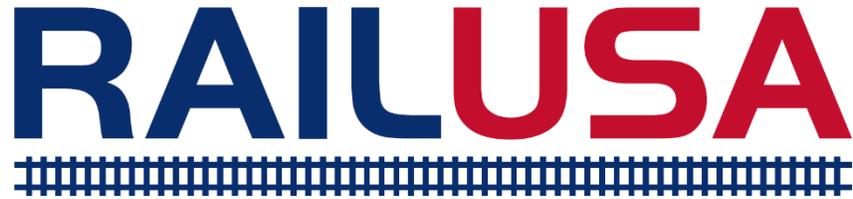


RailUSA, LLC



CONTAINING DEMURRAGE, STORAGE, ACCESSORIAL AND SWITCHING  
CHARGES

FOR GENERAL RULE & CONDITIONS OF CARRIAGE  
SEE LOCAL TARIFF GOVERNING RAILROAD

APPLICABLE ON EXPORT, IMPORT, INTERSTATE, AND INTRASTATE TRAFFIC

**ISSUE DATE:** May 10, 2022

**EFFECTIVE DATE:** June 10, 2022

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## SUBSCRIBING RAILROADS

GRENADA RAILROAD, LLC (GRYR)

FLORIDA, GULF & ATLANTIC RAILROAD, LLC (FGA)

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## ITEM 1 REFERENCE TO TARRIFS, ITEMS, NOTES, RULES, ETC.

This publication is available on the Internet at RailUSA's home page, under each Railroad, the website can be found by going to [www.railusa.net](http://www.railusa.net). All Customers shipping with a RailUSA railroad should review all the publications posted on the Website before tendering freight to or from any railroad as revisions to the publications will be made from time to time by supplement or reissuing the publications in their entirety.

## ITEM 5 CHANGE IN PROVISIONS

RailUSA reserves the right at any time to change the provisions of this publication; 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. RailUSA will make available on its web site this publication in the latest amended form. Shippers, Consignees, Loaders and Unloaders should review this publication before tendering freight. Revisions to this publication will be made from time to time by reissuing the publication in its entirety.

## ITEM 10 CURRENCY

Charges published herein are stated in United States Dollars.

## ITEM 15 CHARGES HEREIN SUBJECT TO INCREASE

Charges published herein are subject to increase by republication.

## ITEM 20 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 25 GLOSSARY OF TERMS

**ACTUAL PLACEMENT:** When a car is placed in an accessible position for loading or unloading, or at a point designated by the shipper or consignee or party loading or unloading the car. Railroad may issue Actual Placement Notices. Failure to receive notification is not a valid claim against payment of invoices for associated fees. Actual Placement is commonly referred to as PACT.

**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.

**AVERAGE AGREEMENT:** Party responsible for demurrage or storage charges is provided an offset of car detention debits with credits on a monthly basis.

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

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

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**BUNCHING:** The accumulation of cars for loading or unloading shipped on different days. Since RailUSA's railroads do not control the flow of inbound cars from connecting railroads, no allowance will be made in demurrage charges.

**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.

**CAR HELD AT CUSTOMER REQUEST:** Demurrage and/or Storage charges may apply to railcars held at a customer's request or due to a condition cause by a customer such as cars released but not available to pull, overloaded railcars, holding cars short of interchange and/or destination, empty cars ordered and not used, refused or rejected railcars, or railcars held for diversion or reconsignment.

**CAR ORDER WANT DATE:** The date for which Customer requested car for loading.

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

**CHARGEABLE DEBIT:** Chargeable debits are the difference between the debits applied to a car minus any applicable credits.

**CHERRY PICKING:** A Customer-requested release instruction for cars to be pulled by specific initial and number. An alternative to Cherry Picking is to release cars that are in a block and/or most accessible.

**CONSIGNEE:** The party designated on the bill of lading as the entity entitled to receive delivery of the car from the earner.

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

**CONSTRUCTIVE PLACEMENT:** When a car, including order notify and in-bound shipments, cannot be actually placed or delivered because of any condition attributable to the consignee, shipper, loader or unloader, such car will:

- (a) Be held on RailUSA tracks and notice will be sent or given to the party entitled to receive notification that the car is held awaiting disposition instructions;
- (b) have been placed by a RailUSA railroad on private or Industrial tracks, including lead tracks serving the consignee, shipper, loader or unloader, will be considered constructively placed without notice.

**CONSTRUCTIVE PLACEMENT TIME:** The time from constructive placement until a car is actually placed.

**CREDIT:** Offset of a chargeable day. Credits can be earned only on those cars released from demurrage. Demurrage day must occur to earn a credit.

**CUSTOMER:** Shipper, Loader, Unloader, Consignee, Freight Payer or party entitled to receive notification.

**DEBIT:** See description of term for Demurrage Day.

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**DEDICATED RAILWAY LOCOMOTIVE POWER OR DEDICATED CREW:** When a locomotive(s) and crews have been assigned specifically for that unit train service, and that the RailUSA Railroad is providing the locomotive(s) and crew for loading and/or unloading.

**DELAY OF TRAIN:** In the event a railroad train and/or engine and crew are unable to perform a scheduled or unscheduled service, or work is impeded, due to causes attributable to a customer or agent, an hourly charge may be assessed.

**DEMURRAGE:** Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for Customers to load and unload cars promptly, to prevent congestion in railroad terminals caused by idle cars, and ultimately to improve the utilization. Reduced dwell translates into faster, more reliable cycle times and better service.

Demurrage is charged on Railroad controlled equipment while the car is physically on the railroad, whether it is located on Railroad owned or Industry owned property.

Demurrage is charged on Shipper controlled equipment while it is physically on the railroad and located on Railroad owned property.

Demurrage time is computed from the first 12:01am after actual or constructive placement, whichever comes first, until the car is released via a loaded waybill or empty release. If the free time on the car has already expired and customer is in chargeable days, then all subsequent Saturday, Sundays and Holidays are chargeable. A Saturday, Sunday or Holiday cannot be the first chargeable day. Demurrage charges are billed monthly and are net of Free Time.

**DEMURRAGE DAY:** A twenty-four (24) hour period, or fraction thereof, commencing at the first 12:01 AM after day of placement. Railroads subscribing to the RUSA 8100 Tariff allow 24 hours of Free Time.

**DESTINATION:** Billing destination, or if such destination is serviced by a terminal yard, then such terminal yard will be considered as the destination.

**DISPOSITION:** Information, including forwarding instructions and/or release, which allows the railroad to apply or release the car from the shipper's, consignee's, loader's, or unloader's account.

**DIVERSION:** The term "Diversion" can be used interchangeably with "Reconsignment" and means any request for change in the bill of lading or waybill. A diversion in an order from the shipper or consignee to deliver car(s) to other than the original billed destination. If change requires the car to move over track that it has already traveled (back haul), the car may be diverted to the next logical terminal. From there, new shipping instructions (new Bill of Lading) will be required to move the car from its current location to the new destination.

**EMPTY CARS ORDERED AND NOT USED:** Empty cars ordered, placed or constructively placed for loading and not used in transportation service.

**EMPTY RELEASE INFORMATION:** Advice from consignee and/or unloader, given to the RailUSA Customer Service Department electronically via Shipper Connect, or via email to the Customer Service group listed on the RailUSA railroad specific website, or in writing via fax to (XXX) XXX-XXXX that car is unloaded and available for the railroad. Information given must include identity of consignee, and/or

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unloader, party furnishing the data, car initial, number date and time. Release will be effective on date and time advice is received by the railroad.

**FORWARDING INSTRUCTIONS:** A bill of lading given to authorized personnel of the line haul carrier that contains all of the necessary information which allows for the immediate movement by the railroad. Forwarding instructions will be effective on date and time advice is received by the railroad.

- Advice received by the railroad to move a car from a loading or storage track to a railroad yard or hold track to be held for "forwarding instructions", whether furnished by the party loading car or another party, or a bill of lading or an order consigning the car to an Agent of a RailUSA railroad which has no beneficial interest in the lading, does not constitute "forwarding instructions" or a release from demurrage or other like charges.
- A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute "forwarding instructions" until clearance is received from all carriers in the routing.

**FREE TIME:** The time allowed for the unloading or loading of cars that is not chargeable. Free Time will consist of 1 day (24 hours) for both loading or unloading. Free Time is 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 non-chargeable days unless the free time on the car has already expired. If the customer is in chargeable days, then all subsequent Saturday, Sundays and Holidays are chargeable. A Saturday, Sunday or Holiday cannot be the first chargeable day. Demurrage charges are billed monthly and are net of Free Time.

**HAZARDOUS MATERIALS (OTHER THAN TIH/PIH):** Subject to Tariff BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION) Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the U.S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof, requiring the use 4-digit identification numbers on shipping documents, placards or panels and identified with Standard Transportation Commodity Codes (STCC) beginning with 48 and 49 or beginning with STCC 28 and 29 and converting to STCC 48 or 49.

**IDLER or BUFFER CAR:** An empty car used to protect overhanging loads or used between cars loaded with extended length material. The use of idler or buffer cars may be subject to a per-car fee, unless otherwise stated.

**IMPROPERLY LOADED RAILCAR:** One that has an improperly secured load, an uneven or unbalanced load, a load that has shifted or a railcar not containing dangerous goods or hazardous materials found to be leaking.

**INDUSTRIAL TRACK:** Designated delivery or receipt track or tracks for the exchange of cars between carrier and industry performing their own switching including switch line acting as Agent for Industry.

**INDUSTRY TIME:** The time from actual placement or placement to team tracks until release and receipt of forwarding instructions, if applicable. The time from interchange receipt of a loaded car or a loaded private car released and held on railroad-controlled tracks until forwarding instructions are received.

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**INTRA-PLANT SWITCHING:** A Customer-requested switching movement subsequent to Actual Placement, when loaded or empty, from one track to another track (or between two points on the same track), within the same plant or industry without leaving the tracks of the same plant or industry.

**INTRA-TERMINAL SWITCHING:** A Customer-requested switching movement (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.

**INTER-TERMINAL SWITCHING:** A switching movement (other than intra-plant and intra-terminal switching) between an industrial track or team track on the tracks of a RailUSA railroad and an industrial track or team track on connecting lines on traffic having origin and destination within the switching limits of the same station or industrial switching district. Charges of connecting carriers will be in addition to charges provided herein. Commonly referred to as a Cross Town Switch.

**INTERMEDIATE SWITCHING:** A switching movement by a carrier that neither originates nor terminates the shipment nor receives a line haul on that shipment.

**LATE DELIVERY SHIPPING INSTRUCTIONS:** Shippers must supply accurate and timely Shipping Instructions. If an empty or loaded railcar moves to a RailUSA yard or to interchange without complete Shipping Instructions, a late fee of \$300.00 per railcar may be assessed.

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

**LINE-HAUL:** Movement between stations that are not located within the switching limits of the same station. Movement between stations located within the switching limits of the same station will be considered line haul when Customer is not listed as open to reciprocal switching or when movement occurs from or to a leased track.

**LEAKING RAILCARS:** Railcars carrying dangerous goods/hazardous materials or railcars containing residue of dangerous goods/hazardous materials found to be leaking or unsafe to move forward.

**LOADER:** Party physically loading the car.

**LOADING:** The complete or partial loading of a car in conformity with the RailUSA railroad loading and clearance rules, advice that the car is available for movement, and the furnishing of forwarding instructions.

**LOCAL:** Traffic moving between stations located on the same RailUSA Railroad.

**MANUAL RELEASE OR SHIPMENT ENTRY:** If a customer requests RailUSA to input billing information (including any changes, modifications, revisions to submitted billing) or submit an empty railcar release, each car (bill of lading or empty release) is subject to a \$50 charge. RailUSA and its lines reserve the right to reject any unreasonable request for service, any fax or email forwarding instructions that are illegible, whether due to poor transmission quality, illegible handwriting or otherwise.

**NON-COMPLIANT RAILCARS:** Cars carrying dangerous goods/hazardous materials, whether loaded or carrying only residue amounts, that are found not to comply with all applicable safety standards or requirements or to otherwise be improperly prepared for transport or deems unsafe by regulators. •

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Non-compliance examples: secondary means of closure, such as shipping plugs, loose swing bolts on manways, safety chains and improper marking, other than placards lost in transit from the pickup location.

**NON-REVENUE EMPTY CAR(S):** Empty private cars will be handled without charge if the empty line-haul movement is immediately preceded by a revenue line-haul movement on the same RailUSA line within the previous 180 days; otherwise, the empty movement will be subject to applicable charges.

**NOTIFICATION:** When required, notification will be furnished either electronically or in writing to all parties entitled to receive notification.

**ORDER IN CUSTOMER:** A Customer who, by prior arrangement, has notified the RailUSA railroad that cars shall not be placed, or considered to be placed, for loading or unloading, until the RailUSA railroad has received an order for placement from said Customer.

**ORDER IN:** In order for a car on constructive placement to be spotted at a Customer's facility, the party entitled to receive the car must order the car for placement.

**OVERLOADED RAILCARS:** A railcar is considered overloaded when it exceeds the railcar weight or track weight limits related to the route that the shipment will take.

**INDUSTRIAL TRACK:** Any track assigned for individual use, including privately owned or leased track.

**PARTIAL UNLOADING:** The partial unloading of a car and the furnishing of forwarding instructions.

**PRIVATE CAR(S):** A car bearing marks other than railroad reporting marks that is not railroad controlled.

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

**RAILCAR DAMAGES:** Upon inspection, if a railroad-supplied car requires repairs due to damage attributable from loading or unloading, other than usual wear and tear.

**RAILROAD CONTROLLED CAR:** Any car other than a private car.

**RAILROAD PROPERTY:** No one outside of approved employees and contractors, including Customers, is allowed to enter, perform any switching, or otherwise access or operate on any tracks owned by RailUSA and its subsidiaries. If anyone accesses Railroad Property, they assume all risk of loss and indemnifies RailUSA and its subsidiaries against all damage, cost, liability, judgement, and expense, including attorney's fees, in connections with any personal injury or death of any persons or loss of/damage to any property, whether employees or property of either Customer, RailUSA or it's subsidiaries, or third persons, sustained, incurred, arising, or growing out of operations by Customer or its Agents upon Railroad Property.

**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. RailUSA railroad will provide reciprocal switching only to or from that railroad's Customers specifically listed in the reciprocal switch supplement posted on RailUSA's webpage. Shipments to or from RailUSA Customers in these supplements will move in either line-haul service, or under a handling carrier agreement.

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

**REFUSED LOADED CAR:** An original loaded car refused at destination without being unloaded.

**RELEASE:** The notification received from shipper, loader, consignee, or unloader that loading or unloading of a car has been completed and car is available for movement and forwarding instructions have been received, if applicable. Date and time that the RailUSA railroad receives forwarding instructions and advice that a car is available for movement and from non-credit Customers, upon payment of any charge due. Cars placed on industrial interchange tracks of an industry doing its own switching, including those tracks of an industrial switch line acting as Agent of industry, will be removed from track and considered received and held for disposition as provided in this Tariff. Cars found to be improperly loaded at origin will not be considered released until the load has been properly adjusted and clearance has been obtained. When a car is unloaded and then reloaded, empty release information must be furnished. If not furnished, demurrage will be continuous until forwarding instructions are received. Loaded or empty or private cars released and pulled from private tracks, which must first be held on railroad track awaiting forwarding instructions, are subject to demurrage/storage provisions and charges as provided in this Tariff.

**NOTE:** Demurrage charges will continue to accrue to the Origin Industry even when cars are released to a third-party, until the time the billing is received from the third-party.

**RUN AROUND:** Car(s) placed at customer designated track(s) ahead of previous arrivals held by the railroad on railroad owned tracks.

**SETBACK – RAILROAD:** Cars moved onto tracks of a RailUSA company/railroad by a connecting carrier in error or for purposes other than interchange to or from RR may be subject to Setback charges.

**SHIPPER CONNECT:** Web based interface that allows Customers to manage their inventory while online as well as release of empty railcars. Contact RMI Administrator with questions at (800) 285-6545 or email RailConnect.support@ge.com.

**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.

**SIDETRACK:** Privately owned tracks that connect to Customer facilities. Most customers facilities are accessed via Sidetracks. In the absence of a private sidetrack agreement or track lease, the following terms and conditions governs the use of the Sidetracks.

**ACCESS RIGHT:** When a Customer orders or accepts a shipment, they are representing that they own or have the right to grant RailUSA and its subsidiaries access to the Sidetrack(s) and property leading to and withing the Customer facility. This allows RailUSA and its subsidiaries to proceed unimpeded over Sidetracks.

- The Railroad will use the Sidetrack(s) to deliver any railcar directed to the Customer's facility by a valid Shipping Instruction

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

- The Federal Railroad Administration’s Track Safety Standards (49 C.F.R. Part 213)
- Railroad Worker Safety Regulations (29 C.F.R. Part 214)

In addition, Customers must keep Sidetracks free from debris, weeds, potholes, excavations, ice, snow, temporary or permanent structures and poles, and any other obstructions (i.e. parked vehicles).

**MONTHLY SIDETRACK INSPECTIONS:** In order to maintain safe working conditions for railroad and customer employees, The Federal Railroad Administration (FRA) Track Safety Standard (49 CFR Part 213) states that all “other than main track” must be inspected by a qualified inspector on a monthly basis with at least 20 calendar days between inspections. Customer tracks are included in this category and must be inspected and maintained according to these standards at their own expense.

Inspections may be completed by a qualified independent contractor or by RailUSA track inspectors under the terms and fees of a separate, private agreement. If performed by RailUSA, the customer will receive a copy of the inspection report in compliance with FRA guidelines for their records.

If inspections are performed by a qualified independent contractor (other than RailUSA) and inspection reports are not filed with RailUSA in a timely manner, the RUSA8100 “Monthly Sidetrack Inspection” tariff charge will apply.

Monthly inspection reports must be on file with local RailUSA management for freight service to be provided. Failure to properly inspect and maintain track can result in suspension of service. Failure to file inspection reports to RailUSA will default to RailUSA completing the inspections at the then current RUSA8100 “Monthly Sidetrack Inspection” tariff rate.

Periodically, RailUSA personnel will also inspect customer tracks to ensure they remain compliant with FRA standards. These inspections are done at the discretion of RailUSA for the safety of its crews and equipment and are not to be deemed an official FRA inspection unless contracted by the customer to act as such.

RailUSA additionally offers to provide routine maintenance and repair services on customer track. If repairs are deemed necessary after the completion of a monthly inspection, RailUSA will confirm with customer that customer desires repair to be completed by RailUSA personnel prior to commencement of work. After authorization is granted, RailUSA will complete repairs in most efficient manner possible and submit an itemized invoice to customer for payment.

**SPECIAL FREIGHT TRAIN SERVICE:** When a switching movement cannot be handled in regular train operations for reasons including, but not limited to, excess dimensions, excess weight, service requested during non-operating hours, etc., charges for special handling will apply. This charge will be in addition

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to any other charge applicable to the movement including, but not limited to, freight charges, fuel surcharge, and demurrage.

Special Freight Train Service charges will be assessed on all power generation shipments (i.e. transformers) unless otherwise approved by the General Manager in writing.

**SPECIAL PLACEMENT REQUEST:** Any handling and/or placement instructions requested of RailUSA that are outside of or beyond normal placement requirements. Examples: weighing in transit, uncoupling cars to accommodate spot specific placement, etc.)

**SPOT ON ARRIVAL:** The RailUSA railroad, without notification, will place cars for loading or unloading immediately upon their availability for placement.

**SPOT ON ARRIVAL CUSTOMER:** A Customer who has not requested to be an Order In Customer will be considered a Spot On Arrival Customer (see Spot on Arrival). If constructive placement of a car is necessary, the car will not be placed for loading or unloading until the RailUSA railroad has received an order for placement from the Spot on Arrival Customer.

**STOPPED IN TRANSIT:** When cars are held in route because of any condition attributable to the shipper, consignee, or owner.

**STORAGE:** A fee imposed by RailUSA, or one of its companies, for the occupation of company tracks (owned or railroad-controlled), and/or property.

**TENDER:** The offer of goods for transportation, or the offer to place cars for loading or unloading.

**TIH/PIH:** Toxic Inhalation Hazards (TIH) and Poison Inhalation Hazards (PIH), as defined in AAR Circular No. OT-55. The terms TIH and PIH are synonymous as they apply to this Tariff.

**TIME:** Local time of the station located on the RailUSA railroad is applicable, expressed on the basis of the twenty-four (24) hour clock, commencing at 12:01 AM.

**UNIT TRAIN:** A physically consecutive and connected set of at least 60 cars tendered for movement together, unless otherwise stated in your contract.

**UNLOADER:** Party physically unloading the car.

**UNLOADING:** The complete or partial unloading of a car and notice from the consignee the car is available for movement and the furnishing of forwarding instructions when required.

**UNSAFE TO MOVE FORWARD:** Overloaded or improperly loaded cars that may cause an accident or a derailment.

**WEIGHING:** RailUSA will provide weighing services when acceptable freight weights are not provided by the Customer. Once weighed, the gross, tare, and net weights used for billing purposes will be provided to parties named on the Shipping Instructions.

## ITEM 30 LOSS AND DAMAGE LIABILITY OF SUBSCRIBING CARRIERS

**ITEM 30-A** 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.

**ITEM 30-B** 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 [info@railusa.com](mailto:info@railusa.com), 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, and (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 Subscribing Carrier as soon as reasonably possible at [info@railusa.com](mailto:info@railusa.com).

The "Carmack Premium" portion of the line-haul rate is equal to 10% of the declared value of the goods and added to the common carrier line-haul price. The Subscribing Carrier's liability for damage to, or delay or loss of, goods in transit under this ITEM30-B 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 ITEM 30-B above, Carmack Amendment protection is waived, and the provisions of ITEM 30-C below shall apply.

**ITEM 30-C** If the Shipper does not elect Carmack Amendment protections as set forth in ITEM 30-B 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 \$500.00.
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.

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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 to the Subscribing Carrier 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 the terms in this ITEM 30-C.

Subject to the limitations in this ITEM 30-C, and the remaining provisions of the RUSA8100 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.

### ITEM 35 GENERAL LIABILITY

1. 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.
2. 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.
3. Subscribing Carrier agrees to transport shipments with reasonable dispatch. Subscribing Carrier does not guarantee rail service within any particular time frame.
4. In the absence of an election by Shipper under ITEM 30-B 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.

5. 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.

6. 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.

### ITEM 40 CLAIM FILING

1. 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 point of delivery.

2. 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.

3. 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 injury occurred.

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

- a. Date of claim filing
- b. Subscribing Carrier's identification
- c. Railcar initial and number
- d. Shipper's/consignor's name, address, contact and telephone number
- e. Consignee's/receiver's name, address, contact and telephone number
- f. Commodity
- g. Loading date
- h. Shipping date
- i. Bill of Lading
- j. Invoice or Manufacturing Costs of commodity
- k. Freight Bill(s)
- l. Description of damage or loss

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- m. 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
- n. Additional information as requested by Subscribing Carrier to verify claim

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### ITEM 50 QUICK LIST OF ACCESSORIAL CHARGES

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

CHARGE ITEM	RATE	UOM
Cars Interchanged in Error	\$500.00	per car
Cherry Picking – Non-hazardous Materials	\$450.00	per car
Cherry Picking – Hazardous Materials	\$550.00	per car
Delay of Train	\$300.00	per hour
Demurrage Charges	\$150.00	per car per day
Diversion	\$500.00	per car
Empty Cars Ordered and Not Used	\$500.00	per car
Freight Refused or Returned	\$1,000.00	per car
Holding of Unit Trains	\$100,000.00	per Unit Train
Idler or Buffer Car	\$1,000.00	per idler or buffer car
Improperly Loaded Car	\$2,000.00	per car
Late Delivery of Shipping Instructions	\$300.00	per car
Non-Revenue Empty Car	\$550.00	minimum per car, or applicable freight rate
Manual Release or Shipment Entry	\$50.00	per car and/or BOL
Overloaded Cars - Hazardous or Load Reduction Required	\$2,000.00	per car
Overloaded Cars - Non-hazardous or Load Reduction Not Required	\$2,000.00	per car
Railcar Damages caused from Loading/Unloading (in addition to actual repair costs)	\$1,000.00	per car
Railcars Non-Compliant with Dangerous Goods/Hazardous Materials	\$1,000.00	per car
Recrewing	\$2,400.00	per occurrence
Release/Leaking of Hazardous Material	\$15,000.00	per car
Release/Leaking of Non-hazardous Material	\$2,000.00	per car
Monthly Sidetrack Inspection	\$500.00	per month, per industry location
Setback - Railroad	\$300.00	per car
Special Freight Train Service	\$2,000.00	minimum for first 4 hours, \$375 each additional hour
Special Placement Request	\$25.00	Per car
Special Switching Service	\$2,000.00	minimum for first 4 hours, \$375 each additional hour
Storage	\$150.00	Per car per day
Strike Interference Demurrage	\$50.00	per day
Switching: intra-plant, intra-terminal, and inter-terminal, Non-hazardous Materials	\$450.00	per car

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<b>Switching: intra-plant, intra-terminal, and inter-terminal, Hazardous Materials</b>	\$500.00	per car
<b>Unsafe to Move Forward</b>	\$3,000.00	per car
<b>Weighing, Private Scale</b>	\$200.00	per car, a switch fee may also apply
<b>Weighing, Railroad Scale</b>	\$500.00	per car, a switch fee may also apply