

***CBNS GENERAL TARIFF 11000,
CBNS operated by NSER***

**DEMURRAGE
ACCESSORIAL
AND
SWITCHING TARIFF**

**CONTAINING: CONDITIONS OF CARRIAGE,
DEMURRAGE RULES & CHARGE APPLICATION,
SWITCHING CHARGES AND MISCELLANEOUS
RAILROAD CHARGES**

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*Issued by and on behalf of the CBNSs referenced herein:
Commercial Support Department
Genesee & Wyoming Railroad Services, Inc.
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THE FOLLOWING DEFINITIONS DEFINE AND GOVERN THE PROVISIONS OUTLINED IN THIS TARIFF.

ACTUAL PLACEMENT – When a car(s) is placed in an accessible position for loading or unloading or, at a point designated by the consignor or consignee.

CONSIGNEE – The party to whom a shipment is consigned, or other entity or person as described in 49 CFE Part 1333, including but not limited to “Care-of-Party, unloader, warehouseman or transloader.

CONSIGNOR – The party in whose name a car(s) is ordered; the party who furnishes forwarding directions or other entity or person as described in 49 CFE Part 1333, including but not limited to “Care-of-Party”, unloader, warehouseman or transloader.

CONSTRUCTIVE PLACEMENT – When, due to some disability on the part of the consignor or consignee, a car cannot be placed for loading or unloading and is placed elsewhere, it is considered as being under constructive placement and subject to demurrage rules and charges, the same as if it were actually placed at the designated point.

DEMURRAGE DAY – A twenty-four (24) hour period (calendar day), or part thereof, commencing 0001 after tender.

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 the consignor instructing that a car(s) be delivered to a location other than the one indicated on the original forwarding instructions.

EMPTY CAR(S) ORDERED AND NOT USED – Empty car(s), placed for loading as ordered, and subsequently released without being used in transportation service.

EMPTY RELEASE INFORMATION – Advice provided by the consignee to authorized personnel, that the car(s) is unloaded and available. This information must include the identity of the consignee, party furnishing information, and the car(s) initial and number.

FORWARDING INSTRUCTIONS – Shipping instructions provided at the point of loading that contain all of the necessary information to transport the shipment to its final destination.

LEASE TRACK – Track(s) assigned to a user through a written agreement. Lease tracks will be treated the same as private tracks.

LINE-HAUL – This Tariff defines Line-Haul transportation as the movement of one or more railcars(s) from station to station: the pulling of the railcars(s) from the origin and placement of the railcar(s) at the destination; and includes the movement of an empty car back to its origin or another specified destination if such return movement occurs within six months of the most recent outbound, loaded move.

LOADING – The complete or partial loading of a car(s) in conformity with loading and clearance rules and, the furnishing of forwarding instructions.

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LOCAL SERVICE – A movement of traffic originating at one point and destined to another point on the switching carrier.

LOADED CAR(S) – A car(s) that is completely or partially loaded.

NOTIFICATION – When required, written notification will be furnished to the parties entitled to receive notice that the car(s) is available for loading, unloading, or otherwise impacted by demurrage provisions.

ORDER DATE – The date that the consignor requests empty car(s) to be furnished for loading.

OTHER THAN PUBLIC DELIVERY TRACK – Any trackage assigned for individual use, including privately owned or leased tracks.

PARTIAL UNLOADING – The partial unloading of a car(s) and furnishing of the proper forwarding or handling instructions.

PRICE LIST – the rates set forth herein, including but not limited to the rates set forth in the CBNSs Tariff 6006, or CBNSs Tariff 11000 and Item 6400.

PRIVATE CAR(S) – A car(s) bearing other than railroad reporting marks that is not railroad-controlled.

PRIVATE TRACK – Tracks that are not owned or leased by the railroad.

PUBLIC DELIVERY TRACK – Track that is open to the general public for loading and unloading.

RAILROAD-CONTROLLED CAR(S) – A car(s) bearing other than railroad reporting marks that is either leased or controlled by a railroad.

RECONSIGNMENT – An order provided by consignor to bill a car(s) to other than the original consignee. (An order to turn over the car(s) to another party that does not require any additional movement of the car(s) is not a reconsignment).

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

RELOADING – When a car(s) is held for loading after being released as an empty.

RELEASE – Date and time that the railroad receives notification that the car is empty or that forwarding instructions are received.

RESHIPMENT – A new document by which the entire original shipment is forwarded in the same car(s) to another destination.

SERVING YARD – A classification yard where the local train serving the customer originates.

SHIPPER ASSIGNED CAR(S) – Specific empty car(s) assigned to a particular shipper for their exclusive use.

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STOPPED IN TRANSIT – When a car(s) is held en route due to any condition attributable to the consignor, consignee, or owner.

TENDER – The notification, actual or constructive placement, of an empty or loaded car(s).

TIME – Local time is applicable and is expressed on the basis of the 24-hour clock.

Example: 12:01 AM is expressed as 0001 Hours.

UNLOADING – The complete unloading of a car(s), and the advice received from the consignee that the car(s) is empty and available to the railroad.

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ITEM 6400 ACCESSORIAL CHARGES REFERENCE GUIDE:

TARIFF ITEM	DESCRIPTION	CHARGE	NOTES
Section II			
ITEM 2030	Security Deposit Per Car	\$500 Minimum	
Section IV			
ITEM 4090	Loading & Unloading	\$400 Minimum	
Section V			
ITEM 5020	Cars Unsafe or Improperly Loaded - TIH/PIH	See Section V	
Section VI			
ITEM 6000	Intra-Plant Switching	\$350 per switch/per car	
ITEM 6010	Intra-Terminal Switching	\$575 per switch	2
ITEM 6020	Inter-Terminal Switching	\$950 per switch	
ITEM 6040	Cars Received by CBNS & CBNS is not party to the Bill of Lading	\$565 per car	
ITEM 6045	Railcars Rejected at Interchange by Interchange Carrier or Request to Hold Railcars at Interchange	Consult Sales & Marketing Representative	
ITEM 6050	Car Released with no Bill of Lading or Written Order	\$475 per car	
ITEM 6070	Special Service	See below:	
	Special service when the train crew is NOT used exclusively to perform the service of the requesting customer	Minimum charge \$1,500 per event	
	Special service when the train crew IS provided for the exclusive use of the requesting customer, up to twelve (12) hours	Minimum charge \$5,000 per event	
	Additional locomotive(s) for Special Service	Minimum charge \$750 per locomotive	
	Special Train Cancellation Fee	Minimum charge \$1,000 per event	
ITEM 6080	Closing/Opening Doors	Minimum charge \$300 per event	2
ITEM 6090	Improperly Loaded Cars (Overloaded)	Minimum Charge \$650 per car	1
ITEM 6130	Turning of Cars	\$700 per car	2
ITEM 6140	Empty Cars Ordered, Not Loaded	\$550 per car	
ITEM 6150	Cars Ordered on behalf of Customer, Cancelled While En Route	\$300 per car	
ITEM 6170	Empty or Loaded Railcars Released, Not Available to Pull	\$850 per event	
ITEM 6180	Empty or Loaded Railcars Ordered In, Unable to Place	\$850 per event	
ITEM 6210	Diversion/Reconsignment (This charge does not apply to Unit Train traffic)	\$475 per car	
ITEM 6215	Changes or Corrections to Billing, from Customer	\$105 per event	
ITEM 6230	Failure to Deliver Load to Supplying Carrier	Minimum Charge \$850	

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Section VI continued...			
ITEM 6250	Method for Submission of Forwarding Instructions & Additional Services	\$105 per event	
ITEM 6255	Method to Release Empty Railcars	\$105 per event	
ITEM 6265	Equipment Mis-Use Charge	Minimum Charge \$500 per car	
ITEM 6270	Cars Ordered & Rejected by Customer	\$450 per car	
ITEM 6275	Charges for Stand-By Switching Service	\$400 per car	2
ITEM 6280	Re-Spotting/Incidental Switching Charge	\$150 per switch	
ITEM 6285	Handling of Empty Freight Cars	\$3.00 per mile, 150 mile minimum – per car	
ITEM 6290	Dimensional Load Charges	Consult Sales & Marketing Representative	
ITEM 6295	Cars Unsafe or Improperly Loaded or in Dangerous Manner	Minimum Charge \$3,000 per car	
ITEM 6305	Car Ordering by Specific Number (Cherry Picking)	\$450 per car	
ITEM 6315	Empty Cars Received, Not Ordered	\$250 per car	2
ITEM 6325	Incomplete Bill of Lading Information	\$100 per event	
ITEM 6330	Locomotive Movement	Consult Sales & Marketing Representative	
ITEM 6335	Re-Railing Railcars & Railcars Damaged by Customers	Minimum Charge \$2,500	
ITEM 6341	Cars Not Properly Placarded	\$400 per car	
ITEM 6345	Railcars Rejected by Customer as Unsuitable for Loading, Customer Refused Loaded Cars	\$250 per car	
ITEM 6355	Weighing	Minimum Charge \$275 per car	2
ITEM 6360	Unit Trains - Cannot be received by Customer, on Customer Track	\$6,000 per train, per day	
ITEM 6365	Inspection of Hazardous Material Cars on Railroad Property	\$50 per car, per day	
ITEM 6370	Cars Not Released from Customs	Consult Sales & Marketing Representative	
ITEM 6375	Vehicle Storage – Automobile Compound	Consult Sales & Marketing Representative	
ITEM 6380	Loss and Damage Liability of CBNS		
ITEM 6385	Cars Provided by Foreign Railroad in Improper Condition	Consult Sales & Marketing Representative	
ITEM 6390	Surcharge – CBNS Owned, Leased, or Controlled: Boxcar, Centerbeam Flat Cars, Mill Gondolas.	\$1000 per revenue carload	
NOTES:			
1	Excessive overloaded cars may be subject to additional charges as determined by CBNS.		
2	Such request must be made in writing to the CBNS's Customer Service Group. This service is provided at the convenience and discretion of the CBNS, not all CBNSs have the capability to perform this service.		

***CBNS GENERAL TARIFF 11000,
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SECTION I: GENERAL RULES

CBNS GENERAL TARIFF 11000, CBNS operated by NSER

GENERAL RULES:

GOVERNING TARIFFS:

This tariff is governed, except as otherwise provided, by OPSL (Official Railroad Station List) 6000-Series, STCC (Standard Transportation Commodity Code) 6001-Series, UFC (Uniform Freight Classification) 6000-Series and BOE (Bureau of Explosives) 6000-Series.

ITEM 1000 CLASSIFICATION GOVERNING:

The term “Uniform Freight Classification” when used herein means:
Freight Tariff Uniform Freight Classification 6000-Series

ITEM 1020 STATION LISTS AND CONDITIONS:

This tariff is governed by Tariff ICC OPSL 6000-Series, as follows:

- A.** For additions or changes in Name, Location or Abandonment of Stations
- B.** Prepay Requirements
- C.** Restrictions as to acceptance or delivery of freight
- D.** Changes in station facilities
- E.** When a station is abandoned, all provisions applicable thereto are cancelled, effective on the date of abandonment

ITEM 1030 REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC...:

Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

ITEM 1040 CONSECUTIVE NUMBERS:

Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word “to” or a hyphen, they will be understood to include both numbers shown. If the first number only bears a reference mark such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

ITEM 1050 METHOD OF CANCELLING ITEMS OR CHANGE IN PROVISION(S):

This tariff will be amended by showing a revised Issued and Effective date. Revisions to this publication will be made from time to time by reissuing the tariff in its entirety and will be available on the website in the latest amended form. (www.gwrr.com)

ITEM 1070 CAR DEMURRAGE RULES AND REGULATIONS:

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

ITEM 1080 PAYMENT OF CHARGES IN CANADA:

- A.** When the service associated with switching, other accessorial services (except special train service) and unabsorbed amounts of foreign line reciprocal switching charges published in this tariff is performed at a station in Canada, the charge associated therewith is stated in Canadian funds.
- B.** Charges for special train service will be tendered in the same fund as the associated line-haul freight billing.

***CBNS GENERAL TARIFF 11000,
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***SECTION II: CREDIT TERMS &
SECURITY DEPOSIT***

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ITEM 2000 APPLICATION FOR CREDIT:

All Consignors, Consignees or Agents thereof conducting business with CBNS, or on a CBNS's property, will be required to apply for credit with the CBNS.

ITEM 2010 PAYMENT AND CREDIT TERMS:

All charges under this tariff must be prepaid, unless satisfactory arrangements with CBNS have been made prior to performance of service. Charges for services rendered under terms of this tariff will accrue against the customer located on the CBNS or against the responsible rail carrier involved, unless arrangements to the contrary have been made with CBNS prior to performance of service. All payment for services covered herein are due and payable within 15 days for freight invoices and 30 days for demurrage and other accessorial invoices following the invoice date. Payments received after expiration of the credit period shall be subject to a service charge of one and one-half percent (1 1/2 %) per month (or fraction thereof) of the outstanding balance.

ITEM 2030 SECURITY DEPOSITS FOR PAYMENT OF ACCESSORIAL CHARGES AND/OR SURCHARGES:

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 CBNS's credit list, and
- B. Fails to pay accessorial charges and/or surcharges after specific written demand referring 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 2040 APPLICATION FOR CREDIT:

The application for credit can be found by clicking on the link below:

<https://www.gwrr.com/freight-railroads/credit-tariff-application-forms/>

***CBNS GENERAL TARIFF 11000,
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***SECTION III: DEMURRAGE &
STORAGE PROVISIONS***

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ITEM 3000 APPLICATION:

This section applies to all customers shipping to or served by the CBNS and covers all railroad and private marked freight car(s) held for or by the customer(s).

With the following exceptions:

- A. Private car(s), on private tracks, except as provided in Item 3060.
- B. Car(s) containing refused or unclaimed freight to be sold by CBNS.
- C. Empty car(s) rejected as unsuitable for loading. See Item 6255 for handling instructions.
- D. Cars for loading or unloading of CBNS's company material while held on tracks or private siding connecting therewith.
- E. Cars of railroad ownership leased for storage of commodities while held on lessee's tracks.
- F. Cars specially equipped for handling welded railroad rail held for loading such rail.
- G. Cars covered by storage or hold charges.
- H. Cars assigned to shippers returned empty to point of assignment, to the extent storage rules apply.

ITEM 3010 APPLICATION FOR SPECIALIZED CARS:

When specialized cars are used for movement of commodities on CBNS and delays are incurred, the customer will be assessed demurrage based on the heavy-duty detention rules and rates in place in Section III. Examples of these cars are but not limited to, cars that carry dimensional equipment such as transformers, wind turbines, cranes, machinery, passenger cars, refrigerated cars and any other commodity that is considered high-wide or heavy.

ITEM 3020 NOTIFICATION TO CONSIGNOR OR CONSIGNEE:

- A. CBNS will furnish the following notifications as indicated:
 1. Cars for other than public delivery tracks:
 - a. Notice of constructive placement if car(s) are held on CBNS's tracks due to reasons attributable to the consignor or consignee.
 - b. Delivery of car(s) upon tracks of consignee will constitute notice.
 - c. When two or more parties, each performing their own switching, take delivery of cars from the same interchange track, notice will be given when cars are placed on the interchange track.
 2. Cars stopped in transit:
 - a. Notice will be given to the consignor, consignee or owner responsible for the car being stopped upon arrival of the car at the point of stoppage.
 3. Refused loaded car(s):
 - a. When a loaded car is refused at destination, CBNS will give notice of such refusal to the consignor or owner.
- B. Notification may be given in writing or electronically, and will contain the following:
 1. Car initials and number.
 2. If lading transferred en route, the initials and number of the original car.
 3. Commodity.
 4. Date and time.

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ITEM 3030 NOTIFICATION TO CBNS:

- A. CBNS must receive complete forwarding instructions by one of the following methods; ShipperConnect (e-BOL), a Class 1 website, or by planning directly with a third-party logistics services provider to submit forwarding instructions on their behalf via a Class 1 website or via EDI before a car will be considered released.
- B. CBNS will also accept forwarding instructions via fax or email subject to a charge as outlined herein Section VI, Item 6250 and Item 6255.
- C. CBNS will accept empty release information via ShipperConnect at no charge. CBNS will also accept empty release information to its Customer Service Center via fax or via email subject to a charge as outlined herein Section VI, Item 6250 and Item 6255.
- D. These charges will be accessed to the online Customer of record with the CBNS.
- E. When electronic or mechanical devices are used to furnish notification to the CBNS, the recorded date and time that the instructions are received will govern.

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ITEM 3040 CAR(S) HELD FOR LOADING:

TENDER:

Customer must provide car order information to CBNS with the requested spot date at time of ordering car.

Shipper Assigned Car(s):

- A. The notification that an empty car is available.

Other than Shipper Assigned Car(s):

- A. The notification, actual or constructive placement, of empty car(s) placed on orders of the consignor.
- B. Cars held by CBNS will be constructively placed on “order date” if the car order is not cancelled prior to the order date or, if placement instructions have not been received by CBNS, prior to the order date.
- C. When instructions are received to place a car prior to the order date, notification is considered placement date vs. order date as the customer is in control of the car at that point.

RELEASE:

- A. Date and time forwarding instructions are received.
- B. Car(s) placed on the interchange tracks of a consignor, who performs its own switching, must be returned to the interchange track for release.
- C. Improperly loaded or overloaded cars(s) at origin will not be considered released until the load has been adjusted properly.
- D. A car to be held for official grading or inspection at origin will not be considered released until such time as the grading or inspection is complete.

COMPUTATION:

- A. Time will be computed from the first 0001 hours after tender until the release.
- B. If the car is placed, but not ordered in, earlier than the date of the order, time will be computed from the first 0001 hours after the ordered in date until released.
- C. When the same car is unloaded and reloaded, time will be computed from the first 0001 hours after advice is received that the car(s) is empty until the car(s) is released.
- D. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue on the car until the forward instructions are received.

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ITEM 3050 CAR(S) HELD FOR UNLOADING:

TENDER:

The notification, actual or constructive placement, of a loaded car(s).

RELEASE:

- A. Date and time that the railroad receives advice that the car(s) is empty.
- B. Car(s) placed on the interchange tracks of a consignee who performs its own switching must be returned to the interchange track for release.
- C. When the same car is unloaded and reloaded, empty release information must be furnished at the time the car is made empty. If not furnished, demurrage will continue on the car until the forwarding instructions are received.

COMPUTATION:

Time will be computed from the first 0001 hours after tender until release.

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ITEM 3060 PRIVATE CAR(S) AND RAILROAD CAR(S) HELD FOR OTHER THAN LOADING OR UNLOADING:

Applies to car(s) held:

- A. On orders of consignor or consignee.
- B. Awaiting proper disposition from the consignor or consignee.
- C. As a result of conditions attributable to consignor or consignee.

DISPOSITION:

That information, including forwarding instructions or empty release information, that allows the railroad to either tender or release the car from the consignor's or consignee's account.

TENDER:

The notification, actual or constructive placement of a loaded car(s).

RELEASE:

Date and time that the railroad receives advice that the car is empty, or that forwarding instructions are received.

COMPUTATION:

Time will be computed from the first 0001 hours:

- A. After tender, until release, on car(s):
 1. Diverted
 2. Empty for loading – ordered and not used (other than a rejected car)
 3. Partially unloaded
 4. Reconsigned
 5. Reshipped
 6. Stopped in transit
- B. After car(s) are received by CBNS until date of disposition on:
 1. Car(s) received from connecting carriers.
 2. Loaded private car(s) returned to railroad tracks.
- C. After tender until date of refusal on:
 1. Refused loaded car(s) (consignee).
- D. After tender until date of disposition on:
 1. Refused loaded car(s) (consignor).
- E. After tender until release or placement on private tracks on:
 1. Loaded or Empty private car(s) – while held on railroad tracks.

ITEM 3065 RAILCARS THAT EXCEED LEASED TRACK SPACE:

In the event a customer makes arrangements with CBNS to lease track pursuant to a Track Lease Agreement and the number of railcars held for any given day exceeds the length of track space or the number of railcar spaces provided for in the Track Lease Agreement, an overage charge per railcar will be assessed for each railcar held beyond the allotted space. No free time or credits will be allowed, nor will relief be granted for holidays. For charge information see Item 3110 Demurrage Schedule of Charges.

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ITEM 3070 HAZARDOUS MATERIALS:

1. Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in the Environmental Protection Agency Regulations in 40 Code of Federal Regulations (CFR) and Hazardous Materials Regulations of the U.S. Department of Transportation 49 CFR 171.8 or successors thereof. Explosives are defined as Class 1 Explosives and characterized by Division as named in U.S. Department of Transportation 49 CFR 173.5 and Tariff Bureau of Explosives (BOE) 6000-Series.
2. Pursuant to 49 CFR § 174.16, Consignees 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. Subject to Item 5010 herein, Consignees that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of cars. CBNSs do not hold themselves out to provide storage of cars containing hazardous materials.
3. For the purpose of this Tariff, the term "Loss" shall mean any loss, injury, or damage which arises out of transloading, unloading and loading, transportation or disposition (including treatment, placement, 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 parties hereto) or to natural resources; injury or death of any person or persons (including, without limitation, employees of CBNS); 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.
4. Except as provided in Item 4100 herein, Shipper hereby agrees to indemnify, defend and hold harmless CBNS, 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 CBNS seeking to hold CBNS liable for any Loss to the extent that the Loss is caused by Shipper's act or omission, or act or omission of Shipper's own customer or contractor, Shipper's violation of any law or regulation, Shipper's failure to accept delivery, an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, or Shipper's breach of any other requirement including, but not limited to, Shipper's failure to provide proper identification of the Hazardous Materials to be transported, whether or not Shipper relied on other parties for said identification, unless CBNS's act or omission, violation of law or regulation, or breach of any requirement of this Tariff contributed to the Loss.
5. Notwithstanding any provisions in this Item 3070, Shipper hereby agrees to indemnify and hold harmless CBNS, 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 Shipper, another rail carrier, or contractor, or other transporter designated by Shipper, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by Shipper.
6. Except to the extent Loss is within the scope of the indemnity in paragraphs (4), (5), (6) and (7) of this Tariff, in the event a Loss is caused by Shipper's and CBNS's joint and concurrent negligence, by a cause unknown, or by a third party not having a contractual relationship with either Shipper or CBNS, each party shall bear half of such Loss. This provision shall not affect the rights of either Shipper or CBNS to recover for said Loss from such third party.

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7. Notwithstanding any other provision in this Tariff, Shipper shall, regardless of the cause, be fully liable for and shall indemnify CBNS, 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 waste material which is not identified on the bill of lading or manifest.
8. Notwithstanding any other provision in this Tariff, Shipper shall indemnify and hold harmless CBNS 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 Shipper's failure or negligence in inspecting and/or decontaminating equipment prior to release to CBNS or delivering railroad or motor carrier.
9. Knowledge on the part of one party of any violation of any terms of this Tariff 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 Tariff.
10. References to CBNS and Shipper as used in this Tariff shall include the officers, agents and employees of CBNS and Shipper. Shipper and CBNS further agree that each and all of its indemnity commitments in this Tariff shall extend to and include the parent and all subsidiary and affiliated companies of Shipper and CBNS and their respective officers, agents and employees.

For procedures and provisions of handling Toxic Inhalation/Poison Hazard Materials (TIH/PIH) see SECTION V as set forth herein or as set forth in CBNS's 0900 Series Tariff, if applicable. In the event of any conflict between the terms of this General Tariff 70067 and CBNS's 0900 Series Tariff, the terms of CBNS's 0900 Series Tariff shall control.

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ITEM 3080 DISPUTES:

A dispute must be submitted in writing to the contact provided on the invoice or invoice notification within thirty (30) days from the date that the bill 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 must be paid within fifteen (15) days of date of invoice for freight invoices and thirty (30) days for demurrage and other accessorial invoices.

MISSED SWITCH ALLOWANCE:

An allowance for missed switching may be made for cars held under Constructive Placement notification when the CBNS is unable to place the cars in response to the customer's orders.

STRIKE INTERFERENCE:

When it is impossible to load, unload, receive car(s) from or make car(s) available to the CBNS because of strike interference at the point where the loading or unloading is to occur; demurrage days will be charged at the rate of \$40.00 USD during the strike interference period, provided that:

- A. The disruption exceeds ten (10) days in duration during one calendar month.
- B. The provisions of this item will not apply to:
 - a. Inbound car(s) when waybills are dated four (4) days after the beginning of strike interference.
 - b. Car(s) for loading, when ordered after the beginning and prior to the ending of strike interference.
 - c. Automotive cars.

WEATHER INTERFERENCE:

- A. If the operations of the consignor or consignee are disrupted due to earthquakes, tornadoes, hurricanes, floods or heavy snow, the demurrage directly chargeable thereto, will be eliminated, provided the disruption exceeds (2) business days in duration. If train operations are not annulled due to weather interference, the demurrage charges will still be applicable in these instances. Final determination if charges are applicable will be made by General Manager of CBNS.
- B. Frozen lading in open-top hopper car(s) (Tariff ICC RER 6411 car type code "H" or "K"). Final determination will be made by General Manager of CBNS.

RAILROAD ERROR:

- A. If through railroad error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued if not for the error.
- B. Bunching and run-around of car(s) will not be considered as a railroad error.

ADDITIONAL CHARGES:

In the event railcars are not able to be pulled by CBNS upon arrival, additional charges may be assessed to customer, including but not limited to demurrage.

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ITEM 3090 NON-CHARGEABLE DAY(S):

A Saturday, Sunday or Holiday cannot be the first chargeable day.

If the free time on the car has already expired and customer is in chargeable days, then all subsequent Saturdays, Sundays and Holidays are chargeable.

Non-chargeable days as stated herein are not applicable when hazardous materials are involved. In the event hazardous materials are involved, a Saturday, Sunday, or Holiday is chargeable and can be the first chargeable day

Holidays shall include the following:

In the United States

New Year's Day - January 2
Martin Luther King Jr. Day – January 16
Memorial Day – May 29
Independence Day - July 4
Labor Day - September 4
Thanksgiving Day – November 23
Friday after Thanksgiving – November 24
Christmas Eve - December 22
Christmas Day - December 25
New Year's Eve - December 29

In Canada

New Year's Day - January 1
Day after New Year's Day – January 2
Family Day – February 20
Good Friday - April 7
Victoria Day/Patriot's Day - May 22
National Holiday (Quebec) June 23
Canada Day – June 30
Civic Holiday/Nova Scotia Day – August 7
Labour Day – September 4
Truth & Reconciliation – September 30
Thanksgiving Day – October 9
Remembrance Day – November 11
Christmas Day - December 25
Boxing Day/Day after Christmas - December 26

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ITEM 3120 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 on-line 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.

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***SECTION IV: RATE PUBLICATION
INFORMATION***

Prices are subject to increase, change or expiration. Any change to the prices will be shown in supplements to or a reissue of CBNS's public price documents.
Except as otherwise noted, ancillary charges contained in other documents will apply.

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ITEM 4000 CURRENCY:

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

ITEM 4010 ALTERNATION OF PRICES:

Rates specified in a Rail Transportation Contract or private rate quote of the CBNS shall take precedence over prices published in this public Price List for the same commodities over the same routes and unless otherwise specified in a Rail Transportation Contract or private rate quote. Prices published in this public Price List shall apply. A CBNS may alternate the prices set forth in the Price List with alternate price publications, which shall be subject to all other terms and conditions set forth herein.

ITEM 4020 RESERVED:

ITEM 4030 CONFLICT OF RULES:

The rules in this document will take precedence over rules contained in other separate publications when shipments move under the prices contained in a CBNS's public price document.

ITEM 4040 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 CBNS(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 4050 EMERGENCY ROUTING:

When in the case of pronounced traffic congestion (not an embargo), washout, wreck or other similar emergency, or through CBNSs' error, CBNSs forward shipments via other junction points of the same CBNSs 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 4060 FUEL SURCHARGE:

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

ITEM 4070 INTERNAL ROUTING:

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

ITEM 4080 INCORPORATION OF DOCUMENTS:

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

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ITEM 4090 LOADING AND UNLOADING:

Consignors and Consignees will load and unload cars.

Consignors must load all cars 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. All unused securement devices must be returned to and stored in the same car from which removed, and devices must be secured. To inquire about loading and unloading requirements for a CBNS, contact that Carrier's sales office. 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 Consignor at his expense. Consignee is responsible for unloading all material from the rail car. This includes lading, dunnage, loading or unloading enhancement materials, or any other miscellaneous debris. Failure to comply with these rules will result in Consignee being charged for all associated removal costs. For charge information see Item 6400 Accessorial Charge Reference Guide. This service is provided at the convenience and discretion of the CBNS. When equipment is found to be mis-loaded or overloaded, the Consignor will be given the opportunity to correct the situation at the Consignor's expense. Consignor is responsible for all damage to freight, rail equipment, or both caused by mis-loading or overloading. Consignee is required to return and secure the same car, all railroad owned securement devices removed to complete unloading, securely lock all bulkhead doors, return doors used in transportation of bulk commodities and close all exterior doors and hatches.

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ITEM 4100 LOSS AND DAMAGE LIABILITY OF CBNS:

ITEM 4100A EQUIPMENT LIABILITY:

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

ITEM 4100B CLAIMS FOR DAMAGE TO, OR DELAY OR LOSS OF, FREIGHT:

ITEM 4100B-1 CARMACK AMENDMENT PROTECTIONS:

The CBNS offers Carmack Amendment protection tailored to the commodity and route over which a Shipper is asking CBNS to transport its freight. If desired, please contact your CBNS 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 CBNS'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 CBNS 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 commercial.support@gwrr.com, before tendering the goods to CBNS, that includes: (1) a statement declaring the election of Carmack Amendment protection and the 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 CBNS as soon as reasonably possible at commercial.support@gwrr.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 CBNS's liability for damage to, or delay or loss of, goods in transit under this Item – 4100B-1 shall not exceed, and is limited to, the lesser of value of the goods or the declared value, if applicable. In the absence of an election by Shipper under Item – 4100B-1 above, Carmack Amendment protection is waived, and the provisions of Item - 4100B-2 shall apply.

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ITEM 4100B-2 ALTERNATIVE APPROACH FOR DAMAGE TO, OR DELAY OR LOSS OF FREIGHT:

If the Shipper does not elect Carmack Amendment protections as set forth in Item – 4100B-1 above, the CBNS will assume liability for freight claims subject to the following limitations:

1. CBNS's minimum claim for loss or damage to freight is \$500.00.
2. CBNS's maximum liability for loss of or damage to the freight is the lower of (i) its original cost; (ii) the cost of replacement; or (iii) \$25,000 per rail car; *provided, however*, any liability of CBNS for damaged cargo shall be reduced by the amount of any net salvage proceeds received by Shipper for such cargo.
3. CBNS'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 CBNS.
4. CBNS 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 CBNS.
5. Shipper acknowledges and accepts the inherent tendency of perishable goods to deteriorate or decay. CBNS is not liable for the decline of goods as is reasonably expected to occur while enroute. CBNS is not liable for the decline of goods attributable to disease or decay within the goods when loaded.
6. CBNS 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 CBNS unless the damaged or remaining lading retains no value. Product that is abandoned to the CBNS 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 CBNS'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 4100B-2.

Subject to the limitations in this Item 4100-B-2, and the remaining provisions of this General Tariff 70067, claims for damage to, or delay or loss of, any commodity transported by CBNS is governed in all other respects by the provisions of the Carmack Amendment and Title 49 of the Code of Federal Regulations Part 1005.

The freight claims form can be found by clicking on the link below and email to:
freightclaims@gwrr.com.

Freight Claims Form:

<https://www.gwrr.com/freight-railroads/credit-tariff-application-forms/>

ITEM 4100C GENERAL LIABILITY PROVISIONS:

1. There shall be no presumption of CBNS's fault for the loss, damage or delay of cargo. The burden of proof to establish the culpability of the CBNS is upon the claimant. CBNS is not liable for any

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loss, damage, or delay of cargo, except where CBNS's intentional act or omission, gross negligence or simple negligence is the direct or proximate cause of the injury. If CBNS's act or omission is not the sole cause of the injury but contributes to the loss, damage or delay to the cargo, the CBNS will be liable only for that portion of the injury as corresponds to its comparative culpability.

2. Under no circumstances will the CBNS 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 CBNS be liable for punitive damages or attorney fees.
3. CBNS agrees to transport shipments with reasonable dispatch. CBNS does not guarantee rail service within any particular time frame.
4. In the absence of an election by Shipper under Item – 4100B-1 above, CBNS's maximum liability for cargo is the lower of (i) its original cost, (ii) the cost of replacement, or (iii) \$25,000 per rail car; *provided, however*, any liability of CBNS 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 nine (9) months of the date the shipment was delivered, or in the case of failure to make delivery, then within nine (9) months after a reasonable time for delivery. Any lawsuit or other action for the enforcement or liability for loss of damage shall be instituted within two years after the railroad first declines the claim.

ITEM 4100D CLAIM FILING PROVISIONS:

1. CBNS liability for damages or shortages as provided herein is contingent upon CBNS 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 CBNS to inspect the cargo will not constitute an admission of liability by the CBNS or alter the burden of proof on the claimant to establish the liability of the CBNS.
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. Otherwise, the claim may be filed with any linehaul rail carrier in the route of the movement.

ITEM 4110 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.

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ITEM 4120 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 4130 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 4140 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. CBNS 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 CBNS, or has their credit cancelled by CBNS pursuant to 49 CFE, 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 CBNS. "Liquidated Damages Interest" means 20% of charges due.

ITEM 4150 PRICE TERMS AND CONDITIONS:

CBNS 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 CBNS.

ITEM 4160 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 CBNS 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".

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ITEM 4170 REJECTED, REFUSED, RETURNED SHIPMENTS:

Unless restricted, shipments reaching destination but not unloaded (for reason other than the CBNSs' 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. See Item 6255 for method of communication to CBNS.

ITEM 4180 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 V: TOXIC INHALATION
HAZARD (TIH) & POISON
INHALATION HAZARD (PIH)
PROCEDURES***

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ITEM 5000 TIH/PIH APPLICABLE COMMODITIES:

These procedures and policies apply to all commodities found in the AAR Circular No. OT-55-Series.

ITEM 5010 PROCEDURE ON DELIVERY AND PLACEMENT OF CARS:

Customer shall be prepared to receive carloads of TIH/PIH commodities immediately upon notification of availability at destination by carrier railroad. There will be no free time granted to customer once notification takes place. 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 CBNS 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. See Item 5000 for STCC codes that fall under the category of TIH/PIH and will be applicable in assessment of the daily charge and handling.

ITEM 5020 PROCEDURE ON UNSAFE OR IMPROPERLY LOADED CARS:

When a car is deemed unsafe based on the criteria bullet points below, a penalty of \$10,000 may be assessed to the Shipper, in addition to any additional costs incurred by CBNS:

- A car is overloaded, imbalanced or has a shifted load.
- A car is spilling, leaking, or dusting.
- A car containing TIH/PIH commodities or residue is identified moving on the CBNS's line for which shipping instructions were not regulatory compliant.

ITEM 5030 PROCEDURE ON ANY MAJOR ADJUSTMENT FOR TIH/PIH CARS:

When CBNS provides any of the following tasks to a 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 5040 PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY:

Where at CBNS'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 CBNS'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.

For procedures and provisions of handling Toxic Inhalation/Poison Hazard Materials (TIH/PIH) see SECTION V as set forth herein or as set forth in CBNS's 0900 Series Tariff, if applicable. In the event of any conflict between the terms of this General Tariff 70067 and CBNS's 0900 Series Tariff, the terms of CBNS's 0900 Series Tariff shall control.

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***SECTION VI: SWITCHING &
ACCESSORIAL PROVISIONS***

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ITEM 6000 INTRA-PLANT SWITCHING:

A switch that involves the movement of a car, loaded or empty, from one track to another track, or between two points on the same track, within the switch confines of the same industry. This charge will be assessed to the customer switched by the CBNS performing the switch. For charge information see Item 6400 Accessorial Charge Reference Guide. See Item 6255 for proper method of communication to CBNS

ITEM 6010 INTRA-TERMINAL SWITCHING:

A switching movement of a railcar loaded or empty, (other than Intra-Plant) from one (1) track to another track located on the same rail carrier within the switch limits of the same station. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6020 INTER-TERMINAL SWITCHING:

A switching movement between one railroad and another railroad when such movement is within the switching limits of the same station or switching district and not part of the initial revenue freight charge. Any switching charges from connecting roads will be in addition to those of the Carrier. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6030 RECIPROCAL SWITCHING:

An arrangement between carriers where the carrier physically serving the industry agrees to perform switching service for loading or unloading on behalf of another carrier on shipments having an immediately preceding or following line-haul movement via the other carrier. Any reciprocal switching provided by CBNS will be covered in a separate switching tariff.

ITEM 6035 INTERMEDIATE SWITCHING:

A switch that involves the movement of a railcar, loaded or empty, from the interchange track of one connecting rail carrier to the interchange track of another connecting rail carrier and charges are assessed as a switch movement not a line-haul charge. Intermediate Switching charges will be covered in a separate switching tariff.

ITEM 6040 CARS RECEIVED BY CARRIER & CBNS IS NOT PARTY TO THE BILL OF LADING:

When loaded or empty cars are received by CBNS from connecting railroad and the empty or loaded railcars is not consigned to CBNS or its customers as stated on the bill of lading, these cars will be treated as mishandled cars and charges will be assessed against the interchanging carrier. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6045 RAILCARS REJECTED AT INTERCHANGE BY INTERCHANGE CARRIER OR REQUEST TO HOLD RAILCARS AT INTERCHANGE:

When CBNS handles empty moves or reverse route empty railcars delivering to the interchanging railroad and interchanging railroad request cars be held at interchange, CBNS may assess an additional charge per day for the duration of the time holding the cars or up until the time cars are interchanged to the connecting road. If railcars are rejected by railroad at interchange CBNS may assess a charge against the carrier rejecting the railcar. For charge information see Item 6400 Accessorial Charge Reference Guide.

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ITEM 6050 “SHIPMENT TO ORDER”, “ORDER NOTIFY” OR “STRAIGHT BILL OF LADING” REQUIRING SURRENDER OF BILL OF LADING OR WRITTEN ORDER:

When the original Bill of Lading or written order covering a shipment described above is not available, the property may be delivered in advance of the surrender of the Bill of Lading or written order, as the case may require, under provisions of Rule 7 of the UFC. If a Bill of Lading is tendered after car is released loaded or empty, shipper releasing said car will be assessed applicable charges, for every day CBNS awaits instructions for movement demurrage charges may also be assessed. For charge information see Item 6400 Accessorial Charge Reference Guide, CBNSs Tariff 6006 or CBNSs Tariff 2015. When Order Bills of Lading or written orders are received prior to arrival of the car on the CBNS’s Road there will be no charge.

ITEM 6070 SPECIAL SERVICES:

Special Service is defined as service at other than normal assigned time, expedited train service or transportation requirements at the request of the customer, including services required due to excessive dimension, weight or other conditions not permitting normal operations.

Upon request, Special Service may be provided with reasonable advance notice to CBNS and only when CBNS determines that sufficient locomotives and crews are available to provide such services during prescribed scheduled operating and switching times. Special service requests must be submitted in writing via email to CBNS. All applicable line-haul charges will be assessed in addition to the charges specified at time of request to cover crew and locomotive usage. 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 subsequently cancelled within 24 hours of the original requested time, there will be a cancellation fee as listed in Item 6400 Accessorial Charge Reference Guide.

ITEM 6080 CLOSING OR OPENING DOORS ON CARS:

Loaded cars will not be moved unless all doors, hatches, outlet gate doors on covered hoppers, gates and tie-down devices are secured. Additional Intra-Terminal Switch charge will apply if any subsequent trips to the customer are necessary due to doors, etc., not being secured. On empty or loaded cars, when it becomes necessary for the CBNS 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 car. This service is provided at the convenience and discretion of the CBNS. For charge information see Item 6400 Accessorial Charge Reference Guide.

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ITEM 6090 IMPROPERLY LOADED CARS (OVERLOADED):

When a car is overloaded (car or rail limits), the shipper will be notified and given the opportunity to take corrective action. Charges assessed include the service of weighing when done at Carrier's facility, if applicable. If a car is more than 1,500 lbs. above car capacity or track capacity, the applicable overweight charge for Carrier will apply. Corrective action may include the following and charges will be at prevailing line-haul and accessorial rates. For additional information and procedures see Section VII High-Wide-Heavy Clearance Procedures. For charge information see Item 6400 Accessorial Charge Reference Guide.

- The excess lading/product may be removed, with the remaining lading forwarded to the original billed destination, at the price from the original billed origin, on the remaining weight.
- The excess lading/product may be placed in another car and both cars forwarded to the original billed destination at a price from the original billed origin to the original billed destination per car.
- The entire lading/product may be transferred to another car if such transferrable results in the car being accepted for further movement with freight charges being those on the weight of the reloaded car, from original billed origin, to the original billed destination.
- The excess lading/product may be placed in another car and returned to the original billed origin. The remaining lading in the original car may be forwarded to the original billed destination, at the price from the original billed origin, on the remaining weight. For that portion returned to the original billed origin, the charge will be negotiated with the participating Carriers at the time of return.

ITEM 6100 DUNNAGE AND SHIPPING DEVICES OR CONTAINERS:

When shipments are made in shipper's racks, crates, trays, bins, etc., the return movement of the empty racks, crates, trays, bins, etc., shall be deemed as an empty movement and may be subject to a Rule 11 charge for return. If a car containing racks, crates, trays, bins, etc., is placed at a customer and all are removed and there is no loaded movement in connection with this car, the initial movement of this car into the customer shall be deemed as a loaded movement and line-haul charges assessed accordingly.

ITEM 6120 CARS RELEASED EMPTY, WHEN ACTUALLY LOADED OR RELEASED LOADED WHEN ACTUALLY EMPTY:

If a car is released empty and found to be loaded and vice versa, the customer will be billed the freight rate plus any accessorial switching and demurrage as determined by the Sales & Marketing Representative to return car.

ITEM 6130 TURNING OF CARS:

At the request of the customer or when it is necessary to turn a car, in order that a car may be unloaded or loaded, a charge will be assessed to the appropriate party based on circumstances necessitating turning of the car. Such request must be made, in writing to the CBNS's Customer Service Group. This service is provided at the convenience and discretion of the CBNS, not all CBNSs have the capability to perform this service. For charge information see Item 6400 Accessorial Charge Reference Guide. See Item 6255 for proper method of communication to CBNS.

ITEM 6140 EMPTY CARS ORDERED, NOT LOADED:

If a car order is placed for empty cars for loading and the service of constructive or actual placement has been performed and the cars are subsequently released back to the CBNS without being loaded and billed in addition to applicable demurrage charges, a charge will be assessed to the party ordering the equipment. For charge information see Item 6400 Accessorial Charge Reference Guide.

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ITEM 6150 CARS ORDERED ON BEHALF OF CUSTOMER, CANCELLED WHILE EN ROUTE:

If CBNS has placed a car order on behalf of the customer and instructions are received by CBNS to cancel the car order while cars are in route but have not yet been constructively placed or actually placed a charge will be assessed. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6170 EMPTY OR LOADED RAILCARS RELEASED; NOT AVAILABLE TO PULL:

When a customer releases an empty or loaded car and it is determined upon arrival that the equipment cannot be pulled by railroad as a result of conditions attributable to the consignor, loader, consignee, Care-of-Party or unloader, charges assessed are in addition to all other applicable charges. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6180 EMPTY OR LOADED RAILCARS ORDERED IN; UNABLE TO PLACE:

When a customer orders in an empty or loaded car but cannot receive the car as a result of conditions attributable to consignor, loader, consignee, Care-of-Party or unloader, charges assessed are in addition to all other applicable charges. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6190 MILEAGE CHARGES ON PRIVATELY OWNED CARS:

The CBNS will not pay mileage charges on privately owned cars when moving from, to or via stations on the CBNS road.

ITEM 6200 MOVEMENT OF LOCOMOTIVES:

Privately owned, leased or foreign line locomotives moving point to point over the CBNS Road will be assessed a line haul charge to be determined by the Marketing and Sales Manager and is contingent on locomotive moving in regular CBNS train service. CBNS will not absorb any switching charges applicable to shipments of locomotives. Prior to moving said locomotive, contact CBNS Sales & Marketing Representative for special arrangements for this movement.

All privately owned, leased or foreign locomotives are subject to a joint inspection at interchange by both the CBNS mechanical personnel and connecting carrier mechanical personnel. Any locomotives that fail inspection will be rejected at interchange.

CBNS Road will assume no liability while moving locomotives.

This charge is subject to the Fuel Surcharge Tariff 92000.

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ITEM 6210 DIVERSION OR RE-CONSIGNMENT:

When an order is placed with the Customer Service Center for CBNS by the Consignee, Consignor/Shipper, or the Owner of shipment, that modifies any provision or terms described below, a diversion/re-consignment charge to the party requesting change is applicable. Such orders will be accepted only if the car has not yet been placed/interchanged or classified for delivery to the consignee, switching railroad, handling line or connecting carrier. For charge information see Item 6400 Accessorial Charge Reference Guide.

- Change in the name of the Consignee.
- Change in the name of the Consignor.
- Change in the destination.
- Change in the route.

No diversion will be accepted:

- After arrival of car at actual destination or destination service yard.
- CBNS will not accept a diversion order that would change CBNS's participation in the route from a delivering carrier to an intermediate carrier, on movements that CBNS receives from another line haul carrier. This movement will be considered as terminating at the station where the car is diverted and re-billed therefrom to affect the diversion order. CBNS will accept a new Bill of Lading for re-routing the car or utilize the diversion order as the new Bill of Lading.
- Waybill changes for Diversion and Reconsignments shall be handled in accordance with the Railway Accounting Rules.

ITEM 6215 CHANGES OR CORRECTIONS TO BILLING; FROM CUSTOMER:

If, after billing has been electronically submitted by the customer, the customer changes or corrects the billing and submits revised billing, the customer must notify Customer Service for the CBNS Road prior to making the change or immediately upon submitting the change. This is to ensure the correct information is captured and transmitted through-out the entire routing. 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, there will be a per car administrative fee assessed to the party requesting the change. If changes are made after the car has been picked up, it is considered a diversion as per Item 6210. If a customer's billing or forwarding instructions are the cause of CBNS Railroad incurring misroute charges (also known as "interchange error" or "setback" charges) and/or other charges from the connecting railroads, then such charges will be passed through to the customer causing the misroute or other charge. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6220 LEASING OF RAILROAD TRACKS FOR STORAGE:

CBNS'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 and the estimated duration of the storage needed. Cars placed in storage must be privately owned and free of car hire. Cars held on storage tracks will not be subject to demurrage charges. When CBNS is requested to switch car in or out of storage by customer, a charge per switch per car will be assessed.

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ITEM 6230 FAILURE TO DELIVER LOAD TO SUPPLYING CARRIER:

When a foreign road delivers a railroad owned or controlled car to the CBNS for a customer to load, and the customer fails to return the loaded car to the foreign road that supplied the car, but instead ships the loaded car via another railroad, the customer will pay a minimum charge per car, to the CBNS plus any applicable charges that may be assessed by the foreign railroad originally supplying the car. This situation is not applicable to charges assessed in Item 6150.

For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6250 METHOD OF FORWARDING INSTRUCTIONS & ADDITIONAL SERVICES:

CBNS's will accept forwarding instructions through one of three methods at no charge; ShipperConnect™ (e-BOL)/or Web tool(s) provide by CBNS, a Class I web site, or by making arrangements directly with third party logistics services providers to submit forwarding instructions on their behalf via a Class I web site or via EDI. CBNSs will accept forwarding instructions to its Customer Service Center via fax or via email subject to a charge per faxed or emailed bill of lading as stated in the Accessorial Charge Reference Guide, Item 6400. The creation and/or edit of customer approved waybills and/or shipping patterns by the CBNS on behalf of the Customer will be subject to the same charge per waybill and/or pattern requested. This charge will be assessed to the online Customer of record with the railroad. The CBNS reserves the right to reject as an unreasonable request for service, any "fax" or "email" forwarding instructions that are illegible, whether due to poor transmission quality, poor or illegible handwriting, or otherwise. CBNS will not accept delivery of forwarding instructions by US Mail, express service, personal delivery, or otherwise. The CBNS will not be responsible for any extra fees or costs assessed by any third-party railroad arising from the actual car movement or data contained within the waybill.

ITEM 6255 METHOD TO PERFORM ADDITIONAL REQUESTS ON RAILCARS:

Additional Requests are defined as: release of empty railcars, (Item 6000) Intra-Plant Switch requests, (Item 6355) Weighing requests, spot request/placement of railcars, and (Item 6130) Turning of Cars.

For Rejected Railcars:

1. After submitting rejection requests via ShipperConnect™/or Web tool(s) please follow up with Customer Service Center.
2. Request for rejected railcars must be submitted within 72 hours after placement at customer.

CBNS's will accept additional request information using ShipperConnect™/or Web tool(s) provided by CBNS 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. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6260 DATE AND TIME RECORD OF NOTIFICATIONS:

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

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ITEM 6265 EQUIPMENT MIS-USE CHARGES:

If any shipper reloads a CBNS's controlled freight car off-line without prior written or verbal consent from the CBNS equipment manager, a charge per car will be assessed against that shipper. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6270 CARS ORDERED AND REJECTED BY CUSTOMER:

When a car order is placed by the customer to a supplying carrier and the incorrect car type or size is provided by the supplying carrier and subsequently rejected by the customer, a charge per car will be assessed to the supplying carrier. For charge information see Item 6400 Accessorial Charge Reference Guide. See Item 6255 for proper method of communication to CBNS.

ITEM 6275 CHARGES FOR STAND-BY SWITCHING SERVICES:

When the CBNSs locomotive and operating crew are held at the request of an industry or shippers agent, or when the locomotive and crew are delayed by an industry or shippers agent within the confines of the industry or immediately adjacent thereto, or is requested by the industry or shippers agent to perform extra switching service before or after regular switching service, a charge for such a stand-by, delay, or extra switch service will be assessed. Rate charged will be for the first hour or fraction thereof. All charges in excess of one (1) hour shall be on a quarter hour bases at a per quarter hour or fraction thereof charge. Such charges shall be in addition to other published charges, if any, applicable to cars delayed or handled. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6280 RE-SPOTTING CHARGE:

When cars placed by CBNS at industry or team tracks for loading or unloading are released by consignee as loaded or empty prior to being completely loaded or unloaded, and such cars are moved by CBNS from industry or team tracks, they will be subject to a charge. The cars will remain on continuous demurrage transaction beginning with the date and time of initial placement and notification by CBNS. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6285 HANDLING OF EMPTY FREIGHT CARS:

This provision will not apply when the empty movement is immediately preceded by a loaded revenue movement and empty is returned to original interchange or if the empty movement is immediately followed by a loaded revenue movement.

This provision applies on all types of rail cars, including, but not limited to, cars provided by railroads, leased cars and cars bearing other than railroad reporting marks, but not including passenger train cars.

The charge for movement of empty cars is referenced in Item 6400 Accessorial Charge Reference Guide. CBNS will not be responsible for the payment of any per diem or mileage charges, nor will CBNS absorb any switch charges. This rate will apply only to movement of cars in regularly scheduled train service. If special train service is required for movements other than those listed above, charges contained in Item 6400 Accessorial Charge Reference Guide will apply.

ITEM 6290 DIMENSIONAL LOAD CHARGES:

There will be a minimum charge for dimensional shipments. Please consult your Marketing Representative for a rate quote. See Section VII High-Wide-Heavy Clearance Procedures of the General Tariff 1000 for information for moving high/wide or heavy shipments via CBNS. All Clearance Requirements must be met before shipment arrives on the CBNS.

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ITEM 6295 CARS WITH IMPROPER LOADING OR IN A DANGEROUS MANNER:

When cars are discovered to be loaded in an improper, or dangerous manner, either at origin or beyond the origin switching limits, the transferring or reloading of the shipment will be the responsibility of the shipper, and a switching charge will be assessed per car, if such service is performed by CBNS. The shipper on the Bill of Lading will be responsible for all charges that accrue in connection with this item, in addition, the shipper will indemnify CBNS from liability for any loss of life, personal injury, or damages to property as a result of the improper loading of equipment. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6305 CAR ORDERING BY SPECIFIC NUMBER (CHERRY PICK):

A switch charge will apply when a customer has cars in storage status and orders in a specified rail car or specified series of rail cars (i.e., what is known as “Cherry Picking”). For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6315 EMPTY CARS RECEIVED BUT NOT ORDERED:

When an empty car is received in interchange that was not ordered by CBNS and CBNS has no empty car orders to which the car can be applied, a per car charge will be assessed against the delivering carrier and car will be returned empty to receiving road. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6320 MOVEMENT OF LEASED OR PRIVATELY OWNED EQUIPMENT:

CBNS reserves the right to bill the owner of a leased or privately owned railcar for any revenue empty movements on CBNS rail line. CBNS will exercise this option in the event payment is not made by the parties listed on the bill of lading for the movement of such railcars. The owner of the leased or owned equipment will be responsible for paying the freight charges in such cases. If the empty bill of lading does not specify the freight payor, the owner of the railcar will be liable for any charges that arise from the movement of the railcar(s). Charges will be determined by the actual movement of the railcar.

ITEM 6325 INCOMPLETE BILL OF LADING INFORMATION:

When cars have been pulled from the industry or team track and the customer-supplied documentation on, or associated with the Bill of Lading, is insufficient, inaccurate or incomplete to continue or complete service delivery, CBNS will correct the Documentation with the shipper and:

1. The shipper will be assessed an Incomplete Documentation charge per car.
2. If the car must be stopped awaiting further information or documentation from shipper, the car will be placed in hold status and all applicable demurrage or other ancillary charges such as switching will apply.
3. Cars will not be removed from hold status until the shipper provides CBNS with complete information.

For charge information see Item 6400 Accessorial Charge Reference Guide.

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ITEM 6335 RE-RAILING RAILCARS AND RAILCARS DAMAGED BY CUSTOMERS:

Railcars should not be moved by customers after placed by CBNS. At times, it is necessary for customers to move railcars and all precautions should be taken to avoid incident and derailling railcars. If a railcar becomes derailed, customer must notify CBNS immediately. If CBNS is used to assist in the re-railing of the cars or if CBNS finds a railcar damaged in a derailment and not reported a minimum charge will be assessed plus all other charges for costs that may apply to re-rail and repair railcars and track. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6341 CARS NOT PROPERLY PLACARDED:

A charge will be assessed for cars not properly placarded. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6345 RAILCARS REJECTED BY CUSTOMER AS UNSUITABLE FOR LOADING CUSTOMER-REFUSED LOADED CARS:

Empty railcars rejected as unsuitable for loading and loaded railcars refused at destination without being unloaded are allowed two days of free time for inspection and release. Customers choosing to keep railroad-owned cars, or private cars on railroad property, beyond that time will be billed the Demurrage Schedule of Charges as listed in Section III. See Item 6255 for proper method of communication to CBNS.

ITEM 6350 CALL OUTS/CAR REPAIRS:

If CBNS is required to repair damage to cars caused by customer, all costs of repairs will be charged to the customer. Outbound loaded cars or released empty cars will not be moved unless all doors, hatches, gates and tie down devices are secured. For charge information see Item 6400 Accessorial Charge Reference Guide. This service is provided at the convenience and discretion of the CBNS.

ITEM 6355 WEIGHING:

A charge will be assessed to Customer requesting that a railcar be weighed. For charge information see Item 6400 Accessorial Charge Reference Guide. This service is provided at the convenience and discretion of the CBNS, not all CBNSs have the capability to perform this service. See Item 6255 for proper method of communication to CBNS.

ITEM 6360 UNIT TRAINS THAT CANNOT BE RECEIVED BY CUSTOMER ON CUSTOMER TRACK:

Loaded or empty unit trains that cannot be received by customer on customer tracks due to lack of customer track space will be charged a daily fee per train, per day starting at midnight on day of train arrival at destination. For charge information see Item 6400 Accessorial Charge Reference Guide.

ITEM 6365 INSPECTION OF HAZARDOUS MATERIAL CARS ON RAILROAD PROPERTY:

When a hazardous material car is held in the yard exceeding five (5) calendar days, the cars must be inspected every forty-eight (48) hours as required by Canadian Law. The customer will be assessed a charge of \$50 per car, per inspection. These charges will be assessed on a monthly basis.

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ITEM 6370 CAR NOT RELEASED FROM CUSTOMS:

Clearance from Customer is required for railcar to cross border. If clearance is not provided prior to border crossing, car will be set off and applicable charges will be assessed. Additional charges may apply.

ITEM 6371 SEAL REQUIREMENT FOR LOADED CONTAINERS & TRAILERS MOVING TRANSBORDER:

The Canadian Border Serves Agency (CBSA) requires a high-security seal be affixed to all loaded containers and trailers crossing into Canada or in transit through Canada. This includes domestic shipments that cross the border while in transit.

Shippers must transmit seal numbers on their shipping instructions to meet this CBSA requirement. This helps to minimize the CBSA inspections and expediting freight. This fee is assessed to the Shipper if the seal requirement is not met. For EDI Customers, the seal number information must be input on the M7 segment of the EDI 404 Bill of Lading.

ITEM 6375 VEHICLE STORAGE – AUTOMOBILE COMPOUND:

A per vehicle, per day fee shall apply while stored in CBNS facility until vehicle is picked up by vendor.

ITEM 6380 LOSS AND DAMAGE LIABILITY OF CBNS:

The CBNS shall be liable for claims only if Carrier negligence is shown by the claimant to be the proximate cause of the loss or damage. CBNS 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 CBNSs.

CBNS shall not be liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, nor shall CBNS be liable for punitive damages or attorney fees. CBNS liability for damages or shortages is contingent upon CBNS 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. 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 nine (9) months of the date the shipment was delivered, or in the case of failure to make delivery, then within nine (9) months after a reasonable time for delivery. Any lawsuit or other action for the enforcement or liability for loss of damage shall be instituted within one year after the CBNS first declines the claim.

ITEM 6385 CARS PROVIDED BY FOREIGN RAILROAD IN IMPROPER CONDITION:

When an empty car furnished for loading is refused due to improper condition, a charge will be assessed to the foreign railroad supplying the car to the CBNS.

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ITEM 6390 SURCHARGE – BOXCAR, CENTERBEAM FLAT CARS, MILL GONDOLA CARS OWNED, LEASED OR OTHERWISE CONTROLLED BY CBNS:

A surcharge per revenue carload applies to shipments originating in CBNS's or CBNS's affiliates' owned, leased, or otherwise controlled boxcars, centerbeam flat cars, and mill gondolas ("Cars"*) originating at stations served by CBNS. The surcharge will be assessed to the online customer served by the CBNS. This surcharge is also applicable when reciprocal switching of such Cars is performed by CBNS.

The surcharge is in addition to other applicable charges, including but not limited to freight charges, other surcharges, and accessorial charges published in this tariff.

CBNS shall be responsible for the maintenance and repair of the Cars, except to the extent damage to the Cars beyond normal wear and tear is caused by Shipper's negligence or misuse of the Cars, in which case Shipper shall be responsible for the costs to repair such damage and any transportation costs CBNS incurs to send any such damaged Cars to an offline car repair shop. CBNS shall not be responsible for any freight claims associated with commodities shipped in the Cars unless such claims are the result of CBNS's sole negligence. Shipper accepts all Cars in AS-IS condition. Mill gondola railcars are defined herein as unequipped, open top flat bottom gondolas (AAR Car Types E & G. Including, but not limited to: E534, E735, G519, G516, G719, E524, G619, E634, G515, E531, G514). For charge information see Item 6400 Accessorial Charge Reference Guide.

*Term "Cars" is exclusive to Item 6390 only.

ITEM 6395 MOVEMENT OF LEASED OR PRIVATELY OWNED EQUIPMENT:

CBNS reserves the right to bill the owner of a leased or privately owned railcar for any revenue empty movements on CBNS's rail line. CBNS will exercise this option in the event payment is not made by the parties listed on the bill of lading for the movement of such railcars. The owner of the leased or owned equipment will be responsible for paying the freight charges in such cases. If the empty bill of lading does not specify the freight payor, the owner of the railcar will be liable for any charges that arise from the movement of the railcar(s). Charges will be determined by the actual movement of the railcar.

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***SECTION VII: HIGH-WIDE-HEAVY
CLEARANCE PROCEDURES***

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ITEM 7100 GENERAL INSTRUCTIONS:

These procedures establish instructions governing the movement of shipments in excess of published weight and AAR Plate restrictions listed in Item 7150 Line Segment Dimensions/Weights. It applies to all CBNS railroads and affiliates. All clearance related correspondence should be channeled through clearances@gwrr.com to ensure proper handling by those assigned responsibility for this function. The CBNS designee, where the excess dimension / excess weight load will originate, terminate or traverse is the point of contact for initiating all required clearance files. Clearance requests will be submitted electronically by sending all required documentation to clearances@gwrr.com. Electronic requests will be routed to the appropriate person in the clearance process. In the case of the loads originating on CBNS, the servicing road is responsible for ensuring the clearance request is generated based upon the customer's information. This clearance request must be provided to each railroad along the proposed route and the movement cannot be authorized until each clearance request is answered in the positive. If the shipper has already established clearance procedures with another servicing road in the route, these procedures can continue to be used. The review and approval by the appropriate CBNS Departments is still needed prior to movement. In the case of loads terminating on or traversing over CBNS tracks, the receiving road is responsible for processing the inbound clearance request to the appropriate CBNS Departments. The movement cannot be accepted at interchange until the clearance is approved by the appropriate CBNS department. All clearance related correspondence should be channeled through the clearances@gwrr.com to ensure proper handling by those assigned responsibility for this function.

ITEM 7110 CLEARANCE PROCEDURES:

Clearance Requests for movement of excess dimensions / weight loads shall be initiated by completing the CBNS Dimensional Load Clearance File Request form and submit to clearances@gwrr.com. A Clearance Request Form found by clicking the link in Item 7115 Forms, the form must be completed for each movement originating on the CBNS property. Once an origin/destination pair for a given movement has been cleared, subsequent movements of the same commodity, weight and dimensions can be initiated by completing the CBNS Dimensional Load Measurement Form and submit to the clearances mailbox: clearances@gwrr.com. If other than AAR approved, registered, and stenciled equipment is to be used, the clearance request shall include equipment length, truck centers, number of axles, axle spacing, wheel diameter, and any car manufacturer's restrictions on the horizontal or vertical alignment over which the equipment must not be used.

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ITEM 7115 FORMS:

The following forms can be found by clicking on the link below:

- G & W Dimensional Load Clearance Request Form
<https://www.gwrr.com/wp-content/uploads/2021/06/DIMENSIONAL-CLEARANCE-REQUEST-FORM-2017v1.pdf>
- G & W Dimensional Load Measurement Form
<https://www.gwrr.com/wp-content/uploads/2021/06/DIMENSIONAL-LOAD-MEASUREMENT-FORM-2017v1.pdf>

ITEM 7120 HANDLING OF OVERLOADED CARS:

When it is determined that a car is loaded beyond its registered and stenciled capacity the cars shall not be moved until the extent of the overload is determined. The customer shall be notified by servicing railroad that identified the overload and be given the opportunity to take corrective action.

For cars in transit that are found to be overloaded, the following actions shall govern further movement:

- 263,000 lbs. Gross Rail Load Cars:
 - *Up to 4,000 lbs. overload, the car may be moved without mechanical inspection.*
 - *Up to 10,000 lbs. overload the car may be moved if it passes mechanical inspection. Speed should be reduced by one track class for the movement.*
 - *Greater than 10,000 lbs. overload (273,000 GRL) requires load reduction.*
- 286,000 lbs. Gross Rail Load Cars:
 - *Up to 1,500 lbs. overload, the car may be moved without mechanical inspection.*
 - *Greater than 1,500 lbs. overload (287,500 GRL) requires load reduction.*

In all cases the local Sales Manager and Marketing Representative shall be notified of overload condition as the above only covers acceptance criteria involving car, track and structures and does not take into account pricing issues.

ITEM 7125 SPECIAL CAR 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 Item 7150 Line Segment Dimensions/Weights shall be handled on a permit basis only, special handling charges may be applied. Any request for special clearance of high, wide, or heavy equipment should be cleared through clearances@gwrr.com for each CBNS 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 Item 7150 Line Segment Dimensions/Weights, will be subject to an additional per car charge.

ITEM 7130 CLEARANCE RESTRICTIONS:

As a common point of reference, The General Tariff 1000 and the Timetable for each CBNS property shall contain its published weight limit and clearance information, See Item 7150 Line Segment Dimension/Weight.

The minimum coupled length for cars moving on lines cleared for 263,000 or 286,000 pound gross rail load shall not be less than 42’ 0”.

CBNS GENERAL TARIFF 11000, CBNS operated by NSER

ITEM 7140 CLEARANCE CONTACT INFORMATION:

Any questions pertaining to CBNS's Clearance Procedures shall be forwarded to the clearances@gwr.com for handling and approval.

CBNS GENERAL TARIFF 11000, CBNS operated by NSER

ITEM 7150 LINE SEGMENT DIMENSIONS/WEIGHTS:

RAILROAD	SUBDIVISION	GROSS WEIGHT ON RAIL	DIMENSION
CBNS	Sydney Sub MP 0-15.0	268k	Plate F
CBNS	Sydney Sub MP 15.0-112.8	263k	Plate C
CBNS	Hopewell, Others	268k	Plate F

***CBNS GENERAL TARIFF 11000,
CBNS operated by NSER***

***SECTION VIII: ENVIRONMENTAL
SURCHARGES***

CBNS GENERAL TARIFF 11000, CBNS operated by NSER

ITEM 8000 APPLICATION OF CARBON SURCHARGES:

The Carbon Surcharge applies for any traffic that travels from, to, or within Canadian provinces as per the federal and provincial carbon pricing programs. The Carbon Surcharge is in addition to all other charges, including, without limitation, freight, fuel surcharge and all other accessorial charges.

ITEM 8005 SURCHARGE PAYMENT RESPONSIBILITY:

The Carbon Surcharge will be invoiced as noted below:

- For interline ISS shipments, the customer shipping or receiving railcars on the CBNS's railroad shall be responsible for the Carbon Surcharge payment.
- For non-ISS shipments, the Carbon Surcharge shall be invoiced to the rail carrier on behalf of which the CBNS is handling or hauling the shipment(s). In certain circumstances where the rail carrier may not be invoicing for the Carbon Surcharge, the CBNS reserves the right to invoice the rail carrier's client directly for the Carbon Surcharge.

Carbon Surcharges will be based on the revenue car miles moved on any CBNS railway tracks as well as for any revenue car miles moved by the CBNS on another rail carrier's rail line, in the applicable province.

ITEM 8010 CARBON SURCHARGE TABLE:

PROVINCE	FEE PER MILE (CDN\$)	FEE PER MILE (USD\$)
Ontario	\$0.279	\$0.224
Quebec	\$0.217	\$0.174
Nova Scotia	\$0.217	\$0.174