Optional Services Catalog

Customer Switching and Accessorial Services

a Genesee & Wyoming Company

OTVR 7006-13

(Cancels All Prior Versions)

- **Customer Switching**
- **Billing Guarantee**
- **Timely Invoicing**

Our top priority is to provide safe, reliable transportation for our customers. Part of that commitment is to maintain a fluid and adequate supply of rail cars and to ensure that all railcar assets, both railroad and privately-owned, are utilized as optimally as possible.

www.gwrr.com

Charge Schedule

Item 6000	Intra-Plant Switch	^$275
Item 6010	Intra-Terminal Switch	^$525
Item 6020	Inter-Terminal Switch	^$525
Item 6040	Error Moves	$500
Item 6050	Car Released Without Bill of Lading	$400
Item 6070	Special Train Charges	Minimum $6,000 ($120 Per Mile, 50 Mile Minimum)
Item 6080	Closing Doors	$300
Item 6090	Overload Charges (Maximum Gross Weight Without Clearance is 286,000lbs)	$1,000
Item 6140	Empty Cars Ordered, Not Loaded	$500
Item 6150	Cars Ordered, Cancelled While En Route	$150
Item 6160	Cars Received, Refused Due to Improper Condition	$500
Item 6170	Empty/Loaded Cars Released, Not Available to Pull	$500
Item 6180	Empty/Loaded Cars Ordered In, Unable to Place	$500
Item 6210	Diversion/Re-consignment	$350

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Billing Guarantees

As part of our efforts to streamline the billing process, we are committing to an expedited and simple billing process.

Billing On-Time

We commit to bill you on time
We will issue Customer Switching and Accessorial Services invoices monthly.

Billing Disputes

We commit to addressing disputed bills quickly

If you believe that there has been a billing error, we want to make it right as quickly as possible.

To be eligible for a review, a claim must be submitted, in writing, within 30 days of the invoice date to: MidwestDisputes@gwrr.com

Along with a brief description, your claim must include the car initial and number and the related invoice number.

Any claim not filed within thirty (30) days from the date of the invoice will be declined.

Any non-disputed charges should be paid by the due date listed on the respective invoice.

Please contact your local marketing representative if you have any questions concerning your business on the OTVR:

Robert Bingham
Manager, Sales & Marketing
Email: robert.bingham@gwrr.com
Office: (989) 797-5132

This document is subject to the terms, conditions and guidelines provided in the Midwest Region General Tariff 1000.

The Midwest Region General Tariff 1000 Section VI provides guidelines and provisions for switching and other accessorial charges. Please review these provisions as it applies to your business on the OTVR.

Any charges not covered on this OTVR 7006 are subject to rules and provisions found in the Midwest Region General Tariff 1000.

Origin Efficiency Payments Program

BNSF Railway Company ("BNSF") currently has as Origin Efficiency Payments Program, as specified in BNSF Tariff Item 13500 Series, as amended or superseded (the "OEP Program"). The OEP Program provides for Origin Efficiency Program Payments (the "OEP Payments ") for customers listed in the OEP Program (a "Customer") and OTVR for the delivery of an empty unit train by OTVR from the OTVR/ BNSF interchange point to the Customer's elevator , the loading of the unit train with grain by the Customer and the return of the loaded unit train (a "Shuttle Train")by OTVR to the OTVR/ BNSF interchange point within a cycle time period specified by BNSF. The current overall cycle time period to qualify for an OEP Payment is thirty one (31) hours , with fifteen(15) hours allocated to the Customer for loading the Shuttle Train and sixteen (16) hours allocated to OTVR for the transportation of the empty and loaded Shuttle Train between the OTVR/ BNSF interchange point and the Customer's elevator.

Under the OEP Program, OTVR must apply to BNSF for any OEP Payments and all OEP Payments for qualified Shuttle Trains are paid by BNSF directly to OTVR and not to the Customer. OTVR must submit a claim to BNSF for an OEP Payment for each qualified Shuttle Train. Customer must provide OTVR with all of the information required by the OEP Program for OTVR to submit a claim within twenty four (24) hours of the release of the loaded Shuttle Train by Customer to OTVR at the Customer's elevator.

If Customer meets its loading time of fifteen (15) hours and OTVR meets its transportation time of sixteen (16) hours, so that the overall cycle time of thirty one (31) hours is met for a Shuttle Train, then OTVR will forward an OEP Payment that OTVR receives from BNSF for that Shuttle Train to Customer. OTVR will retain ten percent (10%) of any OEP Payment received from BNSF from any Shuttle Train movement.

Notwithstanding any other provision of this tariff, if OTVR exceeds its transportation time of sixteen (16) hours due to force majeure condition as that no OEP Payment is received from BNSF for a Shuttle Train movement, OTVR shall not be required to pay Customer out of OTVR's own funds.

An OTVR force majeure condition includes but is not limited to the following: acts of God, flood, storm, earthquake, hurricane, tornado or other severe weather or climatic condition, acts of public enemy, war, terrorism, blockage, insurrection, derailment, vandalism, sabotage, fire, accident, wrecks, washout, explosion, labor strike or interference, lockout or labor dispute, locomotive malfunction, fuel shortage, embargo, AAR service order, governmental law, orders or regulation, breakage of machinery and/ like causes beyond the control of OTVR.

If Customer exceeds its loading time of fifteen (15) hours and OTVR reduces its transportation time on that Shuttle Train to the point that the overall cycle time of thirty one (31) hours is met, then OTVR may retain all of any OEP Payment that OTVR receives from BNSF for that Shuttle Train and will not forward any of that OEP Payment to Customer.

If the overall cycle time of thirty one (31) hours is exceeded for a Shuttle Train for any reason, no OEP Payment will be received by OTVR from BNSF and no OEP Payment will be forwarded by OTVR to Customer.

Method for Submission of Forwarding Instructions

OTVR will accept forwarding instructions through one of three methods at no charge; ShipperConnect (e-BOL), 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. OTVR will accept forwarding instructions to its Customer Service Group via fax (1-877-705-0413) or via email **OTVR-CS@gwrr.com** subject to a $75.00 charge per faxed or emailed bill of lading. This charge will be assessed to the online Customer of record with the railroad.

The OTVR 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. OTVR will not accept delivery of forwarding instructions by US Mail, express service, personal delivery, or otherwise.

Method to Release Empty Railcars

OTVR will accept empty release information using ShipperConnect™ at no charge. OTVR will accept empty release information to its Customer Service Group via fax (1.877-705-0413) or via email **OTVR-cs@gwrr.com** subject to a $75.00 charge per faxed or emailed release. This charge will be assessed to the online Customer of record with the railroad.

Date and Time Record on Notification

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