



Intermodal Rules Circular #2

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1. Intermodal Rules Circular

1.1 Overview

1.1.1 Purpose The purpose of this Norfolk Southern (NS) Intermodal Rules Circular is to state the terms and conditions of NS's offer of Intermodal transportation. It also includes Intermodal shipment information. Specifically covered are:

Type of Information	General Description
Contract Terms	<ul style="list-style-type: none">• rules that must be followed, and• operational requirements defining the limits of what may or may not be done.
Facts	<ul style="list-style-type: none">• specific measurements• scheduled events• specific events• types of equipment, and• definitions of terms and acronyms.
Processes	<ul style="list-style-type: none">• when events occur and circumstances that generate operational events, and• who's responsible for what.

1.1.2 What's not included This document does not include procedural information. It does, however, refer you to other Norfolk Southern documents that contain specific steps, actions, and decision making information for procedures that must be completed properly to insure successful Intermodal operations.

1.1.3 Who should use All Intermodal terminal owners, operators, managers, contract managers, motor carriers, shippers, and buyers are responsible for understanding and implementing this document. They also are responsible for communicating appropriate information to employees, contractors, and draymen who work on Intermodal terminal properties that serve NS customers.

Continued on next page

1.1 Overview, Continued

1.1.4 Contents The contents of this document are organized by section. The sections are listed in this Overview. Within each section, topics are listed in the section Overview.

1.1.5 How to use Follow these steps to use this document efficiently.

Step	Action
1	Review the “General Contract Conditions” topics for a general description of your Intermodal contract with NS.
2	Review the “In this document” information to determine the section that contains the information you need and turn to the first page of that section.
3	Review the topics listed in “In this section” to determine which topic contains the information you need and turn to the first page of that topic.
4	Scan the labels in the leftmost column of the topic to locate the specific information you need or review all the information provided in the topic.

1.1.6 Definition of terms This manual includes Appendix A which is a glossary of terms and acronyms. Each acronym is defined by the full name at its first use and, thereafter, appears in the acronym format. If you aren’t sure of the definition of a term or acronym, please refer to the alphabetical listing in Appendix A for a reminder.

1.1.8 In this document These are the sections provided in this document.

Section	Section
General Contract Conditions	2.
Commodities	3.
Equipment	4.
Shipments	5.
Shipping Instructions	6.
Free Time and Storage	7.
Damage and Loss to Shipments	8.
Payment	9.
Appendix A: Glossary of Terms and Definitions	Appendix A
Appendix B: Commodities List	Appendix B

1.2 Revisions to Rules Circular

1.2.1 Description

This document will be revised from time to time. When it is revised, only the changed pages will be distributed to the appropriate document users. Each changed page will include the date the change was released in the lower left corner. The procedure for removing and replacing pages will be provided with the change pages. A list of revisions can also be found in this section (1.2 Revisions to Rules Circular).

If you are concerned that your document is not up to date, please contact the Assistant Manager Intermodal Contracts or sign on to WWW.NSCORP.COM to review an electronic copy of the document as well as a listing of changed pages and the dates each page was issued as a changed page.

2. General Contract Conditions

2.1 Overview

2.1.1 Purpose The purpose of this section is to provide the general contract conditions for shipments via NS Intermodal.

2.1.2 Cross reference The information in this section replaces former NS Rules 1 and 2 and former Conrail Items 50 and 400 dated prior to June 1, 1999.

2.1.3 In this section These are the topics included in this section:

Topic	Section
Terms and Conditions	2.2
Service Codes	2.3
Norfolk Southern Terminals	2.4
Governing Publications	2.5

2.2 Terms and Conditions

2.2.1 Terms and conditions This circular (including all items incorporated by reference) contains all the terms and conditions of the offer of all NS carriers to transport TOFC/COFC shipments. The offer is limited to these terms and conditions.

2.2.2 Counteroffer Any tender of a shipment under different or additional terms and conditions will be a counteroffer that can be accepted only by in writing signed by the

- Vice President, Intermodal Marketing and Automotive Marketing
- Group Vice President, Intermodal Marketing
- Group Vice President, Intermodal Operations

No other employee or representative of Norfolk Southern is authorized to make any representation or contract contrary to the provisions of the preceding paragraph.

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Section 2 - General Contract Conditions

2.2.3
Acceptance of offer

A contracting party accepts the offer by:

- giving shipping instructions at origin by paper, facsimile, or EDI transmission for any trailer or container that is or was delivered to NS for forwarding if the shipping instructions provide for TOFC/COFC movement over any route served by NS and regardless of whether or not the shipping instructions are given initially to a carrier other than NS
- accepting physical delivery at destination of any trailer or container transported by an NS carrier, regardless of whether the delivery is actually performed by an NS carrier, by another rail or truck carrier, or by a drayage contractor, or
- accepting notification of arrival of any trailer or container at destination if it then either directs a motor carrier or drayage company to pick up that trailer or container or notifies another party of the arrival of that trailer or container and that notification results in the pickup of the trailer or container.

2.2.4 Contract

Acceptance of the offer shall form a binding contract among the offering NS carrier and all accepting contracting parties.

2.2.5 Joint routes

Services of other carriers participating with NS in joint routes are subject to the separate provisions and charges of the individual carriers performing such service.

2.3 Service Codes

2.3.1 Service code listing

The following table lists the service code and the service provided by the rail carrier for NS shipments.

Service Code Number	Description	Service Provided
22	Freight loaded in or on railroad trailer or container.	<ul style="list-style-type: none"> • Railroad provides pick up at origin • Ramp service only at destination
25	Freight loaded in or on railroad trailer or container.	<ul style="list-style-type: none"> • Ramp to ramp service only
27	Freight loaded in or on railroad trailer or container.	<ul style="list-style-type: none"> • Ramp service only at origin • Railroad provides delivery service at destination
42	Freight loaded in or on steamship line equipment or empty steamship line equipment. Domestic container movements.	<ul style="list-style-type: none"> • Pick-up service at origin • Ramp service at destination
45	Freight loaded in or on steamship line equipment or empty steamship line equipment. Domestic container movements.	<ul style="list-style-type: none"> • Ramp to ramp service
47	Freight loaded in or on steamship line equipment or empty steamship line equipment. Domestic container movements.	<ul style="list-style-type: none"> • Ramp service at origin • Delivery service at destination
62	Freight loaded in or on shipper supplied equipment or empty shipper supplied equipment.	<ul style="list-style-type: none"> • Pick-up service at origin • Ramp service at destination

Continued on next page

2.3 Service Codes, Continued

2.3.1 Service code listing (continued)

Service Code Number	Description	Service Provided
65	Freight loaded in or on shipper supplied equipment or empty shipper supplied equipment.	<ul style="list-style-type: none"> • Ramp-to-ramp service only
67	Freight loaded in or on shipper supplied equipment or empty shipper supplied equipment.	<ul style="list-style-type: none"> • Ramp service at origin • Delivery service at destination
82	International shipments with prior or subsequent waterborne movement. Freight loaded in or on stack operator or steamship line equipment.	<ul style="list-style-type: none"> • Pick-up service at origin • Ramp service at destination
85	International shipments with prior or subsequent waterborne movement. Stack operator or steamship line supplied equipment.	<ul style="list-style-type: none"> • Ramp-to-ramp service
87	International shipments with prior or subsequent waterborne movement. Stack operator or steamship line supplied equipment.	<ul style="list-style-type: none"> • Ramp service at origin • Delivery service at destination

2.4 Norfolk Southern Terminals

2.4.1 Purpose The purpose of this section is to list the Intermodal Facilities (ramps or terminals) operated by or served by NS.

2.4.2 Trailers and containers with or without wheels The following terminals can handle trailers or containers with or without wheels:

Terminal	Address	Phone
Albany, NY (Mechanicville)	50 Route 67 Mechanicville, NY 12118	TEL 518-414-1162 FAX 518-681-6969
Appliance Park, KY	4913 Heller St. Louisville, KY 40218	TEL 502-479-5401 FAX 502-479-5370
Atlanta, GA (Inman)	1600 Marietta Road Atlanta, GA 30318	TEL 404-792-5063 FAX 404-792-5106, 5068
Austell, GA	6000 Westside Road Austell, GA 30103	TEL 770-405-3501 FAX 770-405-3502
Ayer, MA	133 Barnum Road Ayer, MA 01432	TEL 978-772-0897 FAX 978-772-7149
Baltimore, MD and Baltimore Piers, MD	4800 East Lombard Street Baltimore, MD 21224	TEL 410-558-1529, 1531, 1530 FAX 410-558-1522
Bethlehem, PA	2400 Commerce Center Blvd. Bethlehem, PA 18015	TEL 610-974-9780 FAX 610-974-9761
Buffalo, NY	500 Bison Parkway Buffalo, NY 14227-1069	TEL 716-897-6480 FAX 716-897-6486
Chicago, IL (47 th Street)	361 West 47 th Street Chicago, IL 60609	TEL 773-451-1510 FAX 773-451-1542
Chicago, IL (63 rd Street)	6300 South Indiana Avenue Chicago, IL 60637	TEL 773-231-5704 FAX 773-231-5780
Chicago, IL (Landers)	79 th Street and Western Avenue Chicago, IL 60629	TEL 773-470-4196, FAX 773-470-4111, 4123
Calumet, IL	2040 East 106th Street Chicago, IL 60629	TEL 773-449- 6428, 6429 FAX 773-449-6327

Continued on next page

2.4 Norfolk Southern Terminals, Continued

2.4.2 Trailers and containers with or without wheels (continued)

Terminal	Address	Phone
Cincinnati, OH	1276 W. 8 th Street Cincinnati, OH 45203	TEL 513-977-3201 FAX 513-977-3293
Columbus, OH	3329 Thoroughbred Drive Columbus, OH 43217	TEL 614-492-4808 FAX 614-492-4809
Croxtton, NJ (North Jersey Intermodal Terminal)	125 County Road Jersey City, NJ 07307	TEL 201-239-3242, 3243 FAX 201-239-3237
Detroit, MI (Livernois)	2725 Livernois Street Detroit, MI 48209	TEL 313-297-5571 FAX 313-297-5576
E-Rail, NJ	322 Third Street Elizabeth, NJ 07206	TEL 908-820-2614 FAX 908-820-2617
Front Royal, VA	Route 522 and 340 North Front Royal, VA 22630	TEL 1-800-883-PORT FAX 540-635-9863
Georgetown, KY	601 Cherry Blossom Way Georgetown, KY 40324	TEL 502-867-5130, 5131 FAX 502-867-5129
Greensboro, NC	1105 Merritt Drive Greensboro, NC 27407	TEL 336-370-2484 FAX 336-370-2486
Harrisburg, PA	3500 Industrial Road Harrisburg, PA 17110	TEL 717-237-2549 FAX 717-237-2541
Huntsville, AL	1000 Glenn Hearn Blvd. Huntsville, AL 35824	TEL 256-772-7084 FAX 256-461-8707
Jacksonville, FL	4267½ Edgewood Avenue N. Jacksonville, FL 32205	TEL 904-366-1410, 1409 FAX 904-366-1423
Kansas City, MO (Voltz)	4800 N. Kimble Drive Kansas City, MO 64161	TEL 816-346-2052 FAX 816-346-2013

Continued on next page

2.4 Norfolk Southern Terminals, Continued

2.4.2 Trailers and containers with or without wheels (continued)

Terminal	Address	Phone
Louisville, KY	4705 Jennings Lane Louisville, KY 40218	TEL 502-968-3187 FAX 502-968-8218
McCalla, AL	7100 Crescent Way McCalla, AL 35111	TEL 205-432-4104 FAX 205-432-4110
Mechanicville, NY	50 Route 67 Mechanicville, NY 12118	TEL 518-414-1162 FAX 518-681-6969
Morrisville, PA	48 Cabot Boulevard East Langhorne, PA 19047	TEL 215-269-3054 FAX 215-269-3057, 3058
Pittsburgh, PA	701 Wall Avenue Wall, PA 15148	TEL 412-893-5525 FAX 412-893-5526
New Orleans, LA	2900 Florida Avenue New Orleans, LA 70117	TEL 504-949-2756 FAX 504-942-3258
Norfolk, VA	1710 Atlantic Avenue Chesapeake, VA 23324	TEL 757-275-1268 FAX 757-275-1253
Rossville, TN	3000 Norfolk Southern Way Collierville, TN 38017	TEL 901-316-1412,1413,1414 FAX 901-316-1490
Rutherford, PA	5050 Paxton Street Harrisburg, PA 17111	TEL 717-237-2670,2 Terminal FAX 717-237-2673
Sharonville, OH	3155 E. Sharon Rd. Sharonville, OH 45241	TEL 513-772-8420 FAX 513-772-8454
Taylor, PA	1 Depot Street P.O. Box 31 Taylor, PA 18517	TEL 570-562-4362 FAX 570-562-4365
Toledo, OH	2101 Hill Avenue Toledo, OH 43607	TEL 419-381-5574 FAX 419-381-5572

Continued on next page

2.4 Norfolk Southern Terminals, Continued

2.4.3 The following terminals are served by NS and can only handle containers
Containers only without wheels:
without wheels

Terminal	Address	Phone
Charleston, SC	4350 Goer Drive N. Charleston, SC 29406	TEL 843-566-8043 FAX 843-566-8070
Charlotte, NC	5710 West Boulevard Charlotte, NC 28208	TEL 704-319-8713 FAX 704-319-8716
Cleveland, OH (Maple Heights)	5300 Greenhurst Drive Cleveland, OH 44137	TEL 216-518-8407 FAX 216-518-8442
Decatur, IL	1735 East Condit Street Decatur, IL 62521	TEL 217-425-2335 FAX 217-425-2334
Detroit, MI (Delray)	8501 Fort Street Detroit, MI 48209	TEL 313-849-2040 FAX 313-849-2526
Elizabeth Marine Terminal, NJ (Express Rail)	Port Newark/Elizabeth Marine Complex: Bay Avenue Elizabeth, NJ 07201	TEL 908-527-0147 FAX 908-527-0350
Garden City, GA	3 North Main Street Garden City, GA 31408	TEL 912-963-6925 FAX 912-964-3833
Greer, SC-SCIP	100 International Commerce Blvd Greer, SC 29651	TEL 864-477-0927
New York Container Terminal (NYCT), NY	300 Western Avenue Staten Island, NY 10303	TEL 1-888-883-8083
Norfolk International Terminals, VA	P O Box 1387 Norfolk, VA 23501	TEL 757-440-7088 FAX 757-440-7166
North Port, SC	1000 Remount Rd. N. Charleston, SC 29406	TEL 843-745-6533 FAX 843-745-6532
Portsmouth APMT, VA	1000 APM Terminals Boulevard Portsmouth, VA 23703	TEL 757-686-6000
Savannah, GA (ICTF)	3 North Main Street Savannah, GA 31408	TEL 912-963-6925 FAX 912-964-3833
St. Louis	333 E. Carrie Avenue St. Louis, MO 63147	TEL 314-679-1800 FAX 314-679-1780
Talleyrand, FL	2831 Talleyrand Avenue Jacksonville, FL 32206	TEL 904-630-3000 FAX 904-630-3066

2.5 Governing Publications

2.5.1 Publications

All shipments in TOFC/COFC services are subject to the rules and regulations of the following named publications, or current issues. To the extent that provisions of any named publication or circular are inconsistent with the express terms of this circular, the terms of this circular shall govern.

- AAR Mechanical Division Specifications (AAR 600, M-943, M-930, M-931)
- AAR Open Top Loading Rules for TOFC
- AAR Circular 43 - Rules for Blocking and Bracing
- Bureau of Explosives' Tariff No. BOE 6000
- Intermodal Safe Container Amendments Act of 1996, Effective April 9, 1996
- Loss and Damage Claims Tariff ICC 6001-A
- Official Intermodal Equipment Register ICC OIER 6037
- Official Railway Equipment Register ICC RER 6410
- Open and Prepay Station List ICC OPSL 6000
- Standard Transportation Commodity Code STCC 6001, and
- Uniform Freight Classification 6000, and
- AAR Intermodal Interchange Rules
- AAR Manual of Standards and Recommended Practices (M-930 and M-931)
- Directory of Hazardous Materials Shipping Descriptions (RAILINC)
- Intermodal Loading Guide (AAR-TTCI)

2.5.2 Exceptions

The rules and regulations of the above named publications do not apply to charges for line-haul transportation services.

3. Commodities

3.1 Overview

3.1.1 Cross reference This information replaces former NS Rules 4, 4.5, 4.6 and former Conrail Items 160, 161, 165, 325, 326, 340, 440, 5025, and 8002 dated prior to June 1, 1999.

3.1.2 Purpose In order to assist customers in determining whether or not a commodity can be shipped via the Intermodal system, NS has established the contract conditions provided in this section.

Norfolk Southern Intermodal Rules Circular #2
Section 3 - Commodities

**3.1.3
Commodities
list**

Commodities that do not appear in the Restricted/Forbidden Commodities List may be shipped via NS. The Shipper shall be solely responsible for and will defend, hold harmless and indemnify NS and its parents, subsidiaries and/or affiliates against any and all property loss, damage, personal injury or death arising from tendering Restricted or Forbidden Commodities as set forth in the Intermodal Rules Circular or successor publications and will defend, indemnify, and hold harmless NS from any responsibility including any related costs and expenses.

If a commodity is listed as...	
forbidden	is never accepted for transportation by NS and its railroad subsidiaries, and may not be loaded by a shipper or under instruction of a rail services buyer in trailers or containers for movement via NS.
restricted	is accepted for shipment when all shipping requirements as outlined in this section have been met.

NS shall not be liable for any loss or damage to any Restricted or Forbidden Commodities should the Shipper tender such commodities to NS in contradiction of this provision. Under no circumstances will Restricted or Forbidden Commodities be permitted under Freight All Kinds ('FAK') rates. Any legal rights, and/or obligations owed by NS for any Restricted or Forbidden Commodities that are deemed to be moving under FAK rates will be considered null and void and NS will have no responsibility for loss and /or damage to those commodities.

- The actual shipper and its agents agree to properly describe, package and block and brace the cargo to prevent longitudinal and lateral movement in accordance with industry accepted blocking and bracing practices as provided by the Association of American Railroads Circular 43 (current revision) and Intermodal Loading Guide and as specified by the Code of Federal Regulations (CFR) 49 in addition to all local, state and federal regulations.

3.1 Overview, Continued

**3.1.4
Commodities
list**

The commodities list is located in Appendix B of this circular. Commodities not listed in Appendix B are accepted for shipment on NS.

**3.1.5 In this
section**

These are the topics provided in this section:

Topic	Section
Rates for Hazardous Commodities	3.2
Hazardous Commodities	3.3
Radioactive Material Certificate	3.4
Hazardous Material Accident Incident Responsibilities	3.5

3.2 Rates for Hazardous Commodities

3.2.1 Specific rates for restricted hazardous commodities

You must negotiate a specific rate application before shipping Division 4.3 (Dangerous When Wet) commodities and Radioactive Material, Low Specific Activity, N.O.S., in Solid Form via Norfolk Southern.

3.2.2 Rates not specified

If a specific rate is not established for the shipment, a rate equal to 250% of the applicable FAK rate will be charged.

3.2.3 Hazardous waste shipments

You must negotiate rates on hazardous wastes before NS carriers will accept it for shipment. Please contact the Group Vice President, NS Intermodal Marketing for more information.

3.2.4 Hazardous Material Commodities Surcharge

All shipments of hazardous material commodities, as that term is defined in the NS Rules Circular #2, will be subject to a hazardous material commodity surcharge of \$80. This charge is subject to change in an amount prescribed by NS from time-to-time by the usual means of notification of changes in charges for transportation and ancillary services. This surcharge will apply to all shipments, regardless of price authority.

3.3 Hazardous Commodities

**3.3.1
Identification of
hazardous
commodities**

A hazardous commodity must be identified by proper shipping name and hazard class precisely and clearly on the shipping instructions and must include all other information required by regulations of the Department of Transportation.

**3.3.2
Failure to
identify
hazardous
commodities**

The Rail Services Buyer will defend, indemnify and save harmless NS, the NS carriers and their officers, agents, and employees, from any loss or damage to any property whatsoever (including lading), any injury or death of any person whomsoever (including employees of NS and NS carriers) and any cleanup, remedial action and disposal costs, expenses, damages, fines, penalties, and other liabilities in connection therewith if the commodity is:

- not identified precisely and clearly on the shipping instructions, or the shipping instructions do not include all required shipping paper information, including that required by regulations of the Department of Transportation,
 - a commodity excluded by this rule, or
 - shipped in violation of this rule's restriction.
-

**3.3.3 Who
must comply**

Rail Services Buyer, consignor, and consignee must comply with applicable handling provisions of regulations of the Department of Transportation (49 CFR Parts 172-179; see BOE 6000 Series Tariff) governing transportation of hazardous materials.

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Section 3 - Commodities

3.3.4 Blocking and bracing

The shipper must ensure that shipments of hazardous commodities are blocked and braced in accordance with AAR Intermodal Loading Guide Methods Recommended for Hazardous Materials Loading (supersedes Pamphlet 6-C “Approved Methods of Loading and Restraining Shipments of Hazardous Materials for Trailer/Container on flat car (TOFC/COFC) Movements” issued 1990) and in compliance with 49 CFR 174.55 (See BOE 6000 Tariff), the terms and conditions of this Rules Circular, and if the shipment is destined for a connecting carrier, that carrier’s rules and regulations.

If a shipment originating on NS and billed for interchange to a connecting rail carrier is rejected by the connecting carrier due to insufficient or improper blocking and bracing as required in this Section 3.3.4, then:

- The shipper will be notified of the rejection
- The shipper will arrange for the shipment to be picked up at the NS facility and taken off site for proper blocking and bracing
- Once the blocking and bracing modifications are complete shipper will arrange for the shipment to be drayed to the connecting carrier.
- Shipper will reimburse NS for any and all costs associated with the attempted interchange.

3.3.5 Removal of hazardous commodity material

The Rail Services Buyer must remove or arrange for consignee to remove completely all lading, dunnage, blocking, bracing, strapping, and all material that was part of the hazardous commodity shipment, including all residue thereof or contamination therefrom prior to return of a trailer or container after movement of a hazardous commodity.

Continued on next page

3.3 Hazardous Commodities, Continued

- 3.3.6 Failure to remove hazardous commodity material** NS will take the following actions if a buyer or consignee fails to:
- unload a hazardous commodity and all hazardous commodity material, residue, and contamination from a trailer or container before the trailer or container is returned, or
 - if the trailer or container must be decontaminated and repaired:

NS will take these actions	Rail Services Buyer or Consignee will...
Return the trailer or container to Rail Services Buyer or, at the instruction of Rail Services Buyer, to consignee	complete unloading, treatment, and repair
Remove and dispose of any material, residue, or contamination remaining in the trailer or container, repair the trailer or container in accordance with applicable statutes and regulations	reimburse NS for the cost of: <ul style="list-style-type: none"> • unloading and removal of any hazardous commodity material, residue, or contamination, • decontamination and repair of the trailer or container • disposal of the hazardous commodity material, residue, or contamination • reasonable administration of the unloading removal, decontamination, and disposal and cost to repair
Give the property and responsibility of the trailer/container to the Rail Services Buyers if, in the sole judgment of NS, a trailer/container furnished by carrier cannot be decontaminated or repaired	<ul style="list-style-type: none"> • pay NS the fair market value of the trailer or container (to be valued as if not contaminated) • make all arrangements • pay all transportation costs for removal of the trailer or container from NS property • pay all treatment, storage, or disposal cost for the trailer or container

- 3.3.7 Hazardous Placard Requirements** In order to ensure visibility during the transportation of containers in double stack cars, all hazardous placards and/or UN/NA identification number markings and "marine pollutant" markings must be located in the area that is at least one (1) foot from the top of the container, four (4) feet from the bottom and at least five (5) feet from the end of the container to ensure visibility. End placards must be located with the same height restrictions.

3.4 Radioactive Material Certificate

**3.4.1
Certificate
required prior
to shipment**

To the extent that the transportation of radioactive material is permitted under this Rules Circular, shipments of Radioactive Material will not be accepted for transportation unless the shipper executes a certificate, endorsed upon or attached to the Bill of Lading reading as follows:

"This is to certify that the articles named in the within or attached Bill of Lading are properly described and are packed, marked and in proper condition for transportation according to the regulations prescribed by the Department of Transportation and the Nuclear Regulatory Commission."

**3.4.2 Failure
to furnish
certificate**

If shipper fails or is unable to execute and furnish the above certificate, NS does not hold itself out as a common carrier to transport the above materials. Upon request, transportation may be provided by NS as a private carrier under a separate contract negotiated with respect to each shipment of such materials, such contract to be executed by the shipper and by NS for itself and on behalf of each carrier involved in such movement which may authorize such action in writing.

3.5 Hazardous Material Accidents/Incidents Responsibilities

**3.5.1 Rail
Services
Buyer
responsibility**

Except as otherwise stated in this document, if a shipment is involved in an accident or incident during transportation by NS or on NS property during which a hazardous commodity is released as a result of, in whole or in part, unauthorized packaging in violation of this rule, improper blocking and bracing in violation of this rule, inherent nature or defect in the hazardous commodity, or a latent defect in equipment owned or leased by Rail Services Buyer, the Rail Services Buyer will:

- be responsible for any necessary cleanup and disposal of any material, residue or contamination generated in the accident/incident and associated contaminated equipment
- assume the defense of any and all lawsuits, administrative actions or other proceedings or claims brought in connection therewith
- be responsible for all damage and contamination to or repair of the trailer/container for any commodity not acceptable for transportation by NS but loaded in trailers or containers for movement by NS
- be held responsible if a hazardous commodity not acceptable for transportation by NS is loaded in a trailer or container for movement by NS,
- will be held responsible if a trailer or container is released after unloading a hazardous commodity and all hazardous commodity material, residue, and contamination was not unloaded or completely removed, and/or
- will be held responsible if the trailer or container must be decontaminated or repaired.
- NS will assess a charge of \$2,500 for handling of cars moving with containers or trailers loaded with or containing residue of Hazardous Materials that are found to be leaking, and for which NS or its representatives take action for securement of the cars with leaking containers or trailers.
- Charges will be assessed to the shipper shown on the applicable bill of lading. The \$2,500 charge includes administrative, switching and demurrage charges, but excludes all other securement charges. Shipper remains liable for all other securement, clean-up, and other incidental charges associated with the leaking container or trailer. In addition, Shipper must provide NS with any reports prepared on shipper's behalf by third party response contractors in connection with such incidents.

4. Equipment

4.1 Overview

4.1.1 Cross reference This information replaces former NS Rules 14.30, 18, 24, and 26 and former Conrail Items 245, 260, 280, 300, 320, 325, 340, 575, 587, 590, 600, 610, 700, 2010, and 2045 dated prior to June 1, 1999.

4.1.2 Purpose The purpose of this section is to list the types of equipment used in shipments via NS and describe the specifications, rates, and charges for the equipment.

4.1.3 In this section The following topics are included in this section:

Topic	Section
Equipment Specifications	4.2
Tank Containers	4.3
EMP Units	4.4
EMP Casualty Loss Calculation	4.5
Equipment Without Chassis Charges	4.6
Empty Equipment	4.7
Equipment Inspection and Damage Notification	4.8

4.2 Equipment Specifications

4.2.1 Trailer A trailer is a freight vehicle with undercarriage and wheels used for highway or rail transportation.

4.2.2 Container A container is a freight vehicle constructed to allow for the attachment of a removable chassis for further transportation.

4.2.3 Required equipment Trailers and containers are required to have the following equipment:

- Suitable lifting pads and tie down brackets in such condition as to permit safe handling.
- Closed trailers and containers:
 - must be equipped with closed side and/or end doors
 - doors must be tightly fitted and have suitable locking and/or sealing devices; and
 - must meet standards set forth in AAR Intermodal Interchange Rules and AAR Manual of Recommended Standards & Practices (MSRP-I: Intermodal Equipment Manual).
- Loaded open-top or flatbed trailers must be protected by tarpaulin or other adequate protection supplied and installed by the consignor.
- For street movement, two 20' loaded containers should not be loaded on a single 40' chassis when the combined gross weight of the two containers exceeds 45,000 pounds.
- For street movement, two 20' containers (loaded or empty) should not be loaded on a conventional (non 8-pin) chassis.
- NS will **NOT** load containers on flat beds which have not been modified with bulkheads or twist locks that provide a positive locking mechanism.
- Locks placed by shippers must be removed by consignee. NS assumes no responsibility for their return.

4.2.4 Gross weight Gross weight is the total weight of the lading (cargo), equipment (trailer, container and chassis if shipped TOFC) including blocking, bracing, and pallets

Continued on next page

4.2 Equipment Specifications, Continued

4.2.5 Size restrictions Equipment must comply with state, federal, and/or municipal size restrictions.
NS places size restrictions on equipment shipped via NS.

Equipment	Length	Width	Height	Max Weight (Local and Received Service)	Max Weight (Interline Forwarded Service)
Trailer	53 feet or less, outside measurement	102 inches or less	13 feet 6 inches	65,000 lbs. Gross weight	The lessor of the connecting carriers' rules governing maximum weight or those outlined for NS local and received service.
Container	20 feet (COFC) (Effective 1/8/2012)	102 inches or less	9 feet 6 inches w/o chassis	52,900 lbs. Gross weight (Effective 1/8/2012)	
Container	40 – 53 feet (COFC)	102 inches or less	9 feet 6 inches w/o chassis	67,200 lbs. Gross weight	
Containers on chassis (TOFC)	53 feet or less, outside measurement	102 inches or less	13 feet 6 inches	65,000 lbs Gross weight	

4.3 Tank Containers

4.3.1 Definition A tank container is any tank used for bulk transportation without a permanently affixed undercarriage which may be mounted on a chassis.

4.3.2 Identification Identifying marks and numbers must be plainly shown on each container.

4.3.3 Policy Tank containers

- loaded with liquid commodities are subject to AAR Intermodal Rules 8 and 9, AAR 600, AAR M-943, and M-931.
- must be loaded to a minimum of 80 percent of rated capacity of tank, and
- the center of gravity of a loaded tank container on a chassis must not exceed 76 inches above the bottom of the tires.

4.3.4 Bottom lift only NS terminals When moving to or from an NS terminal equipped only with bottom lift facilities (Greensboro):

- Container must have pads or frames to allow bottomside loading or unloading with cranes
- NS reserves the right to refuse to lift container that NS judges to have unsuitable frame support for bottom lifting.
- NS will not be liable for tank container damage due to bottom lifting.

4.3.5 Baffles Tank containers exceeding 7,000 gallons in capacity must be equipped with baffles so that:

- no section exceeds 1,200 gallons in capacity or 120 united inches in length, and
- each baffle must have an area not less than 80 percent of the cross-sectional area of the tank.

4.4 EMP and TMX Units

4.4.1 Definition EMP and TMX units are railroad supplied containers.

4.4.2 EMP & TMX Program The EMP program and the TMX program are integrated domestic container supply and management programs.

4.4.3 EMP & TMX Requirements In order to participate in EMP or TMX, customers must:

- Sign the EMP Equipment Agreement, which also permits TMX participation.
- For both EMP and TMX, use a motor carrier that has a valid UIIA with a signed NS Addendum to transport EMP or TMX equipment.

4.4.4 EMP & TMX Equipment Agreement To obtain a copy of the of the EMP Equipment Agreement, write or telephone:
Blume Global 100 William Street, Suite 100 Wellesley, MA 02481 (781) 263-0200

4.4.5 EMP & TMX Charges Charges for EMP and TMX units:

- Demurrage shall begin immediately upon notification.
- EMP and TMX demurrage rates shall be posted on the Blume Global website.
- Both EMP and TMX demurrage charges will be updated through this medium as changes to the rate or rate structure occur.
- EMP and TMX charges are billed and collected by Blume Global
- Are per container
- Are assessed against and payable by the customer
- May be changed, added or deleted upon notice
- Storage charges are assessed by NS and can be located in Section 7 (Free Time and Charges)

4.4.6 Current information To obtain information and current NS EMP or TMX charges:

- <http://www.blumeglobal.com/>

Continued on next page

4.4 EMP and TMX Units, Continued

4.4.7 Charge assessments

Certain charges apply to EMP and TMX equipment when in NS or its agent's possession. For details on the types, application, and amount of those charges, see the Blume Global Policies & Procedures link accessible via the Blume Global website.

4.5 EMP and TMX Casualty Loss Calculation

4.5.1 Casualty loss values EMP and TMX casualty loss values are calculated for lost, stolen, or destroyed containers only based on the:

- Original cost of the container
 - any special equipment or accessories and
 - the most recent applicable cost factor published by the AAR Transportation Division.
-

4.5.2 EMP and TMX Units 96 months or under Follow these steps to calculate the cost of EMP or TMX units built under 96 months ago:

Step	Action	Example
1	Determine the number of months this EMP unit has been in use (date built until date of loss)	If a container was built 12/96 and damaged 3/98, number of months would be 15.
2	Look up cost factor that corresponds to the months of operation (AAR Cost Factor table)	94.03
3	Determine original value of container: original cost plus accessories or special equipment added	Original cost: 10,000 Accessories: 3,000 Total: \$13,000
4	Multiply value in step 3 times factor in step 2 to arrive at the allowable amount of casualty loss for the EMP/TMX unit.	94.03 x \$13,000 = \$12,223.90

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4.5 EMP and TMX Casualty Loss Calculation, Continued

4.5.3 AAR cost factor This table shows the casualty loss index for containers in use from one to 96 months.

Months of Operation	AAR Cost Factor	Months of Operation	AAR Cost Factor	Months of Operation	AAR Cost Factor	Months of Operation	AAR Cost Factor
1	101.75	25	87.38	49	68.44	73	45.80
2	101.27	26	86.37	50	67.57	74	44.79
3	100.77	27	85.95	51	66.69	75	43.77
4	100.26	28	85.22	52	65.81	76	42.75
5	99.75	29	84.50	53	64.91	77	41.72
6	99.22	30	83.75	54	64.02	78	40.69
7	98.68	31	83.01	55	63.11	79	39.65
8	98.14	32	82.25	56	62.20	80	38.60
9	97.58	33	81.49	57	61.28	81	37.55
10	97.01	34	80.72	58	60.35	82	36.50
11	96.44	35	79.95	59	59.42	83	35.44
12	95.85	36	79.17	60	58.49	84	34.38
13	95.25	37	79.38	61	57.55	85	33.31
14	94.65	38	77.59	62	56.60	86	32.23
15	94.03	39	76.79	63	55.65	87	31.16
16	93.41	40	75.99	64	54.69	88	30.07
17	92.77	41	75.17	65	53.72	89	28.98
18	93.13	42	74.36	66	52.75	90	27.88
19	91.47	43	73.53	67	51.77	91	26.78
20	90.81	44	72.70	68	50.79	92	25.67
21	90.14	45	71.86	69	49.80	93	24.56
22	89.46	46	71.01	70	48.81	94	23.45
23	88.78	47	70.16	71	47.81	95	22.34
24	88.08	48	69.31	72	45.81	96	21.23

4.6 Private Chassis Charges

4.6.1 Failure to Provide Chassis

If a privately owned or controlled container arrives via rail at NS locations and is unable to be unloaded from the railcar and removed from the terminal due to a shortage of chassis, the shipper will be notified. The Shipper shall then furnish a chassis suitable for over-the-road movement of the container(s), whether loaded or empty. If NS is not timely supplied a serviceable chassis for each container, the Shipper shall pay an additional charge of \$100 per container for each day a container remains on a railcar until NS is furnished a chassis for that container. A chassis is considered unavailable if it already has a container mounted on it, regardless of whether it is an inbound or outbound container.

- (1) Free time on that unit will be forfeited;
 - (2) Shipper shall pay an assessment of \$100 per container for each day, or fraction thereof, that a container remains on a railcar prior to (1) NS being able to place the container on the ground within the space a given terminal customarily holds containers without a chassis, or (2) NS is furnished a chassis for that container and is able to mount the container to the chassis;
 - (3) Upon Shipper supplying a serviceable chassis, the container will be removed from the railcar and the customer will be notified that the unit is ready to be picked-up. At this point, normal storage charges will begin to accrue.
 - (4) NS will determine if a terminal's conditions allow for a container to be placed on the ground prior to Shipper supplying a chassis. Once a container is placed on the ground, the customer will be notified (1) the unit is ready to be picked up and (2) they are short on available chassis. At this point, normal storage charges begin to accrue.
 - (5) In cases where a container is placed on the ground at a location, due to a shortage of chassis, this will count as the initial lift-off of the car. Additional lift charges for lifting the container from the ground to a chassis will be assessed as described in Sections 4.6.2 and 4.6.3 of this Rules Circular. Additional lift charges will be assessed in all cases when applicable.
-

4.6.2 Excess Chassis

Shipper will be responsible for maintaining a sufficient supply of serviceable bare chassis suitable for over-the-road movement of privately owned or controlled container(s) prior to their arrival at the terminal on railcar. Bare chassis will be accepted at a terminal in advance of the scheduled train arrival. The number of bare chassis a terminal will accept will be subject to space availability and anticipated inbound and outbound volumes.

NS, in its sole discretion, will determine if a Shipper must remove excess bare chassis from a terminal. In such cases, NS will notify Shipper of the number of excess bare chassis that must be removed from the terminal. Shipper will have 24 hours after the Notification Time to remove the excess bare chassis.

Any excess chassis remaining on the terminal after the 24 hour period will be subject to storage charges of seventy-five dollars (\$75.00) per day or part of day the bare chassis remains on the terminal. If NS, in its sole discretion, determines that after 48 hours from Notification, the Shipper has not removed the excess chassis from the terminal, NS has the option to do the following:

- Dray the excess chassis to an off-site container yard location. In such cases, Shipper shall be responsible for the drayage charge as well as the daily storage charge of seventy-five dollars (\$75.00) until such time as the Shipper picks up the chassis from the CY.
- Stack the chassis at the Intermodal terminal. In such cases, Shipper shall be assessed a fifty dollar (\$50.00) stacking charge, and a fifty dollar (\$50.00) charge for removing the chassis from the stack, as well as the daily storage charge of seventy-five dollars (\$75.00). If the number of excess chassis at the terminal migrates to zero, then storage on stacked chassis will be discontinued. However, Shipper will still be responsible for the charge for removing the chassis that are already in the stack.

4.6.3 Chassis lifts (flips) provided

NS Intermodal service includes one lift-off from car or one lift-on to car for shipments loaded in or on containers, with or without wheels.

4.6.4 Charge

If more than one lift is required, each subsequent lift (flip) will result in \$50.00 charge.

4.7 Empty Equipment

4.7.1 Definition An empty container is a container void of freight moving on a revenue linehaul.

4.7.2 Shipping instructions Shipper must include the STCC code (42-211-30) for an empty container in the shipping instructions or endorse the bill of lading for each empty container movement for an empty used container.

4.8 Equipment Inspection and Damage Notification

4.8.1 Definition A Damage Notification is a description of the damage, damage location terminal, photos of damage, unit initial and number, and date and time that damage was noted.

**4.8.2
Inspection and
Notification**

- Equipment must be inspected by the outgoing motor carrier for damage prior to outgate from the Terminal.
- Damages must be reported prior to outgate. Should damage that could not physically be identified at inspection prior to or at outgate, it must be reported within 14 days of outgate in order to be considered for damage reimbursement.
- Damage may be reported via J1 Gate Receipt, e-mail to IMRepair.Invoices@nscorp.com; e-mail to NS Intermodal Customer Service, e-mail to NS Marketing; via ExpressNS™; Terminal Office Problem log; or e-mail to IANA at uiaissues@uia.org.
- A copy of the Damage Notification described above is required when filing a claim for intermodal equipment damage as described in Section 9.
- If damaged equipment is loaded, and lading should be transloaded or adjusted, contact NS Loading & Securement Solutions at nslss@nscorp.com.

If there is damage to lading, contact NS Freight Claims at TNCSoFreightclaims@nscorp.com or visit the Freight Claims reference on the NS website at: <http://www.nscorp.com/content/nscorp/en/shipping-tools/claims-loading-securement-solutions/freight-claims.html>.

5. Shipments

5.1 Overview

5.1.1 Cross reference This information replaces former NS Rules 6, 7, 13, 14, 14.10, 14.20, 14.30, 14.5, 14.6, 25, 30.5, 31, 31.15, 31.5, and 31.75 and former Conrail Items 50, 175, 195, 220, 235, 420, 440, 460, 480, 500, 540, 560, 575, 585, 640, 670, 700, 800, 1030, 1035, 2005, 2020, 2045, and 8001 dated prior to June 1, 1999.

5.1.2 Purpose The purpose of this section is to provide the rules and requirements for shipments via the NS.

5.1.3 Definition A shipment is freight tendered with a shipping document at origin that lists a destination.

5.1.4 In this section This section includes the following topics:

Topic	Section
Shipments Requiring Permits or Bonds	5.2
Shipments Requiring Customs Inspection	5.3
Transfer Service Shipments	5.4
Marine Shipment	5.5
Oversize/Overweight Shipments	5.6
Protective Service	5.7

5.2 Shipments Requiring Permits or Bonds

5.2.1 Policy

Consignor or consignee must make all arrangements when federal, state or municipal regulations or laws require special permits or bonds for shipments.

Consignor or consignee must pay all additional costs involved in securing or providing such permits, bonds or escorts.

5.2.2 Shipments in bond in the U.S.

The following requirements must be met when handling shipments in bond in the U.S.:

- Customs Form 7512, "Transportation Entry and Manifest of Goods Subject to Customs Inspection," must be delivered with the shipping instructions to NS at origin, or
 - Customs Form 7512 may be sent via U.S. Mail, express courier, or EDI to the carrier that will supervise or be responsible for customs clearance.
-

5.2.3 Shipments in bond destined for Canada or Mexico

The following requirements must be met when handling shipments moving in bond originating in the U.S. and destined to points in Canada or Mexico:

- the "Shipper's Export Declaration" must be:
 - delivered with the Shipping Instructions to NS at origin
 - sent via U.S. Mail, express courier or EDI to the exporting carrier at the point of exit from the U.S, or
 - sent by either of the following when NS is the exporting carrier at Buffalo, NY:
 - via: Express Courier or U. S. Mail to:
Norfolk Southern Intermodal Facility
500 Bison Parkway Buffalo, NY 14227-1069
 - cross-border shipments at Detroit should go to:
 - Detroit, MI Intermodal Facility
1371 S. Dix
Detroit, MI 48217
ATTN: Agent Terminal Control
-

Continued on next page

5.2 Shipments Requiring Permits or Bonds, Continued

5.2.4 Shipping information

On a shipment moving in bond in the U.S., the shipping information must include:

- the number of the applicable Customs Form 7512, "Transportation Entry and Manifest of Goods Subject to Customs Inspection"
 - the number of the applicable "Shipper's Export Declaration", and
 - the shipment consigned to "Director of Customs for [name of consignee]" at the interior port of entry where customs clearance will be accomplished.
-

5.2.5 Use of NS bond

The requirements for the use of NS's bond are as follows:

- NS's bond will be available for a shipment to be transloaded from one container or trailer to another if the transloading is performed in a bonded warehouse or other bonded facility.
 - Failure of rail services buyer, shipper, consignor, and/or consignee or its/their agents to comply with this section may result in the withdrawal of use of NS's bond.
-

5.3 Shipments Requiring Customs Inspection

5.3.1 Policy NS requires that all Rail Services Buyers' shipments adhere to applicable customs regulations.

5.3.2 Failure to comply with customs regulations Rail Services Buyer guarantees payment of and indemnifies and holds NS harmless from and against any and all claims, demands, losses, damages, liability, penalties, fines, suits, judgments, costs, or expenses (including but not limited to litigation costs and attorneys' fees) that result, directly or indirectly, in whole or in part, from any failure of Rail Services Buyer, shipper, consignor, and/or consignee or its/their agents to comply with all customs (U.S., Canada, and Mexico) statutes, rules and regulations, including but not limited to shortages, delivery, or non-delivery, applicable to a shipment under NS's bond, regardless of NS negligence or alleged negligence.

5.3.3 Charges for customs inspection The following charges will be applied when containers or trailers require customs inspection under the following circumstances:

Circumstance	Charge
U.S. Customs inspection of a container or trailer requires use of the NS Buffalo Intermodal Facility or the NS Detroit Intermodal Facility	\$530.00 per container or trailer
More than one container or trailer on a rail car is inspected and no additional switching is required	\$100.00 per container or trailer after the first container or trailer on a rail car
Switching and lifting of the container to/from the rail car.	Included in customs charges

Continued on next page

5.3 Shipments Requiring Customs Inspection, Continued

5.3.4 Rules for unloading, segregating, and reloading

The following handling rules apply to unloading, segregating, and reloading of freight subject to customs inspection:

- Unloading, segregating, and reloading of freight is the responsibility of the consignor and/or consignee.
 - Any expenses for unloading, segregating, and reloading will not be borne by NS.
 - Unless specifically provided in individual rate quotations, NS will not provide for the unloading, segregating, or reloading of freight when required for customs clearance.
 - Drayage charges and chassis expense are the responsibility of the consignor and/or consignee and will not be borne by NS.
-

5.3.5 Billing of U.S. Customs Inspection Charges

Charges billed to the Rail Services Buyer must be payable to NS at Buffalo, NY or Detroit, MI depending upon the yard used.

5.4 Transfer Service Shipments

5.4.1 Definition Transfer service is for shipments that must be transferred from NS to another rail carrier at some point between the rail origin and the rail destination.

5.4.2 Requirements These are the requirements for transfer service:

- Local prices applying to junctions where NS is the inbound carrier do not include delivery of the trailer or container to a specified connecting carrier. A separately stated rate must be published via that junction and is applicable as a proportional rate for NS to provide transfer service.
- The inbound rate must specifically state that it includes delivery to a connecting carrier and the shipment must be billed in the shipping instructions to final destination beyond that junction point.
- Rates that do not have beyond or proportional application do not include delivery to connecting carriers and any transfer service that is necessary must be arranged by the rail service buyer or its agent.
- The shipper must ensure that shipments of hazardous commodities are blocked and braced in accordance with AAR Intermodal Loading Guide Methods Recommended for Hazardous Material Loading (supersedes Pamphlet 6-C “Approved Methods of Loading and Restraining Shipments of Hazardous Materials for Trailer/Container on flat car (TOFC/COFC) Movements” issued 1990) and in compliance with 49 CFR 174.55 (See BOE 6000 Tariff), the terms and conditions of this Rules Circular, and if the shipment is destined for a connecting carrier, that carrier’s rules and regulations.

If a shipment originating on NS and billed for interchange to a connecting rail carrier is rejected by the connecting carrier due to insufficient or improper blocking and bracing as required in this Rules Circular, then:

- The shipper will be notified of the rejection
- The shipper will arrange for the shipment to be picked up at the NS facility and taken off site for proper blocking and bracing within 24 hours of such notification
- Units that are not picked up within the 24 hour period will be subject to storage charges as outlined in Section 7 of this Rules Circular.
- Once the blocking and bracing modifications are complete shipper will arrange for the shipment to be drayed to the connecting carrier.
- Shipper will reimburse NS for any and all costs associated with the attempted interchange.

5.5 Marine Shipments

5.5.1 Facility limitations

NS is not responsible for drayage charges involving use of special equipment necessary to pick up or deliver a container between Norfolk, VA and Norfolk Newport News Marine Terminal, Norfolk International Terminals, Portsmouth APMT and between Baltimore, MD and Baltimore Piers, MD.

5.5.2 New Orleans, LA

NS will deliver cars to the New Orleans Public Belt Railroad (NOPB) for placement at Intermodal Terminals operated at locations served by NOPB. NS will not absorb any portion of the switching charges of NOPB nor will NS pay for loading or unloading of containers to or from cars. This item applicable only on COFC Service Code 85 mini-bridge or micro-bridge shipments moving without chassis

5.5.3 Baltimore Piers, MD

For units billed to or from Baltimore Piers, if a drayman is rejected at the marine terminal gate for inaccurate, incomplete or missing billing or if a unit is rejected for being damaged, it will be considered a dry run and NS will assess a charge of \$65 per dry run.

5.6 Oversize/Overweight Shipments

5.6.1 Weighing and re-weighing NS reserves the right to weigh any shipment for the purpose of checking weight for revenue billing and to determine whether same conforms to state, federal or municipal laws as to maximum weight.

5.6.2 Shipments exceeding height or width specifications Trailers that exceed height or width restrictions will be accepted for transportation when:

- approval to move has been obtained from NS, and
- specific applicable rate has been negotiated before delivery of shipment to origin carrier.

5.6.3 Violation of weight restrictions If the Rail Services Buyer violates state, federal, or municipal weight laws, the Rail Services Buyer will be responsible for:

- payment of any fines, transfer charges, or other expenses incurred by NS resulting from shipment being in violation of any state, federal, or municipal weight laws and
- any damage to the trailer, container, other equipment, or property as a result of overloading or improper loading.

If the Rail Services Buyer violates state, federal, or municipal weight laws, and the consignor fails or refuses to repair the trailer or container, the carrier shall have the right to repair the trailer or container, the expense of the repair to be borne by the consignor.

5.6.4 NS Performed Drayage NS performed drayage, such as port delivery and interchanges to connecting carriers, does not excuse the Rail Services Buyer's responsibility to follow weight and highway loading regulations. In the event a tractor/vehicle combination exceeds federal, state, NS and/or municipal weight limitations, NS cannot perform the drayage until such regulations are met. In the event of violation, the Rail Services Buyer will be responsible for all related expenses detailed in Section 5.6.3.

**Updated
3/28/07**

5.7 Protective Service

5.7.1 Protective Service; Safe Transportation of Food

Except as otherwise provided, trailers or containers containing freight requiring protective service against heat or cold will be accepted by NS for movement over its lines. However, NS assumes no responsibility for providing such protective service, nor shall NS assume any liability for the deterioration of the freight due to failure of the equipment. Shippers expressly acknowledge and agree that (i) they have responsibility for ensuring compliance with the applicable obligations, if any, imposed by the Sanitary Food Transportation Act of 2005 and its implementing regulations, including, without limitation, the requirements of 21 CFR Subpart O, §§1.900-1.934 (the “FDA Transportation Rules”); (ii) the foregoing constitutes a written agreement assigning responsibility within the meaning of 21 CFR §1.908(a); and (iii) to the extent NS provides any information or otherwise assists Shippers in their ensuring compliance with the FDA Transportation Rules, it does so as an accommodation to its Shippers and does not constitute an agreement by NS to take responsibility for such compliance as contemplated by 21 CFR §1.908(e).

5.8 Rule Violation Liability

5.8.1 Violation Liability

Except to the extent Section 8 of this Circular imposes liability on NS for cargo loss, damage or delay, each contracting party (including Rail Services Buyer) will indemnify and hold harmless NS, NS carriers and all their officers, agents and employees from any and all loss, damage, personal injury or death (including, without limitation, any cleanup, remedial action and disposal costs, expenses, damages, fines, penalties and other liabilities in connection therewith) arising from or in connection with:

- any failure of the shipping instructions for a shipment by or to that contracting party to identify clearly and precisely the commodity covered by those shipping instructions (including, without limitation, hazardous commodities) or to include all required shipping paper information relating thereto, including, without limitation, that required by regulations of the Department of Transportation;
- the inclusion in any shipment by or to that contracting party of a commodity excluded by any provision of this Circular (including, without limitation, Section 3 and/or Appendix B); or
- any failure by that contracting party to comply with any provision contained or incorporated in this Circular.

Acceptance of any shipment by any NS carrier for transportation shall not be a waiver of any contracting party's obligation(s) to indemnify under this item.

5.8.2 Non-Haz Handling Charge

NS will assess a charge of \$1,500 for the handling of cars loaded or containing residue of Non-Hazardous Materials that are found to be leaking, and for which NS or its representatives take action for securement of leaking cars.

Charges will be assessed to the shipper shown on applicable bill of lading. The \$1,500 charge includes administrative, switching and demurrage charges, but excludes all other securement charges. Shipper remains liable for all other securement, clean-up and other incidental charges associated with the leaking car.

5.9 Fuel Surcharge and Special Assessments

5.9.1 Charges

All transportation services and shipments will be subject to any fuel recovery surcharge or special assessment surcharge (for example, a surcharge for a specific terminal) implemented by NS or imposed on NS, regardless of price authority (including all contracts and agreements).

6. Shipping Instructions

6.1 Overview

6.1.1 Purpose The purpose of this section is to provide the requirements for shipping instructions for all shipments via NS Intermodal.

6.1.2 Modification of rule Shipping instructions or other shipping or billing documents which purport to cancel, change, or modify any provision of this Intermodal Rules Circular shall be void to the extent of the purported cancellation, change, or modification, unless agreed to in writing and signed by the Group Vice President Intermodal Operations, or Group Vice President Intermodal Marketing.

6.1.3 In this section These are the topics provided in this section.

Topic	Section
Required Information	6.2
Notification	6.3
Rates	6.4
Requirements for Special Shipments	6.5
Predominant Commodity Information	6.6
Changes to Shipping Instructions	6.7
Electronic Data Interchange (EDI)	6.8
Intermodal Bill of Lading Terms and Conditions	6.9

6.2 Required Information

- 6.2.1 Policy** Complete shipping instructions must be provided by the Rail Services Buyer or its agent to NS for each shipment via NS prior to the acceptance of any unit in-gated by NS. Complete shipping instructions must contain all required information specified in this section. Complete billing can be transmitted to NS via the following methods:
- By Electronic Data Interchange (EDI);
 - Using the Internet Bill of Lading application found at www.nscorp.com/access;
 - In writing at the terminal gate or via fax.

Each shipment that is billed in writing at the terminal gate or via fax will be assessed a processing fee of \$50.

All NS originated shipments are to be “prepaid” only, unless otherwise instructed.

- 6.2.2 Absent shipping instructions** Shipments without complete shipping instructions will not be accepted by NS. NS has no obligation to forward such shipments.

Shipping instructions are kept for a limited time. The shipping instructions will be deleted if the associated shipment has not been tendered within twenty-one (21) days of shipping instructions being provided. After this time, new shipping instructions must be sent to NS before tendering the shipment.

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Section 6 - Shipping Instructions

6.2.3 Required information

Shipping instructions must include the following pieces of information:

- Origin Intermodal Terminal
- Destination Intermodal Terminal
- Actual Origin
- Actual Destination
- Complete route including junctions if required for rating purposes
- Name and address of Rail Services Buyer
- Beneficial Owner
- Actual Shipper and Receiver
- Name of consignee
- Address and telephone number of consignee when carrier is required to perform destination drayage – (see Service Codes 27, 47, 67, 87)
- Name and fax-telephone number of the notify party at destination terminal (company name or individual)
- Trailer/container initial and number
- Whether container shipment is to be with chassis or flush on car without chassis
- Length (outside measurement) of trailer/container
- Railroad origin and actual origin if carrier performs origin drayage
- Railroad destination and actual destination if carrier performs destination drayage
- Service Code
- NS contract number or applicable NSPQ number
- Prepaid or collect
- Name and address of the Bill-To-Party if different from the name and address of the Rail Services Buyer
- Valid seven-digit Standard Transportation Commodity Code (STCC) number for determination of applicable rate. The proper STCC for movement of an empty container is 42-211-30.
- Actual description of predominant commodity
- Actual gross weight of lading. Note: the Intermodal Safe Container Act requires additional specific documentation of lading weights greater than 29,000 pounds.

For Domestic shipments in EMP, private domestic container, and private trailers moving in local service via NS Intermodal in addition to the items described above:

- Deliver-by (Effective 9-15-2013)

Continued on next page

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Section 6 - Shipping Instructions

6.2.3 Required information

For International Shipments, in addition to the items described above:

- Ocean Carrier SCAC
- Origin or Destination Port
- Vessel Name
- Vessel arrival or sailing date
- Brokers Name
- In Bond Status
- Bond Holder
- U.S. Customs Immediate Transportation (IT) or Transportation and Exportation Number (TE) and Manifest Information, or Shippers Export Declaration complying with Census Bureau and United States Customs Service Requirements OR statement that Shippers Export Declaration was mailed.

For **Shipments destined to Mexico or Canada**, in addition to the items described above:

- Piece count and **specific** commodity description (“FAK” or “Freight All Kinds” is not acceptable) for ALL commodities in the container or trailer. Canadian customs requires very specific commodity descriptions. For example: “Baseball Bats”, not “Sporting Goods”.
- Name of Customs Broker
- Name and address of consignee.
- US Port of Exit
- Canadian Customs port of clearance.

For **Rule 11/Interline Shipments**, in addition to the items described above:

- Cross-town and final notify party
- Complete connecting carrier routing information
- Rule 11 (yes or no)

Hazardous Materials Shipping Information, in addition to the items described above:

- Proper Shipping Name
- Hazardous Class
- UN/NA Identification Number (when required)
- Total quantity as described in 49 CFR
- 24 hour emergency response telephone number (when required)
- Other additional shipping instructions (paper instructions) information when required by 49 CFR in 172.200 through 172.300.

For Shipments in **temperature-controlled equipment**, in addition to the items described above:

- Protective Service code
 - 805, 810, 830 indicate temperature-controlled equipment is running

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- 720 indicates temperature-controlled equipment is not running
-

6.2 Required Information, Continued

6.2.4 Incomplete, inaccurate, or erroneous shipping instructions

NS will apply the following terms to any shipment accepted by or moved via NS with incomplete, inaccurate, or erroneous required shipping instructions:

- The Rail Services Buyer shall be responsible to NS for all extra transportation, storage, and miscellaneous charges, fines or penalties applicable to shipments misrouted or delayed due to erroneous or incomplete shipping instructions, including improper or missing US, Canadian, or Mexican customs information.
 - The rail transportation charges for a shipment sent to or toward the wrong destination because of erroneous or incomplete shipping instructions shall be the total of the applicable charges for the rail transportation
 - from the origin to the erroneous destination or point stopped en-route and;
 - from the erroneous destination or point stopped en-route to the correct destination.
 - Changes in shipping instructions after a shipment has been forwarded from the origin NS terminal or interchange point shall not relieve the Rail Services Buyer from responsibility for these charges, or if charges are partially paid by another party, for the difference between the charges paid by the other party and the total charges under this item.
-

6.3 Notification

6.3.1 Policy If a notify party is not specified in the shipping instructions but a trailer/container nonetheless is forwarded by NS to the destination, or if NS cannot contact the notify party specified in the shipping instructions, NS shall notify any party indicated in the shipping instructions, including the Rail Services Buyer, who shall not refuse notification. If notify party designated in the shipping instructions refuses notification, or if the notify fax number is not registered with NS, the shipper or the new notify party will be responsible for payment of storage charges incurred from the time of the original notification until the unit is picked up from the NS terminal.

6.3.2 UIIA/NS addendum required Shipments in rail-controlled and private equipment will be interchanged by NS only to parties with a valid UIIA and Addendum signed with NS. If the notify party at destination specified in the shipping instructions does not have a current agreement with NS carriers, that party shall receive the only notification of a shipment.

6.3.3 Definition of Notification Notification is the action that NS takes to tell the customer that the shipment/equipment has arrived at the terminal and it's ready to be picked up. Notification may be done via telephone, fax, or electronic data interchange (EDI).

6.3.4 Day of Notification Day of notification is the day NS notifies the customer to pick up equipment.

6.3.5 Charges begin NS shall provide only one notification of the availability of a trailer or container for pick up. A trailer or container shall be placed under the notify party's storage charge responsibility at the time of notification, as governed by the Storage and Free Time section of this circular.

Exception: Storage charges for EMP and TMXU containers will be assessed to the shipper of record effective March 1, 2014.

6.4 Rates

6.4.1 Types of rates The following table lists the types of rates available for shipments via NS and applicable additional information required for each rate.

Rate	Description	Additional information
NS price quotation	A special rate level negotiated for a specific intermodal shipment based on certain factors such as shipper, commodity, and equipment type. Special price quotations are issued by an NS marketing or pricing representative.	NS Price Quotation (NSPQ) if any, including name and address of actual shipper and/or actual consignee
Joint line (through rate)	A joint line rate level may be a FAK or special price quotation allowing movement on two or more railroads. The origin railroad waybills the entire rail movement.	The rate includes all interchange charges unless otherwise noted.
Freight, All Kinds (FAK)	Freight All Kinds is a general rate level offered to various types of customers (domestic/international, contract holders/non-contract holders) for movement of intermodal shipments via NS.	<p>Shipments of commodities other than hazardous commodities will be rated as Freight All Kinds (FAK STCC 46-111-10) if in the original shipping instructions:</p> <ul style="list-style-type: none"> • the STCC number is omitted, invalid, or incomplete • no commodity rate exists for the commodity described by the STCC number furnished in the shipping instructions, or • rate contract number NSPQ is omitted, invalid, or incomplete. <p>Changes to shipment type will only be allowed as outlined in this section if NS is provided corrected billing instructions bearing necessary STCC or NSPQ references. Otherwise, NS will collect original billed applicable charges, due and payable without exception based on the original shipping instructions.</p>

Continued on next page

6.4 Rates, Continued

6.4.1 Types of rates (continued)

Rate	Description	Additional information
AAR Mandatory Accounting Rule 11	<p>A Rule 11 rate level may be a FAK or special price quotation allowing movement on two or more railroads.</p> <p>Rule 11 applies when shipment originates on NS and</p> <ul style="list-style-type: none"> a) NS is not a party to through rates from origin to billed destination or b) Rail Services Buyer or Bill-To-Party (if different) desire billing reflecting AAR Mandatory Accounting Rule 11. 	<p>Shipping Instructions must specify AAR Mandatory Accounting Rule 11 to enable NS to apply correct rates.</p> <p>If on received traffic, shipper or Bill-To-Party (if different) should receive billing from NS for local revenue under AAR Mandatory Rule 11, and through billing was desired, shipper or Bill-To-Party shall provide NS with a letter authorizing NS to adjust billing on the basis of settlement to a through rate.</p>
Proportional rates	Traffic destined beyond in rail service and only when NS provides for interchanging to a connecting rail carrier at the expense of NS.	Information required to enable NS to apply correct proportional rates on Rule 11 waybill movements.
Local rates	Traffic that originates on NS and terminates on NS via NS direct routing. These rates do not include transfer service to connecting railroads.	Shipping instructions should include shippers contract number or NSPQ number.
Applicable rate	The rate applied for billing purposes will be the rate in effect on the date the bill of lading for that shipment is tendered to NS.	

Continued on next page

6.4 Rates, Continued

6.4.2 Combination rates

Unless otherwise provided, local or joint prices established by or in connection with NS may not be used in connection with other local or joint prices established by or in connection with NS to construct through combination prices.

6.4.3 Rates on shipments in equipment exceeding 45 feet in length

1. Except as otherwise provided, local NS shipments in trailers, containers with chassis or containers without chassis exceeding 45 ft. in length, but not exceeding 53 ft. in length, will be accepted and charges will be assessed on the following basis.

A. Units exceeding 45 ft. in length but not exceeding 50 ft. in length will be charged on the basis on one hundred ten percent, minimum \$50 (110%, minimum \$50) or the charge applicable on the 45 ft. unit between the same origin and destination.

B. Units exceeding 50 feet in length, but not exceeding 53 ft. in length will be charged on the basis of one hundred twenty percent, minimum \$75 (120%, minimum \$75) of the charge applicable on 45 ft. units between the same origin and destination.

C. If units exceeding 53 ft. in length are offered for shipment, and NS determines that it can safety handle these units, rates will be negotiated on request.

2. Kingpin settings of units exceeding 45 ft. in length must not exceed 36 inches.

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6.4.4
International
Heavy
Container Fee

Heavy containers moving in the below lanes will incur an additional fee of \$80 per container to be charged to the shipper.

The fee will be charged to shippers of intermodal traffic moving in international steamship containers (20', 40', and 45' private equipment) according to the below Lading Weight (as defined below) restrictions and lanes. Note: The fee does not apply to Iso-Tanks:

Lading Weight is the total weight of the lading(cargo), as recorded on the Bill of Lading as "Lading Weight":

- 20' Containers: Lading Weight more than 44,000 pounds
- 40' Containers: Lading Weight more than 52,000 pounds
- 45' Containers: Lading Weight more than 52,000 pounds

Origin	Destination
Kansas City, MO	All Locations
Detroit, MI	All Locations
Columbus, OH (Rickenbacker)	All Locations
Discovery Park, OH	Norfolk International Terminal, VA
Discovery Park, OH	Portsmouth, APMT, VA

6.4 Rates, Continued

6.4.5 Reduced container return rates

Reduced rates under the Equipment section of this circular will not apply if the required endorsement or applicable STCC number (42-211-30) is not provided. Changes will only be allowed as outlined under this section if NS is provided corrected billing instructions bearing necessary endorsement or applicable STCC number (42-211-30). Otherwise NS will collect original billed applicable charges, due and payable without exception, based on shipper's original billing instructions.

6.4.6 Surrender of non-customs documents

Rates and services provided for in NS contracts, NSPQ, or other rate quotations and this Intermodal Rules Circular will not be extended to any shipment consigned so as to require surrender of any document in advance of delivery, other than as required by United States or Canadian Customs.

6.5 Requirements for Special Shipments

**6.5.1 Order
Notify and
COD shipments**

Order Notify and COD shipments will not be accepted by NS.

**6.5.2
Hazardous
materials,
substances, or
wastes**

Written shipping instructions must be provided with or in advance of tender, acceptance, and forwarding by NS of a shipment of hazardous material, hazardous wastes, and hazardous substances regulated by the U.S. Department of Transportation or the U.S. Environmental Protection Agency.

**6.5.3 Non-
railroad owned
trailers/
containers**

Non-Railroad owned or controlled trailers/containers will be allowed to enter NS terminals only with sufficient shipping instructions to determine that unit is to be forwarded via NS, and name and address of party accepting billing for storage charges which may accrue, subject to the Storage and Free Time section of this circular.

6.6 Predominant Commodity

6.6.1 Policy Commodities not accepted for transportation or restricted under the Commodities section of this circular shall not be tendered with a Predominant Commodity description of Freight of All Kinds. NS reserves the right to inspect a shipment at Time of Tender, or at any time said shipment is in the custody or control of a NS carrier, to confirm that said shipment conforms to the description of the predominant commodity provided on the shipping instructions for said shipment. If the predominant commodity description on the shipping instructions is missing or is incorrect, the following charge, in addition to all other lawful charges, will apply to said shipment, and will be assessed against the Rail Services Buyer.

6.6.2 Charges The following charges will apply to commodities that are not described or are incorrectly described in the shipping instructions.

If the commodity is...	and...	then the charge is...
not accepted for shipment	the shipping instructions do not describe the commodity or incorrectly describe the commodity	\$1,000.00 per trailer/container
restricted under the Commodities section of this circular	the shipping instructions do not describe the commodity or incorrectly describe the commodity	\$1,000.00 per trailer/container
incorrectly described as a commodity to be shipped under the Special Quotation	the Special Quotation does not apply to commodity	\$500.00 per trailer/container

Continued on next page

6.6 Predominant Commodity, Continued

6.6.3 Disputed rate

If the Bill-To-Party or Rail Services Buyer receives billing from NS at a disputed rate resulting from erroneous, missing, or incomplete billing information required by this section of the Rules Circular:

1. The Bill-To-Party or Rail Services Buyer may provide corrected billing with payment to be received within 15 days of freight bill date or within time frame specified within other contractual agreements (i.e. Draft Plan) with NS.
 2. NS will compare the corrected information with the original shipping instructions
 3. If the corrected information results in freight charges different from those originally billed by NS, NS will correct the amount billed to reflect the rate applicable based on the corrected billing instructions.
-

6.7 Changes to Shipping Instructions

6.7.1 Policy Changes to the original shipping instructions will be permitted up to the time of in-gate. An administrative fee of \$50 will be assessed for all changes. Customers may cancel the original billing instructions and submit new instructions electronically for no charge. New billing submitted in any other form is subject to a \$50 administrative fee as outlined in Section 6.7.2.

No change in shipping instructions will be permitted once a shipment has been in-gated at an NS origin terminal without prior approval by:

- Manager Traffic Delivery at (800) 497-2919 Option 5 (7am to 7pm); or
 - Billing Change Group at (800) 497-2919 Option 2 (7pm – 7am).
-

6.7.2 Administrative fee Approved changes to shipping instructions will result in a charge of \$50.00 per trailer/container involved to cover administrative costs.

6.7.3 Shipment diversion If NS determines that a change can be accomplished without adversely affecting other shipments, NS will charge a \$500.00 diversion charge in addition to the administrative fee for diversions of shipments where rail services are required.

6.7.4 Shipment diversion from Norfolk and Baltimore Pier Origins The following will apply to marine containers billed on NS to originate at Norfolk International Terminals, Portsmouth APMT, Norfolk NNMT, and Baltimore Piers where the origin dray from the pier to the NS local terminal for loading to a rail car has occurred, but loading to the rail car has not yet occurred.

Units billed from Norfolk International Terminals Norfolk NNMT, Portsmouth APMT. - Customers requesting that billing be cancelled once the unit has been drayed from the origin marine terminal will be assessed a charge of \$55.

Units billed from Baltimore Piers - Customers requesting that billing be cancelled once the unit has been drayed from the origin marine terminal will be assessed a charge of \$100.

Once the marine container has been drayed *and* loaded to a rail car at the NS rail terminal, the provisions of Sections 6.7.1-6.7.3 will apply.

6.8 Electronic Data Interchange (EDI)

- 6.8.1 Policy** NS's preferred method of receiving movement bills of lading is the EDI 404 transaction set in compliance with the Rail Guidelines. EDI may be used to transmit or acknowledge information concerning shipping instructions. EDI 404 transactions may also be created using the Internet Bill of Lading program (IBOL) provided by AccessNS. Shipper may use EDI/IBOL to transmit shipping instructions. EDI may not be used for reconsignment or diversion orders or to transmit order bills of lading, or any other changes to billing. Paper shipping instructions are subject to an administration fee. See Section 6.2.1 regarding charges for paper or fax billing.
-
- 6.8.2 Requirements** Each EDI must contain the unique identifier code of the shipper or party sending the EDI. An identifier code may be obtained before use of EDI from:

Manager - EDI Services, 1-800-235-5551
-
- 6.8.3 Technical specifications** Each EDI must be in the specified format and use the protocols or technical transmission specifications required by NS or agreed to in writing by shipper and NS.
-
- 6.8.4 Time** The time of an EDI to NS will be the time received by NS as shown on the NS computer system. The time of EDI from NS will be the time of transmission by NS as shown on the NS computer system.
-
- 6.8.5 Electronic storage** All information transmitted by EDI may be electronically stored. Upon reasonable request, shipper or NS must provide the other with copies of any tapes, disks, or other electronic storage media in its possession showing its records of EDIs concerning shipments. If data provided is disputed or upon reasonable request, shipper and NS will confirm the accuracy of the data provided or state specifically the differences from its stored data. All EDI data transmitted or stored and written, paper copies of that data will be considered ordinary business records.
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6.8 Electronic Data Interchange (EDI), Continued

**6.8.6
Disclosure of
EDI identifier
code**

Neither shipper nor NS will disclose shipper's EDI identifier code or EDI information except as required by law or court order or except to an auditor, accountant, attorney, third party provider of EDI services, or corporate affiliate also required to keep the identifier code and information confidential. Shipper and NS will take reasonable precautions to prevent other disclosure of the identifier code and EDI data.

**6.8.7
Termination of
EDI use**

Shipper or NS may terminate shipper's use of EDI shipment information upon written notice to the other.

**6.8.8 Third
party providers**

EDI may be transmitted through third party service providers agreed upon by shipper and NS. Shipper and NS each will be responsible for the EDIs and other acts and omissions, including breaches of confidentiality, of its third party provider.

6.9 Intermodal Bill of Lading

6.9.1 Terms and Conditions

- On a bill of lading, the general terms “CARRIER” and “NORFOLK SOUTHERN” refer to the particular subsidiary of Norfolk Southern Corporation that is providing the rail transportation described hereon and not in Norfolk Southern Corporation, itself.
- The contract evidenced by a bill of lading includes the terms and conditions and information written herein and, to the extent not inconsistent therewith, all terms and conditions included and incorporated in Norfolk Southern’s Exempt Intermodal Transportation Rules Circular in effect at the time of shipment (called the “Circular”). SHIPPER ACKNOWLEDGES HAVING READ OR HAVING RECEIVED A COPY OF THE CIRCULAR. SHIPPER KNOWS THAT NO CARRIER REPRESENTATIVE IS AUTHORIZED TO CHANGE ANY OF THESE TERMS AND CONDITIONS AND AGREES THAT NO OTHER TERMS AND CONDITIONS APPLY.

Shipper acknowledges that it is the “Rail Services Buyer” as described in the Circular and that it has all responsibilities and obligations of a Rail Services Buyer as described in the Circular.

- Except as otherwise provided in the Circular, the parties adopt and incorporated by reference all terms and conditions of the Uniform Bill of Lading as approved by the Surface Transportation Board and in effect at the time of shipment. The parties acknowledge and agree that the form of the Uniform Bill of Lading included in the Uniform Freight Commission at the time of shipment shall be accepted as evidence of the terms and conditions of the Uniform Bill of Lading.
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7. Free Time and Storage Charges

The following outlines the rules and charges governing the free time and storage of private and rail controlled containers and trailers, and private chassis at NS facilities.

7.1 Notification, Free Time, Storage Charges

7.1.1 Definitions	
Notification	Notification occurs when NS advises the notify party that the vehicle is available or there is a condition with the shipment that needs to be addressed. The primary method of notification is via fax (email notifications are available at customer's request). NS may choose to notify via phone or EDI when necessary. Day of Notification is the day NS advises the customer to pick up the equipment.
Free Time	Free time is the period of time following Notification that the customer does not incur Storage Charges for equipment at an Intermodal Terminal.
Storage charge	A storage charge is a fee for continued equipment storage after the expiration of Free Time and prior to the equipment being picked up at the terminal by the customer. The storage charge is applied for each day, or portion thereof, that the equipment/shipment remains at the Intermodal Terminal.
Payment Liability	<p>The notify party is liable for all storage charges unless such charges are paid prior to out-gate. If the initial notification is refused by the Notify Party, the Rail Services Buyer will be responsible for payment of Storage Charges.</p> <p>Private containers and trailers that have accrued storage charges will not be allowed out of the terminal until all charges are paid. Storage charges accrued on rail owned containers will be billed directly to the shipper of record by REZ-1 effective April 1, 2016. See Sections 9.3 and 9.4 for more information on Collection of Charges and Acceptable Methods of Payment. Exception: For traffic received from a connecting rail carrier where the shipper of record does not have credit with NS, the trucker picking up the container will be responsible for all accessorial charges including storage.</p> <p>Refusal of Notification does not eliminate any storage charges that may have already accrued and free time will not be restarted. If a notification refusal or notify party change is not received, the Rail Services Buyer will be responsible for any applicable storage charges, and storage charges will continue to accrue.</p>

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Section 7 - Free Time and Storage Charges

<p>7.1.2</p> <p>Free Time and Storage Provisions for International Containers</p>	<p>The following Free Time and Storage Charges will apply to all international units of 20 foot, 40 foot and 45 foot length arriving on a train at NS terminals.</p> <p>Day of Notification: The Day of Notification is determined by the time of day the unit is notified:</p> <ul style="list-style-type: none">• When notification is made on or before 5:00 p.m., the Day of Notification is that (same) day.• If notification is made after 5:00 p.m., the Day of Notification is the following business day. <p>Tier 1 Terminals:</p> <p>All international units grounding at Tier 1 terminals will be granted Free Time of one (1) day following the Day of Notification:</p> <p style="text-align: center;">Appliance Park, KY Austell, GA Chicago, IL Cincinnati, OH Kansas City, MO Rossville, TN Sharonville, OH St. Louis, MO</p> <p>For Tier 1 terminals, both Saturday and Sunday will count as a business day for the purposes of Day of Notification and Free Time. NS recognized holidays will not count as a business day. The holidays recognized by NS are listed in Appendix A of the NS Rules Circular.</p> <p>Storage Charges will begin to accrue at 8:00 a.m. of the day following the last day of Free Time. Likewise, subsequent days of Storage Charges will accrue at 8:00 a.m. After the exhaustion of Free Time, the Storage Charge is \$200 for Day 1 and \$300 per day or part of any day the unit remains at the terminal. A unit will continue to incur Storage Charges on weekends and holidays if its Free Time has expired prior to the start of, or during the weekend or a holiday.</p> <p>Tier 2 Terminals:</p> <p>All other terminals will be categorized as Tier 2. All international units grounding at Tier 2 terminals will be granted Free Time of two (2) days following the Day of Notification.</p>
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Section 7 - Free Time and Storage Charges

	<p>For Tier 2 terminals, Saturday will count as a business day for the purposes of Day of Notification and Free Time, but only at those terminals offering Saturday gate hours. NS recognized holidays will not count as a business day. The holidays recognized by NS are listed in Appendix A of the NS Rules Circular.</p> <p>Storage Charges will begin to accrue at 8:00 a.m. of the day following the last day of Free Time. Likewise, subsequent days of Storage Charges will accrue at 8:00 a.m. The Storage Charge is \$100 per day or part of any day the unit remains on the terminal after the expiration of Free Time through the fifth chargeable day or \$200 per day or part of any day the unit remains on the terminal after five chargeable days. A unit will continue to incur Storage Charges on weekends and holidays if its Free Time has expired prior to the start of, or during the weekend or a holiday.</p>
<p>7.1.3</p> <p>Standard Free Time and Storage Provisions for Domestic Containers and Trailers</p>	<p>Domestic containers and trailers include EMP, TMX, rail trailers, private trailers (28', 45', 48' & 53') and private containers (48' & 53').</p> <p>The following free time and storage charges apply to all domestic containers and trailers.</p> <p>Free Time Calculation:</p> <ul style="list-style-type: none"> • The following terminals will be categorized as Tier 1. All domestic containers and trailers grounding at Tier 1 terminals will be granted Free Time of one (1) day following the Day of Notification: <ul style="list-style-type: none"> Atlanta (Inman), GA Austell, GA Ayer, MA Calumet, IL Chicago 47th Street, IL Chicago 63rd Street (Englewood), IL Croxton, NJ Erail, NJ Jacksonville, FL Landers, IL Morrisville, PA • All other terminals will be categorized as Tier 2. All domestic containers and trailers grounding at Tier 2 terminals will be granted Free Time of two (2) days following the Day of Notification.

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Section 7 - Free Time and Storage Charges

Day of Notification: The Day of Notification is determined by the time of day the unit is notified:

- When notification is made on or before 5:00 p.m., the Day of Notification is that (same) day.
- If notification is made after 5:00 p.m., the Day of Notification is the following business day.
- Except as provided in the following Saturday terminal provision, if notification is made on Saturday, Sunday or an NS recognized Holiday, the Day of Notification will be considered the next business day. The holidays recognized by NS are listed in Appendix A of this document.

Saturday Terminals:

- At NS terminals with Saturday gate hours, Saturday will be considered a business day. At those terminals, Saturday can be a Day of Notification and will count against free time.

Storage Charge Assessment: After the expiration of free time, standard storage rates will be assessed as follows:

- \$100 per day or part of any day the unit remains on the terminal after the expiration of Free Time, through the 5th chargeable day.
- \$200 per day or part of any day the unit remains on the terminal after five (5) chargeable days.
- A unit will incur storage charges on weekends and holidays if free time has expired prior to the start of the weekend or holiday.

Storage Billing and Processing:

- Rail-owned equipment (EMP and TMX containers): Storage billing and any disputes will be processed by REZ-1. For further details, consult Section 208, EMP Storage Policies by going to the Policies and Procedures section on the REZ-1 website: <https://www.rez1.com>.
- Private equipment: Storage billing and any disputes will be processed by Norfolk Southern.

7.2 Exceptions to Standard Free Time and Storage Terms

7.2.1 Locations Standard terms do not apply to the equipment listed for the following facilities. These facilities are subject to the individual terminal operator's rules and charges.

Containers:

- Decatur, IL
 - Elizabeth Marine Terminal (Express Rail), NJ
 - Front Royal, VA
 - Garden City, GA
 - GCT Bayonne (Express Rail), NJ
 - Greer, SC (SCIP)
 - Huntsville, AL
 - New York Container Terminal (NYCT), NY
 - Norfolk International Terminal, VA
 - Portsmouth AMPT, VA
 - Prichard, WV (Heartland Intermodal Gateway)
 - Savannah (ITCF), GA
 - Talleyrand, FL
-

7.3 Collection of Charges At Private Terminals

7.3.1 Collection of charges Norfolk Southern bills and collects for storage and other accessorial charges defined in this Circular as agent for the terminal operator at the following private terminals:

- Baltimore, MD
- Buffalo, NY
- Calumet, IL
- Detroit (Delray), MI
- Detroit (Livernois), MI
- Kansas City, MO
- Morrisville, PA
- Pittsburgh, PA
- St. Louis, MO
- Toledo, OH

7.4 Abandoned Equipment

Abandoned Equipment

- Empty or loaded containers or trailers left unclaimed at any NS Intermodal terminal for more than 45 days will be considered abandoned property. NS may, after notifying the persons known to claim interest in the containers or trailers, dispose of the containers or trailers and its contents in order to recover the storage charges owed.
- Chassis left for more than 45 days at any NS terminal will be considered abandoned property. NS may, after notifying the persons known to claim an interest in the chassis, dispose of the property as it deems appropriate.

8. Damage and Loss to Shipments

8.1 Overview

8.1.1 Cross reference This information replaces former NS Rule 10, 16, 17.5, and former Conrail Items 150, 255, and 250 dated prior to June 1, 1999.

8.1.2 Purpose The purpose of this section is to state NS liability provisions with respect to:

- Damages to or loss or delay of lading, and
- filing claims and litigation regarding damage to or loss or delay of lading.

8.1.3 In this section The following topics will be covered in this section:

Topic	Section
General Terms and Conditions	8.2
Standard Liability Provisions and Restrictions	8.3
Carmack Liability Provisions	8.4
Claims Filing and Processing	8.5
Joint Line Claims	8.6
Other Rights and Responsibilities	8.7

8.2 General Terms and Conditions

- 8.2.1 Generally Applicable Provisions** The following terms and conditions apply to all intermodal shipments via NS.
1. This rule supersedes any inconsistent provision elsewhere in this circular.
 2. Except when inconsistent with any provision of this circular, all terms and conditions of the Uniform Bill of Lading (published in the Uniform Freight Classification in effect at the time of shipment) shall apply to all shipments under this circular.
 3. NS offers two alternative liability provisions: “Standard” liability and “Carmack” liability. **UNLESS LANGUAGE EXPRESSLY SELECTING “CARMACK” IS INCLUDED IN THE ORIGINAL SHIPPING INSTRUCTIONS, ANY TENDER OF FREIGHT FOR TRANSPORTATION UNDER THIS CIRCULAR WILL BE ACCEPTED UNDER “STANDARD” LIABILITY COVERAGE PROVIDED AND NOT UNDER “CARMACK” COVERAGE.**
 4. Other levels of reimbursement for cargo loss or damage are available only by written contract signed by an authorized NS official.
-

8.3 Standard Liability Provisions and Restrictions

8.3.1 General liability

Subject only to the:

- liability restrictions and limitations in this Standard Liability section,
 - provisions of the Uniform Bill of Lading, and
 - claim, arbitration and suit filing requirements outlined in the “Claims Filing and Processing” and “Other Rights and Responsibilities” sections below.
- NS will pay all claims for loss or damage to freight transported by an NS carrier under this circular.
-

8.3.2 Damage claim restrictions

NS will not be liable for any damage to lading unless that lading moved under this circular and the claimant establishes that either

1. the damage was caused by moisture entering a container or trailer supplied and owned or leased by a NS carrier or another railroad (“Railroad Furnished Container or Trailer”) through a defect in the container or trailer, or
 - b) both
 - a) the Shipper loaded shipment in closed, locked and secure trailer and / or container, and was properly loaded, blocked and braced, as provided in the Shipment Section and
 - b) the damage occurred, more probably than not, while the lading was in possession of either NS or another carrier which has a contract with NS governing the allocation of such claims.
-

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8.3 Standard Liability Provisions and Restrictions, Continued

All claims restrictions The following provisions apply to all claims except as otherwise described in the “Carmack Liability” section below:

- a) As a condition precedent to any right to recovery for loss, damage, or delay to cargo, a written claim must be filed within nine (9) months after delivery of a shipment (or if delivery is not made, within nine (9) months after a reasonable time for delivery). A claim must include a demand for payment of a specific amount and information sufficient to identify the shipment.
- b) NS carriers will not be held liable for any claims or losses; whether direct, indirect, special, consequential or punitive, that result from delay or an interruption of rail services, nor does the Carrier guarantee rail services on any schedules, published, projected or implied.
- c) NS carriers do not guarantee adherence to any particular transit or train schedule. NS will not be liable for failure to transport any shipment by any particular train or in time for any particular market.
- d) NS carriers NS will not be liable for loss, damage, or delay caused by:
 - an act of God
 - a public enemy, terrorism or cyber-attack
 - the authority of law
 - riots
 - strikes
 - acts of civil disobedience
 - an inherent quality or characteristic in the commodity
 - natural shrinkage
 - an act or default of shipper, consignor, consignee, owner, or any contracting party, including but not limited to, the failure of the Shipper or any other party to properly block or brace lading, or the stoppage and holding in transit of lading at the request of the shipper, consignor, consignee, owner, or any contracting party.
 - the stoppage and holding in transit of lading at the request of the shipper, consignor, consignee, owner, or any contracting party.

However, if any loss or damage arises both from NS carrier negligence and from an act or omission of any other party involved in the transportation process (such as shipper, consignor, consignee, owner, another railroad, contracting party, etc.), NS will be liable for that portion of the loss or damage caused by NS carrier negligence.

- e) NS’s liability will not extend beyond the actual physical loss or damage to the cargo itself, plus any costs reasonably incurred in efforts to mitigate the loss or damage. In no event shall NS be liable for any incidental, special, consequential, indirect or punitive damages (including, but not limited to, lost profits, business interruption expenses and Shipper’s or Receiver’s liability to their own customers for liquidated damages or other damages) arising out of or related to the services provided under this Intermodal Rules Circular, even if advised of the possibility of such damages.

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Section 8 - Damage and Loss to Shipments

Unless amended by written agreement signed by an authorized NS official prior to shipment (see “Counteroffer” in Terms and Conditions” in “General Contract Conditions” section), NS’s liability for loss, damage or delay to any shipments under this circular shall be limited to the lesser of the destination value of the cargo or \$250,000.

- f) NS shall not be liable for any claims of less than a minimum claim amount of \$250.
- g) NS does not make any representations as to the suitability of cargo for rail transportation. The Shipper acknowledges also that there are significant differences in the forces exerted on the cargo in rail transportation that may require additional packing measures for the cargo to move safely. NS does not provide mechanical protective service under this circular. NS is not liable for temperature related damage to cargo itself or to the container or trailer or other equipment, regardless of whether shipper requested mechanical protective service or made such arrangement with another carrier or company, and no failure to take any action with regard to protective service shall constitute carrier negligence under paragraph (c) of “All Claims Restrictions” or otherwise.
- h) NS will not be liable for any loss, damage or delay arising from any defect in trailer or container (including chassis and tie down devices and equipment), unless it is a railroad furnished container or trailer.
- i) NS will not be liable for more than \$250 per shipment for that portion of any claim attributable to federal or state taxes or duties on distilled spirits, wine, or beer.
- j) NS will not be liable for any loss, damage, or delay to lading to any party other than the Rail Services Buyer. NS will not be under any obligation to process any claim by any person other than the Rail Services Buyer.
- k) NS will not be liable for damage to lading due to the position (open or closed) of vent openings of vented trailers, nor will NS be responsible for monitoring the position of said vents while the unit is in its possession, nor will NS be liable for damage to lading as a result of vents admitting rain, snow, dirt, etc.
- l) NS will not be liable for damage arising from atmospheric conditions when articles loaded on open-top or flatbed trailers are not adequately covered. Protective covering must be furnished and installed by the consignor.
- m) As a condition precedent to any right to recovery for reimbursement for repairs to equipment, a written claim must be filed within 12 months after delivery of a shipment (or if delivery is not made, within 12 months after a reasonable time for delivery). A claim must include a demand for payment of a specific amount and information sufficient to identify the repairs made.
- n) Notwithstanding the foregoing, in the event that the shipment is moving pursuant to an ocean through bill of lading, the maximum liability of Norfolk Southern shall not exceed the lesser of (i) \$250,000 or (ii) the aggregate liability of the ocean carrier issuing the ocean through bill of lading with regard to the respective container.

8.3 Standard Liability Provisions and Restrictions, Continued

**8.3.3 All
Restrictions
(continued)**

- o) NS neither assumes nor has any obligation to inspect shipments for seals or security devices intended to prevent unauthorized access to a shipment; however, NS reserves the right in its sole discretion to inspect or not inspect shipments for such seals or security devices. In addition, NS neither assumes nor has any obligation to determine when a security device is appropriate. In the event that a shipment requires special security measures (such as high security seals, shrink-wrap, paper coverings and the like), it is the duty of the Shipper to determine and take the appropriate security measures. Documentation of the application of security devices at shipment origin is the responsibility of the Shipper. In determining the extent, if any, of NS's responsibility as a common carrier for loss, damage or liability to a shipment, the absence of or damage to a seal without physical evidence of contamination, loss or theft does not establish injury, loss or damage to a shipment.

8.4 Carmack Liability Provisions

8.4.1 Carmack liability

The following provisions apply to shipments made under Carmack Liability.

1. For freight accepted under Carmack liability provision, NS carriers will have traditional, common law carrier liability as codified in 49 U.S.C. 11706 (the “Statute”). Carmack Liability is offered only for shipments which would have been subject to the Statute if intermodal traffic were not exempt from the Statute, and not for any foreign, ocean or other movement to which the Statute is otherwise inapplicable.
 2. To the extent permitted by the Statute, NS carriers adopt all of the provisions for “Standard” Liability. As one example, the time limit for filing claims under “Standard” Liability applies to “Carmack” coverage under this section as well as to “Standard” coverage.
 3. Any provision of the “Standard” Liability provision section which is not permitted by the Statute shall not apply to Carmack coverage under this section. As one example, the \$250,000 limitation of liability coverage under Standard Liability does not apply to any shipment under Carmack coverage.
 4. Rates for shipments subject to this circular do not include Carmack coverage, unless the rate quote expressly states otherwise in writing. Carmack coverage may be obtained through a negotiated special rate authority, but in no case will be less than the applicable FAK rate plus 50% of that rate. Payment for Carmack coverage for a shipment shall be subject to all of the same terms and conditions, including due date, that govern payment of the basic freight charges on that shipment.
-

8.5 Claims Filing and Processing

8.5.1 Claim Content

- 1) In any claim for loss, damage, or delay, claimant shall include:
 - a) equipment initials and number, shipper's name, consignee's name, notify party's name, shipping date, and commodity
 - b) records (such as bill of lading, shipping manifest, or purchase or sales documents) or certification to establish
 - (1) delivery to a NS carrier
 - (2) the level of NS cargo claim coverage contracted for the shipment if other than Standard, and
 - (3) condition and quantity of cargo at origin
 - c) verification of the amount claimed, such as repair bills or certified invoices, and
 - d) verification that claimant is the party entitled to payment of the claim.
 - 2) Except where otherwise necessitated by wreck or derailment, claimant shall also include in any such claim:
 - a) records verifying condition and quantity of the cargo when received at the destination stated in the shipping instructions
 - b) origin and destination seal records, and
 - c) evidence of disposition of any damaged cargo in compliance with requirements of this section.
 - 3) A claimant may file only one claim per piece of equipment. In the event of damage to, or loss of, cargo giving rise to more than one claim against claimant, claimant shall consolidate its claim against NS into a single claim per piece of equipment.
-

8.5.2 Where to file claims

Claimants must file any claims for loss, damage or delay to lading with:

Norfolk Southern Corporation
Freight Claim Settlement
Attn: Intermodal Claims
1200 Peachtree St. NE, Box 153F
Atlanta, GA 30309

8.5.3 Where to call

For answers to any questions about claim filing, claimants may call this toll free number:

(800) 742-6315

8.6 Joint Line Claims

8.6.1 Carmack coverage

For through rail shipments over both NS carriers and other non-NS carrier(s) (“Interline Shipments”), Carmack coverage is available only if the contract for carriage for the Interline Shipment over the non-NS rail carrier(s) also includes Carmack coverage. Carmack coverage is not available for any foreign, ocean or other inland part of a movement if that part of the movement would not have been subject to the Statute in the case of regulated shipments.

8.6.2 All claims

NS’s liability for any Interline Shipment (and for the inland portion of any ocean/inland through shipment) shall not exceed the liability of any other carrier in the movement unless claimant can establish that the loss, damage or delay creating liability occurred while the Interline Shipment was in the possession of NS Carriers.

8.7 Other Rights and Responsibilities

8.7.1 Origin rights and responsibilities

Unless special loading, bracing, and blocking for a particular shipment is approved in advanced and in writing by an authorized NS official, all loading, bracing, and blocking must comply with all applicable AAR rules, circulars, pamphlets and/or general information series publications and with all applicable NS loading pamphlets, diagrams, manuals, publications, and/or procedures (collectively, the “Loading Requirements”). NS has the right to inspect, weigh and reject shipments at origin for not complying with the Loading Requirements. In the event that a load which has been tendered to and accepted by NS is found during transit to not be in conformance with the Loading Requirements, the Shipper shall be responsible for an inspection fee of (1) \$500 if the nonconformance was discovered during inspection at a terminal or (2) \$1,000 if the nonconformance was discovered during inspection on line of road. In addition, NS may, in its sole discretion, have the load either reblocked and rebraced or transloaded to another trailer or container. In such event, Shipper shall also be responsible for all costs and expenses incurred in performing such reblocking and rebracing and/or transloading; and any damage to the load arising from such reblocking or rebracing and/or transloading shall be the responsibility of the Shipper unless such damage is caused by the gross negligence of NS. Notwithstanding the foregoing, NS shall be responsible for the costs of any reblocking, rebracing and or/transloading where the Shipper has fully complied with the Loading Requirements and the need for reblocking, rebracing and/or transloading is caused solely by the actions of NS and not by the actions of the Shipper.

8.7.2 Mitigation of damages and salvage

Claimants and all other contracting parties must mitigate damages as much as possible. Whenever possible, consignees should accept damaged cargo. When NS is liable for cargo damage and the associated salvage is retained by consignee or claimant, NS will reimburse claimant for all expenses reasonably incurred in disposing of the cargo. In computing the claim amount due, a credit for retained salvage will be allowed at the actual, fair market value of the retained lading at the time of delivery and in its damaged condition.

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Section 8 - Damage and Loss to Shipments

**8.7.3 Certain
Abandoned
Lading**

- 1) “Abandoned Lading” for the purposes of this provision shall be lading which (i) has not been delivered and for which the consignee or owner cannot be reasonably located or identified by NS and (ii) remains in the possession of NS for a period of more than fifteen (15) days after being tendered initially to NS for transportation in the absence of instruction or a demand by a party to the bill of lading for delivery of the lading in question.
- 2) NS may dispose of Abandoned Lading in any commercially reasonable manner (including, but not limited to, public or private sale) thirty (30) days after lading in the possession of NS has become Abandoned Lading. Where the perishable nature of the Abandoned Lading is known to NS and in the judgment of NS requires a sale prior to the expiration of the thirty (30)-day period in order to preserve the value of the Abandoned Lading, NS may so dispose of the Abandoned Lading at public or private sale in a manner subject to its discretion.
- 3) Any proceeds from the sale of the Abandoned Lading shall first be applied against (i) the cost of the sale of the Abandoned Lading, and (ii) any unpaid freight and storage charges arising from the transportation of the respective lading. Should there be a balance it will be paid to the owner of the freight sold by NS. In the event that a party cannot be identified as being entitled to receive the remaining sale proceeds, such proceeds shall become the property of NS.
- 4) Nothing in this provision shall serve to relieve the claimant of its duty to mitigate damages. Rejection or abandonment of lading to the rail carrier does not constitute reasonable mitigation of damages.
- 5) The remedies provided in this section are intended to supplement all other remedies that may be otherwise available at law or under a bill of lading, and the selection of an appropriate remedy regarding the disposition of abandoned lading is within the sole discretion of NS.

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Section 8 - Damage and Loss to Shipments

8.7.4 Conrail as private switching carrier and disclaimer of damages.

In the event that transportation under this Circular involves handling of the lading by Consolidated Rail Corporation (“Conrail”), Conrail participates in such transportation solely as a private switching railroad on behalf of NS and not as a participating carrier in the transportation. Neither Shipper, Consignee, beneficial owner or any other party having rights in the lading pursuant to the bill of lading shall have any claim against Conrail for its performance for NS. Furthermore, notwithstanding any provision in this Circular to the contrary and regardless of the nature of the cause of action, whether in tort, contract or otherwise, in no event shall Conrail be liable to any party for any lading loss or damage or for consequential, incidental, special, or indirect damages whatsoever (including but not limited to lost profits, cost of capital or interruption of business expenses) arising out of the services provided by Conrail to NS in connection with transportation arising under this Circular, even if NS or Conrail has been advised of the possibility of such damages.

8.7.5 Notification and verification

The following provisions apply to notification and verification of damage:

- (a) Claims for less than \$250 are not to be reported. If damage in excess of \$250 is visible or obvious upon unloading and appears to be associated with a defect in the trailer or container, claimant must arrange for the destination railroad to be notified as soon as commercially practical and no later than by the end of the next working day following discovery of the damage. In all other cases of discovery of damage in excess of \$250 (including “concealed” damage), the destination railroad must be notified within five working days after delivery.
- (b) Notification of damaged cargo must comply with the procedures contained in the NS form “Procedures and Form for Lading Loss or Damage Notification”, and include, at a minimum, complete responses to each of the items listed under the “Information Needed” portion of that attachment. To obtain the NS form “Procedures and Form for Lading Loss or Damage Notification” please contact our Claims department at 1-800-742-6315.
- (c) Consignee shall keep damaged lading available for inspection by the destination railroad for 15 days after notification unless the destination railroad approves prior disposition. NS will not unreasonably withhold approval for prior disposition of salvage without destination inspection.
- (d) Failure of the destination railroad to inspect damaged cargo for any reason will not relieve the claimant from the requirement of establishing that cargo was delivered in a damaged condition and was properly blocked and braced. Failure of the destination railroad to inspect damaged cargo for any reason will not be considered an admission of liability by NS.

Continued on next page

8.7 Other Rights and Responsibilities, Continued

8.7.6 Lawsuits and arbitration The following provisions apply to lawsuits and arbitration under this Section 8:

- (a) As a condition precedent to any right of recovery, any lawsuit or arbitration proceeding involving a claim for loss, damage or delay to cargo must be commenced within one year after receipt of written notice from NS declining the claim in full or in part. If suit is not filed or request for arbitration received by NS within that one-year period, claimant shall have no right of recovery.
- (b) Lawsuits shall be filed only in a court of competent jurisdiction in Norfolk, Virginia; Atlanta, Georgia; or Chicago, Illinois, or at the NS origin or NS destination of the Shipment on which the claim was made; or at any location on NS where the loss, damage or delay is known to have occurred.
- (c) If an amount in dispute between NS and claimant is less than \$100,000, both claimant and NS shall have a right to mandatory arbitration under “Other Rights and Responsibilities” section, and claimant will not file any lawsuit against NS or any NS Carrier, except as may be necessary to require NS or a NS Carrier to comply with the arbitration provisions of this “Other Rights and Responsibilities” section. For purposes of this Section 8.7.6, the phrase “amount in dispute” shall mean the difference between the amount of the claimant’s claim and the amount NS or any NS Carrier has agreed to pay on such claim (if anything). This agreement to arbitrate and waiver of right to sue for an amount in dispute that is less than \$100,000 may be enforced by an action for injunction or specific performance.
- (d) In the event of arbitration, NS will select a forum and procedure which will provide competent, impartial, and independent arbitrator(s). Except as provided in following paragraph (e), each party will bear its own expenses of preparing for arbitration, and the costs of arbitration itself shall be divided evenly, except that if the arbitrator(s) find either NS or the claimant to be asserting a position completely without merit, that party will pay all costs and expenses of the arbitration itself. If either claimant or NS files suit for recovery for, or determination of rights with regard to, loss, damage or delay to cargo other than a suit to enforce arbitration, the party filing that suit shall pay all of the other party’s costs and expenses arising from or in connection with the resulting litigation, including attorney fees.
- (e) If the amount in dispute between NS and claimant is less than \$500, all costs and expenses of the arbitrating entity and its arbitrator(s) shall be borne (1) by NS if the arbitrator(s) finds that NS’s position in declining the claim was clearly inaccurate or clearly contrary to the weight of the evidence, or (2) by the claimant in all other cases.

8.8 Additional Terms And Conditions For Shipments Moving Into And Out Of Mexico

All shipments being transported over the lines of NS where the ultimate rail origin or rail destination is located in Mexico are subject to the following additional terms and conditions:

(1) NS assumes no responsibility for any loss of or damage to the lading occurring in Mexico.

(2) NS and connecting United States rail carriers will not be responsible for unlocated loss of or damage to the lading unless the claimant can show by preponderance of the evidence that the loss of or damage to the lading occurred in the United States.

(3) All claims for loss of or damage to lading occurring in Mexico must be presented to the Mexican rail carrier. Filing of claim with the Mexican rail carrier does not constitute filing of claim with NS or another United States rail carrier for the purposes of these Rules.

(4) It is the duty of the Shipper to provide all necessary documents, permits, authorizations and other paperwork required for the shipment to enter or leave the United States or Mexico.

(5) NS assumes no responsibility for any expenses or losses incurred by Shipper or Consignee that result from delays and problems in clearing Customs.

(6) All freight rates quoted from shipments moving into or out of Mexico are limited liability rates. Unless otherwise expressly agreed to in writing by NS, the maximum liability of NS and the other participating United States rail carriers in the movement shall be the lesser of the maximum liability established by the limited liability rate set by the Mexican rail carrier or carriers and the maximum liability of \$250,000 US established by Rule 8.3.3.e. of this Intermodal Rules Circular. By agreeing to ship lading pursuant to the quoted freight rate, Shipper acknowledges that it has had the opportunity to request a full Carmack liability rate for shipments originating in the United States and has elected to not so in exchange for a reduced freight rate.

(7) In the event of a conflict between the terms of this sub-Rule 8.8 and the other terms and conditions of Rule 8, the terms of this sub-Rule 8.8 will govern.

(8) This Rule also applies to loss and damage to lading occurring during the Mexican drayage portion of the movement where such drayage is covered by a rail through bill of lading covering the origin or destination drayage of the lading in Mexico.

9. Damage to Private Intermodal Equipment

9.1 Overview

9.1.1 Purpose This section refers to damage to private trailers, containers, and chassis (“Private Intermodal Equipment”); and associated equipment damage claims.

9.2 Intermodal Equipment Damage Liability

9.2.1

Subject to parameters of applicable provisions of (a) the Intermodal Rules Circular; (b) the Governing Publications referenced in Section 2.5 of the Intermodal Rules Circular; (c) the NS Addendum to the Uniform Intermodal Interchange Agreement; and (d) laws, governmental rules and regulations ((a) through (d) are collectively referred to as the “Applicable Criteria”), NS may be liable for:

- Damage to Private Intermodal Equipment that meets AAR standards when damage occurs while in NS possession.
 - Damage repairs as defined by the AAR Intermodal Interchange Rules Job Code Matrix, Appendix F.
-

9.2.2 Heavily Damaged or Destroyed Private Intermodal Equipment

If Private Intermodal Equipment was heavily damaged or destroyed in NS’s possession and NS is responsible pursuant to the Applicable Criteria, NS will reimburse the owner of the Private Intermodal Equipment for the actual cost to repair the Private Intermodal Equipment if the repair cost does not exceed the AAR’s Depreciated Value Less Salvage calculation contained in Rule 156 of the AAR Intermodal Interchange Rules with salvage values calculated as per below:

- If the Private Intermodal Equipment owner chooses to retain salvage rights for heavily damaged or destroyed Private Intermodal Equipment, salvage value will be calculated based on the quarterly AAR Office Manual Price Master for aluminum and steel multiplied by the weight of the salvage material.
 - If the Private Intermodal Equipment is destroyed off NS property, NS shall not be responsible for transporting destroyed equipment to a scrap location.
 - If the Private Intermodal Equipment owner chooses to abandon the salvage rights to NS, and the Private Intermodal Equipment is in the possession of NS, the salvage value will be assumed as zero dollars when the Depreciated Value Less Salvage is calculated.
-

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Section 9 - Damage to Private Intermodal Equipment

9.2.3

NS is not liable for:

- Owner's repairs as defined by the AAR Intermodal Interchange Rules Job Code Matrix, Appendix F.
- Normal wear and tear to Private Intermodal Equipment (i.e., scratch, dent, ding, scrape) that does not prevent the ability to move equipment safely per the Applicable Criteria.
- Private Intermodal Equipment which does not meet the requirements of NS Intermodal Rules Circular Section 4.2.3.
- Repairs of less than \$50.
- Private Intermodal Equipment damage that did not occur while in NS possession.

If Private Intermodal Equipment was in-gated to the terminal with damage, NS is not responsible for such damage. Gate receipts are available on AccessNS and should be reviewed to ascertain if equipment in-gated with damage. In instances where NS is not liable, the Private Intermodal Equipment owner should work directly with the responsible party to facilitate reimbursement for repairs and damage.

9.3 Intermodal Equipment Claims Filing

9.3.1 Registering for Claims Filing

NS only accepts claims for damaged or destroyed Private Intermodal Equipment through the Intermodal Maintenance & Repair System (IMRS) website.

- To submit a claim or request access to IMRS, visit <https://ns-imrs.buckeyemountain.com>
- IMRS User guides can be found on the NS website at <http://www.nscorp.com/content/nscorp/en/shipping-options/intermodal/intermodal-equipment-claims.html>

Customers will also need Gate Receipts to file claims. Gate Receipts are available via AccessNS. Register for an AccessNS user ID at <https://accessns.nscorp.com/accessNS/#register>

9.3.2 Required Documents for Filing a Claim

- Copy of Repair vendor's completed original invoice with itemized repairs showing labor hours and material prices.
- Copy of Damage Notification sent to NS as described in NS Intermodal Rules Circular Section 4.8.
- Gate Receipt (J-1) for the interchange period directly preceding the actual occurrence or discovery of the damage.
- Gate Receipt (J-1) showing the damage if repairs were not completed on the Terminal.
- Pre-repair photos clearly showing the claimed damage.
- Post-repair photos clearly showing the repaired damage if submitting a damage repair claim.
- If the repair invoice exceeds \$2,000, a Depreciated Value Less Salvage statement based on AAR Intermodal Interchange Rule 156.
- When filing a destroyed equipment claim, a Depreciated Value Less Salvage statement based on AAR Intermodal Interchange Rule 156 as well as a repair estimate from a repair vendor is required

9.4 Intermodal Equipment Claims Processing

9.4.1 Policy

Claims submitted more than 60 days after the initial damage notification to NS will be declined. NS will review Private Intermodal Equipment damage claims in IMRS within 30 days from Submit Date and either Approve or Decline the claim.

Approved Claims:

- Claims that are approved will be paid within 40 days of customer's invoice date.

Declined Claims:

- A declined claim may be resubmitted by the customer within 30 days of declination by NS.
- NS will respond to a resubmitted claim within 30 days of customer resubmission of the claim.
- A customer may resubmit a particular damage incident a maximum of two times.
- Once NS has declined a claim for a third time, the declination of the claim is considered to be final.

10. Payment

10.1 Overview

10.1.1 Purpose The purpose of this section is to define acceptable methods of payment and general payment requirements for all shipments via NS.

10.1.2 Cross reference The information in this section replaces former NS Rules Circular Rules 10.5, 11, 14.40 and 17.5 and former Conrail Items 150 and 680 dated prior to June 1, 1999.

10.1.3 In this section These are the topics provided in this section.

Topic	Section
General Payment Information	9.2
Collection of Charges	9.3
Acceptable Methods of Payment	9.4
Overcharges, Overcollections, and Duplicate Payments	9.5

10.2 General Payment Information

10.2.1 Policy The rail services buyer for a shipment is liable for the freight charges on that shipment and for charges specified in this circular.

10.2.2 Obligated party The designation of a party as “shipper”, “shipper’s agent”, “beneficial owner”, “broker”, “user”, “consignee”, “bill-to-party”, or similar term in any shipping documents or correspondence will not affect the obligations of any contracting party including without limitation, the rail services buyer’s obligation to pay freight or other charges. Nor will any such designation have any affect in determining which of the different parties to a shipment is a contracting party or is the rail services buyer.

The obligation of the rail services buyer to pay the freight charges or any charges under these rules is not affected by a request, instruction, or notation in any document to collect the charges from another party, nor by any attempt by NS or any NS carrier to comply with such a request, instruction, or notation.

10.2.3 Credit The designation of a party as “shipper”, “shipper’s agent”, “beneficial owner”, “broker”, “user”, “consignee”, “bill-to-party”, or similar term in any shipping documents or correspondence will not affect the obligations of any contracting party including without limitation, the rail services buyer’s obligation to pay freight or other charges. Nor will any such designation have any affect in determining which of the different parties to a shipment is a contracting party or is the rail services buyer.

The obligation of the rail services buyer to pay the freight charges or any charges under these rules is not affected by a request, instruction, or notation in any document to collect the charges from another party, nor by any attempt by NS or any NS carrier to comply with such a request, instruction, or notation.

Continued on next page

10.2 General Payment Information, Continued

**Holding of trailers/
10.2.4
Bankruptcy or
Insolvency**

These are the rules for holding of trailers and containers:

- Each NS carrier will have the right to hold any trailer or container until all charges (including all terminal and accessorial charges outlined in this Rules Circular) have been paid for its transportation, use, and/or delay.
- All applicable charges will continue to accrue during the time that NS carrier is holding a trailer or container pending payment of charges.
- An NS carrier may release a trailer or container if arrangements have been made for the extension of credit to the rail services buyer or another contracting party if the other contracting party has agreed to pay the charges.

A. In the event Shipper files or is the subject of a filed petition in bankruptcy and Shipper has a transportation contract or other agreement with NS (collectively "Agreement") that incorporates this Intermodal Rules Circular, Shipper will, as soon as practicable:

- (1) Identify NS as a "Critical Vendor" of essential services as that term is interpreted and understood within the context of a bankruptcy proceeding;
- (2) Identify any Agreement with NS under which there remains continuing unperformed obligations; and,
- (3) Chose to elect to either assume or reject such Agreements identified pursuant to paragraph (2) above within sixty (60) days of the date of the filing of the shipper's petition in bankruptcy.

In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without NS' consent, unless NS is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with NS as security for the timely payment of switching and linehaul charges an amount equal to the average thirty (30) day accrual for such charges as or security guarantees in form and substance satisfactory to NS from one or more persons who satisfy NS' standard of creditworthiness.

10.2.5 Disputed Bills

In the event that Shipper or Payor shall dispute the amount of a bill, Shipper or Payor shall pay to NS within the credit period the undisputed amount of the bill. Shipper or Payor shall also notify NS within the credit period for the disputed amount and the basis for the dispute. Payment of bills, or any portion thereof, by Shipper or Payor, which later are determined to be incorrect will not prejudice Shipper's or Payor's right to seek refund under the terms of Section 10.5 of this Rules Circular.

Norfolk Southern Intermodal Rules Circular #2
Section 10 - Payment

10.2.6 Costs of Collection NS shall have the right to recover from Shipper or Payor all reasonable costs of collection, including but not limited to reasonable attorney's fees, in the event of any violation of the credit terms of NS by Shipper or Payor.

10.2.7 Finance Charges Effective October 1, 2003, NS will assess a finance charge of one percent (1.0%) per month (twelve percent (12.0%) per annum) against unpaid linehaul freight bills beyond credit terms. Finance charges will be calculated using a daily rate of 0.0329% (12.0%/365 days), which will be applied to unpaid linehaul freight bills that are not paid within the governing credit period. The finance charge will accrue daily until payment is received by NS.

10.2.8 Contracting party request to withhold trailers/containers The service included in the offer does not include holding a trailer or container at the request of a contracting party until some other party has paid all charges due in connection with it. The liability of the rail services buyer for any charges associated with a movement is not affected by any NS carrier's not complying with any request or instruction not to deliver a shipment until payment of all charges.

10.3 Collection of Charges

10.3.1 Policy The following is a description of when NS charges are collected.

When service provided is...	then charges must be...
chassis lifts	paid and collected at the gate before a unit is permitted outgate.
Chassis storage	collected at the gate before unit is outgated.
Container storage charges	paid before forwarding of a shipment held in storage by NS awaiting complete shipping instructions (Shipping Instructions section), or release of shipment for pickup.
EMP/TMXU storage charges	billed to, and paid by, the shipper of record to REZ-1
Trailer storage charges	Billed to, and paid by notify party
Shipment to Virgin Islands or Puerto Rico	<ul style="list-style-type: none">• prepaid on all shipments which have a subsequent movement beyond by water to Puerto Rico and the Virgin Islands.

10.3.2 Litigation

If litigation becomes necessary to collect any of the charges contained in the offer and if the court finds that a Rail Services Buyer's basis for failure or refusal to pay the charges was completely without merit, the Rail Services Buyer is liable to the NS carrier for all costs incurred in litigation, including court costs, reasonable attorney fees, and witnesses expenses.

10.4 Acceptable Methods of Payment

Acceptable methods of payment

NS accepts the following forms of payment for charges:

- Cash (Exception: NS will not accept cash at NS run terminals for Storage charges)
- Credit card (Storage charges on line only)
- Check (Exception: NS will not accept checks at NS run terminals for Storage charges)

- NS will not be able to accept personal checks for any charges.
- For charges in amounts less than \$1,000, NS will accept checks drawn on a corporate account.
- For charges of \$1,000 or more, NS will require payment be made by certified funds such as cashier's check, certified check, money order, credit card or cash.

Other forms of payment must be approved by NS in advance and must be in place before payment is due. Other forms of Shipper or Rail Service Buyer payments acceptable to NS are:

Type of Payment	Condition
Posted deposit	amount covers charges
NS Automatic Clearing House (ACH) Draft Plan	amount reviewed and approved by Rail Service Buyer and automatically debited from account

10.5 Overcharges, Overcollection, and Duplicate Payments

10.5.1 Policy

A claim must be filed in the event of an overcharge, overcollection, or duplicate payments. NS Carriers will pay a whole or partial claim only if the claim is in writing and contains sufficient information for NS carriers to conduct an investigation.

10.5.2 Claim requirements

Claims must include the following information:

- name of claimant (must be the payor)
 - file number
 - amount of the refund sought
 - original freight bill
 - freight bill payment information and supporting documents which show that NS carriers collected all of the charges at issue
 - rate
 - weight
 - commodity
 - description, and
 - supporting authority (quotation, etc.) claimed to be applicable.
-

10.5.3 Time limit

The claim must be filed within three years of the date of delivery or tender of delivery by NS carriers of the subject shipment.

When movement over NS carriers form a segment of a through-movement that involves other carriers who have different time limitations for filing overcharge claims, the shortest time limitation will apply for overcharge claims against NS carriers.

10.5.4 Where to send claim

Claims for overcharges must be mailed to:

Norfolk Southern Corporation
Attn: Asst. Manager Miscellaneous Accounts
1200 Peachtree Street, NE, Box 106
Atlanta, GA 30309

Appendix A

Glossary of Terms and Definitions

Term	Definition
40 CFR	Code of Federal Regulations of the United States relating to the Environmental Protection Agency.
49 CFR	Code of Federal Regulations of the United States relating to the Surface Transportation Board, the Department of Transportation and the Federal Railroad Administration.
AAR Mandatory Accounting Rule 11	An interline shipment where each carrier issues a separate bill for its own charges.
AAR	American Association of Railroads
Acceptance of Shipment by a Rail Carrier	The time of delivery of shipping instructions to NS, time of delivery of shipment to NS, or the time the equipment has passed the safety inspection under the equipment interchange agreement, whichever occurs last.
Beneficial Owner	Person who owns or has title to the freight during transportation.
Bill of Lading	Shipping document or shipping instructions sent from a shipper that initiates the movement of a vehicle.
Bill-To-Party	A party designated in any shipping instructions by the Rail Services Buyer at the time a shipment is tendered to NS as the party to which a bill or invoice for freight transportation or other charges should initially be sent.
BOE	Bureau of Explosives
Carrier	Any carrier authorized by federal, state, or local entities to transport goods.
Cash in Fist (CIF)	Payment of storage charges by cash, company check or credit card at time of outgate.
Chassis	An undercarriage with wheels constructed to accommodate containers as they move on the highway
COFC	Container on flat car without chassis
Container	A freight vehicle constructed to allow for the attachment of a removable chassis for further transportation
Contracting Party	Any individual or organization accepting the offer of intermodal transportation service.
Day of notification	Day of notification is the day NS notifies the customer of availability for pick up.

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Term	Definition
Draft Plan	The Norfolk Southern Corporation Intermodal draft Procedures under which NS drafts the bank account of a shipper or rail service buyer for all line haul charges and charges for certain miscellaneous services.
Drayage	Trucking services intended for rail intermodal shipments such as cross-towns, trailer terminations, pickups and deliveries.
Dunnage	Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing or supports required to protect and make shipments secure for transportation.
EDI	Electronic Data Interchange
EMP Program	The Equipment Management Program, an integrated domestic container supply and management program.
FAK	Freight of All Kinds
FRA	Federal Railroad Administration
Gross Cargo Weight	Total weight of lading (cargo), including blocking, bracing, and pallets.
Hazardous Commodities	Materials as defined by the DOT in the Code of Federal Regulations (49 CFR) as hazardous materials, hazardous wastes, and hazardous substances.
In Bond	Goods held at destination by carrier from whom goods can be taken only upon payment of taxes/duties to the appropriate government agency.
International	Shipments with a prior or subsequent water move.

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Term	Definition
Norfolk Southern (NS)	<p>Any rail carrier subsidiary of Norfolk Southern Corporation and Consolidated Subsidiaries, which provides transportation service for a particular shipment, or such subsidiaries as the context requires. NS also means Norfolk Southern Corporation acting as agent for pertinent Norfolk Southern rail carrier subsidiaries.</p> <p>REFERENCE TO "NS" OR "NORFOLK SOUTHERN RAILWAY COMPANY" OR "NS CARRIERS" HEREIN INCLUDES THE FOLLOWING SUBSIDIARIES AND AFFILIATED CARRIERS</p> <p>Norfolk Southern Railway Company Atlantic and East Carolina Railway Company Camp Lejeune Railroad Company Chesapeake Western Railway Central of Georgia Railroad Company Georgia Southern and Florida Railway Company State University Railroad Company The Alabama Great Southern Railroad Company The Cincinnati New Orleans and Texas Pacific Railway Company Tennessee, Alabama & Georgia Railway Company Tennessee Railway Company</p>
Norfolk Southern Holidays	<p>The following holidays will be observed:</p> <ul style="list-style-type: none"> • New Year’s Day • President’s Day • Good Friday • Memorial Day • Independence Day • Labor Day • Thanksgiving Day • Friday after Thanksgiving • Christmas Eve • Christmas Day • New Year’s Eve <p>If any one of the preceding holidays occurs on a Sunday, the following Monday will be considered a holiday.</p>
Notification	<p>The action that NS takes to tell the customer that the shipment/equipment has arrived at the terminal and it is ready to be picked up. Notification may be done via telephone, fax or electronic data interchange.</p>

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Term	Definition
Notify Party	Person identified on the billing to be notified on shipment availability (typically the shipper, receiver, beneficial owner, motor carrier or their agents, employees or contractors).
NS Carrier	Any direct or indirect carrier subsidiary of Norfolk Southern.
NSPQ	Norfolk Southern Pricing Quote.
Offer	The standing offer of all NS carriers to transport trailers and containers in accordance with the terms and conditions of this circular, at rates furnished to a contracting party by an authorized rate representative of Norfolk Southern, or specified in a writing signed by the Rail Services Buyer and an NS carrier. The offer extends to services provided by NS carriers as destination, origin, or intermediate carrier for shipments originating and/or terminating on carriers other than NS carriers, but does not include any provision of such other carriers' offers or contracts.
Person	Includes, but not limited to, individuals, sole proprietors, partnerships, corporations, associations, cooperatives, trusts and other entities.
Port Holidays	<p>The following port holidays will be observed in New Jersey and Maryland:</p> <ul style="list-style-type: none"> • New Year's Day • Martin Luther King's Birthday • Lincoln's Birthday • Washington's Birthday • St. Patrick's Day • Good Friday • Memorial Day • Independence Day • Labor Day • Columbus Day • Election Day • Veterans' Day • Thanksgiving Day • Friday after Thanksgiving • Christmas Eve • Christmas Day • New Year's Eve <p>If any one of the preceding holidays occurs on a Sunday, the following Monday will be considered a holiday.</p>

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Term	Definition
Predominant Commodity	Any single commodity which comprises one-half or more, by weight, of a shipment.
Proportional Rates	Traffic destined beyond in rail service and only when NS provides for interchanging to a connecting rail carrier at the expense of NS.
Rail Services Buyer	The party accepting the offer of intermodal services as provided in shipping instructions.
Receiver (Consignee)	Person receiving the shipment at destination and including receiver's agents, employees and independent contractors acting on behalf of the receiver. Person receiving vehicle, may or may not be final destination.
Shipment	Freight tendered with a shipping document at an origin for a destination
Shipper (Consignor)	Person shipping vehicle from origin and including shipper's agents, employees and independent contractors acting on behalf of the shipper, receiver, and beneficial owner; usually the person sending shipment instructions.
Shipping Instructions	Bill of lading sent via EDI or fax from the shipper.
SIMS	Strategic Intermodal Management System
STCC	Standard Transportation Commodity Code for commodity description on the shipping instructions
Storage Charges	Charges associated with the period of time which a vehicle is in an NS facility beyond free time.
Tank Container	A specially constructed container for transporting liquids and gases in bulk.
Time of Tender	The time of delivery of shipment or the time of delivery of shipping instructions to NS, whichever occurs last.
TOFC	Trailer on flat car
Trailer	A freight vehicle with fixed undercarriage and wheels used for highway or rail transportation
UFC	Uniform Freight Classification, which classifies freight by category.
UIIA	Uniform Intermodal Interchange Agreement
UN/NA	The designator for hazardous materials.
Uniform Bill of Lading	A form of the bill of lading prescribed by the Surface Transportation Board.
Vehicle	A vehicle is a railroad-owned or –controlled, or a privately owned or controlled trailer, container (with or without chassis), flat rack (with or without chassis,) tank container (with or without chassis), or chassis.

Appendix B

Restricted/Forbidden Commodities Tables

Commodities listed	Commodities that do not appear in the Restricted/Forbidden Commodities Tables may be shipped via NS. The commodities that are forbidden or accepted with restrictions for shipment via NS are included in this document as follows:
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If a commodity is listed as...	then it...
Forbidden	is never accepted for transportation by NS and its railroad subsidiaries, and may not be loaded by a shipper or under instruction of a rail services buyer in trailers or containers for movement via NS.
Restricted	is accepted for shipment when all shipping requirements as outlined in this section have been met.

Table Descriptions	Restricted/Forbidden Commodities are shown in the tables below:
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Table Name	Contains
Table 1: Forbidden Hazardous Material Commodities	Forbidden Hazardous Material Commodities never accepted for shipment by NS and its railroad subsidiaries.
Table 2: Restricted Hazardous Material Commodities	Restricted Hazardous Material Commodities accepted for shipment when all DOT shipping requirements and any additional requirements outlined in this section have been met.
Table 3: Forbidden Non-Hazardous Commodities	Forbidden Non-Hazardous Commodities never accepted for shipment by NS and its railroad subsidiaries.
Table 4: Restricted Non-Hazardous Commodities	Restricted Non-Hazardous Commodities accepted for shipment when all DOT shipping requirements and any additional requirements outlined in this section have been met.

Table 1: Forbidden Hazardous Material Commodities Listed by Description

Table Description	The following table lists Forbidden Hazardous Material Commodities never accepted for shipment by NS and its railroad subsidiaries.
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Commodity	Policy	Restriction(s)
Asbestos: Crude, virgin, processed, or scrap of any kind including asbestos waste and debris	Forbidden	UN 2212, UN 2590
Explosives (Division 1.1, 1.2, or 1.3) see 49 CFR 173.50	Forbidden	See Table 1A for specific UN/NA Numbers. Exception: Division 1.3 fireworks, Division 1.1, 1.2 – military by shipment
Explosives (Division 1.1, 1.2, 1.3, 1.4, 1.5 or 1.6) see 49 CFR 173.50 destined to Savannah, GA.	Forbidden	
Medical wastes/Infectious Substances (Division 6.2)	Forbidden	UN 2814, UN 2900, UN 3291
Poison/Toxic Inhalation Hazards (PIHs/TIHs) in Hazard Zones A, B, C and D (See 49 CFR 173.115 and 173.116, 49 CFR 173.132 and 173.133)	Forbidden	See Table 1A for specific UN/NA Numbers.
Temperature Controlled Organic Peroxides (Division 5.2)	Forbidden	UN 3111 thru UN 3120
Class 7 Radioactive Materials (excluding LSA material in UN 2908 thru UN 2913)	Forbidden	See Table 1A for specific UN/NA Numbers.
Division 4.2 spontaneously combustible, UN 1384, STCC 4916179	Forbidden	See Table 1A for Specific UN/NA Numbers.

Table 1A: Forbidden Hazardous Commodities Listed by UN/NA Number

Forbidden UN/NA Numbers–Explosive 1.1, 1.2, and 1.3 (except fireworks)

NA 0124	UN 0106	UN 0224	UN 0327	UN 0418
NA 0473	UN 0107	UN 0225	UN 0328	UN 0419
NA 9042	UN 0113	UN 0226	UN 0329	UN 0420
NA 9052	UN 0114	UN 0234	UN 0330	UN 0421
UN 0004	UN 0118	UN 0236	UN 0333	UN 0424
UN 0005	UN 0121	UN 0238	UN 0334	UN 0426
UN 0006	UN 0124	UN 0240	UN 0340	UN 0428
UN 0007	UN 0129	UN 0241	UN 0341	UN 0429
UN 0009	UN 0130	UN 0242	UN 0342	UN 0430
UN 0010	UN 0132	UN 0243	UN 0343	UN 0433
UN 0015	UN 0135	UN 0244	UN 0346	UN 0434
UN 0016	UN 0136	UN 0245	UN 0354	UN 0436
UN 0018	UN 0137	UN 0246	UN 0355	UN 0437
UN 0019	UN 0138	UN 0247	UN 0356	UN 0439
UN 0020	UN 0143	UN 0248	UN 0357	UN 0442
UN 0021	UN 0144	UN 0249	UN 0358	UN 0443
UN 0027	UN 0146	UN 0250	UN 0359	UN 0447
UN 0028	UN 0147	UN 0254	UN 0360	UN 0449
UN 0029	UN 0150	UN 0266	UN 0364	UN 0451
UN 0030	UN 0151	UN 0268	UN 0369	UN 0457
UN 0033	UN 0153	UN 0271	UN 0372	UN 0458
UN 0034	UN 0154	UN 0272	UN 0374	UN 0461
UN 0035	UN 0155	UN 0275	UN 0375	UN 0462
UN 0037	UN 0160	UN 0277	UN 0377	UN 0463
UN 0038	UN 0161	UN 0279	UN 0380	UN 0464
UN 0039	UN 0167	UN 0280	UN 0381	UN 0465
UN 0042	UN 0168	UN 0281	UN 0382	UN 0466
UN 0043	UN 0169	UN 0282	UN 0385	UN 0467
UN 0048	UN 0171	UN 0283	UN 0386	UN 0468
UN 0049	UN 0180	UN 0284	UN 0387	UN 0469
UN 0050	UN 0181	UN 0285	UN 0388	UN 0470
UN 0054	UN 0182	UN 0286	UN 0389	UN 0473
UN 0056	UN 0183	UN 0287	UN 0390	UN 0474
UN 0059	UN 0186	UN 0288	UN 0391	UN 0475
UN 0060	UN 0192	UN 0290	UN 0392	UN 0476
UN 0065	UN 0194	UN 0291	UN 0393	UN 0477
UN 0072	UN 0195	UN 0292	UN 0394	UN 0478
UN 0073	UN 0196	UN 0293	UN 0395	UN 0483
UN 0074	UN 0204	UN 0294	UN 0396	UN 0484

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UN 0075	UN 0208	UN 0295	UN 0397	UN 0487
UN 0076	UN 0209	UN 0296	UN 0398	UN 0488
UN 0077	UN 0212	UN 0299	UN 0399	UN 0489
UN 0078	UN 0213	UN 0305	UN 0400	UN 0490
UN 0081	UN 0214	UN 0313	UN 0401	UN 0492
UN 0082	UN 0215	UN 0314	UN 0402	UN 0495
UN 0083	UN 0216	UN 0315	UN 0406	UN 0496
UN 0084	UN 0217	UN 0316	UN 0408	UN 0497
UN 0092	UN 0218	UN 0318	UN 0409	UN 0498
UN 0093	UN 0219	UN 0319	UN 0411	UN 0499
UN 0094	UN 0220	UN 0321	UN 0413	
UN 0099	UN 0221	UN 0322	UN 0414	
UN 0101	UN 0222	UN 0324	UN 0415	
UN 0102	UN 0223	UN 0326	UN 0417	

Forbidden UN/NA Numbers–Poison/Toxic Inhalation (PIH/TIH) Hazard Zones A, B, C, D

NA 1556	UN 1182	UN 1838	UN 2481	UN 3307
NA 1955	UN 1185	UN 1859	UN 2482	UN 3308
NA 1967	UN 1238	UN 1892	UN 2483	UN 3309
NA 2742	UN 1239	UN 1911	UN 2484	UN 3310
NA 2845	UN 1244	UN 1953	UN 2485	UN 3318
NA 2927	UN 1251	UN 1955	UN 2486	UN 3355
NA 9035	UN 1259	UN 1967	UN 2487	UN 3381
NA 9202	UN 1380	UN 1975	UN 2488	UN 3382
NA 9206	UN 1510	UN 1994	UN 2521	UN 3383
NA 9263	UN 1541	UN 2032	UN 2534	UN 3384
NA 9264	UN 1560	UN 2186	UN 2548	UN 3385
NA 9269	UN 1569	UN 2188	UN 2600	UN 3386
UN 1005	UN 1580	UN 2189	UN 2605	UN 3387
UN 1008	UN 1581	UN 2190	UN 2606	UN 3388
UN 1016	UN 1582	UN 2191	UN 2644	UN 3389
UN 1017	UN 1589	UN 2192	UN 2646	UN 3390
UN 1023	UN 1595	UN 2194	UN 2668	UN 3489
UN 1026	UN 1605	UN 2195	UN 2676	UN 3490
UN 1040	UN 1612	UN 2196	UN 2692	UN 3491
UN 1045	UN 1613	UN 2197	UN 2740	UN 3492
UN 1048	UN 1647	UN 2198	UN 2743	UN 3512
UN 1050	UN 1660	UN 2199	UN 2826	UN 3514
UN 1051	UN 1670	UN 2202	UN 2901	UN 3515
UN 1052	UN 1672	UN 2204	UN 3023	UN 3516
UN 1053	UN 1695	UN 2232	UN 3057	UN 3517

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UN 1062	UN 1722	UN 2334	UN 3079	UN 3518
UN 1064	UN 1741	UN 2337	UN 3083	UN 3519
UN 1067	UN 1744	UN 2382	UN 3160	UN 3520
UN 1069	UN 1745	UN 2407	UN 3162	UN 3521
UN 1071	UN 1746	UN 2417	UN 3168	UN 3522
UN 1076	UN 1749	UN 2418	UN 3169	UN 3523
UN 1079	UN 1752	UN 2420	UN 3246	UN 3524
UN 1082	UN 1754	UN 2421	UN 3294	UN 3525
UN 1092	UN 1809	UN 2438	UN 3300	UN 3526
UN 1098	UN 1810	UN 2442	UN 3303	
UN 1135	UN 1829	UN 2474	UN 3304	
UN 1143	UN 1831	UN 2477	UN 3305	
UN 1163	UN 1834	UN 2480	UN 3306	

Forbidden UN/NA Numbers – Class 7 Radioactive

UN 2915	UN 2975	UN 2980	UN 3327	UN 3333
UN 2916	UN 2976	UN 2981	UN 3328	
UN 2917	UN 2977	UN 2982	UN 3329	
UN 2918	UN 2978	UN 3321	UN 3331	
UN 2974	UN 2979	UN 3322	UN 3332	

Forbidden UN/NA Numbers – Asbestos

UN 2212	UN 2590	NA 2212		
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Forbidden UN/NA Numbers – “Sodium Dithionite” or “Sodium Hydrosulfite”

UN 1384				
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Forbidden UN/NA Numbers – “Sodium Cyanide” or “Potassium Cyanide”

UN 1689	UN 1680			
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Table 2: Restricted Hazardous Material Commodities

Table Description	The following table lists Restricted Hazardous Material Commodities accepted for shipment when all DOT/AAR shipping requirements and any additional requirements outlined in this section have been met.
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Commodity	Policy	Restriction(s)
Hazardous wastes, as defined in 40 CFR 261 or by state hazardous waste regulations, state designated special wastes, and certain solid materials, such as PCB containing materials.	Restricted	<ul style="list-style-type: none"> • Prior written authorization and approval for such shipments must be granted by Group Vice President – Intermodal Operations. Please contact your NS Market Manager for further assistance and approval processing, Norfolk Southern Corporation, 3 Commercial Place, Norfolk, VA 23510. • Requires separate contract (terms of carriage and conditions) or an NS authorization permit (shipment conditions including, but not limited to, indemnification of railroad. • Rates must be negotiated prior to acceptance by NS carriers.

Table 3: Forbidden Non-Hazardous Commodities

Table Description	The following table lists Forbidden Non-Hazardous Commodities never accepted for shipment by NS and its railroad subsidiaries.
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Commodity	Policy	Restriction(s)
Crushed automobile hulks	Forbidden	
Bank bills, coins or currency; deeds, drafts, notes, or valuable papers of any kind; antiques, or other related or unrelated old, rare, or precious articles of extraordinary value.	Forbidden	
Jewelry, other than costume or novelty	Forbidden	
Long or bulky items that cannot be loaded in or on trailers without overhang	Forbidden	
Livestock	Forbidden	
Postage stamps, or letters and packets of letters with or without postage stamps affixed	Forbidden	
Precious metals or articles manufactured there from	Forbidden	
Precious stones	Forbidden	
Railway wheels, pre-assembled with axle	Forbidden	
Revenue stamps	Forbidden	
United States Postal Service Mail of any class	Forbidden	

Table 4: Restricted Non-Hazardous Commodities

Table Description	The following table lists Restricted Non-Hazardous Commodities accepted for shipment when all DOT/AAR shipping requirements and any additional requirements outlined in this section have been met.
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Commodity	Policy	Restriction(s)
Air-flight training aids, devices, or electronics	Restricted	Will be accepted only if the specific applicable rate is established and in effect.
Ammunition	Restricted	<ul style="list-style-type: none"> • Must be billed in accordance with applicable provisions of the Hazardous Materials Transportation Act and comply with all regulations of (Title) 49 CFR. • Shipments shall be protected at shipper's expense by applying a high quality cable seal or bolt to the door hasp. The seal must be recorded on the shipping instructions.
Asphalt (asphaltum) natural or asphalt compounds, by-products or petroleum	Restricted	<ul style="list-style-type: none"> • May be shipped only if loaded in shipper-furnished equipment.
Batteries: Scrap, electric storage, old, or spent containing acid or other chemicals and having value only for reclamation or material	Restricted	<ul style="list-style-type: none"> • Only lead-acid batteries will be shipped - No lithium Ion, Nickel Metal Hydride, or Alkaline Industrial batteries. No other hazardous materials may be packaged with used batteries in the same container. • Will be accepted only if specific applicable rate is established and in effect. Shipper must provide written (electronic is permissible) acceptance of rate terms, which will provide, among other things, that NS and any other rail carrier participating in any movement shall have zero liability for any loss or damage to lading.
Bulk bakery product waste	Restricted	<ul style="list-style-type: none"> • May be shipped only if loaded in shipper-furnished equipment.
Bulk commodities or products	Restricted	<ul style="list-style-type: none"> • See Dry Bulk Commodities.
Calcium Carbide UN1402	Restricted	<ul style="list-style-type: none"> • Applicable only under special agreement with Letter of Indemnification and approved load plan (Method B-3 of Intermodal Loading Guide). Please contact your NS Market Manager for further assistance.
Carbon Black	Restricted	<ul style="list-style-type: none"> • May be shipped only if loaded in shipper-furnished equipment.
Christmas Trees	Restricted	<ul style="list-style-type: none"> • NS will not be liable for any deterioration or damage of lading, nor will NS be liable for

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		<p>market decline or other deterioration resulting from delay. Further, NS will not be liable for any lading deterioration due to the door or vent position (open or closed), nor will NS be responsible for monitoring the door or vent position while the unit is in the rail carrier's possession. NS will not be liable for lading damage or deterioration due to doors or vents that admit (or do not admit) rain, dirt, snow, heat, cold, air circulation, etc.</p>
Cigarettes	Restricted	<ul style="list-style-type: none"> • May only be shipped in units lined with 2 millimeter thick waterproof liners encapsulating the entire load for protection. • Lining of the vehicles is the shipper's sole responsibility. • NS will not be liable for damage to the liner or lading damaged due to the condition of the liner. • Shipper responsible for disposal of liner.
<p>Coiled Metal Products: This includes, but is not limited to, all coil, plate, roll, spool, wire rope, or reel metal products.</p> <p>This restriction does not apply to fiber-optic cable, electrical cable or similar commodities on reels and spools; however, NS Damage Prevention should be contacted regarding proper bracing techniques for these commodities.</p> <p>© Amended 6/10/02 (added wire rope to be included in the definition of Coiled Metal Products)</p>	Restricted	<p>Coiled Metal Products in excess of 24,000 lbs. per coil will not be accepted for Intermodal shipment on the Norfolk Southern. A special price authority for all restricted Coiled Metal Products must be established and provided to NS on the shipping instructions.</p> <p>RESTRICTIONS FOR ALL COILED METAL PRODUCTS, REGARDLESS OF WEIGHT PER COIL:</p> <ul style="list-style-type: none"> • Must be identified on shipping instructions as "Coiled Metal Products" with appropriate coiled metal STCC. If you have questions regarding the appropriate STCC to use, please contact our Pricing Desk at 757-533-4936 or imprice@nscorp.com. • Failure to properly identify coiled metal shipments may result in application of the charges in Section 6.6.2 of the Rules Circular for failure to correctly identify a restricted commodity. <p>An NS Damage Prevention representative must approve the loading pattern to be used before the shipment is tendered to NS. To request this approval, please contact a NS Damage Prevention representative at 1-800-742-6313, send a fax to</p>

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		404-582-5363, or send an email to. tncscdamprevfieldstaff@exchange.nscorp.com .
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Coiled Metal Products (Cont.)		<ul style="list-style-type: none"> ▪ Unless special loading, bracing, and blocking for a particular shipment is approved in advanced and in writing by an authorized NS Damage Prevention representative, all loading, bracing, and blocking must comply with all applicable AAR rules, circulars, pamphlets and/or general information series publications and with all applicable NS loading pamphlets, diagrams, manuals, publications, and/or procedures. ▪ NS has the right to inspect, weigh and reject shipments at origin for not complying with any applicable loading requirements. • Shipments of Coiled Metal Products must be loaded as single coils, and cannot be stacked or loaded in a manner that produces additional concentrated weight on the floor of the vehicle. • Maximum gross weight (including cargo, equipment, and chassis) must not exceed 65,000 lbs. • Additionally, cargo weight must not exceed the equipment manufacturer’s specifications. • Equipment must be not more than ten (10) years old. • No more than 25,000 lbs. may be loaded in any 10 linear feet, and this weight must be evenly distributed on the equipment floor such that the weight is distributed over the entire floor surface such that the weight does not exceed 300 lbs. per square foot. • Shipper will be responsible for any and all damages, costs, or liabilities caused by improper loading of equipment or the use of defective or inappropriate equipment for shipment.
Coiled Metal Products (Cont.)		<ul style="list-style-type: none"> • NS will not be held liable for any cost incurred to block and brace shipments for safe rail movement. • Shipper certifies that equipment used for shipment of Coiled Metal Products is in

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		<p>suitable condition to carry concentrated weights with no visible defects to primary components, specifically: floor cross-members, flooring, bottom rails and tunnel section.</p> <ul style="list-style-type: none"> • These components cannot have visible cracks, broken welds, or any other deterioration (rust, corrosion, bending) that could result in the failure of the component. <p>ADDITIONAL RESTRICTIONS FOR COILS IN EXCESS OF 3,500 POUNDS PER COIL:</p> <ul style="list-style-type: none"> • Coiled metal products in excess of 3,500 lbs. per coil must move using containers or flat racks. All shipments of coiled metal products in excess of 3,500 lbs. per coil in trailers are expressly forbidden on NS. • Shippers must have on file with NS a Coiled Metal Products Letter of Agreement before they can ship coiled metal products with a total weight in excess of 3,500 lbs. Per coil. Please contact your Local NS Account Manager to obtain a copy of our Coiled Metal Products Letter of Agreement. <p>ADDITIONAL RESTRICTIONS FOR COILS IN EXCESS OF 5,000 POUNDS PER COIL:</p> <ul style="list-style-type: none"> • Coiled Metal Products in excess of 5,000 lbs. per coil must be loaded on a Load and Roll Pallet (LRP), sled, or similar type of weight distribution system that distributes the weight over the entire floor surface. • Coiled Metal Products in excess of 24,000 lbs. per coil will not be accepted for Intermodal shipment on the Norfolk Southern.
Creosote or creosoted materials	Restricted	May be shipped only if loaded in shipper-furnished equipment.
Dimensional, high/wide or oversized loads.	Restricted	Subject to prior approval. See Section 5.6 for details.
Dry Bulk commodities	Restricted	<ul style="list-style-type: none"> • May be loaded in private equipment only. • Lading must be loaded in plastic liner bags of at least 2 mil thickness. • Shipper furnishes and installs the plastic liner bag at Shipper's expense. • Consignee removed the empty liner bag after unloading. • NS assumes no liability for breakage of the liner bag or damage caused by breakage of the liner bag.

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		<ul style="list-style-type: none"> • NS assumes no responsibility for the return movement of the empty liner bag after the initial loaded movement.
Firearms	Restricted	<ul style="list-style-type: none"> • Shipment must be protected at shipper's expense by applying a high quality cable seal or bolt seal to the door hasp. • NS does not require and shall not accept any containers or packages containing firearms which state the contents as firearms on the outside of any such package.
Fish scrap or meal	Restricted	May be shipped only if loaded in shipper-furnished equipment.
Flexitanks/Bladders Systems	Restricted	<p>All shippers must contact NS Loading and Securement Solutions for approval. (nslss@exchange.nscorp.com) or 800-742-6313.</p> <p>NS's direct customer must sign a letter of indemnification. Contact your NS Market Manager for further assistance.</p> <p>Bladder system must be from one of the pre-approved manufacturers:</p> <p>MY FlexiTank Trans Ocean Distribution Braid America Environmental Packaging Technologies (EPT) PACTEC Mark & Williams (M&W) Odyssey Logistics & Technology Corporation Qingdao LAF</p> <p>Shipper is responsible for using private equipment, 20' steel containers, not greater than ten (10) years old, in suitable condition to carry concentrated weights, with no visible defects, and meets or exceeds AAR M—930 or M-931 specifications. Shipper must ensure the equipment's interior is free of any objects, materials, or defects that could cause bladder to leak or rupture, regardless of cause.</p> <p>40' and 53' private steel containers, meeting conditions described above, can only use EPT and M&W specially designed bags for 40' and 53' containers.</p>

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		<p>Only non-hazardous liquids will be accepted with NS reserving the right to limit accepted commodities. Under no circumstances will the shipper tender or will NS knowingly accept any hazardous materials, substance, waste or environmentally harmful commodities in bulk bladders.</p> <p>All bladder systems are single use and CANNOT be reused.</p> <p>Doors of the container must be locked with a bolt seal.</p> <p>All four sides of the container must have “non-hazardous Bladder” placards with the doors having a special warning decal indicating that only one door should be opened at a time.</p> <p>Shipper must provide the following information on the shipping instructions:</p> <ul style="list-style-type: none"> • NS customer • Beneficial Owner • Special NSPQ number: Contact your NS Market Manager for further assistance • Specific commodity description/STCC (FAK will not be accepted) • Commodity description should note “Bladder/Flexi-Tank” • 24 hour contact number/spill contact information.
Fresh fruits and vegetables(see Refrigerated Shipment)	Restricted	<p>May be shipped only if loaded in shipper-furnished equipment.</p> <p>Fruit juices, including frozen or semi-frozen concentrates (see Refrigerated Shipment)</p>
Guidance systems or electronic guidance control apparatus for installation in missiles or in missile sections	Restricted	<p>Will be accepted only if the specific applicable rate is established and in effect.</p>
Hides, pelts, skins, or any other animal products with contaminating odor. Also, Animals or carcasses	Restricted	<p>May be shipped only if loaded in shipper-furnished equipment.</p>

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Household Goods or Personal Goods	Restricted	Accepted subject to a release value not to exceed 10 cents per pound.
Liquid bulk commodities in bladders, plastic liners, or the equivalent	Restricted	Applicable only under special agreement. See Flexi-Tank/Bladder systems.
Logs of any shape or size	Restricted	<ul style="list-style-type: none"> • Must be loaded in containers of steel construction. • Shipper must load logs lengthwise in the container with larger logs on the bottom of the container in the lower layer to provide lateral support, to prevent logs from moving laterally. • Shipper must furnish and install at Shipper's expense bracing secured to the container floor consisting of a minimum of one 2" by 6" board at the rear of the container, and, if the container is loaded in two sections, at the midpoint of the container. • Carrier assumes no responsibility or liability for load adjustment, load transfer, or damage to the container or lading from load shift.
Military communications outfits, telegraph, telephone, teletype or related radio equipment	Restricted	Accepted only under a military bill of lading.
Missile/rocket electronic apparatus, frame assemblies, or guidance systems	Restricted	Accepted only under a military bill of lading.
Motor Vehicles	Restricted	<ul style="list-style-type: none"> • New passenger motor vehicles will not be accepted for Intermodal service. • Motor vehicles of any kind, including Gliders (autos that are finished except for the engine, drive train and/or battery, such as an electric automobile), Bobcats, forklifts, excavators, etc., will not be accepted unless individually crated and/or properly blocked and braced for rail transportation. Blocking and bracing must include wheel chocks on all wheels as well as longitudinal and lateral floor blocking. Concentrated weights must be properly addressed so the weight is dispersed enough to reduce the weight to less than 2,500 pounds per linear foot and 25,000 pounds per 10 linear feet.

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		<ul style="list-style-type: none"> • In the event a Shipper, or a third party IMC (on behalf of its customer) desires to ship any of the above listed motor/motorized vehicles over the lines of NS, the Shipper and/or its IMC must first contact its NS business representative to determine if NS is willing to accept the Restricted Articles for transportation over its lines. If NS agrees to ship the Restricted Articles a confidential rail transportation contract/rate quote containing an accurate description of the Restricted Article including the correct STCC No., liability terms indemnifying the railroad from and against liability arising out of the transportation of motor vehicles, as well as any unique conditions regarding blocking, bracing, concentrated weight restrictions, etc. for rail transportation in a Container or Trailer must be agreed upon before the Restricted Article shipment is tendered to NS.
Motor vehicles – passenger	Restricted	<ul style="list-style-type: none"> • Shipper agrees to indemnify, defend and hold the Carrier harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits, expenses / costs including, yet not limited to reasonable attorney fees, relating to death or personal injuries, property damage, environmental contamination, violation of local, state, federal statutes or regulation or freight loss / damages resulting from or arising out of the transportation of used machinery / equipment. • Carrier will not be held liable for any losses; direct, indirect, special, consequential or punitive, that result from delay or an interruption of rail services, nor does the Carrier guarantee rail services on any schedules, published, projected or implied. • Shipper agrees to transport all shipments in closed, locked and secured trailers and / or containers. Shipper further agrees all items must be blocked and braced to prevent any

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		<p>longitudinal or lateral movement within the container.</p> <ul style="list-style-type: none"> • Shipper acknowledges that the Carrier makes no representations as to the suitability of the above mentioned cargo for rail transportation, the Shipper further acknowledges that there are significant differences in the forces exerted on the cargo in rail transportation that may require additional packing measures for the cargo to move safely. • Shipper will be required to sign Letter of Agreement acknowledging the above.
Motor Vehicle Parts	Restricted	<p>New motor vehicle parts to be used in the production of new motor vehicles may only be shipped on NS if either the cargo origin or destination is located outside of the United States, Mexico, or Canada.</p> <p>Shipments of new motor vehicle parts where the cargo origin and destination is located within the United States, Mexico or Canada must be approved by NS, and may only move under the authorization of a special commodity quote issued to a specific Rail Services Buyer for new motor vehicle parts moving from a specific origin to a specific destination.</p>
Railway wheels, not attached to an axle	Restricted	Subject to approved load plan by NS Damage Prevention.
Refrigerated Shipment: trailers or containers containing freight requiring protective service against heat	Restricted	<ul style="list-style-type: none"> • May be shipped only if loaded in shipper furnished equipment. • NS assumes no responsibility for providing such protective services • NS shall not assume any liability for the deterioration of the freight due to failure of the equipment, except where NS has established rates provided for such services.
Scrap metals, loose	Restricted	<ul style="list-style-type: none"> • Lading must be in packages, bales, or bundles as provided in UFC. • Loose or shredded scrap may be shipped only if loaded in shipper furnished equipment according to Method G-2 as found in the <i>AAR Intermodal Loading Guide for Products in Closed Trailers and Containers</i>.

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Shellfish (such as clam, mussel, or oyster) in bulk or raw state	Restricted	May be shipped only if loaded in shipper-furnished equipment.
Tank Containers	Restricted	Unless otherwise provided, rate authority NSPQ 50227 must be used and provided to NS on the shipping instructions.
Temperature sensitive articles requiring protection from heat or cold	Restricted	<ul style="list-style-type: none"> • May be shipped only if loaded in shipper furnished equipment. • NS assumes no responsibility for providing such protective services • NS shall not assume any liability for the deterioration of the freight due to failure of the equipment, except where NS has established rates provided for such services.
Vehicle components (including loose or baled scrap metal) that leak oil and grease including, but not limited to, axles, differentials, engine blocks and transmissions	Restricted	<ul style="list-style-type: none"> • May be shipped only if loaded in shipper-furnished equipment. • All liquid materials (including but not limited to oil and gasoline) must be removed prior to shipping. • Any clean up resulting from leaks from the equipment will be the shipper's responsibility. • Shipper agrees to indemnify, defend and hold the Carrier harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits, expenses / costs including, yet not limited to reasonable attorney fees, relating to death or personal injuries, property damage, environmental contamination, violation of local, state, federal statutes or regulation or freight loss / damages resulting from or arising out of the transportation of vehicle components.
Waste Materials, non-hazardous (Title 40, Code of Federal Regulations)	Restricted	Prior approval required. Will be accepted only if the specific applicable rate is established and in effect.

Appendix C

Revisions to the Rules Circular

Effective Date	Section	Description
8/15/2000	Appendix B	Updated cigarettes, coiled metal products, dry bulk commodities, logs, and motor vehicles
8/15/2000	8.3	Revised Standard Liability Provisions and Restrictions
8/15/2000	7	Free Time and Storage Charges revised to include changes for Delray, MI and Ameriport, PA
8/15/2000	5.5.1	Marine Shipments Facility Limitations revised to include drayage charges for NS performed drayage between Baltimore and Baltimore Piers, MD.
8/15/2000	4.6.1	Revised Equipment Without Chassis Charges Policy
8/15/2000	3.3.2	Revised Hazardous Commodities: Failure to identify hazardous commodities
8/15/2000	5.8.1	Revised Rule Violation Liability
8/15/2000	6; 9.4	Removed collect shipment references throughout the Rules Circular, mostly Section 6. Revised 9.4 Acceptable Methods of Payment
8/15/2000	4	Expanded Equipment section to include NACS program equipment and BNSF domestic containers
8/15/2000	5.6.4	Revised NS Performed Drayage on Oversize/Overweight Containers
8/18/2000	7.5.1	Deleted Baltimore, MD and Croxton, NJ Terminals from Exception to Standard Terms List
8/21/2000	7.6	Added destination storage free time for Miami chassis (7.6.1) and detention charges for Miami chassis (7.6.2)
9/15/2000	7.4.4	Added standard storage charge rule for equipment after twenty (20) days
11/08/2000	5.9.1	Added Fuel Surcharge and Special Assessments section.
11/08/2000	Appendix B	Added carbon black to restricted commodities.
05/14/2001	Appendix B	Revised Coiled Metal restriction.
05/14/2001	8.3.3	Increased minimum claim amount to \$250.
05/14/2001	8.7.3	Increased minimum claim to be reported to \$250.
08/07/2001	2.4	Updated list of NS terminals.
08/07/2001	7	Updated Free Time and Storage rules. Renumbered items 7.6 through 7.9 as items 7.5.2 through 7.5.6, and renumbered item 7.10 to 7.6.
08/10/2001	Appendix B	Appendix B released with 08/07/2001 update was out of date – updates through most recent changes.

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Revisions to the Rules Circular (continued)

12/13/2001	8	Revisions made to Section 8 on 05/14/2001 were inadvertently omitted from 08/07/2001 update.
12/13/2001	9.4	Revised Acceptable Methods of Payment effective 01/01/2001.
05/01/02	7.6	Added St. Louis to the list of private terminals, and amended term to include accessorial charges beyond storage.
05/01/02	9.4.1	Amended to clarify that terminal charges of \$1,000 or more must be paid by certified funds such as cashier's check, certified check, money order, credit card or cash.
6/10/02	7.7	Added provision for abandoned equipment.
6/10/02	3.3.7	Hazardous Placards Requirements
7/1/02	4.4	Updated to include current information for NACS Equipment.
7/25/02	3.1.3	Updated Overview of Restricted and Forbidden Commodities
7/25/02	Appendix B	Updated Overview of Restricted and Forbidden Commodities
12/5/02	6.7.4	New – Covers Change of Billing for units originating at Norfolk and Baltimore ports facilities
2/13/03	Section 8.3.3	Re-added Portions of Liability Section that were inadvertently excluded on an earlier version.
5/15/03	Section 8.4	Updated Carmack Liability provisions to require rates to be negotiated.
5/15/03	Section 8.8	Added section covering shipments moving to/from Mexico.
6/15/03	Section 7.6	Add Toledo, OH to the list of terminals.
8/4/03	Section 4.6.1	Update Failure to Provide Chassis Section for clarification.
10/1/03	Section 9.2	Update General Payment Information, add 9.2.7 Finance Charge
6/15/04	Section 2.4	Update to Intermodal terminal addresses and phone numbers.
6/15/04	Section 2.5.1	Add to the List of Publications which must be observed when moving TOFC/COFC shipments on NS.
6/15/04	Section 2.5.3	Add Force Majeure clause
6/15/04	Section 4.2.6	Add Equipment Rejections Rights Clause
6/15/04	Section 4.8	Add Excess Chassis Charge Provision
6/15/04	Section 8.7.3	Update the requirements for notifying the destination railroad regarding damage claims.
8/15/04	Section 7	Re-write and reduce Free Time for Private Containers
8/25/04	Section 7.6	Added Detroit (Livernois) to the list of private terminals.
10/8/04	Section 7.1.3	Updated Baltimore Free Time Provisions for Private Containers.
12/3/04	Section 4.4	Update EMP and NACS contact information.
1/19/05	Section 7.1.3	Updated Louisville Free Time Provisions for Private Containers.
2/25/05	Appendix B	Added Division 4.2 spontaneously combustible, UN 1384, STCC 4916179 to the list of Forbidden commodities.
2/25/05	Section 7.1.2	Updated Free Time for In Bond shipments.
6/1/05	Appendix B	Included PIH Zones B, C and D in Forbidden Commodities Section
8/1/05	Section 7.1.2	Updated Free Time to Reflect 1 or 3 policy for local domestic equipment into Bethlehem.

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9/15/05	Section 7.1.2	Updated Free Time to Reflect 1 or 3 policy for local domestic equipment into other terminals.
May 15, 2006	Section 7.1.2	Updated Free Time to reflect 1 or 3 policy for local domestic equipment into NS terminal, except those listed in Section 7.3.
May 15, 2006	Section 7.5	Effective June 1, 2006: changes to the Abandoned Equipment Policy.
May 15, 2006	Sections 6.2.3, 6.3.1, 6.7.1, 6.8.1, 7.1.1	Changes to issues relating to Billing.
March 28, 2007	Section 5.6.4	Updated for clarification.
June 8, 2007	Section 8.3.3	Item L restored.
9/1/07	Section 4.2.5	Changes to maximum weight allowed.
1/1/2008	Section 7.4	Adding Pittsburgh, PA to list of private terminals
1/16/2008	Section 3.2.5	Updated for clarification
1/16/2008	Section 6.4.1	Updated for clarification
7/7/08	Appendix B	Revised loose scrap metal restrictions
7/25/08	Section 7.4.1	Added Morrisville, PA and St. Louis, MO to list of Private Terminal. Baltimore, MD was added to the list of Private Terminals effective 5/31/07, but not noted in Appendix C.
8/1/08	Appendix B; Table 1A	UN 2810 removed from the Forbidden Commodities list, no longer applicable.
9/10/2008	Appendix B; Table 1A	UN2927, UN2929, UN3122, UN3123, UN3287, and UN3289 removed from the Forbidden Commodities list, no longer applicable
9/10/2008	Section 2.4.3 Section 7.3.1	Added Portsmouth APMT, VA and New York Container Terminal (NYCT), NY as terminals.
2/05/2009	Section 9.2.4	Added Bankruptcy or Insolvency language.
03/01/2011	Appendix B	Adding Liquid bulk commodities in bladders, plastic liners or the equivalent to restricted list.
03/01/2011	Section 9.4	Clarifying check acceptance policy.
09/04/2011	Section 7.4.1	Adding Kansas City
10/01/2011	Appendix B; Table 1A	Adding UN1402 Calcium Carbide to the forbidden commodities list.
1/1/2012	Section 7.4.1	Adding Buffalo
1/8/2012	Section 4.2	Changing 20' maximum weight to 52,900 lbs.
3/1/2012	Section 2.4	Update list of terminals
5/15/2012	Section 9.4	Clarifying cash and credit card acceptance policy
9/1/2012	Appendix B Table 4	Add Motor Vehicle Parts to restricted list
9/15/2012	Appendix B; Table 1A	Remove UN1402 Calcium Carbide from forbidden commodities list and added to restricted commodities list.
3/01/2013	Section 4.4	Added TMX and removed NACS

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5/1/2013	Section 3.5.1	Added \$2,500 rail car handling charge
5/1/2013	Appendix B: Table 4	Amended Coiled Metal Products to allow up to 24,000 lbs. with approval.
7/1/2013	Section 8.7.3	Conrail as private switching carrier and disclaimer of damages.
7/1/2013	Section 8.7.4	New number. Formerly 8.7.3
7/1/2013	Appendix B	Adding railway wheels, not attached to an axle
8/15/2013	Appendix B	Amend Flexitank rules
8/15/2013	Section 6.2.3	Added deliver by date as required field on domestic shipments
11/5/2013	Section 5.8.2	Adding Non-Haz handling charge
03/01/2014	Section 6.3.5, 7.2.2, 9.3.1	Designate Shipper of Record as payer of storage on all railroad owned or controlled EMP and TMXU units.
5/27/2014	Section 2.4.2, 2.4.3	Terminal updates
7/21/2014	Section 7.2.2	Adding exception to responsibility of accessorial charges if shipper of record does not have credit with NS on railroad owned or controlled units received in interchange from another rail line.
1/1/2015	Section 8.3	Adding security seal language in section o.
4/20/2015	Section 7	Update free time and storage rules
4/1/2016	Appendix B	Move used batteries from forbidden to restricted
4/1/2016	Sections 7.1.2, 7.1.3, 9.3.1	Update domestic equipment free time and storage rules and collection of storage charges
6/25/16	Sections 4.6.1, 8.3, 8.5.1, 8.7.1, 8.7.3, 8.7.6, 9.2.6,	Amended wording
8/1/2016	7.1.2	Amend International Storage rules
10/1/2016	Appendix B Table 1A	Adding UN3512, UN3514 thru UN3526
4/1/2017	Appendix B Table 1A	Adding UN3489, UN3490, UN3491 and UN3492
4/16/2018	Section 7.1.3 Section 2.4.3 Appendix B Tables 2 & 4	Update domestic equipment free time and storage rules Terminal update Update contact information to Steve Stasulis
5/9/2018	5.7.1	Amend 15 CFR to 21 CFR
9/4/2018	Section 2.4.3 Section 7.1.2	Terminal phone update. Update international equipment free time and storage rules
10/1/2018	Section 4.4	Updated to reflect Rez-1 name change to Blume Global. Updated to show new Blume contact info.
10/22/2018	Section 7.1.3	Update domestic equipment free time and storage rules at Cincinnati.
11/7/2018	Section 5.9.1	Clarified special assessment surcharge and added an example.

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12/3/2018	Section 5.5.3	Adding “Dry Run” charge at Baltimore Piers.
3/4/2019	Section 7.1.3	Update domestic equipment free time and storage rules at Chicago 63 rd Street and Landers.
4/18/2019	Appendix B Tables 2 & 4	Update contact information to NS Market Manager and NS Loading and Securement Solutions.
8/29/2019	Appendix B Table 4	Added pre-approved manufacturer to the Flexitanks/Bladder Systems list.
10/4/2019	Appendix B Table 4	Updated restrictions for firearms.
2/1/2020	Section 7.1.2 Appendix B Table 4	Updated Tier 1 International Terminals. Added pre-approved manufacturer to the Flexitanks/Bladder Systems list.
2/24/2020	Section 2.4 Section 4.2.3 Section 4.8 Section 9 Section 9	Removed Greencastle, PA, Memphis, TN, and Prichard, WV. Added requirement that equipment meets AAR standards. New section: requirements for equipment damage reporting. Renamed Section 9 Payment to Section 10 Payment. New Section: Damage to Private Intermodal Equipment.
07/01/2020	Section 7.2.1	Added GCT Bayonne, NJ
07/01/2020	Section 3.1.3	Corrected verbiage “its”
07/01/2020	Appendix B Table 4	Added verbiage “New” to Motor Vehicles restricted section
12/1/2020	Section 7.1.2	Updated International Storage Provisions
12/7/2020	Section 7.1.3	Updated Domestic Tier 1 Terminals
3/1/2021	Section 6.4.4	Updated International Heavy Container Fee
5/1/2021	Section 6.4.4	Updated International Heavyweight Container Fee, Lading Weight Definition & Lane Adjustments
5/15/2021	Section 7.1.2	Updated Free Time and Storage Fees