



## **TRADEPOINT RAIL (TPR) FREIGHT &**

### **DEMURRAGE TARIFF TPR 8600C**

**SWITCHING, DEMURRAGE AND OTHER  
CHARGES APPLYING AT ALL POINTS SERVED BY  
TRADEPOINT RAIL, LLC.**

**Effective May 1, 2022**

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TPR is part of the TradePoint Atlantic family of companies.

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**SECTION 1 GENERAL PROVISIONS****Item 100 Applicability and Interpretation**

By arranging for services with TPR, a Customer or a party acting under the direction of or on behalf of a Customer, authorizes and accepts all rules, requirements, terms, conditions and applicable charges contained in this tariff. In addition, any actions taken by a Customer or any other carrier that initiates, accepts deliver of, or affects a movement or supplemental service in TPR's network constitutes acceptance of the rules, requirements, terms, conditions and applicable charges contained in this tariff.

In the event of any conflict between the terms and conditions in this tariff and any written contract between TPR and a Customer, the terms and conditions in the written contract will take precedence. No person is authorized to enter into any oral contract on TPR's behalf.

TPR may rely on the actions and representations of Customer's agents.

This tariff supersedes and replaces all prior tariffs issued by TradePoint Rail, including tariffs FT BDR 8500, FT TPR 8600 and FT TPR 8600B.

**Item 110 References to Tariffs, Notes, Rules, Etc.**

This tariff incorporates (i) the non-conflicting provisions of TPR's other rules, as they may be promulgated from time to time; (ii) Uniform Freight Classification UFC 6000 series ("UFC"); (iii) Official Railway Equipment Register RER 6411 series; (iv) Bureau of Explosives rules BOE-6000; (v) Standard Transportation Commodity Code STCC 6001 series; (vi) the station condition requirements set forth in Tariff OPSL 6000-Series, to the extent applicable; and (vii) all other applicable statutes, regulations, AAR and other industry standards, requirements and procedures that would apply without being specifically listed.

**SECTION 2 PAYMENTS****Item 200 Calculation of Charges; General Payment Terms; Rebilling**

All charges are in US dollars. All charges are cumulative and may be assessed in any combination.

Except as otherwise set forth herein, all charges incurred hereunder shall be due within thirty (30) days after the date of TPR's invoice therefor. Any dispute related to any invoice shall be presented by Customer no later than thirty (30) days after Customer's receipt of the invoice in question.

Customers may be billed for charges due to the actions of the Customer or other railroads. TPR may rebill to the party responsible for the payment of charges.

**Item 210 Payment of Charges – Non-Credit Customers**

Customers who have not applied for and received credit approval with TPR, or who have had their credit suspended by TPR, must pay all charges and other applicable fees IN FULL (i) prior to TPR's acceptance of a Shipment at origin if Tendered 'prepaid or (ii) prior to placement of a Shipment at destination if Tendered 'collect.

TPR may transport or Tender Shipments for non-credit Customers prior to receipt of payment of charges as otherwise specified here. In those instances, all charges are due upon receipt of the associated bill or invoice. Customers that fail to pay by the date specified will be assessed late fees and finance charges.

**Item 220 Security Deposits**

A security deposit to ensure payment of any demurrage, storage and other charges that may accrue will be required from every Customer who:

1. Is not on TPR's credit list or
2. Fails to pay demurrage, storage and other charges after specific written demand. referring to this tariff provision.

The deposit must be paid in cash, certified check, cashier's check or money order before any freight car is delivered to such Customer for Loading or Unloading. A deposit on one unit of equipment will not be transferable to another.

The deposit will be refunded after payment has been received for demurrage, storage and other charges on the corresponding equipment, should such charges have been incurred. The Customer's request for such refund must be made in writing to the TPR, attention Managing Director. If no refund request is received by that designated office within thirty (30) days after the equipment is released, TPR will refund the remainder of the deposit to the Customer after deducting any unpaid demurrage, storage and other charges on that Shipment.

Deposits will no longer be required after the Customer either:

1. Is placed on TPR's credit list, or
2. Has paid all outstanding charges and has given assurance to the satisfaction of TPR's credit officer that future charges will be paid within credit period of 15 consecutive days from the date on the bill.

**Item 230 Credit Terms**

TPR may, in its sole discretion, offer credit agreements to qualifying Customers. TPR reserves the right to cancel any Customer's credit at its sole discretion.

**Item 240 Finance Charges, Late Fees and Collections**

TPR may assess a finance charge of 12% per year (or the maximum amount permitted by law) on charges that are not received by TPR when due and have not been disputed by Customer in writing and in good faith ("Undisputed Charges").

Late payments are subject to a 10% fee (or the maximum amount permitted by law) on the outstanding balance of any Undisputed Charges that are not received by TPR when due. The late fee is assessed in addition to the finance charge described above.

All expenses incurred by TPR to collect money owed, including, but not limited to, attorneys' fees, investigation and expert fees, and the costs of litigation shall be paid by the Customer. TPR reserves the right to suspend rail service until all late payments are resolved.

**Item 250 Right to Sell Abandoned, Refused or Unclaimed Property**

Freight that is abandoned by the Consignor and Consignee, refused by the Consignor and the Consignee, or unclaimed within fifteen (15) days after notice is issued to the Consignor and Consignee may be sold by TPR. The proceeds of any sale will be applied to the payment of all transportation and other lawful charges and expenses incurred by TPR and any balance will be paid to the owner of the freight sold by TPR.

**Item 260 No Set-Off**

Customers may not set off or otherwise withhold payment of any TPR charge due to any alleged overcharge, freight damage or other dispute with TPR

**Item 270 Change or Cancellation of Waybill / Bill of Lading**

Any corrections or cancellations or request for such services made by the Customer after the waybill / bill of lading has been received by TPR will be assessed a fee per railcar.....\$75.00

**Item 280 Car Ordering**

Car order requests must be made using the Tradepoint Rail Car Order Form which can be found in Item 830 Car Order Form. TPR will only accept Car Order Forms from Customers directly serviced by TPR, Car Order Forms will not be accepted from third parties. Car orders may be placed several weeks in advance and they may be modified. If car ordered is cancelled and the railcar has not been received, the Customer will be assessed a fee per railcar.....\$300.00

**SECTION 3 SWITCHING SERVICES****Item 300 Interchange/Reciprocal Switching**

Interchange switching means the movement of a loaded car from any location beyond the point of interchange with the TPR at Sparrows Point, MD to any location within TPR's switching limits. When the rates published herein are not absorbed by the connecting railroads as provided in the individual tariffs of these railroads, such rates will be in addition to line-haul rates applicable to point of interchange with the TradePoint Rail. Rates for interchange switching into or out of the switching limits of the TPR are unless otherwise specified under Item 310:

Non-placarded (Non-hazardous) .....	\$425.00
Articulated, 2 units (Non-hazardous) .....	\$850.00
Placarded (Hazardous).....	\$550.00
TIH/PIH Hazardous .....	\$945.00

**Item 310 Over-Dimensional Railcars**

Rates for any one or more of the following conditions must be on a case-by-case basis arranged with TPR prior to the shipment from or arrival to the TPR:

- a) Railcars that exceed maximum height of sixteen feet (16') above top of rail.
- b) Railcars that exceed maximum width of eleven feet and six inches (11'6")
- c) Railcars that exceed maximum length of seventy-five feet (75')

**Item 320 Intra-Plant Switching**

Intra-plant switching means the movement of a car from one location to another location within the confines of a single industry without leaving the tracks of the industry. Rates for intra-plant switching are:

Non-placarded (Non-hazardous) .....	\$265.00
Articulated, 2 units (Non-hazardous).....	\$530.00
Placarded (Hazardous).....	\$395.00
TIH/PIH Hazardous .....	\$785.00

**Item 330 Intra-Terminal Switching**

Intra-terminal switching is the movement (other than intra-plant switching) of a car from one location to another location within the switching limits of the TPR. Rates for intra-terminal switching are:

Non-placarded (Non-hazardous) .....	\$425.00
Articulated, 2 units (Non-hazardous).....	\$850.00
Placarded (Hazardous).....	\$550.00
TIH/PIH Hazardous .....	\$945.00

**SECTION 4 SPECIAL AND MISCELLANEOUS SERVICES****Item 400 Weighing**

For weighing or reweighing cars on TPR scales, an additional charge will be assessed each time car is weighed, loaded or empty ..... \$150.00

When cars are overweight for Shipment and TPR must switch loaded cars back to shipper for adjustment of loading, additional charges under Item 515 apply. Cars that must be reweighed will be assessed an additional weighing charge.

**Item 410 Sorting and Assembling**

For sorting, assembling and selectively sequencing empty or loaded cars by type of car, railroad markings or commodity, when not randomly placed, the following charge will apply in addition to charges described throughout this tariff..... \$160.00

**Item 420 Charge for Submitting Electronic Waybill / Bill of Lading**

For submitting electronic waybill / bill of lading (Non-hazardous) to the Class 1 railroad by a TPR agent, the Customer will be assessed a per car fee ..... \$50.00

**Item 430 Locomotives, Tenders, Cranes, Power Shovels & Power Derricks**

Movement of Locomotives, Locomotive Tenders, Locomotives and Tenders, Locomotive Cranes, Power Shovels and Power Derricks, Material Transfer Cars, Electric Pushers, on Their Own Wheels, Dead will be handled as an Intra-plant Switch (see Item 310) or Intra-terminal Switch (see Item 320).

Movement of Locomotives, Locomotives and Tenders, on Their Own Wheels, Under Their Own Power will be handled as an Intra-plant Switch (see Item 310) or Intra-terminal Switch (see Item 320).

A locomotive is considered to be a single unit or a combination of units operated under a single control.

**Item 440 Switch Maintenance Fee**

A switch maintenance fee of Four Thousand Dollars (\$4,000) per year will be assessed to all customers serviced by TPR. The fee will be waived for those customers who ship/receive a minimum of five (5) loaded railcars per calendar year. Charges will be assessed each January of the following year.



**SECTION 5 GENERAL SERVICE RULES****Item 500 First Placement Constitutes Delivery**

When cars are placed for Loading, Unloading or shipper storage upon side tracks, team tracks, leased tracks, warehouses, elevators, or other industries or locations served by the TPR, such placement shall constitute delivery of the Shipment. Any subsequent movement upon the TPR, by direction of Consignee, will be subject to switching charges.

The TPR surrenders control of the car once the locomotive is cut away and resumes control of the car when the locomotive couples to the car.

**Item 505 Interchange Error Movement**

Cars received in error or without forwarding instructions from the delivering carrier will be handled in accordance with AAR Car Service Rule 7, subject to a switching charge for returning car to delivering carrier or forwarding car to proper carrier within the same switching district, at the rates set forth in Item 300. Charge for this service will be assessed against the delivering carrier.

**Item 510 Cars Ordered and Not Used**

If an empty car is ordered and placed for Loading and the car is subsequently released back to the carrier without being used in transportation service, a switching charge will be assessed against the person, firm or corporation ordering such car ..... \$450.00

This charge will not apply if the car is rejected on account it is not suitable for Loading within twenty-four (24) hours of placement excluding Saturdays, Sundays, and Holidays.

In cases where the car is ordered for Loading or Unloading and the car has been received on TPR Track from a connecting carrier but is returned unused by order of the person, firm, or corporation originally ordering the car prior to placement, a demurrage charge for each day or fraction of a day the car is held on TPR Track will be assessed and payable by the person, firm, or corporation ordering such car as storage of cars on TPR Track.

**Item 515 Cars Loaded in Excess of Load Limits or Improperly Loaded**

When cars are found to be overloaded (car or rail limits) or found to be improperly loaded per AAR Specifications, a penalty charge will be assessed..... \$500.00

**Item 520 Improper Cars Furnished for Loading by Connecting Lines**

When a car ordered for Loading is refused on account of not being in proper condition to load, a charge per car will be assessed against the railroad furnishing the car ..... \$425.00

**Item 525 Reconsignment Within Switching Limits**

When a Reconsignment order is received by an authorized representative of TPR from Consignor, Consignee, or owner in time to permit instructions to be given to yard employees prior to placement, a Reconsignment charge will be assessed in the amount of ..... \$425.00

**Item 530 Long and Articulated Cars**

When because of track structure constraints not operationally compatible with cars over 68 feet in length, TPR switches one-car-at-a-time, a charge for each car will apply in addition to all other applicable charges..... \$160.00

When more than one car is required because of quantity or length of Shipment, each car shall be considered a separate Shipment and applicable switching charges will be assessed on each car in the Shipment. Idler cars, buffer cars, trailer cars, or partly loaded cars will be treated as loaded cars.

When Shipments are loaded in so-called articulated cars (two or more units permanently or temporarily joined together), switching and demurrage charges published in this tariff will apply separately to each unit of the articulated equipment.

When it is necessary to prepare cars for loads that require idlers or buffers by blocking draw bars, removing blank staffs, or otherwise specifically equipping such cars, the charge for this service will be assessed per each joint ..... \$265.00

**Item 535 Turning Cars**

When it is desired that cars be loaded or unloaded from a particular side or end of car, (i) the car must be marked with placards on both sides identifying the side from which loading or unloading shall occur, and (ii) notation shall be made on the shipping document substantially as follows:

**NOTICE TO CARRIER**  
**Deliver car from side or end specified by placard**

Charge for turning any car ..... \$425.00

**Item 540 Return of Cars**

Switching of a car, returned at the request of Customer's shipper, in return movement from a designated route to a point on TPR Track or private track will be handled as an Intra-terminal Switch (see Item 330).

**Item 545 Removal and Replacement of Cars After First Placement**

For removal and replacement of cars upon request of Consignor or Consignee, as applicable, will be assessed an additional charge for each car re-spotted or replaced as an Intra-plant Switch (see Item 320) or Intra-terminal Switch (see Item 330).

**Item 550 Shop Cars – Repaired or To Be Repaired**

Switching cars from TPR Track or Private Track to point of repair or designated hold tracks, or between designated hold tracks and point of repair, will be handled as an Intra-plant Switch (see Item 320) or Intra-terminal Switch (see Item 330), as the case may be.

**Item 555 Switching for the Purposes of Non-Contract Cleaning**

Switching cars to a cleaning facility for the purpose of removing debris and refuse will be handled as an Intra-plant Switch (see Item 320) or Intra-terminal Switch (see Item 330), as the case may be. This includes switching to and from cleaning facility from existing

location, but does not include cleaning of cars or transportation of refuse or debris from cleaning track.

**Item 560 Closing or Opening Doors**

If Customer requires or requests TPR personnel to close or open a door, hatch, gate or secure tie-down devices on a railcar, when the railcar is not deemed to be damaged by the car inspector, a fee will be charged for each railcar door, hatch, gate or tie-down devices requiring closing or opening..... \$135.00

**Item 565 Securing Leaking Cars**

Non-Accident Release (NAR) is defined as an unintentional lading release of either a hazardous or non-hazardous material while in possession of TPR or on TPR property which, results from an act or an omission of a shipper, including but not limited to, failure to properly secure valves and/or fittings, failed closures and/or pressure relief devices, or overloaded containers. For purposes of this Item 565, a hazardous material "Haz Mat" means a hazardous material or its residue as defined by the U.S Department of Transportation or as found in the current Directory of Hazardous Materials Shipping Descriptions as issued by RAILINC.

For each NAR or potential NAR, TPR will assess a minimum "Car Switching and Spill Mitigation Charge" to the shipper, as identified on the waybill, as follows:

- \$5,200 plus cost of repair and remediation per car, per NAR, for each car containing Hazardous Material or its residue.
- \$1,550 plus cost of repair and remediation per car, per NAR, for each car containing a non-hazardous lading or its residue. Non-hazardous lading is defined as any commodity not defined as a hazardous material or its residue as defined by the U.S. Department of Transportation or is not as found in the current Directory of Hazardous Materials Shipping Descriptions as issued by RAILINC.
- \$2,075 plus cost of repair and remediation per car, for each car containing Hazardous Material with improperly secured or open closures (fittings, plugs, valves, manways) presenting the potential for a NAR but not yet releasing lading.

The shipper, as identified on the waybill, shall also be responsible for all expenses incurred by the carrier where such expenses result from an act or omission of a shipper that causes an NAR and such expenses exceed the applicable "Car Switching and Spill Mitigation Charge." These expenses shall be in addition to the aforementioned "Car Switching and Spill Mitigation Charge" and include but are limited to expenses associated with emergency response, environmental mitigation, site cleanup, waste disposal, personal injury, exposure, evacuation, regulatory penalties, litigation, lading transfer, and long term environmental investigation and remediation. When the shipper identified on the waybill is a third party, acting as an agent, and the agent's principal will be considered the shipper of record and will be subject to the "Car Switching and Spill Mitigation Charge".

If possible and practical, TPR, upon notification of a NAR, will advise the shipper of incident details and will allow the shipper the opportunity to assist in the spill mitigation, provided their responders are qualified with all applicable railroad safety rules. Cause determination of the NAR will be performed by TPR, and documentation will be made available to the shipper upon their request.

These charges apply to all NARs, regardless of commodity type, commodity hazard or the lack thereof, and apply to all rail car equipment or lading packages contained within, i.e. tank car, hopper car, box car, gondola car, platform car, refrigerated unit, intermodal tank, intermodal container, tote, drum, bag, box, pail, etc.

The switching of a leaking car involved in a NAR will be at the discretion of TPR's authorized representative at the time of the NAR. The "Car Switching and Spill Mitigation Charge" for a NAR will be in addition to any other involved chargeable services performed in connection with such car(s).

**Item 575 Charges for Delay in Accepting Service**

When receipt or delivery of a car or cars cannot be accomplished in Continuous Movement because of interruption, interference or any other condition, including a car deemed unsafe for movement or customer is unable to handle all cars originally requested, caused by the Customer, Shipper or Consignee, the carrier will arrange for receipt or delivery under the following provisions:

If, after a reasonable period of delay, the obstruction or condition preventing completion of service has not been removed or eliminated, the carrier may, at its option, withdraw its locomotive and place the car or cars on a hold. During that time, Demurrage charges are applicable to each individual car whether empty or loaded. Subsequent movement by carrier's locomotive of the car or cars from the hold to actual point of delivery will be subject to additional charges per car provided below whether empty or loaded:

Non-placarded (Non-hazardous) .....	\$425.00
Articulated, 2 unit (Non-hazardous).....	\$850.00
Placarded (Hazardous).....	\$550.00
TIH/PIH Hazardous .....	\$945.00

**Item 580 No Right to Access TPR Track**

No person or entity other than TPR is allowed to enter, perform any switching or otherwise operate on any TPR Track. If a Customer accesses TPR Track, Customer assumes all risk of loss and indemnifies TPR against all damage, cost, liability, judgment, and expense, including attorney's fees, in connection with any personal injury to or death of any persons or loss of/damage to any property, whether employees or property of either Customer, TPR, or third persons, sustained, incurred, arising, or growing out of operations by Customer or its agents upon TPR Track.

**Item 585 Miscellaneous Switching Services**

TPR will provide each Customer a maximum of one switch per day, unless agreed to outside of this tariff. When, at the request of the customer, an additional switch is desired, and may be accommodated within the work period of an already working or scheduled TPR crew, in addition to regular freight or switching rate, a charge will be assessed of \$425.00 per car. The Customer can request a special train service outside of TPR's schedule service hours but must be arranged on a case-by-case basis.

**SECTION 6 DEMURRAGE****Item 600 Applicability**

The demurrage rules and charges in this tariff apply to (i) Railroad-Controlled Cars held within TPR's switching limits; and (ii) Private Cars held within TPR's switching limits on TPR Track.

**Item 610 Notification by TPR**

The following notifications will be furnished as indicated:

- A. Cars to be Delivered to Private Track:
  - 1. Notification of constructive placement on all cars held on TPR Track due to any condition attributable to Consignee or Consignor.
  - 2. Delivery of a car upon Consignee track will constitute notification.
- B. Cars to be Delivered to TPR Track: Notice of arrival will be given to the party entitled to receive notification when the car is Actually Placed.
- C. Refused Carload Freight: When advised of refusal of loaded car at destination, notice will be given to Consignor or owner of the lading.

Notification may be given in writing, by phone or by Electronic Means and will contain (i) the car initials and number, and (ii) the initials and number of the original car, if contents transferred en route.

**Item 620 Notification to TPR**

After Tender, Consignor/Consignee will need to furnish required information or instructions. Forwarding instructions, empty release information, or information regarding other disposition of cars may be transmitted to TPR twenty-four (24) hours a day, seven days (7) a week (except holidays) via ShipperConnect (Railconnect). When Electronic Means are used to furnish notification to TPR, the recorded date and time that instructions are received will govern charges incurred.

**Item 630 Cars Held for Loading**

- A. Release:
  - 1. A car is released as of the date and time TPR receives advice that the car is available and forwarding instructions are provided.
  - 2. Cars placed on interchange tracks of a Consignor doing its own switching must be returned to the interchange track for release.
  - 3. Cars found to be improperly loaded or overloaded at origin will not be considered released until the load has been adjusted properly.
- B. Computation:
  - 1. Car Days will be computed from the first 0700 hours after Tender until release.
  - 2. If a car is placed prior to the date for which it was ordered, Car Days will be computed from the first 0700 hours after the date for which it was ordered until release.

- C. Free Time: Forty-eight (48) hours will be allowed for each car for Loading. One (1) credit day may be earned for each car released within the first twenty-four (24) hours of free time. No additional Credit Days will be allowed for weekends or holidays.

**Item 640 Cars Held for Unloading**

- A. Release:
1. A car is released as of the date and time TPR receives advice that the car is empty and available.
  2. Cars placed on interchange tracks of a Consignor doing its own switching must be returned to the interchange track for release.
  3. When the same car is Unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received.
- B. Computation: Car Days will be computed from the first 0700 hours after Tender until release.
- C. Free Time: Forty-eight (48) hours will be allowed for each car for Loading. One (1) credit day may be earned for each car released within the first twenty-four (24) hours of free time. No additional Credit Days will be allowed for weekends or holidays.

**Item 650 Cars Held for Purposes Other Than Loading and Unloading**

This Item 640 is applicable to cars held (i) on orders of Consignor or Consignee, (ii) while awaiting proper disposition from the Consignor or Consignee, and (iii) as a result of conditions attributable to Consignor or Consignee.

- A. Release: A car is released as of the date and time TPR receives advice that the car is released and forwarding instructions are given.
- B. Computation: Car Days will be computed from the first 0700 hours:
1. After Tender, until released, on cars that are partially unloaded or reconsigned.
  2. After Tender until date of refusal on refused loaded cars (Consignee).
  3. After Tender until date of disposition on refused loaded cars (Consignor).
- C. Credits: No Credit Days will be allowed.

**Item 660 Demurrage Calculation**

On a monthly basis, for each Customer:

- TPR will add total Car Days for the month (for all cars).
- TPR will add total Credit Days for the month (for all cars).
- If total Credit Days equal or exceed total Car Days, demurrage charges will not be assessed for the month.
- If total Car Days exceed total Credit Days, demurrage charges for the month will be equal to:

$$\text{( Total Car Days - Total Credit Days ) } \times \text{\$90.00}$$

- Credit Days can only be used with respect to the month in which they actually accrue. Excess Credit Days may not be carried forward or backward.

**SECTION 7 CLAIMS AND LIMITS OF LIABILITY****Item 700 Limits of Liability**

To maximum extent permitted by law: (i) TPR's liability for loss of, or damage to, goods in transit cannot exceed, and is limited to, the lesser of value of the goods, the declared value (if applicable), and \$10,000 per car; (ii) Carmack Amendment protection, if otherwise applicable, is waived by Customer; (iii) TPR is not liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, punitive damages or attorney fees; (iv) TPR is not liable for loss, damage or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner or party entitled to make such request; and (v) TPR's liability, if any, shall be that of a warehouseman for loss, damage, or delay occurring after Actual or Constructive Placement of the property at destination, or after any other Tender of delivery of the property to the party entitled to receive.

Any claim arising from or related to loss of, or damage to, goods in transit must be brought within nine (9) months after date of delivery of the goods in question.

If a Customer desires that TPR accept a higher level of liability than TPR otherwise accepts under this tariff, the Customer must contact TPR in advance for a premium rate quote. TPR's acceptance of such a higher level of liability will only be effective when set forth in a written instrument signed by an authorized officer of TPR, and then only in accordance with the terms of such instrument.

**Item 710 Customer Obligations**

TPR's liability for loss, delay, and damage is contingent upon TPR receiving immediate notification of all noted visible losses or damages discovered during the Unloading of a railcar.

Customers have the responsibility to exercise reasonable and good faith efforts to mitigate their damages. Mitigation may include salvage sale; however, in the event that Customers are unable or unwilling to do so, the damaged freight shall be offered to TPR for salvage.

**Item 720 Defenses**

A Customer's failure to comply with packaging requirements of the Uniform Freight Classification and AAR loading provisions constitute a complete defense to any claim for damage.

TPR shall not be liable for any loss, damage or delay caused by any Force Majeure Event, the act or default of the shipper or owner, natural shrinkage of product, riots or strikes, or any defect or vice in the property

**Item 730 Force Majeure**

TPR and Customers are excused from their obligations under this tariff to the extent prevented or delayed by an act of God, authority of law, labor dispute, weather impediment, fire, explosion, war, insurrection, threatened or actual act of terrorism or like causes beyond the relevant party's control (each, a "Force Majeure Event"). The party claiming such excuse must notify all parties as soon as practical upon the beginning and ending of the Force Majeure Event.

**SECTION 8 MISCELLANEOUS****Item 800 Glossary of Terms**

For purposes of this tariff, the following terms have the following meaning:

**Actual Placement** - The time at which a car is placed in an accessible position for Loading or Unloading or at a point designated by the Consignor or Consignee.

**Articulated** - A car created by the uniting of two or more rail cars to form a single unit which is free to swivel.

**TPR Track** – Trackage within TPR's switching limits that TPR uses for its own uses and purposes and other tracks located within its right-of-way or yards and terminals.

**Car Day** – A twenty-four (24) hour period or part thereof beginning at 0700 hours (TPR local time).

**Consignee** - The party to whom a Shipment is consigned, the party entitled to receive the Shipment, or the party physically receiving Shipment.

**Consignor** - The party in whose name cars are ordered or the party who furnishes forwarding directions.

**Constructive Placement** - When a car cannot be actually placed because of a condition attributable to the Consignor or Consignee, such car will be held on available track and notice will be given to the Consignor or Consignee that the car is held on constructive placement awaiting disposition instructions. Such cars which have been placed on private or other than public delivery tracks including lead tracks serving the Consignor or Consignee will be considered constructively placed without notice.

**Continuous Movement** - Movement between TPR's tracks and the Loading or Unloading locations, a hold track or tracks, or other place where cars are received or delivered without any delay or any suspension or break in time, or continuity of the movement, due to any circumstances or condition for which the industry is directly responsible.

**Credit Days** – A day that is non-chargeable for demurrage purposes.

**Customer** – Any Consignor, Consignee, Receiver or Freight Payer.

**Electronic Means** – Any approved electronic means used to communicate to TPR the disposition of a car.

**Loading** - The complete or partial loading of a car in conformity with AAR loading and clearance rules including the furnishing of forward instructions.

**Payor**: The party primarily responsible for the payment of freight and other charges. The Payor may be the Shipper, Consignee or another party who has established credit with the TPR.

**Private Car** - A car that is owned or leased by an entity other than a railroad.

**Private Track** – Trackage within TPR's switching limits that is not TPR Track.

**Railroad-Controlled Car** - A car which is owned or leased by a railroad (Cars carrying marks of TTX Company are considered railroad controlled for purposes of this tariff.



**Receiver** – The party to whom a Shipment is to be actually delivered.

**Reconsignment** – The issuance of a new Shipping Instruction by the Freight Payer that changes the Consignee of a car, or a change in the Freight Payer of a Shipment.

**Shipment** – Any cars Tendered to TPR for transportation.

**Tender** – The notification of Actual or Constructive Placement of a railcar, whichever comes first, of a railcar.

**Unloading** - The complete unloading of a car includes removal of dunnage, pallets, bracing, etc. and advice received from Consignee that the car is empty and available to TPR.

#### Item 810      **Abbreviations**

For purposes of this tariff, the following abbreviations have the following meaning:

AAR .....	Association of American Railroads
TPR.....	Tradepoint Rail
BOE.....	Bureau of Explosives
OPSL.....	Official Railroad Station List
Placarded (Hazardous) .....	Hazardous Material
RER.....	Railway Equipment Register
STCC .....	Standard Transportation Commodity Codes
TIH/PIH .....	Toxic Inhalation Hazard / Poisonous Inhalation Hazard
UFC .....	Uniform Freight Classification

#### Item 820      **Holidays**

Whenever in this tariff reference is made to "holidays," it means the following:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

In the event one of the above holidays occurs on Sunday, the following Monday will be considered as a holiday for the purposes of this tariff. The dates observed for above holidays will be as provided by Federal law except where the State of Maryland provides otherwise.

# TRADEPOINT RAIL

## CAR ORDER FORM



Car order requests may be placed several weeks in advance.  
Orders may be modified or cancelled. Applicable charges will apply.  
Cars ordered and not used are also subject to a charge. See TPR 8600C tariff Items 280 and 510

Company Requesting: \_\_\_\_\_

Name of Requestor: \_\_\_\_\_

Type of Car: \_\_\_\_\_ Size: \_\_\_\_\_

Week/Day: \_\_\_\_\_ No. Cars: \_\_\_\_\_

Week/Day: \_\_\_\_\_ No. Cars: \_\_\_\_\_

Week/Day: \_\_\_\_\_ No. Cars: \_\_\_\_\_

Week/Day: \_\_\_\_\_ No. Cars: \_\_\_\_\_

Commodity to be loaded: \_\_\_\_\_

*Name & Standard Transportation Commodity Code*

Carrier: CSXT Norfolk Southern  
*Circle One*

Special Instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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*For Office Use*

Week: \_\_\_\_\_ CO#: \_\_\_\_\_

Week: \_\_\_\_\_ CO#: \_\_\_\_\_

Week: \_\_\_\_\_ CO#: \_\_\_\_\_

Week: \_\_\_\_\_ CO#: \_\_\_\_\_

Ordered By: \_\_\_\_\_

Date: \_\_\_\_\_