCARS DERAILED OR DAMAGED BY CUSTOMER

Railcars placed by Subscribing Carrier should only be moved by qualified individuals with industry approved car moving equipment. If a customer elects to move railcars, all precautions should be taken to avoid derailment of or damage to the railcar.

If a railcar is derailed or damaged in any way, Customer must notify the Subscribing Carrier immediately. If Subscribing Carrier is used to assist in the re-rerailing of railcars or a railcar is found to have been damaged in a derailment or otherwise, this fee will apply in addition to all other charges for costs related to re-railing and the repair of railcars and track.

If Subscribing Carrier is required to repair damage to cars caused by Customer, all costs of repairs will be charged to the Customer.

ITEM 3460 RAILCAR RELEASED IN UNCLEAN CONDITION

With the exception of Railroad-owned securement devices, each Railroad 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 Railroad Car that is not empty and clean, including charges for cleaning the railcar and/or moving it to the nearest cleanout facility.

ITEM 3500 LATE DELIVERY OF SHIPPING INSTRUCTIONS

If a Bill of Lading is tendered after a railcar is released, loaded, or empty, this charge will apply for each day the Subscribing Carrier awaits instructions for movement. Additional accessorial charges may also apply.

ITEM 3510 INCOMPLETE BILL OF LADING INFORMATION

If railcars have been pulled from Industry or Team Track and the information on the Bill of Lading is deemed insufficient, inaccurate, or incomplete to continue or complete rail service, this charge will apply for each day Subscribing Carrier awaits completed instructions. Additional accessorial charges may also apply.

ITEM 3520 CHANGES TO SHIPPING INSTRUCTIONS FROM CUSTOMER

If railcar billing has been submitted by the Customer and the Customer changes or corrects the billing and submits revised billing, the Customer must notify Subscribing Carrier's Customer Service department prior to making the change or immediately upon submitting the change. This is to ensure the correct information is captured and transmitted to all Carriers throughout the entire routing of the railcar.

The notification does not guarantee the revised billing can be applied to reflect the change made. If changes to billing are made before the car has been picked up, the stated fee will apply. If changes are made after the car has been picked up, it is considered a Diversion as per Item 3530.

If Customer shipping instructions cause the Subscribing Carrier Railroad to incur misroute or accessorial charges from the connecting Railroads, these charges will be passed through to the Customer causing the misroute or other accessorial charges.

ITEM 3530 DIVERSION / RECONSIGNMENT

If railcar billing has been submitted by the Customer which is subsequently modified to change certain terms or provisions outlined below, a Diversion/Reconsignment charge may apply. Diversion or Reconsignment requests will only be accepted if the railcar has not yet been placed or interchanged or classified for delivery to the Consignee or connecting Carrier. Waybill changes for Diversion and Reconsignments shall be handled in accordance with the Railway Accounting Rules. Additional accessorial charges may apply.

- Change in the name of Consignee or Consignor
- Change in the destination
- Change in the railcar routing

Diversions will not be accepted:

- After arrival of car at destination or destination serving yard
- If request would change Subscribing Carrier's participation in the routing

ITEM 3540 MANUAL RELEASE OF EMPTY RAILCARS

Empty railcar release requests not received electronically via RVP (Rail Visibility & Planning) or EDI, such as by phone, fax, or email, will be subject to this charge. This charge will be assessed to the online Customer of record.

ITEM 3550 MANUAL ENTRY OF SHIPPING INSTRUCTIONS

Railcar billing requests not received electronically via RVP (Rail Visibility & Planning) or EDI, such as by phone, fax, or email, will be subject to this charge. This charge will be assessed to the online Customer of record with the railroad.

ITEM 3560 HOLDING OF RAILCARS

To maintain network fluidity and ensure efficient operations, Subscribing Carrier expects all railcars on its line to have complete and accurate forwarding instructions and be loaded using industry-standard safe loading practices (See Item 5120 – Loading and Unloading). If, for any reason, the Subscribing Carrier must delay the forwarding of a railcar due to customer error, a daily Holding Charge will apply until the issue is resolved to the Subscribing Carrier's satisfaction.

ITEM 3570 NON-APPLICATION ON "ORDER NOTIFY", ETC SHIPMENTS

Intra-plant, Intra-terminal or Inter-terminal switching service provided for herein will not be performed on shipments moving under order notify bills of lading or under straight bills of lading (including shipments consigned to one party, notify or advise another party) which carry a provision (see Rule 7 Section 3-5, of Uniform Freight Classification), requiring the surrender of bill of lading, written order, or other document before making delivery.

ITEM 3600 RAILCARS RECEIVED IN ERROR FROM CONNECTING CARRIER

When loaded or empty railcars are received by Subscribing Carrier from connecting Carrier that are not consigned to Subscribing Carrier or its customers, these cars will be treated as mishandled cars received in error, and charges will be assessed against the responsible party.

ITEM 3610 RAILCARS RECEIVED AT INTERCHANGE WITHOUT PROPER BILLING

When a railcar is received at an interchange from a connecting Carrier with incomplete or non-compliant billing that is deemed insufficient to continue movement, the responsible party will be assessed a charge, and all applicable storage or detention charges will apply until the Carrier provides complete Bill of Lading instructions that will allow the railcar to continue movement.

ITEM 3620 IMPROPER RAILCARS FURNISHED BY CONNECTING CARRIER

When the Customer places a railcar order with a Subscribing Carrier and the Subscribing Carrier provides the incorrect car type or size and the customer subsequently rejects the order, the Subscribing Carrier and/or responsible party will be assessed a charge per car.

ITEM 3630 EMPTY RAILCARS NOT ORDERED FROM CONNECTING CARRIER

When an empty railcar is received at interchange that was not ordered by Subscribing Carrier and Subscribing Carrier has no empty car orders to which the car can be applied, a per car charge will be assessed against the responsible party and car will be returned empty to receiving road.

ITEM 3700 MAINTENANCE FEE FOR INDUSTRIAL SWITCH CONNECTIONS

Rail-served industries are required, at their own expense, to inspect, maintain, and renew their respective segments of their sidetracks consistent with operating circumstances.

Subscribing Carriers will charge this Maintenance Fee on an annual basis to help offset the expenses associated with maintaining the mainline switch connection used to serve a specific Customer location. The owner or the user of the Private Track or Lease Track (as determined at the sole discretion of the Subscribing Carrier) will pay the charge to the Subscribing Carrier.

This fee will not apply if the Industrial (Sidetrack) Agreement or Lease Track Agreement (between the user of the Lease Track and the Subscribing Carrier) already specifies charge(s) for maintaining the switch connection(s) to the Private Track or Lease Track.

The stated fee is intended to cover one (1) mainline switch plus 150’ of track after point of switch. This charge may be increased at Railroad’s discretion if Railroad is required to maintain additional mainline switches and/or track beyond the 150’ mark within Railroad’s right of way.

The charge is payable within **thirty (30)** calendar days from the date of the Subscribing Carrier’s bill to the owner or user of the Private Track or Lease Track and for each succeeding year.

PINSLY RAILROAD COMPANY

SECTION 4: DEMURRAGE AND STORAGE PROVISIONS

Demurrage is a charge applied to Railroad owned or leased railcars on railroad tracks or Customer industry tracks beyond the free (credit) day(s) granted by the Railroad. This includes cars waiting to be loaded or unloaded while at origin or destination.

The Demurrage calculation STARTS at 00:01 the next day after a railcar is Constructively Placed or Actually Placed at Customer by the railroad and STOPS when the Customer releases it back to the railroad:

- **Railcar Ownership:** Railroad owned or leased
- **Demurrage Clock Starts:** At Constructive Placement (if applicable) or Actual Placement
- **Demurrage Clock Stops:** Upon Empty Release from Customer

Private Car Storage is a fee charged to the customer for the extended holding of privately owned/leased railcars on Railroad owned tracks. This charge applies to cars placed in Constructive Placement (PCON) status.

The private car storage calculation STARTS at 00:01 the next day after the railcar is Constructively Placed and STOPS when the railcar is Actually Placed at the Customer by Railroad. Storage fees are charged if the Customer cannot accept the railcar due to space constraints or is unable to allow the railcars to be spotted. Unlike Demurrage for Railroad owned or leased cars, privately owned or leased railcars do not incur storage fees while on Customer industry tracks.

- **Railcar Ownership:** Privately owned/leased railcars
- **Private Car Storage Clock Starts:** At Constructive Placement (if applicable)
- **Private Car Storage Clock Stops:** Upon Actual Placement at Customer

ITEM 4010 APPLICATION

This section applies to all customers shipping to or served by the Subscribing Carrier and covers all Railroad and Private railcars held for or by the Customer, with the following exceptions:

- Private railcars, on private tracks
- Railcars containing refused or unclaimed freight to be sold by Subscribing Carrier
- Empty railcars rejected as unsuitable for loading
- Railcars for loading or unloading of Subscribing Carrier's company material
- Railcars of Railroad ownership leased for storage of commodities while held on lessee's tracks
- Railcars specially equipped for handling welded railroad rail held for loading such rail
- Railcars covered by storage or hold charges
- Railcars assigned to shippers returned empty to point of assignment, to the extent storage rules apply

ITEM 4020 APPLICATION FOR SPECIALIZED CARS

When specialized railcars are used for movement of commodities on Subscribing Carrier, the customer will be assessed demurrage based on the heavy-duty detention rules and rates in place in Section 4. Examples of these cars include cars that carry dimensional equipment such as transformers, wind turbines, or machinery, passenger cars, refrigerated cars and any other commodity that is considered High-Wide or Heavy.

ITEM 4030 CALCULATION METHODOLOGY

Pinsly Railroad Company Subscribing Carriers utilize a calculation methodology called "Straight" demurrage. Each railcar is reviewed and charged on a stand-alone basis. Credits cannot be earned to offset Chargeable Days from other railcars on the invoice. All Customers are considered "Open Gate / Spot on Arrival" unless otherwise mutually agreed upon by Customer and Subscribing Carrier.

Customers are allowed a defined amount of Free Time for either loading or unloading. Free Time commences with the first 24-hour period, computed from the first 12:01AM after Actual or Constructive placement, whichever comes first. Saturdays, Sundays, and Holidays are considered Excluded Days unless the Free Time on the car has already expired.

ITEM 4040 EVENT DATES

- **Actual Placement (PACT):** Date/time that a car is physically placed for loading or unloading on a customer's private track or another point designated by the customer

- **Constructive Placement (PCON):** Date/time that a car arrives at destination serving area and is available for Actual Placement, but railroad cannot place the railcar due to reasons attributed to the customer

- **Empty Release (RMTY):** Date/time railroad receives notification from customer that railcar is unloaded and available for pick-up. The preferred method of notification to the Railroad is electronically via RVP (Rail Visibility & Planning). Cars released loaded or empty that are not ready or available for actual pickup by the Railroad may be assessed an associated accessorial fee.

ITEM 4050 CONSTRUCTIVE PLACEMENT (PCON):

When a car cannot be physically placed at or delivered to the Customer facility because of any condition attributable to the consignee, shipper, loader, or unloader, such car will be held on the Subscribing Carrier's tracks. The demurrage clock will start upon Constructive Placement. Notifications of Constructive Placement events can be sent if requested.

The most common reason for Constructive Placement is when the cars on hand for a given Customer/location exceed the available capacity at that location. For instance, if a given Customer/location has a 5-car spot capacity, and there are 7 cars available for placement, then five (5) cars would be spotted, and the remaining two (2) cars would be put in Constructive Placement status. These two (2) cars would remain in PCON status until they are physically spotted at the customer's location. Cars may also be placed into Constructive Placement status for reasons beyond track capacity. For instance, if the Customer's track is out of service or the customer refuses service on a given day.

ITEM 4060 CHARGE CALCULATIONS AND INVOICING

Demurrage and Private Car Storage charges are calculated and billed monthly for each Customer/location. Separate invoices may apply for empty railcars placed for loading, loaded railcars placed for unloading, and different commodity or specialty railcar designations. For each railcar initial/number, an invoice will show car contents, charge application, event dates, and number of days for several categories, including:

- **Total Debit Days:** the total number of days from and including the start day through and including the stop day of the demurrage calculation clock.

- **Free & Excluded Days:** credit days granted to a customer that offset Total Debit Days in a demurrage calculation.
  - **Free Days:** The maximum number of days allowed by the Railroad to perform the unloading or loading of a given railcar. Free Days are applied starting with the first day after Actual or Constructive Placement, whichever comes first

  - **Excluded Days:** Saturdays, Sundays, and Holidays are considered Excluded Days unless the Free Days on the car have already expired

- **Cancellable Debits:**
  - The difference between **Total Debit Days** and **Free & Excluded Days**

- **Earned Credit Days:** Additional Credit Days allowed by the Railroad in specific situations if applicable

- **Chargeable Debits:** Cancellable Debits - Earned Credits. Chargeable Debits multiplied by the prevailing daily demurrage rate will equal the total demurrage charges due for a railcar.

ITEM 4070 EXCLUDED (NON-CHARGEABLE) DAYS

A Saturday, Sunday or Holiday cannot be the first chargeable day and shall not be included in the calculation of free time, however, once Free Time on the car has already expired then all subsequent Saturdays, Sundays and Holidays are chargeable. Non-chargeable days as stated herein are not applicable for Unit Trains or loads containing Hazardous Materials.
Holidays shall include the following on the actual date or date observed by Subscribing Carrier:

- NEW YEARS DAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- THANKSGIVING DAY
- DAY AFTER THANKSGIVING
- CHRISTMAS EVE
- CHRISTMAS DAY

ITEM 4075 RAILCAR STORAGE OR PRIVATE TRACK LEASE PROVISIONS

All storage of railcars on Subscribing Carrier's tracks requires a fully executed private railcar storage agreement or a private track lease and a certificate of insurance. If both of these conditions are not in place prior to the interchange of a Customer's private railcar(s) to a railroad for storage, the railroad, at its sole discretion, may accept the railcar(s) for storage in which the applicable charges as specified in PINSLY 8100 will apply to such railcar(s) until the first day of the month after all of the terms and conditions of this provision are completed.

On and after such date, the storage charges specified in the fully executed storage agreement shall apply to Customer's railcar(s) which are placed on a railroad's track for storage. There is no free time for railcars in storage.

Storage charges in PINSLY 8100 only apply to empty clean, empty hazmat residue, or loaded non-hazardous railcars. All loaded hazardous railcars must be handled in a fully executed private track lease.

Railcars in stored status are not and shall not be insured by railroad against loss, injury, or damage. Customer shall indemnify, defend, release and hold harmless railroad from any and all loss or liability arising out of or resulting from storage of the railcars and Customer assumes all liability for any losses attributable to or associated with the storage or handling of stored railcars, in each case, except for such loss, injury or damage arising from the gross negligence or willful misconduct of railroad.

ITEM 4080 RAILCARS THAT EXCEED LEASED TRACK SPACE

If a Customer has a Car Storage or Track Lease Agreement with the Subscribing Carrier and the number of railcars on hand for any given day exceeds the length of track space or number of railcars specified in the Agreement, an overage charge will be assessed for each railcar beyond the allotted space equivalent to the prevailing daily Demurrage charges. No Free Time or Excluded Days will apply.

ITEM 4090 INVOICE DISPUTES

A dispute must be submitted in writing to the Accounts Receivable Department at the Subscribing Carrier (see Table A-Administrative Contact Information) within **thirty (30)** days from the date that the bill for demurrage is rendered. The conditions for submitting the dispute should be fully stated. Any dispute not filed within **thirty (30)** days from the date that the demurrage or accessorial bill is rendered will be declined. Non-disputed charges should be paid within **fifteen (15)** days of the date of invoice for freight invoices and **thirty (30)** days for demurrage and other accessorial invoices.

ITEM 4100 DEMURRAGE SCHEDULE OF CHARGES

For Non-Hazardous material railcars and Empty-Residue Hazardous Materials railcars:

Item	Railcar ownership	Railcar Held For	Free Time	Charge	UOM
1	Railroad owned/leased	Loading	1 day	$150	per car, per day
2	Railroad owned/leased	Unloading	1 day	$150	per car, per day
3	Privately owned/leased	Loading	1 day	$150	per car, per day
4	Privately owned/leased	Unloading	1 day	$150	per car, per day

For Hazardous material railcars (excluding TIH/PIH):

Item	Railcar ownership	Railcar Held For	Free Time	Charge	UOM
5	Railroad owned/leased	Unloading	1 day	$150	per car, per day
6	Privately owned/leased	Unloading	1 day	$150	per car, per day

For Heavy Duty* or Refrigerated railcars:

Item	Railcar ownership	Railcar Held For	Free Time	Charge	UOM
7	Railroad owned/leased	Loading	1 day	$250	per car, per day
8	Railroad owned/leased	Unloading	1 day	$250	per car, per day
9	Privately owned/leased	Loading	1 day	$250	per car, per day
10	Privately owned/leased	Unloading	1 day	$250	per car, per day

** Includes, but not limited to: TTHX, HTTX, FD, FM, or FW equipment*

ITEM 4110 FOREIGN LINE LOCOMOTIVE USAGE

When time exceeds 15 hours while customer is loading or unloading a unit train powered by foreign line locomotives, a charge of $300 per hour or portion thereof per locomotive will be assessed against the online facility. Time is to be computed from the time of placement, either actual or constructive, to the time of release of the last car. Should the on-line patron request that the foreign line locomotives be removed from the train once it is actually placed, a charge of $2,500 will be assessed to the customer requesting the removal and/or a charge of $2,500 will be assessed to the customer requesting the retrieval foreign line locomotives.

ITEM 4120 GLOSSARY OF ADDITIONAL TERMS

CHARGEABLE DAY:
A twenty-four (24) hour period or fraction thereof for which a charge can be assessed pursuant to this Tariff.

CLOSED GATE / ORDER-IN CUSTOMER:
Terms used to denote a Customer who does not want railcars to be spotted at their facility until placement orders are submitted to the Carrier. In this instance, cars are Constructively Placed upon arrival in the serving yard until the placement order is received. Placement requests for specific car initial/numbers may be subject to Cherry Picking fees.

OPEN GATE / SPOT ON ARRIVAL CUSTOMER:
Terms used to denote a Customer who permits railcars to be spotted at their facility immediately upon arrival in serving yard without a placement order or request submitted to Carrier.

SECTION 5: RATE PUBLICATION INFORMATION

ITEM 5010 CURRENCY

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

ITEM 5020 METHOD OF SUBMISSION - FORWARDING INSTRUCTIONS & ADDITIONAL SERVICES

Subscribing Carrier will accept forwarding instructions or requests for additional services through one of three methods at no charge:

1. RVP (Rail Visibility & Planning), e-Bol, or Web tool(s) provide by Subscribing Carrier
2. Class I web site – only for Non-ISS (Interline Settlement) Rail Carriers
3. EDI transmission via shipper or third party service providers.

Subscribing Carriers will accept forwarding instructions to its Customer Service Center via fax or email (see Table A-Administrative Contact Information) subject to a charge per faxed or emailed bill of lading as stated in the Accessorial Charges Reference Guide. The creation and/or editing of shipping patterns will be subject to the same charge per pattern requested. This charge will be assessed to the online Customer of record with the Railroad.

The Subscribing Carrier reserves the right to reject an unreasonable request for service, any "fax" or “email” forwarding instructions that are illegible, whether due to poor transmission quality or otherwise. Subscribing Carrier will not accept delivery of forwarding instructions by US Mail, express service, personal delivery, or otherwise.

ITEM 5025 CARTA PORTE - METHOD OF SUBMISSION-FORWARDING INSTRUCTIONS

Subscribing Carrier will not accept forwarding instructions or requests to manually bill for shipments destined to Mexico. Shipper is responsible to submit complete billing, meeting all requirements for shipments to Mexico. (Please refer to the AAR Carta Porte EDI Supplement Guidelines.) Any charges assessed by The Mexican Tax Authority to the Subscribing Carrier due to missing or improper bill of lading information will be the responsibility of the shipper or the party originating the billing of each shipment.

ITEM 5030 METHOD TO PERFORM ADDITIONAL REQUESTS ON RAILCARS

Additional Requests are defined as:

A. Release of empty railcars (Item 3540)
B. Intra-Plant Switch requests, (Item 3010)
C. Weighing requests (Item 3130)
D. Spot request/placement of railcars (Item 3060)
E. Turning of Cars (Item 3120)

For Rejected Railcars:
After submitting rejection requests via RVP (Rail Visibility & Planning)/or Web tool(s) please follow up with Customer Service Center. Request for rejected railcars must be submitted within **seventy-two (72)** hours after placement at Customer.

Subscribing Carrier’s will accept additional request information using RVP (Rail Visibility & Planning)/or Web tool(s) provided by Subscribing Carrier at no charge and will accept additional requests information to its Customer Service Center via fax or via email subject to a charge per faxed or emailed release. This charge will be assessed to the online Customer of record with the railroad.

ITEM 5040 DATE AND TIME RECORD OF NOTIFICATIONS

When electronic or mechanical devices are used to furnish forwarding instructions and/or empty release information to Subscribing Carrier, the recorded date and time at which the instructions are received by Subscribing Carrier will govern.

ITEM 5050 ALTERNATION OF PRICES

Rates specified in a Rail Transportation Contract, Railcar Storage Agreement, Switching Contract, private rate quote, or other type of rail transportation contract entered into by the Subscribing Carrier and Shipper shall take precedence over prices published in this public Price List for the same commodities over the same routes.

Unless otherwise specified in a Rail Transportation Contract or private rate quote, prices published in this tariff will apply. A Subscribing Carrier may alternate the prices set forth in this tariff with alternate price publications, which shall be subject to all other terms and conditions set forth herein.

ITEM 5060 CONFLICT OF RULES

The terms and provisions of this tariff will take precedence over those contained in private price publications if the shipment moves under pricing contained in a Subscribing Carrier's public price document.

ITEM 5070 DESCRIPTION OF COMMODITIES AND INSPECTION

The description of commodity(s) on the Shipping Document will conform to the Standard Transportation Commodity Code (STCC) and show the STCC Number(s). When different prices are provided for the same commodity(s) according to the type of packing or package, the type of packing or package should be shown. The Subscribing Carrier(s) reserve the right to inspect shipments to determine applicable prices. When the commodity(s) are found to be incorrectly described, freight charges will be collected according to the proper description.

ITEM 5080 EMERGENCY ROUTING

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

ITEM 5090 FUEL SURCHARGE

Fuel surcharges as provided for in the Subscribing Carrier's Fuel Surcharge Publication as of the date of shipment tender shall apply.

ITEM 5100 INTERNAL ROUTING

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

ITEM 5110 INCORPORATION OF DOCUMENTS

Prices subject to the rules and conditions of the Railway Equipment Register, STCC 6001, OPSL 6000, UFC 6000.

ITEM 5120 LOADING AND UNLOADING

Shippers, Consignees, and their Agents may be responsible for loading and unloading railcars. All railcars must be loaded in accordance with the Association of American Railroads' Circular 42 Series and appropriate AAR commodity loading publications and revisions thereof, or as approved by Rail Carriers involved. Inquiries regarding proper loading and unloading procedures can be directed to the Subscribing Carrier's Sales & Marketing representative.

Temporary blocking, flooring or lining, corrugated fiberboard or plywood separators or dividers, standards, strips, stakes or similar bracing or supports (hereafter referred to as dunnage), bulkheads, partitions, temporary doors or door protection, not constituting a part of the car, when required to protect and make freight secure for shipment, will be furnished and installed by the entity loading the railcars at their expense.
The Consignee or their Agent is responsible for unloading all material from the rail car. This includes lading, dunnage, loading or unloading enhancement materials, or any other miscellaneous debris. See Item 3460, Railcar Cleaning.

When equipment is found to be misloaded or overloaded, the Customer will be given the opportunity to correct the situation at the Customer's expense. Customer is responsible for all damage to freight, rail equipment, or both caused by misloading or overloading.

Consignee is required to return the railcar with all unused securement devices returned to and stored in the same railcar from which removed, with devices secured. All doors, including but not limited to bulkhead doors, return (bottom dump) doors used in the transportation of bulk commodities, and exterior doors and hatches must be closed and secured.

ITEM 5130 MILEAGE CHARGES ON PRIVATELY OWNED CARS

The Subscribing Carrier will not pay mileage charges on privately owned cars when moving from, to or via stations on the Subscribing Carrier's railroad.

ITEM 5140 LEASING OF RAILROAD TRACKS FOR STORAGE

Subscribing Carrier's tracks may be leased to customers, subject to availability and pursuant to terms and conditions of special agreements. Requests for lease of tracks must be received in writing through the Sales & Marketing Representative stating the number of car spots requested, the commodity(s) loaded in or last contained in the railcars and the estimated duration of the storage needed. Cars held on leased storage tracks will not be subject to demurrage charges, assuming railcars are privately owned/leased and free of car hire. Requests to switch railcars into or out of storage tracks will be assessed applicable charges.

ITEM 5150 ONE CONSIGNOR, CONSIGNEE, AND DESTINATION

The name of only one Consignor, one origin, one Consignee and one destination shall appear on a Shipping Document. The Shipping Document may also specify the name of a third party that will be billed for the freight charges or a party at the same destination to be notified of the arrival of the shipment.

ITEM 5160 OVERCHARGE CLAIMS

Claims for overpayment of charges must be in writing and received by Carriers no later than three years after delivery or tender of delivery of shipment. Any lawsuit for overpayment of charges must be filed within: A. two years after delivery or tender of delivery of shipment, or B. six months from the date of Carriers' disallowance of the last timely filed claim, whichever occurs later.

ITEM 5170 PACKAGING: (Applicable on regulated commodities)

Shipper must package all shipments governed by this Price List in accordance with Rules 5, 40, 41 and 51 of the Uniform Freight Classification, UFC 6000 Series.

ITEM 5180 PAYMENT OF CHARGES – EXTENSION OF CREDIT

Customer not on credit must pay freight and other accrued transportation charges prior to transportation of a shipment if it is tendered "prepaid" and prior to placement of a shipment if it is tendered "collect". Freight and other accrued transportation charges may not be offset by overcharge, freight damage or other claims.

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

ITEM 5190 PRICE TERMS AND CONDITIONS

Subscribing Carrier agrees to provide rail transportation service at the rates and subject to the additional terms and conditions set forth in the public price documents of the Subscribing Carrier.

ITEM 5200 PROPORTIONAL APPLICATION OF PRICES: (Applicable only to Rule 11 rates)

When Price List proportional prices are used to construct through charges beyond the geographic scope of this publication on a through Shipping Document, the Price List charges will be assessed and billed separately by the Subscribing Carrier or other participating Carriers, as appropriate.

Shipping Documents on such rebilled shipments must indicate that the shipment is made under Railway Accounting Rule 11. Industry agrees to specify on each Bill of Lading and requests origin Carrier to place the following statement on the waybill: "Charges to Carriers which are party to this Price List are separately collected pursuant to the Railway Accounting Rule 11".

ITEM 5210 REJECTED, REFUSED, RETURNED SHIPMENTS

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

ITEM 5220 BILL OF LADING/SHIPPING DOCUMENT

Prior to tender of freight, Shipper, Ship from party, or Pick-Up party shall execute a Uniform Bill of Lading. Any inconsistent terms in the Uniform Bill of Lading may be subject to additional charges as outlined in this tariff or the Accessorial Charge Reference Guide.

SECTION 6: HAZARDOUS MATERIALS AND TIH/PIH DEFINITIONS AND PROVISIONS

ITEM 6010 HAZARDOUS MATERIALS APPLICABLE COMMODITIES

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.

ITEM 6020 TIH/PIH APPLICABLE COMMODITIES

Materials categorized as Toxic Inhalation Hazard (TIH) and Poison Inhalation Hazard (PIH) commodities can be found in the AAR Circular No. OT-55-Series and/or as listed below.

STCC	STCC	STCC	STCC	STCC	STCC	STCC	STCC	STCC	STCC
4821019	4920112	4920301	4920331	4920380	4920525	4921028	4921273	4921745	4927023
4821261	4920113	4920302	4920337	4920381	4920526	4921063	4921275	4921746	4927024
4821722	4920115	4920303	4920342	4920382	4920527	4921064	4921278	4921756	4927025
4830030	4920116	4920304	4920343	4920383	4920528	4921202	4921304	4923113	4927026
4904210	4920117	4920305	4920344	4920392	4920530	4921207	4921401	4923117	4927027
4904211	4920118	4920306	4920346	4920394	4920531	4921211	4921402	4923209	4927028
4904879	4920122	4920307	4920347	4920395	4920534	4921213	4921404	4923298	4927030
4907409	4920135	4920308	4920348	4920396	4920535	4921216	4921405	4927001	4927095
4907434	4920160	4920309	4920349	4920398	4920536	4921234	4921413	4927002	4927096
4909306	4920164	4920310	4920351	4920399	4920547	4921237	4921414	4927003	4927097
4909307	4920165	4920311	4920352	4920502	4920550	4921239	4921420	4927004	4927098
4910370	4920167	4920312	4920353	4920503	4920556	4921245	4921438	4927005	4927099
4916138	4920173	4920313	4920354	4920504	4920559	4921248	4921473	4927006	4930024
4918180	4920174	4920314	4920355	4920505	4920570	4921251	4921487	4927007	4930030
4918505	4920175	4920315	4920356	4920508	4920571	4921252	4921495	4927008	4930050
4918507	4920178	4920316	4920357	4920509	4920715	4921254	4921497	4927009	4930204
4920102	4920180	4920317	4920359	4920510	4921004	4921255	4921558	4927010	4930260
4920103	4920181	4920318	4920360	4920511	4921008	4921256	4921587	4927011	4931201
4920104	4920183	4920319	4920368	4920513	4921009	4921261	4921695	4927012	4932010
4920105	4920184	4920320	4920369	4920515	4921010	4921262	4921722	4927014	4932352
4920106	4920187	4920321	4920371	4920516	4921015	4921263	4921727	4927018	4932385
4920107	4920188	4920322	4920373	4920517	4921016	4921264	4921730	4927019	4933327
4920108	4920189	4920323	4920375	4920518	4921019	4921270	4921741	4927020	4935231
4920110	4920195	4920324	4920378	4920522	4921020	4921271	4921742	4927021	4936110
4920111	4920196	4920325	4920379	4920523	4921021	4921272	4921744	4927022	4936565

ITEM 6030 PROCEDURE ON DELIVERY AND PLACEMENT OF CARS

Customers are required to accept delivery of carload traffic of Hazardous Materials within 48 hours after notice of arrival has been sent or given to the Consignee. Customers that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of railcars.
Subscribing Carriers do not hold themselves out to provide storage of railcars containing Hazardous Materials.

Customer shall be prepared to receive carloads of TIH/PIH commodities immediately upon notification of availability at destination by Subscribing Carrier. There will be no Free Time granted to customer once notification takes place. Demurrage charges will begin at 12:01AM the morning after customer tender/notification or the first day of deliverable service, whichever occurs first.

If a receiver/customer or receiving location is unable to accept a TIH/PIH commodity carload when it is first tendered/notified and available for delivery and Subscribing Carrier must then hold the car(s) in its rail facilities, a charge of $10,000 per car, per day or portion thereof will be assessed until the car(s) are placed at its billed destination, in each case subject to compliance with applicable laws and regulations.

ITEM 6040 HAZARDOUS MATERIALS: LOSS AND DAMAGE

For the purpose of Item 6050, the term "Loss" shall mean any loss, injury, or damage which arises out of transloading, unloading and loading, transportation or disposition (including treatment, storage or disposal) of the Hazardous Materials, including, but not limited to, loss or damage to property (including, without limitation, the property of either of the Customer or Subscribing Carrier) or to natural resources; injury or death of any person or persons (including, without limitation, employees of Subscribing Carrier); claims, liabilities, damages, fines or penalties; costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, state or local laws and regulations; fees including, but not limited to, attorney, consultant, and expert witness fees; and costs of investigation.

ITEM 6050 HAZARDOUS MATERIALS: IMDEMNIFICATION

Customer hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents and employees, from and against any and all claims, demands, liabilities and lawsuits brought by any third party or governmental agency under any theory of law against Subscribing Carrier seeking to hold Subscribing Carrier liable for any Loss to the extent that the Loss is caused by Customer's act or omission, or act or omission of Customer's own Customer or contractor, Customer's violation of any law or regulation, Customer's failure to accept delivery, or Customer's breach of any other requirement including, but not limited to, Customer's failure to provide proper identification of the Hazardous Materials to be transported, whether or not Customer relied on other parties for said identification, unless Subscribing Carrier's act or omission, violation of law or regulation, or breach of any requirement of this publication contributed to the Loss.

Customer hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents, and employees from and against any claim for Loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of hazardous waste product by Customer, another rail carrier, or contractor, or other transporter designated by Customer, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by Customer.

Customer shall, regardless of the cause, be fully liable for and shall indemnify Subscribing Carrier, its officers, agents, and employees against any Loss to the extent and only to the extent that such Loss or any portion of such Loss is attributable to the release or spill of a hazardous material which is not identified on the bill of lading or manifest.

Customer shall indemnify and hold harmless Subscribing Carrier and the actual owners of equipment used hereunder from and against any and all liability for Loss resulting from future use of or exposure to the equipment where such Loss arises from Customer's failure or negligence in inspecting and/or decontaminating equipment prior to release to Subscribing Carrier or delivering railroad or motor carrier.

Knowledge on the part of one party of any violation of any terms of this publication by the other party shall constitute neither negligence nor acquiescence in such violation and shall in no event relieve either party of any of the responsibilities and indemnity obligations assumed in this publication.

References to Subscribing Carrier and Customer as used in this publication shall include the officers, agents and employees of Subscribing Carrier and Customer. Customer and Subscribing Carrier further agree that each and all of its indemnity commitments in this publication shall extend to and include the parent and all subsidiary and affiliated companies of Customer and Subscribing Carrier and their respective officers, agents and employees.

In the event of a conflict between provisions in this ITEM 6050 and the provisions contained in ITEM 6060 of this publication the provisions in ITEM 6060 shall govern.

ITEM 6060 HAZARDOUS MATERIALS AND TIH/PIH LIABILITY

Customers will be liable for all Federal, State, Local penalties or fines which may be assessed for the holding of railcars containing Hazardous Material or TIH/PIH on railroad controlled tracks and shall be jointly and severally liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the Customer/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of Subscribing Carrier due to the inability of the Customer to receive equipment or provide proper forwarding instructions, unless it can be proven that the Subscribing Carrier's gross negligence was the cause of same. Customers will be responsible for any cost incurred by Subscribing Carrier for providing protection or surveillance of any commodity provided in this Item while held on Subscribing Carrier property.

ITEM 6070 EXPLOSIVES AND DANGEROUS ARTICLES

For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see the AAR BOE 6000-Series Tariff.

ITEM 6080 PROCEDURE ON UNSAFE OR IMPROPERLY LOADED HAZ/TIH/PIH RAILCARS

When a railcar is deemed unsafe based on the criteria bullet points below, a penalty of up to $15,000 may be assessed to the Shipper, in addition to any additional costs incurred by Subscribing Carrier:

- A railcar is overloaded, imbalanced or has a shifted load
- A railcar is spilling, leaking, or dusting
- A railcar containing TIH/PIH commodities or residue is identified moving on the Subscribing Carrier's line for which shipping instructions were not regulatory compliant
- A railcar containing a load that is mislabeled or loads not in compliance with FRA or PHMSA

ITEM 6090 PROCEDURE ON ANY MAJOR ADJUSTMENT TO RAILCARS

When Subscribing Carrier provides any of the following tasks to a Hazardous Material or TIH/PIH car, a charge equating to actual cost plus 100% (minimum $1,000) will be assessed to the party requesting or requiring these services:

- A car needs readjusting, reducing, loading, or unloading of a shipment
- Repair or cleaning equipment, or clean-up of leaked/spilled materials
- Applying sprays or suppressants to the shipment or contents

ITEM 6100 PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY

Where at Subscribing Carrier's sole discretion, safe railway operations are not possible because of an extreme condition such as but not limited to the conditions below, train service will be suspended until condition is rectified to the satisfaction of Subscribing Carrier's safety/environmental staff:

- Condition or practice likely to cause permanent disability, loss of life or body part and/or extensive loss of structure, equipment or material, or repeated/or multiple unresolved conditions or practices that may have a safe work-around.

PINSLY RAILROAD COMPANY

SECTION 7: DIMENSIONAL (HIGH-WIDE & HEAVY) CLEARANCE PROCEDURES

ITEM 7010 GENERAL INSTRUCTIONS

A shipment is considered a Dimensional or Clearance-implicated when the lading is moving as an open top load and meets one or more of the following criteria:

- More than 11’ 0” high
- More than 10' 8" wide
- More than 60’ 0” long
- If any part of the load overhangs the sides or ends of the loaded car
- If the item being shipped is shorter than 18’ 0” long and weighs more than 140,000 pounds
- If the item being shipped is heavier than 150,000 pounds
- If the item being shipped has a value greater than $1,000,000

ITEM 7020 CLEARANCE PROCEDURES

The servicing Railroad at origin is responsible for ensuring the Clearance request is generated based upon the Customer supplied information. The Clearance request must be provided to each railroad along the proposed route and the movement cannot be authorized until each Clearance request is approved. If the shipper has already established Clearance procedures with another servicing road in the route, these procedures can continue to be used, though review and approval by the Pinsly Railroad Company Subscribing Carrier is needed prior to movement.

All Clearance related correspondence should be directed to the respective Subscribing Carrier and include the following information:

- Origin City/State
- Destination City/State
- Commodity & STCC code
- Car Number/Car Type to be utilized
- Estimated ship date
- Shipment dimensions:
  - Overall length
  - Base length
  - Weight
  - Maximum width
  - Height at maximum width

ITEM 7030 DIMENSIONAL (HIGH-WIDE & HEAVY) PRICING

The pricing for Dimensional loads will include the line haul freight rate to move the loaded cars, plus Special Switching Services unless otherwise approved by the Subscribing Carrier’s General Manager. Additional accessorial charges such as Idler/Buffer cars and Flagging may also apply. The Sales & Marketing representative from the Subscribing Carrier should be contacted to confirm the associated pricing components applicable to the move.

ITEM 7040 TEMPORARY UNLOADING OR LOADING TRACKS

If a move requires the temporary use of land & track space to perform the unloading or loading of the lading, please contact the Sales & Marketing representative from the Subscribing Carrier. The use of said land & track may require a Temporary Unloading or Loading Agreement.

ITEM 7050 SPECIAL RAILCAR RESTRICTIONS

The handling of a car in excess of 89 feet in length, or with four (4) or more axles and capacity or plate dimensions greater than the gross weight on rail and dimensions listed in Table B-Weight/Dimension Restrictions shall be handled on a permit basis only and special handling charges may be applied.

Any request for special clearance of high, wide, or heavy equipment should be cleared through each Subscribing Carrier prior to movement. Heavy duty flat cars of mechanical designation "FD" "FM" or "FW" with capacity in excess of the gross weight on rail listed in Table B-Weight/Dimension Restrictions will be subject to an additional per car charge.

ITEM 7060 CLEARANCE CONTACT INFORMATION

Any questions pertaining to Subscribing Carrier's Clearance capabilities and procedures shall be forwarded to the respective Subscribing Carrier:

Railroad Name	SCAC	Clearance Email
Camp Chase Rail, LLC	CAMY	CAMY-CLEARANCE@pinsly.com
Chesapeake and Indiana Railroad Company, LLC	CKIN	CKIN-CLEARANCE@pinsly.com
Florida Gulf & Atlantic Railroad, LLC	FGA	FGA-CLEARANCE@pinsly.com
Georgiana & Andalusia Railroad, LLC	GAR	GAR-CLEARANCE@pinsly.com
Grenada Railroad, LLC	GRYR	GRYR-CLEARANCE@pinsly.com
Hondo Railway, LLC	HRR	HRR-CLEARANCE@pinsly.com
Kankakee, Beaverville and Southern Railroad Company, LLC	KBSR	KBSR-CLEARANCE@pinsly.com
North Florida Industrial Railroad, LLC	NFL	NFL-CLEARANCE@pinsly.com
Pioneer Valley Railroad Company, LLC	PVRR	PVRR-CLEARANCE@pinsly.com
Vermilion Valley Railroad Company LLC	VVRR	VVRR-CLEARANCE@pinsly.com

ITEM 7070 FORMS

Forms can be found at: https://pinsly.com/services/freight-rail-service/

SECTION 8: GLOSSARY OF TERMS

AAR:
The Association of American Railroads (AAR) is the world's leading railroad policy, research, standard setting, and technology organization that focuses on the safety and productivity of the U.S. freight rail industry

ACTUAL PLACEMENT:
Date/time that a car is physically placed for loading or unloading on a customer's private track or another point designated by the customer. Often referred to with the acronym "PACT". See Section 4: Demurrage And Storage Provisions

ACCESSORIAL CHARGE:
A charge for services rendered outside of and in addition to normal transportation charges. Common examples include demurrage, diversions, intra-plant switching, or weighing.

AGENT:
Any third party performing an obligation of a Customer under these Terms and Conditions or a contract with Pinsly Railroad Subscribing Carriers.

ASSIGNED CARS:
The assignment of cars to a given shipper at a specific location as defined in Car Service Rule 16 and Car Hire Rule 22 as published in AAR Circular No. OT-10.

ASSIGNEE:
A shipper who has requested and has been assigned specific cars.

BILL OF LADING:
Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000-Series, subject to modification as may occur from time to time. Commonly referred to as a BOL.

BROKER:
An agent or intermediary negotiating the buying or selling contents of car, other than shipper or consignee.

BUNCHING:
The accumulation of cars for the purpose of loading or unloading in quantities that exceed the capacity of the loading or unloading facilities. Pinsly Railroad Subscribing Carriers do not control the flow of inbound cars from connecting railroads, so no allowance will be made for bunching in demurrage and/or storage calculations and resulting charges.

BUREAU OF EXPLOSIVES TARIFF:
The Bureau of Explosives Tariff No. ICC BOE 6000- Series covers regulations prescribed by the U.S. Department of Transportation for the handling of hazardous materials.

CABOOSE:
A car which is attached to the rear of a freight train and serves as office and headquarters for the conductor and trainmen while they are in transit.

CALENDAR DAY:
Defined as 12:01 AM of a given day through 12:01 AM of the following day

CALENDAR MONTH:
Defined as 12:01 AM from the first day of one calendar month through 12:01 AM of the first day of the following calendar month.

CALENDAR YEAR:
Defined as 12:01 AM January 1st of one year through 12:01 AM January 1st of the following calendar year.

CANCELLABLE DEBITS:
The difference between Total Debit Days and Free & Excluded Days. See Section 4: Demurrage And Storage Provisions.

CAR HELD AT CUSTOMER REQUEST:
When a railcar is held at the customer's request either on Subscribing Carriers property or inside the customer's facility for reasons attributable to the customer. Common instances include cars released but not available to pull, empty cars ordered and not used, refused or rejected railcars, and railcars held for diversion or reconsignment. Demurrage and/or Storage charges may apply to cars held at a customer's request.

CARMACK AMENDMENT:
A uniform national liability system for interstate carriers which provides certainty to both carrier and shipper. The Carmack Amendment is presently codified at 49 U.S.C. Section 14706 et seq

CARRIER:
Any Pinsly Railroad Subscribing Carrier and any other participating rail common carrier.

CARRIER CAR:
Any railcar owned or leased by a rail common carrier.

CHARGEABLE DEBITS:
Equals Cancellable Debits minus Earned Credits. See Section 4: Demurrage And Storage Provisions

CHERRY PICKING:
A Customer instruction requesting specific cars to be pulled from among a larger group of cars instead of the cars most easily accessible by the Subscribing Carrier.

CLOSE CLEARANCE:
Any track clearance not in compliance with the requirements of a Subscribing Carrier's Standard Guidelines and Specifications for the Design and Construction of Private Sidetracks.

CLOSED GATE / ORDER-IN CUSTOMER:
Terms used to denote a Customer who does not want railcars to be spotted at their facility until placement orders are submitted to the Subscribing Carrier. In this instance, cars are Constructively Placed upon arrival in the serving yard until the placement order is received. Placement requests for specific car initial/numbers may be subject to Cherry Picking fees.

CONSIGNEE:
The party to whom a shipment is consigned, or the party entitled to receive the shipment as described in 49 CFR Part 1333, including but not limited to "Care-of-Party", unloader, warehouseman or transloader.

CONSIGNOR or SHIPPER:
The party in whose name a car(s) is ordered for loading; the party consigning a shipment; or the party who furnishes forwarding directions or other entity or person as described in 49 CFR Part 1333, including but not limited to "Care-of-Party", unloader, warehouseman or transloader. The Consignor is often, but not always, the Freight Payer.

CONSTRUCTIVE PLACEMENT:
Date/time that a car arrives at destination serving area and is available for Actual Placement, but railroad cannot place the railcar(s) due to reasons attributed to the customer. Often referred to with the acronym "PCON". See Section 4: Demurrage And Storage Provisions.

CONTRACT OF CARRIAGE:
The contract or quasi-contract for transportation established by the Shipping Instructions, whether pursuant to common carrier pricing or a commercial contract between Subscribing Carrier and a Customer.

CUSTOMER:
Any Consignor, Consignee, Receiver, or Freight Payer.

CUT OFF TIME:
The time of day by when a Customer must have instructions or advice submitted to Subscribing Carrier in order to qualify for service on the next available service day.

DEBIT DAYS:
the total number of days from and including the start day through and including the stop day of the demurrage calculation clock. See Section 4: Demurrage And Storage Provisions

DEMURRAGE:
A charge applied to Railroad owned or leased railcars on railroad tracks or customer industry tracks beyond the free (credit) day(s) granted by the Railroad. See Section 4: Demurrage And Storage Provisions

DIMENSIONAL LOAD:
A Shipment that is dimensionally larger or heavier than a typical Carload shipment moved by rail. Dimensional Loads often cannot move as efficiently as other shipments in the normal flow of traffic and may require additional rail capacity and resources. (See Section 7: High Wide & Heavy Clearance Procedures) Additional charges beyond the normal freight charges may apply; please contact Subscribing Carrier's Sales & Marketing representative for applicable pricing.

DISPOSITION:
Information, including forwarding instructions or release, that allows the railroad to either tender or release the car(s) from the consignor's or consignee's account.

DIVERSION:
An order provided by a Freight Payer or its Agent altering the originally submitted Shipping Instructions. The applicable fee for a Diversion can vary based upon the scope of work required to perform the service. Also referred to as Reconsignment.

EARNED CREDIT DAYS
Additional Credit Days allowed by the Subscribing Carrier in specific situations if applicable.

EMPTY RELEASE:
Date/time railroad receives notification from Customer that a railcar is unloaded and available for pick-up. Often referred to with the acronym "RMTY". See Section 4: Demurrage And Storage Provisions.

EXCLUDED DAYS:
Days excluded from Debit Days to calculate Cancellable Debits. See Section 4: Demurrage And Storage Provisions.

FORCE MAJEURE EVENT:
Events including 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 cannot excuse non-compliance with safety requirements and regulations.

FORWARDING INSTRUCTIONS:
Shipping instructions provided to Carrier at the point of loading that contain all of the necessary information to transport the shipment to its final destination. Forwarding instructions will be effective on date and time the information is received by the Carrier.

FREE TIME / FREE DAYS:
The maximum number of days allowed by the Subscribing Carrier to perform the unloading or loading of a given railcar. Applied starting with the first day after Actual or Constructive Placement, whichever comes first. (See Section 4: Demurrage And Storage Provisions)

FREIGHT PAYER:
The Customer is primarily responsible for paying the line-haul freight charges and other charges for transportation provided by the Subscribing Carrier.

HAZARDOUS MATERIALS (OTHER THAN TIH/PIH):
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.

HAULAGE:
The movement, other than Line Haul or Switching, of railcars by and over the tracks of one railroad on behalf of another railroad, with the latter marketing the transportation services as their own.

HELD IN ROUTE:
Any car, moving on a through rate which is held in route because of any condition attributable to the consignee, or owner of the lading, including but not limited to storage, partial unloading, to finish unloading, or fabrication.

IDLER or BUFFER CAR:
An empty railcar used to protect overhanging loads or an empty railcar placed between locomotives and/or other railcars as required by Safety or Federal Regulations. The required use of these cars may be subject to accessorial charges.

IMPROPERLY LOADED RAILCAR:
A railcar that has been loaded in such a manner that results in an uneven or unbalanced load, a shifted load, or leakage of the commodity loaded in the railcar.

INDUSTRIAL TRACK:
A track that diverges from other tracks owned by the Carrier which provides access to Customer facilities.

INTERCHANGE TRACKS:
A track on which railcars are delivered from one Rail Carrier to another Rail Carrier.

LEASED TRACK:
A track leased to a user through a written lease agreement that is considered the same as a Private track for demurrage or storage purposes.

LINE-HAUL:
A movement, other than switching or haulage, of a railcar from an origin to a destination not in the same switching limits as the origin.

LOADING:
The complete or partial loading of a car in conformity with Subscribing Carrier loading and clearance rules, and the furnishing of forwarding instructions.

LOCAL SERVICE:
The movement of rail traffic originating at one point and destined to another point on the same Subscribing Carrier that does not involve another Railroad.

LOADED RAILCAR:
A railcar that is completely or partially loaded.

MANUAL RELEASE OR SHIPMENT ENTRY:
When a Customer requests Subscribing Carrier to input billing information (including any changes, modifications, revisions to submitted billing) or submit an empty railcar release as opposed to sending the request electronically via approved methods.

REVENUE EMPTY CAR(S):
An empty movement of a railcar that is not immediately preceded by a loaded revenue movement or if an empty railcar is returned to an interchange different that its original interchange station at Customer's request.

NOTIFICATION:
Information sent by the Railroad to notify a customer that a railcar is available for loading, unloading, or otherwise impacted by demurrage provisions. When required, notification will be furnished either electronically or in writing to all parties entitled to receive notification.

OVERLOADED RAILCAR:
A railcar that is loaded exceeding the registered and stenciled capacity or the track capacity limits associated with the Subscribing Carrier, See Item 7010.

PLACEMENT:
Refers to either Constructive Placement or Actual Placement.

PRIVATE CAR:
A railcar that is not owned or leased by a rail common carrier. Also referred to herein as "Privately owned or leased railcars"

PRIVATE CAR STORAGE:
A fee charged to the customer for the extended holding of Privately owned/leased railcars on railroad owned tracks. This charge generally applies to cars placed in Constructive Placement (PCON) status. See Section 4: Demurrage And Storage Provisions

PRIVATE TRACK:
Any track not owned or leased by a Railroad.

RAILROAD CAR:
A railcar that is owned or leased by a rail common carrier. Also referred to herein as "Railroad owned or leased railcars"

RAILROAD TRACK:
Tracks owned or leased by a Railroad for its own uses and purposes and other tracks located inside its right-of-way, yards or terminals.

RECEIVER:
The party to whom the Shipment is to be physically delivered.

RECIPROCAL SWITCHING:
An arrangement between carriers serving the same station or switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the line haul carrier on shipments having an immediately preceding or following line-haul movement via that carrier.

RECONSIGNMENT:
An order provided by a Freight Payer or its Agent altering the originally submitted Shipping Instructions, usually to change the Consignee or a railcar or the Freight Payer of a Shipment. The applicable fee can vary based upon the scope of work required to perform the service. Also referred to as Diversion.

RECREWING:
When customer actions result in the Railroad having to recrew a Unit Train.

REFUSED LOADED CAR:
When the original loaded car(s) is refused at destination without being unloaded.

RELEASE:
The notification received from a Shipper, Loader, Consignee, or Unloader that a railcar, identified by number and location, has been unloaded or when new Shipping Instructions are received. This is the signal to the Railroad that a railcar is available for movement. Railcars are not considered fully released unless they are accessible for the Railroad's crew to pull.

RELOADED RAILCAR:
When the same car is completely unloaded and then loaded again at the same location. Consignees should request and receive permission from Subscribing Carrier and verify proper procedures.

RESHIPMENT:
A new shipment of an entire original shipment to another destination utilizing the same equipment.

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.

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

RUN AROUND:
When cars tendered to Consignee or Consignor for Loading or Unloading are actually placed ahead of cars previously tendered for Loading or Unloading.

SERVING YARD:
A classification yard where the local train serving the Customer originates.

SETBACK – RAILROAD:
Cars moved onto tracks of a Pinsly Railroad Subscribing Carrier by a connecting carrier in error or for purposes other than interchange to or from railroad may be subject to Setback charges.

SHIPMENT:
Any railcar(s) tendered to Railroad for transportation.

RVP (Rail Visibility & Planning):
Web based interface that allows Customers to manage their inventory while online as well as release of empty railcars.

SHIPPER or CONSIGNOR:
The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

SHIPPING INSTRUCTIONS:
A uniform straight bill of lading or electronic data interchange packet in a form acceptable to Railroad.

SHIPPER ASSIGNED CAR:
Specific empty railcars assigned to a particular shipper for their exclusive use.

SIDETRACK:
Any Private Track that provides access to a Customer facility.

SIDETRACK AGREEMENT:
An agreement between a Railroad and the owner of a property on which a Sidetrack is built which defines respective responsibilities, obligations, and liabilities.

SPOT ON ARRIVAL CUSTOMER / OPEN GATE:
Terms used to denote a Customer who permits railcars to be spotted at their facility immediately upon arrival in the serving yard without a placement order or request submitted to Carrier.

STATION:
Any location included in the Tariff OPSL 6000-Series.

STOPPED IN TRANSIT:
When cars are held enroute because of any condition attributable to the consignee, consignor or owner of the lading.

STORAGE:
A fee imposed by a rail Carrier for the occupation of company tracks (owned or railroad-controlled), and/or property.

SUBSCRIBING CARRIER:
Carriers that are party to this tariff.

TEAM TRACK:
Any tracks owned or controlled by a rail carrier that are designated areas 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.

TIME:
Eastern Standard Time (EST) is applicable and is expressed on the basis of the 24-hour clock. Example: 12:01 AM is expressed as 0001 Hours.

TON:
2,000 pounds

TOXIC INHALATION HAZARD (TIH):
Under the Hazardous Materials Regulations (HMR; 49 CFR parts 171-180), Toxic Inhalation Hazard materials (TIH materials) are gases or liquids that are known or presumed on the basis of tests to be so toxic to humans as to pose a hazard to health in the event of a release during transportation.

Toxic Inhalation Hazard (TIH) commodities can be found in the AAR Circular No. OT-55-Series. To ensure their safe and secure transportation, TIH materials are among the most stringently regulated hazardous materials.

POISON INHALATION HAZARD (PIH):
Under the Hazardous Materials Regulations (HMR; 49 CFR parts 171-180), Poison Inhalation Hazard materials (PIH materials) are gases or liquids that are known or presumed on the basis of tests to be so poisonous to humans as to pose a hazard to health in the event of a release during transportation.

Poison Inhalation Hazard (PIH) commodities can be found in the AAR Circular No. OT-55-Series. To ensure their safe and secure transportation, PIH materials are among the most stringently regulated hazardous materials.

UNIFORM FREIGHT CLASSIFICATION:
The Freight Tariff Uniform Freight Classification 6000 Series tariff published by Railinc.

UNIT TRAIN:
A physically consecutive and connected set of at least 60 cars tendered for movement together from one origin to one destination.

UNLOADER:
The party physically unloading the railcar.

UNLOADING:
The complete unloading of a railcar and the advice received from the Consignee that the railcar is empty and available to the railroad for pickup.

UNSCHEDULED SERVICE:
Service provided outside of published availability at a specific request of a Customer.