

GENERAL FREIGHT TARIFF 5000

Pioneer Lines



NAMING RULES AND CHARGES GOVERNING DEMURRAGE, SWITCHING AND OTHER ACCESSORIAL AND TERMINAL SERVICES

For the following Subscribing Carriers:

Railroad Name & Reporting Mark	
Decatur Junction Railway	DT
Elkhart and Western Railway	EWR
Fort Smith Railroad	FSR
Garden City Western Railway	GCW
Georgia Southern Railway Company	GS
Gettysburg and Northern Railway	GET
Indiana Southwestern Railway	ISW
Kendallville Terminal Railway Company	KTR
Keokuk Junction Railway Company	KJRY
Michigan Southern Railroad Company	MSO
Mississippi Central Railroad	MSCI
Napoleon Defiance and Western Railway	NDW
Pioneer Industrial Railway Company	PRY
Ripley and New Albany Railroad	RNA
Vandalia Railroad	VRRC

This Tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: September 10th, 2021

EFFECTIVE: January 1st, 2022

ISSUED BY:
Pioneer Lines Commercial Department
Acting as Agent for Subscribing Carriers
5619 DTC Parkway, Suite 650
Greenwood Village, CO 80111

GENERAL FREIGHT TARIFF 5000

Check Sheet for Page Revisions

1st Revision

Original and revised pages as named below contain all the changes.

Page	Revision	Page	Revision	Page	Revision
TITLE	1 st REVISION	28	ORIGINAL		
2	1 st REVISION	29	1 st REVISION		
3	ORIGINAL	30	ORIGINAL		
4	1 st REVISION	31	ORIGINAL		
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SECTION 1: GENERAL RULES

CANCELLATION NOTICE

1000

General Freight Tariff 5000 cancels the following Freight Tariffs in their entirety: ALAB6007-C, ALAB8998, ALAB8999, ALAB9010, ALAB9050, DT6007-E, DT8998, DT8999, DT9010, DT9050, DT7007, EWR6007-F, EWR8998, EWR8999, EWR9010, EWR9050, EWR7007, FSR6007-C, FSR8998, FSR8999, FSR9010, FSR9050, FSR7007, GCW6007-D, GCW8998, GCW8999, GCW9001-D, GCW9008, GCW 9009-A, GCW9050, GCW7007, GS6007-B, GS8998, GS8999, GS9010, GS9050, GS7007, GET6007-F, GET8998, GET8999, GET9010, GET9050, GET7007, ISW6007-C, ISW8000, ISW8998, ISW8999, ISW9010, ISW9050, ISW7007, KTR600-D, KTR8998, KTR8999, KTR9010, KTR9050, KJRY607-G, KJRY8998, KJRY8000, KJRY8999, KJRY9010, KJRY9050, KJRY7007, KJRY7000, MSO6007-F, MSO8998, MSO8999, MSO9010, MSO9050, MSO7007, MSO8000-B, MSC16007-C, MSC18998, MSC18999, MSC19010, MSC19050, MSC17007, RNA6007-A, RNA8998, RNA8999, RNA9010, RNA9050, RNA7007, VRR6007-D, VRR8998, VRR8999, VRR9010, VRR9050, VRR7007

Provisions formerly shown in above mentioned Freight Tariffs and not brought forward into the General Freight Tariff 5000 are hereby cancelled. This publication provides for increases, changes or no changes in previously existing provisions.

DESCRIPTION OF UNIFORM FREIGHT CLASSIFICATION

1010

This publication is governed, except as otherwise provided herein, by Uniform Freight Classification UFC 6000 series and all supplements thereto or reissues thereof.

STATION LIST AND CONDITIONS

1020

This publication is governed by the Official Railway Station List, OPSL 6000-series, Railinc, Agent, to the extent shown below:

- 1) For additions or changes in Name, Location or Abandonment of Stations
- 2) Prepay Requirements
- 3) Restrictions as to acceptance or delivery of freight
- 4) Changes in station facilities
- 5) When a station is abandoned, all provisions applicable thereto are cancelled, effective on the date of abandonment

DISPOSITION OF FRACTIONS

1030

In computing rates or charges, all fractions should be retained until final result is obtained, then fractions of less than five-tenths (.5) should be dropped and fractions of five-tenths (.5) or more will be increased to the next highest whole number.

METHOD OF CANCELLING AND AMENDING ITEMS

1040

This publication will be amended by reprinting the page and showing a revised Issued and Effective date. A revised page cancels any revised or original pages (not cancelled) which bear the same ITEM number.

REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC. 1050

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

Rate Tariffs for each Subscribing Carrier designate specific charges for services provided that are not included in the subsequent sections of this publication. These are designated as 8000 Series for Demurrage, Switching and Accessorial Charges.

CONSECUTIVE NUMBERS 1060

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

TERM – SUBSCRIBING CARRIER 1070

The term “Subscribing Carrier” means carriers that are party to this publication.

RAILCAR DEMURRAGE, SWITCHING AND ACCESSORIAL RATE TARIFF 1080

All railcars handled under this publication will be subject to demurrage, switching and accessorial rules and charges. Rates can be found in the Subscribing Carrier’s Rate Tariff. Prices published in Subscribing Carrier’s Rate Tariff (series 8000) will correspond with Items in the General Freight Tariff 5000.

DESCRIPTION OF COMMODITIES AND INSPECTION 1090

The description of commodity(s) on the Shipping Document will conform to the Standard Transportation Commodity Code (STCC) and show the STCC number(s). When different prices are provided for the same commodity(s) according to the type of packing or package, the type of packing or package should be shown.

The Subscribing Carrier(s) reserves the right to inspect shipments to determine applicable prices. When the commodity(s) are found to be incorrectly described, freight charges will be collected according to the proper description.

MILEAGE CHARGES ON PRIVATELY OWNED RAILCARS 1100

The Subscribing Carrier will not pay mileage charges on privately owned railcars when moving from, to or via stations on the Subscribing Carrier lines unless superseded by an existing contract that governs such charges.

SHIPPING DOCUMENT 1110

Prior to the tender of freight, Consignor shall execute a Shipping Document similar in content to the Uniform Straight Bill of Lading. However, this publication shall override any inconsistent terms in the Shipping Document. By executing the Shipping Document, the Consignor is deemed to accept and be bound by the conditions of this publication including the defenses, exclusions and limitations of liability set out herein.

MAXIMUM ALLOWABLE GROSS WEIGHT ON RAIL 1120

Maximum Allowable Gross Weight on Rail will vary. Gross Weight can be found on the Subscribing Carrier's Rate Tariff (8000 series).

CAPACITIES AND DIMENSIONS OF RAILCARS 1130

For marked capacities, lengths, dimensions, and cubical capacities of railcars, see the Official Railway Equipment Register, RER 6414-series, issued by the National Railway Publication Company, Agent.

CONGESTION RESULTING FROM RAIL CUSTOMER 1140

If a Rail Customer's excessive retention of railcars results in operational congestion, as determined by the Subscribing Carrier, of the Customer's and/or the Subscribing Carrier's rail tracks, the Subscribing Carrier may impose an embargo against the Customer's receipt of further railcars until the congestion is eliminated.

UNLOADING AN RELEASE OF EQUIPMENT AT DESTINATION 1150

Upon arrival and placement of equipment for unloading at destination, consignee will be responsible for unloading equipment in a manner which does not damage equipment and for releasing equipment in a condition suitable for reloading by another Customer. If consignee refuses or fails to remove all lading, dunnage blocking, bracing, strapping, debris, or other material that was part of the inbound shipment, secure interior loading devices, and close doors, the railroad which discovers such failure may undertake to remedy such failure and the consignee will be responsible for reimbursing the railroad which performs such work for the cost thereof, including without limitation the cost of any switching associated with such work. Otherwise, applicable demurrage and detention charges shall continue to apply until equipment is released to delivering carrier in clean condition or upon completion of any action by the delivering carrier to remedy the consignee's failure.

LIMITATION OF LIABILITY 1160

Notwithstanding anything to the contrary in this publication, liability for loss and or damage of lading transported by Subscribing Carrier is limited to twenty-five thousand dollars (\$25,000) per railcar. If liability coverage beyond that provided herein is desired, the Subscribing Carrier must be contacted for charges to apply prior to the tendering of such shipment(s) to the Subscribing Carrier for rail transportation.

The Subscribing Carrier shall not be responsible for loss or damage of lading where Customer has failed to comply with the requirements of the Uniform Freight Classification and AAR loading provisions. Nor shall the Subscribing Carrier be liable for any loss, damage or delay caused by an act of God, the public enemy, the authority of law, the act or default of the shipper or owner, natural shrinkage of product, riots or strikes or a defect or vice in the property. In no circumstances whatsoever, shall the Subscribing Carrier be liable for consequential or indirect damages including but not limited to loss or profit, loss of market, product deterioration, claims based on delay in transportation, mobilization/demobilization expenses, punitive damages or attorney's fees.

This limit of liability as well as any other defense, exclusion or limitation of liability set out in this publication shall apply in all circumstances including where the delay, loss and/or damage to commodity(s) resulted in whole or in part from negligence, gross negligence or willful misconduct of the Subscribing Carrier, its servants, or agents.

PACKAGING

1170

Customer must package all shipments governed by this Price List in accordance with Rules 5, 40, 41 and 51 of the Uniform Freight Classification, UFC 6000 Series.

TERMINAL AND SPECIAL SERVICES

1180

Except as otherwise provided herein, shipments made under the rate contained in this publication are entitled also to terminal and transit services and privileges and are subject to the charges, allowances, rules and regulations legally applicable thereto as provided in separately lawfully published Tariffs.

WEATHER INTERFERENCE

1190

Acts of God: in the event it is impossible for a Subscribing Carrier's Customer to get to a railcar to load or to unload due to acts of God, including, but not limited to flood, storm, earthquake, hurricane, tornado, or to other severe weather or climatic conditions, the demurrage directly chargeable thereto will be adjusted, provided the impediment is at least two (2) days in duration. Notification of this impediment must be made to customer.service@pioneerlines.com, within 24 hours of interference, and will provide daily updates until back in service.

DEFINITIONS

1250

ACTUAL PLACEMENT – When a railcar is placed in an accessible position for loading or unloading or at a location of track designated by the consignor or consignee.

BILL OF LADING – In order to ship a railcar, a Customer must issue a Bill of Lading (BOL) to their serving Railroad. The BOL is the shipping document that is issued in order to transport a railcar from origin to its destination.

BUFFER CARS – Buffer cars are to be placed between the locomotive and shipments as required by Federal Regulations. Buffer cars must meet the following requirements:

- 1) Must be a boxcar, covered hopper, gondola or tank car.
- 2) Must have a high-strength coupler (grade E coupler).
- 3) The length of the car must be at least 45 feet and not exceed 75 feet.
- 4) Must be loaded with a non-hazardous inert material that does not shift in train service.
- 5) Gross weight of car must be a minimum of 45 tons.
- 6) It is the responsibility of the Customer to provide buffer cars that are in good mechanical condition. If a car fails inspection, Subscribing Carrier retains the right to refuse to provide train service.

CARE-OF-PARTY – The party to whom the railcar placement is to be made pursuant to the bill of lading, if other than the consignee at destination. When the bill of lading indicates a Care-Of-Party said party will be responsible for all demurrage charges. For the purpose of assessing demurrage charges, Care-Of-Party includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

COMMODITY – Article of commerce (lading). Goods being shipped.

CONSIGNEE – The party designated on the bill of lading as the entity entitled to receive delivery of the railcar from the delivering rail carrier. Consignee is responsible for any demurrage charges which accrues at the point of unloading except when the bill of lading also designates a Care-Of-Party, in which case the Care-Of-Party will be responsible for all demurrage charges. For the purpose of assessing demurrage charges, Consignee includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

CONSIGNOR – The party designated on the bill of lading as the entity shipping the railcar to the consignee and delivering the railcar to the serving rail carrier. For the purpose of assessing demurrage charges, Consignor includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

CONSTRUCTIVE PLACEMENT – When a railcar cannot be placed on arrival for loading or unloading and is placed elsewhere, it is considered as being under constructive placement and subject to demurrage rules and charges and any applicable switching and accessorial charges. Notice will be provided to the consignor, consignee or Care-Of-Party that the railcar(s) are being held awaiting disposition instructions.

CUSTOMER – The consignor, loader, consignee, unloader, or other party who is responsible for the payment of demurrage, detention or other charges specified in this publication. For the purpose of assessing demurrage charges, Customer includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

CUT-OFF TIME – Time of day and/or day of the week that establishes when railcar instructions must be transmitted by Customer to the Subscribing Carrier in order to guarantee service on the next scheduled Day of Service. Requests received after the Cut-off Time will fall to the following scheduled day of service at the sole discretion of the Subscribing Carrier.

DAYS OF SERVICE – Days that are scheduled and agreed upon between Subscribing Carrier and Customer that Customer Facility will be served by Subscribing Carrier's crew.

DEMURRAGE – Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for Customers to load and unload railcars promptly, to prevent congestion in railroad terminals caused by idle railcars, and ultimately to improve the utilization of train & railcar assets.

DEMURRAGE DAY – A twenty-four (24) hour period that begins at 0700 AM and finishes at 0659 AM the following day. Demurrage Days are always rounded up to the nearest full day equivalent, there is no partial day calculations.

DESTINATION SWITCH CHARGE – The switch carrier serving the plant or industry to which the loaded railcar terminates.

DISPOSITION – Information, including forwarding instructions or release, that allows the railroad to either tender or release the railcar(s) from the Customer's account.

DIVERSION – A request provided by the Customer instructing that a railcar(s) be delivered to a location other than the one indicated on the active Bill of Lading or forwarding instructions, that may trigger an alternate handling of the railcar(s) by the Railroad currently with possession. Diversions may only be applied when the railcar(s) is idle or at rest and/or at the sole discretion of the Railroad with possession of the railcar(s) in question.

ELECTRONIC OR MECHANICAL DEVICE – Communication device such as a facsimile transmission, email, computer software system, etc.

EMPTY RAILCAR(S) NOT LOADED – Empty railcar(s) interchanged to the Subscribing Carrier and ordered in for loading, and subsequently released and moved without being loaded.

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

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

FREE TIME – A period of time following actual or constructive placement during which demurrage is not chargeable. Free time as designated below will be allowed for each railcar:

- Railcar held for unloading: FORTY-EIGHT (48) HOURS
- Railcar held for loading: TWENTY-FOUR (24) HOURS

Free time will be calculated from the first 0700 AM following actual or constructive placement. Non-Chargeable Days identified in ITEM 2090 shall not be included in the calculation of Free Time.

HOLIDAYS – Wherever reference is made to “holidays”, it shall mean:

- New Year’s Day (January 1st)
- Memorial Day (Last Monday of May)
- Independence Day (July 4th)
- Labor Day (First Monday of September)
- Thanksgiving Day (Fourth Thursday of November)
- Christmas Day (December 25th)

If one of these dates occurs on a Saturday or Sunday, the following Monday will be observed as the holiday.

IDLER CARS – Usually a flat car used in the transportation of a long article or shipment which extends beyond the limits of the railcar carrying the shipment.

INDUSTRIAL INTERCHANGE – Interchange of railcars from one Railroad to another which takes place within the boundaries of a Customer’s facility or controlled track.

INDUSTRIAL SWITCH CONNECTION – A switch located on the Railroad premises which is maintained by the Subscribing Carrier for access to a Private Track or a Lease Track.

INDUSTRY TRACK AGREEMENT – Written agreement between the owner or user of a private track and the Subscribing Carrier which sets forth the terms and conditions under which the Subscribing Rail Carrier will operate over and provide service to the owner or user of the Private Track.

INTERCHANGE – The transfer of control and liability between two Railroads as railcar(s) reach designated areas of track that join multiple Railroads together in order for the movement of railcar(s) to go from origin to destination when both are not served by the same Railroad company.

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

LEASE TRACK AGREEMENT – Written agreement between the owner of a private track or a Railroad which owns or controls a track on the one hand and the user of such track on the other hand which sets forth the terms and conditions under which the user may use such track.

LINE HAUL – The movement of freight by a carrier over its line or part of its line, excluding switching, pick-up or delivery.

LINE HAUL CARRIER – A Railroad carrier that collects or receives revenue, in accordance with the Freight Mandatory Rules, for the movement of freight between two stations that are not located within the switch limits of each other.

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

LOADED RAILCAR(S) – A railcar(s) that is completely or partially loaded.

LOADED RELEASE INFORMATION – Advice provided by the Customer to authorized personnel, that the railcar(s) is loaded and available to pull. This information must include the identity of the shipper, party furnishing information, and the railcar(s) initial and number.

LOADER – Party physically loading a railcar at origin. Demurrage charges will be assessed against the Loader who will be responsible for payment of charges accrued at origin. For the purpose of assessing demurrage charges, Customer includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

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

MULTI-CAR WAYBILL – A document issued by a carrier providing details and instructions relating to a shipment that has more than one railcar with the same instructions, including but not limited to origin, destination, routing, billing parties and commodities.

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

ORDER DATE – The date that the Customer requests empty railcar(s) to be provided for loading.

ORIGIN SWITCH CARRIER – The switch carrier serving the plant or industry from which the loaded railcar originates.

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

ORDER-IN CUSTOMER (CLOSED GATE) – A Customer who, by prior arrangement has notified Subscribing Carrier that railcars shall not be placed for loading or unloading, or considered to be placed, until Subscribing Carrier has received an order for placement from said Customer, subject to rules and provisions of this publication.

OVERLOADED – A railcar that is loaded beyond its registered and stenciled capacity.

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

PASSENGER CAR(S) – A railcar(s) configured for the movement of people.

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

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

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

RAILINC – Railinc is a for-profit subsidiary of the Association of American Railroads that provides rail data and messaging services to the North American freight railway industry. www.raillinc.com

RAILROAD CONTROLLED RAILCAR(S) – A railcar(s) bearing railroad reporting marks that is either leased or controlled by a railroad.

RAILROAD PREMISES – All tracks which Subscribing Carrier provides for its own use and purposes or for general public use and all other tracks located inside of its right-of-way or yards and terminals, except tracks located on or within the confines of property owned or leased by a Customer.

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

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

RELOADING – When a railcar(s) is held for loading after first being unloaded and released as an empty.

RELEASE – Date and time that the railroad receives notification that a railcar(s) is empty and available to pull or that forwarding instructions are received, and railcar(s) are available to pull.

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

REVERSE ROUTE EMPTY BILLING – Shipping instructions that are generated when returning a railcar to the original point of loading after it has been unloaded and released empty back to the Railroad.

ROAD HAUL TRAFFIC – Traffic received from or moved to a point outside of the switching limits of the same station.

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

SHIPPER ASSIGNED RAILCAR(S) – Specific empty railcar(s) assigned to a shipper for their exclusive use. Also known as a railcar “Pool” which is a code applied to specific railcars through Railinc to provide default movement instructions to return railcars to a designated Railroad.

SHOP FACILITY – Location approved by the AAR for railcar repair sufficient to meet interchange standards.

SPOT-ON-ARRIVAL (OPEN GATE) – Railcar(s) will be placed for loading or unloading, without Customer notification, immediately upon their availability for placement by the Subscribing Carrier. If the Customer is at max capacity and unable to receive some or all of their railcars, remaining equipment held for placement will be Constructively Placed and subject to demurrage rules and charges and any applicable switching and accessorial charges.

STOP OFF – The spotting of a shipment at a station to complete loading or for partial unloading.

STOPPED IN TRANSIT – When a railcar(s) is held in route due to any condition attributable to the Customer.

STORAGE – Storage is a charge for detaining a private railcar and taking it out of regular transportation service. Railroads charge storage to give Customers an option to place their controlled railcar(s) on Railroad controlled track for a period as is agreed upon by the Railroad and Customer. All storage handled on Subscribing Carrier roads require a fully executed private railcar storage agreement along with a certificate of Insurance which complies with all the terms and conditions of the fully executed private railcar storage agreement.

SWITCH CARRIER – A railroad carrier performing either an intra-plant, intra-terminal, inter-terminal, intermediate or reciprocal switch, where the railroad carrier performing the switch is not entitled to line haul revenue.

SWITCH CHARGE – The charge, as published in a tariff or private agreement, assessed by the railroad carrier for performing either an intra-plant, intra-terminal, inter-terminal, intermediate or reciprocal switch.

SWITCHING LIMITS – All stations and all Customers served by Subscribing Carrier.

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

UNLOADER – Party physically unloading a railcar at destination. For the purpose of assessing demurrage charges, Consignor includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

UNLOADING – The complete unloading of a railcar(s) and the advice received from the Customer that the railcar(s) is empty and available to pull by the Railroad.

WAYBILL – A document issued by a railroad carrier providing details and instructions relating to a shipment based from the original Bill of Lading. Waybills are communicated Railroad to Railroad for a railcar(s) to go from origin to destination when both are not served by the same Railroad company.

Customers who have not applied for and received credit approval by the Subscribing Carrier, or who have had their credit suspended by the Subscribing Carrier, must pay charges and other applicable fees in full prior to Subscribing Carrier's acceptance of a shipment at origin if tendered as prepaid, or prior to placement of a shipment at destination if tendered collect. Subscribing Carrier may, at its discretion, 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.

Subscribing Carriers offer credit agreements to qualifying Customers. To apply, or to make arrangements for the electronic transfer and payment of charges, please complete a Credit Application and Agreement found in the Appendix of this publication.

Subscribing Carriers reserve the right and sole discretion to establish, not establish, maintain or revoke credit provisions for any Customer.

Customers with an approved Credit Agreement by Subscribing Carrier shall pay in-full freight, switching and accessorial charges must be received by Subscribing Carriers within 15 calendar days from the date of applicable bill.

NOTE: Errors discovered in the bills by Customers should be corrected by them and paid accordingly. Payment of all bills, including those corrected by Customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice Customer's claims, filed within the statutory period, for refund of overcharges. If Customers receive bills that they believe they are not responsible for paying, they must notify Subscribing Carrier within the credit terms that they are not responsible for paying the bill(s).

If a Customer disputes charges received in a bill from Subscribing Carrier, Customer must follow the procedures as specified in this publication.

Payment of an amount less than stated on a Subscribing Carrier invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary on the payer's remittance. Acceptance by Subscribing Carrier of the lesser amount will not constitute an accord and satisfaction. The payer will be advised of any remaining balance deemed due after application of the remitted funds.

If a Customer does not pay the charges in a bill received from Subscribing Carrier within the time period specified in this publication, Subscribing Carrier, at its sole discretion, may revoke Customer's credit with Subscribing Carrier and require Customer to pay Subscribing Carrier cash in advance of delivery of services ("COD") prior to the Subscribing Carrier providing pick-up and/or delivery of Customer's railcars. Subscribing Carrier will give the Customer ten (10) calendar days' written notice before the provisions of this paragraph are invoked.

LATE FEES & FINANCE CHARGES

1310

Invoices not paid per credit terms are subject to a 10% late fee on the outstanding balance of any charge that is not received by Subscribing Carrier. The late fee is assessed in addition to the finance charge outlined below and will not apply against any disputed charge found by Subscribing Carrier to have been incorrectly billed.

Subscribing Carriers may assess a finance charge of 12% per year (1% per month) on charges that are not received by Subscribing Carrier when due. The finance charge will not apply against disputed charges that are found to have been billed incorrectly. Finance charges will, however, be assessed if a corrected invoice is not paid within terms of the date of that corrected invoice. Finance charges will be assessed on the unpaid balance of any charge from the first day following the due date through the date of receipt of payment in full and may be billed monthly.

The Subscribing carrier's policies on finance charges and late payment fees are designed to comply with usury laws. If either charge, or the combination of finance charge and late fees, exceeds allowable limits, then the applicable rate(s) will be automatically reduced to the maximum allowed.

If Subscribing Carrier, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and Subscribing Carrier is successful in collecting such charges, Customers shall reimburse Subscribing Carrier for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

SECURITY DEPOSITS

1320

A security deposit to ensure payment of any freight, demurrage, detention, or other accessorial charges that may accrue will be required for any consignor, loader consignee, unloader, beneficial owner, Care-of-Party or other responsible parties, hereafter referred to as "Customer" as defined in this publication, who fails to pay demurrage, detention, switching or other accessorial charges after specific written demand referring to this publication provision.

The Subscribing Carrier will give Customer ten (10) calendar days written notice before the provisions of this item are invoked.

The deposit must be paid in certified check, cashier's check, money order, ACH or other Wire transaction before any freight car is delivered to such Customer for loading, unloading, storage or other than loading or unloading services.

The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, switching or other accessorial charges outstanding at the time this provision is invoked against the Customer. The maximum amount of deposit will be determined by the Subscribing Carrier's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per railcar by accepting a revolving deposit of \$1,000 - \$50,000 based on traffic volume. The deposit will be held to guarantee payment of and to be applied against any switching, demurrage, detention, or other accessorial charges which may accrue since the implementation of the security deposit arrangement.

The Security deposit will no longer be required and any remaining balance will be refunded to the Customer within thirty (30) calendar days after the Customer has paid all outstanding switching, demurrage, detentions, and other accessorial charges and the Subscribing Carrier's credit office has agreed to reinstate previous credit terms at their sole discretion.

INVOICE DISPUTE PROCEDURES

1330

If a Customer disputes any charges incurred on an invoice; the following procedures must be applied:

- 1) The dispute must be specific in nature, applying to a specific railcar or group of railcars, related to time of actual or constructive placement, release or application of the rules contained in this publication.
- 2) The dispute must be made in writing and submitted to customer.service@pioneerlines.com.
- 3) The dispute must be submitted within fifteen (15) calendar days from the date of the bill. If a dispute is not received within this time, the bill will be considered correct and must be paid.
- 4) Customer must pay the undisputed amount at the time of the dispute is filed, according to the normal bill payment procedures.
- 5) Amounts in dispute will not be considered past due until fifteen (15) calendar days after the dispute resolution is concluded by Subscribing Carrier.
- 6) Disputes sent to Subscribing Carrier which are found to be valid will be subject to a processing fee of \$50 for each incorrectly disputed railcar.

PAYMENT METHODS

1340

Subscribing carrier accepts payments through ACH, Wire transaction and check. The preferred method is through ACH or wire. Remittance information must be sent to pay@pioneerlines.com and must include invoice number.

For quicker processing please ensure that proper Accounts Payable information is setup in the Subscribing Carrier's system.

RATE PUBLICATION

1500

Prices are subject to increase, change or expiration. Any change to the prices will be shown in supplements to or a reissue of Subscribing Carrier's Rate Tariff (8000 series). Except as otherwise noted, ancillary charges contained in other documents will apply.

CURRENCY

1510

Prices are stated and payable in U.S. funds.

PRIVATE RATE AGREEMENTS

1520

Private Rate Agreements, Railcar Storage Contracts, Transportation Service Agreements, Switching Contracts or any other type of Rail Transportation arrangement entered into by the Subscribing Carrier and Customer take precedence over prices published herein for the same commodities over the same routes.

CONFLICT OF RULES

1530

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

PRICE TERMS AND CONDITIONS

1540

Subscribing Carrier agrees to provide rail transportation service at the rates and subject to the additional terms and conditions set forth in the public price documents of the Subscribing Carrier.

FUEL SURCHARGE 1550

Fuel surcharges as provided for in the Subscribing Carrier's Fuel Surcharge Tariff (9000 series) as of the date of the shipment tender shall apply.

INCORPORATION OF DOCUMENTS 1560

Prices subject to rules and conditions of Railway Equipment Register, STCC 6001, OPSL 6000 and UFC 6000 and all supplements thereto and reissues thereof.

RESPONSIBILITY FOR CONNECTING CARRIER SWITCH CHARGES 1570

Except as otherwise specifically provided in this publication or other superseding document, the Subscribing Carrier shall not absorb any switching charges of connecting carrier(s).

FORWARDING INSTRUCTIONS AND EMPTY RELEASE 1580

Forwarding instructions when the Subscribing Carrier is the first Line Haul Road in the route must be submitted to the Subscribing Carrier using RailConnect™, Bill of Lading EDI from connected 3rd party systems or via EDI from Railinc.

Forwarding instructions when the Subscribing Carrier is an origin switch will be provided electronically by the first Line Haul Road in the route. Customer will submit forwarding instructions to the first Line Haul Road in the route.

Reverse route empty release must be submitted to the Subscribing Carrier using RailConnect™ and will be applied when released empty from Customer facility.

The Subscribing Carrier will accept forwarding and/or release instructions to its Customer Service team via email (customer.service@pioneerlines.com), subject to a charge of \$95 per single railcar waybill or multi-car waybill. The Subscribing Carrier reserves the right to reject as an unreasonable request for service, any emailed forwarding instructions that are illegible due to poor transmission quality, poor or illegible handwriting, incomplete or otherwise unable to complete the request. The Subscribing Carrier will not accept delivery of forwarding instructions by U.S. Mail, express service, personal delivery, phone, or otherwise. Charges for emailed forwarding instructions do not apply to hazardous waste, United States Government shipments, or voids and corrections.

All empty release information must be submitted to the Subscribing Carrier using RailConnect™. The Subscribing Carrier will accept empty release information to its Customer Service team via email (customer.service@pioneerlines.com), subject to a \$65 charge per release request.

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

In no circumstance whatsoever, shall the Subscribing Carrier be liable for consequential or indirect damages resulting from manual intervention when elected by the customer.

SECTION 2: DEMURRAGE RULES

APPLICATION

2000

This section applies to all Customers served by the Subscribing Carrier and covers all railroad and private marked freight car(s) held for or by the Customer(s) with the following exceptions:

- Private railcar(s) on private tracks
- Railcar(s) containing refused or unclaimed freight to be sold by Subscribing Carrier
- Empty railcar(s) of Railroad ownership rejected as unsuitable for loading
- Railcar(s) for loading or unloading of Subscribing Carrier's company material while held on private tracks
- Railcar(s) of railroad ownership, leased for storage of commodities while held on lessee's tracks

INDEMNIFICATION FOR DEMURRAGE AND STORAGE

2010

Customer recognizes and agrees that the railcars covered by the General Freight Tariff 5000 may be placed in an area on the Subscribing Carrier which is not enclosed or protected from potential incursion by third parties or Acts of God. Consequently, Customer agrees to indemnify and hold harmless Subscribing Carrier, its owners, Pioneer Lines and their respective employees, officers, members, managers and directors (the "Subscribing Carrier Indemnitees") from and against any and all claims, administrative proceedings, lawsuits and damages and agrees to reimburse the Subscribing Carrier Indemnitees from any costs, lawsuits, obligations, judgments, debts and expenses or any nature, including reasonable attorneys' fees, suffered or incurred by the Subscribing Carrier Indemnitees arising out of or resulting from loss and/or damages to the railcars and lading caused by Acts of God or parties other than Subscribing Carrier, except to the extent proximately caused by gross negligent acts or omissions or willful misconduct of the Subscribing Carrier.

NOTIFICATION TO CONSIGNEE/CONSIGNOR

2020

Subscribing Carrier will furnish the following notifications as indicated:

- Railcars for other than public deliver tracks:
 - Notice of constructive placement if railcar(s) are held on Subscribing Carrier's track due to reasons attributable to the Customer.
 - Delivery of railcar(s) upon track of Customer will constitute notice.
 - When two or more parties, each performing their own switching, take delivery of railcars from the same interchange track, notice will be given when railcars are placed on the interchange track.
- Railcars for public delivery tracks:
 - Notice will be given to the party entitled to receive notification when railcar is actually placed.
- Railcars stopped in transit:
 - Notice will be given to the Customer or owner responsible for the railcar being stopped upon arrival of the railcar at the point of stoppage.

Notification may be given in writing or electronically, and will contain the following:

- Railcar Initials and Number
- Commodity
- Date & Time

RELEASE FROM CONSTRUCTIVE PLACEMENT

2030

Release from Constructive Placement instructions must be submitted to Subscribing Carrier using RailConnect™.

Subscribing Carrier will accept release instructions to its Customer Service Center via phone (309-248-0695) or email (customer.service@pioneerlines.com), subject to a \$50 charge per phoned, faxed or emailed instruction. Subscribing Carrier reserves the right to reject as an unreasonable request for service, any "email" release instructions that are illegible due to poor transmission quality, poor or illegible handwriting, incomplete or otherwise. Subscribing Carrier will not accept delivery of release instructions by US Mail, express service, personal delivery, or otherwise. Charges for "email" release instructions do not apply to hazardous waste, United States Government shipments, or voids and corrections.

When electronic or mechanical devices are used to furnish release instruction to Subscribing Carrier, the recorded date and time that the instructions are received by the Subscribing Carrier will govern.

In no circumstance whatsoever, shall the Subscribing Carrier be liable for consequential or indirect damages resulting from manual intervention when elected by Customer.

SETTLEMENT OF DEMURRAGE CHARGES

2040

Settlement of charges will be made monthly on all railcar(s) released during each calendar month unless superseded by a private contract arrangement.

RAILCARS HELD FOR LOADING

2050

TENDER:

- The notification, actual or constructive placement, of empty railcar(s) placed on orders of the Customer.

RELEASE:

- Date and time forwarding instructions are received by Subscribing Carrier.
- Railcar(s) placed on the interchange tracks of a Customer, who performs its own switching, must be returned to the interchange track for release along with timely notification to Subscribing Carrier.
- Improperly loaded or overloaded railcar(s) at origin will not be considered released until the load has been adjusted properly.

COMPUTATION:

- Time will be computed from the first 07:00 AM hours after tender until the release.
- When the same railcar is unloaded and reloaded, time will be computed from the first 07:00 AM hours after advice is received that the railcar(s) is empty until the railcar(s) is released.
- When the same railcar is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue on the railcar until the forwarding instructions are received by Subscribing Carrier.
- When a private railcar is actually placed on a private track, demurrage shall not apply to such private railcar.

FREE TIME:

- 24 hours, following the first 07:00 AM hours following tender by Subscribing Carrier.

CHARGES:

- Except as otherwise specified in Items 2100, 2110 and 2120 of this publication, the demurrage charges in the Subscribing Carrier's Rate Tariff 8000 shall apply in addition to other applicable charges specified in this Tariff.

RAILCARS HELD FOR UNLOADING

2060

TENDER:

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

RELEASE:

- Date and time that the Subscribing Carrier receives advice the railcar(s) is empty.
- Railcar(s) placed on the interchange tracks of a Customer who performs its own switching must be returned to the interchange track for release along with timely notification to Subscribing Carrier.

COMPUTATION:

- Time will be calculated from the first 07:00 AM hours after tender until release.
- When the same railcar is unloaded and reloaded, time will be computed from the first 07:00 AM hours after advice is received that the railcar(s) is empty until the railcar(s) is released.
- When the same railcar is unloaded and reloaded, empty release information must be provided at the time the railcar is made empty. If not furnished, demurrage will continue on the railcar until the forwarding instructions are received.
- When a private railcar is actually placed on a private track, demurrage shall not apply to such private railcar.

FREE TIME:

- 48 hours, following the first 07:00 AM hours following tender by Subscribing Carrier.

CHARGES:

- Except as otherwise specified in Items 2100, 2110 and 2120 of this publication, the demurrage charges in the Subscribing Carrier's Rate Tariff 8000 shall apply in addition to other applicable charges specified in this Tariff.

RAILCARS HELD FOR OTHER THAN LOADING/UNLOADING

2070

Applies to railcar(s) held:

- On orders by Customer
- Awaiting proper disposition from the Customer
- As a result of conditions attributable to Customer
- For refused Loaded railcar(s) by Customer while Subscribing Carrier awaits forwarding instructions

CHARGES:

- Except as otherwise specified in Items 2100, 2110 and 2120 of this publication, the demurrage charges in the Subscribing Carrier's Rate Tariff 8000 shall apply in addition to other applicable charges specified in this Tariff.
- There is no Free Time for railcars in this status.

RAILCAR STORAGE

2080

All storage handled on Subscribing Carrier roads require a fully executed private railcar storage agreement and a certificate of insurance which complies with all the terms and conditions of the fully executed private railcar storage agreement.

If both of these conditions are not in place prior to the interchange of a Customer's private railcar(s) to a Subscribing Carrier road for storage, the Subscribing Carrier, at its sole discretion, may accept the railcar(s) for storage in which the applicable charges as specified in Subscribing Carriers Rate Tariff 8000 will apply to such railcar(s) until the first day of the month after all of the terms and conditions of this provision are completed.

On and after such date, the storage charges specified in the fully executed storage agreement shall apply to Customer's railcar(s) which are placed on a Subscribing Carrier road's track for storage.

NON-CHARGEABLE DAYS

2090

Saturdays, Sundays and Holidays will be considered non-chargeable when the railcar has been tendered within 24 hours for loading and 48 hours for unloading before the Saturday, Sunday or Holiday. If the free time on the railcar has already expired and Customer is in chargeable days, then all subsequent Saturdays, Sundays and Holidays are chargeable.

A Saturday, Sunday or Holiday cannot be the first chargeable day. Holidays shall include the following:

- New Year's Day (January 1st)
- Memorial Day (Last Monday of May)
- Independence Day (July 4th)
- Labor Day (First Monday of September)
- Thanksgiving Day (Fourth Thursday of November)
- Christmas Day (December 25th)

DEMURRAGE ON HAZARDOUS MATERIALS EXCLUDING TIH/PIH

2100

Except as otherwise provided in Item 2110 of this publication, the demurrage charges provided in this item apply to loaded railcars containing Hazardous Materials and to an empty railcar which on the prior move contained Hazardous Materials as specified in Item 4010 of this publication.

The demurrage charges as specified in the Subscribing Carrier's Rate Tariff 8000 apply to a loaded railcar which contains Hazardous Materials (excluding TIH/PIH) and to an empty railcar which on the prior move contained Hazardous Materials (excluding TIH/PIH). These demurrage charges are in lieu of other demurrage charges which are specified in this publication.

Time will be computed from the first 07:00 AM hours after actual placement or constructive placement until the release. There is no free time for railcars in this status.

When a private railcar is actually placed on a private track, demurrage charges shall not apply to such private railcar.

DEMURRAGE ON TIH/PIH

2110

The demurrage charges as specified in the Subscribing Carrier's Rate Tariff 8000 apply to a loaded railcar which contains TIH/PIH as specified in Item 4000 and to an empty railcar which on the prior move contained TIH/PIH as specified in Item 4000 of this publication. These demurrage charges are in lieu of other demurrage charges which are specified in this publication.

Time will be computed from the first 07:00 AM hours after actual placement or constructive placement until the release. There is no free time for railcars in this status.

When a private railcar is actually placed on a private track, demurrage charges shall not apply to such private railcar.

DEMURRAGE ON HEAVY CAPACITY RAILCARS

2120

Heavy duty flat cars of but not limited to mechanical designation “FD” “FM” or “FW” with capacity in excess of 130 tons, will be subject to demurrage charge listed in the Subscribing Carrier Rate Tariff 8000. These demurrage charges are in lieu of other demurrage charges which are specified in this publication.

Time will be computed from the first 07:00 AM hours after actual placement or constructive placement until the release. There is no free time for railcars in this status.

When a private railcar is actually placed on a private track, demurrage charges shall not apply to such private railcar.

STORAGE SWITCHING

2200

The switching charges as specified in the Subscribing Carrier’s Tariff 8000 shall apply on the movement of empty, non-hazardous railcars. Movement from Interchange to the designated storage location will constitute one way. A second, one-way movement from the storage location back to interchange will be preceded upon receipt of proper forwarding instructions as specified in Tariff ITEM 1580. All storage switching movements must be prepaid by electronic fund transfer prior to the railcar(s) being interchanged to the Subscribing Carrier.

HAZARDOUS MATERIALS SWITCHING

2210

The switching charges as specified in the Subscribing Carrier’s Tariff 8000 shall apply on the movement of empty, hazardous railcars as defined in Tariff ITEM 4010. Movement from Interchange to the designated storage location will constitute one way. A second, one-way movement from the storage location back to interchange will be preceded upon receipt of proper forwarding instructions as specified in Tariff ITEM 1580. All storage switching movements must be prepaid by electronic fund transfer prior to the railcar(s) being interchanged to the Subscribing carrier.

SECTION 3: SWITCHING AND ACCESSORIAL

SUBSCRIBING CARRIER RATE TARIFF 8000 3000

Charges for Switching and Accessorial Provisions are found in Subscribing Carrier's Rate Tariff 8000.

INTRA-PLANT SWITCHING 3010

A switching movement from one location to another location within the boundaries of a Customer industry or track.

INTRA-TERMINAL SWITCHING 3020

A switching movement from one location to another location of a Customer with multiple industry locations or track within the limits of one terminal (station or industrial switching district).

INTER-TERMINAL SWITCHING 3030

A switching movement from one location to another location for the same Customer, with multiple industry locations outside the limits of one terminal (station or industrial switching district).

CONSTRUCTIVE PLACEMENT SWITCH 3040

When a railcar(s) is unable to be spotted at a Customer's facility for loading/unloading upon receipt, due to the lack of space at the Customer's receiving track, Customer's request, etc., railcar(s) will be switched to a retention track. The Subscribing Carrier will advise Customer with a Constructive Placement notification and apply the switch charge.

While railcar(s) are held on retention tracks, Subscribing Carrier shall not be liable for any lading damage caused, in whole or in part, by weather, natural disasters of any kind, vandalism, terrorism, criminal or negligent acts of third parties, including but not limited to governmental actions of any kind (police, fire department, etc.).

The charges provided in this item are in addition to applicable demurrage charges and will not be absorbed in whole or in part by Subscribing Carrier.

FOREIGN RAILROAD – RECEIVED IN ERROR 3050

Loaded or empty railcars interchanged to Subscribing Carrier from connecting roads are considered to be in error if the railcars are any of the following:

- Are not consigned to Subscribing Carrier or its Customers
- Are interchanged without proper billing instructions
- Are reported empty but are deemed loaded
- Are reported loaded but are deemed empty
- When Subscribing Carrier is not in the route

These railcars will be treated as mishandled railcars received in error and charges will be assessed as specified in Subscribing Carrier's Rate Tariff 8000 against the interchanging Carrier.

FOREIGN RAILROAD – RECEIVED IN IMPROPER CONDITION 3060

When an empty, railroad owned railcar is provided for loading and is refused due to improper condition and/or inability to load, a charge as specified in Subscribing Carrier’s Rate Tariff 8000 will be assessed to the foreign railroad supplying the railcar. If Customer does not follow rules and procedures outlined in the AAR guidelines and foreign railroad supplying railcar denies Subscribing Carrier’s charge, Subscribing Carrier will bill all applicable switching and demurrage charges to the Customer.

RETURNED RAILCAR TO CUSTOMER FACILITY 3070

A charge per railcar will be assessed on railcars released by Customer, pulled from the Customer industry or track but not yet interchanged beyond Subscribing Carrier, and subsequently ordered returned to the Customer.

ERROR RELEASED – DELIVERED OFFLINE – RETURNED 3080

If a railcar is:

- Released empty and found to be loaded
- Released loaded and found to be empty
- Customer furnishes incomplete or incorrect billing instructions

And the railcar is subsequently interchanged to a connecting carrier, the Customer will be assessed a returned railcar fee in addition to any fees assessed by the Railroad in which the railcar was interchanged.

FAILURE TO DELIVER LOAD TO SUPPLYING CARRIER 3090

When a foreign road delivers a railcar to the Subscribing Carrier for a Customer to load, and the Customer releases the railcar back to Subscribing Carrier with instructions to deliver to another foreign road other than the foreign road that supplied the railcar, the Customer will be charged a per railcar rate by Subscribing Carrier plus any applicable charges that may be assessed by the foreign railroad originally supplying the railcar.

EARLY RELEASE – UNABLE TO PULL 3100

When a Customer releases an empty or loaded railcar and it is determined by the Subscribing Carrier’s crew, upon arrival at the Customer’s facility, that one or more of the railcars which were released by Customer cannot be pulled by the Subscribing Carrier as a result of conditions attributable to Customer, each such railcar released by Customer in error shall be deemed an “Error Release Railcar” and applicable charges will apply.

If a railcar at a Customer’s industry or track that is showing or not showing released, but effectively is preventing the Subscribing Carrier’s crew from pulling other railcars that are properly released and available to pull, all railcars blocked by said railcar will be considered an “Error Release Railcar” and applicable charges will apply.

ORDERED IN – UNABLE TO PLACE 3110

When a Customer orders in an empty or loaded railcar for placement but cannot receive the railcar as a result of conditions attributable to the Customer, each such railcar which may not be received by Customer shall be deemed a “Ordered In Error Railcar” and applicable charges will apply.

All “Ordered In Error Railcar(s)” will have their order for placement cancelled and said railcar(s) will resume any applicable demurrage charges retroactively back to the point of when the railcar(s) were originally submitted for placement.

HOLD FOR BILLING INSTRUCTIONS

3120

When on Customer's instructions for loaded or empty railcars are removed from industry, shop or team tracks and are held by the Subscribing Carrier awaiting forwarding instructions, a per railcar charge will be assessed against the party responsible for providing the forwarding instructions and the railcar will be placed into Constructive Placement status, and may be subject to ITEM 2070, RAILCARS HELD FOR OTHER THAN LOADING/UNLOADING from this publication.

On loaded railcars the charge will be assessed against the party physically loading the railcar and in whose name demurrage is maintained by the Subscribing Carrier. If railcars are subsequently ordered returned to loaders tracks, the applicable switching charge will be assessed against the Customer. The charges provided in this item are in addition to applicable demurrage charges and will not be absorbed in whole or in part by Subscribing Carrier.

Instructions include:

- Valid EDI Billing and/or Written Disposition
- Customs Clearance
- Any other document that prevents Subscribing Carrier from moving railcar

EMPTY IN, EMPTY OUT

3130

When an empty railcar is interchanged and put into Customer's account, and subsequently returned as an empty railcar back to interchange or to another point on Subscribing Carrier's line with no loaded movement a charge will apply.

INDUSTRIAL INTERCHANGE

3200

When an empty railcar is interchanged to Subscribing Carrier and delivered to Customer at their industry or track, and the railcar is delivered in direct connection with another Railroad, a per railcar charge will apply.

Additionally, if an empty railcar is released to Subscribing Carrier with forwarding instructions to Interchange that was originally received as a load by another Railroad with direct connection to the Customer industry or track, the Industrial Interchange fee will apply on the empty movement as provided by the forwarding instructions from the Customer.

HANDLING OF OVERLOADED RAILCARS

3210

When it is determined by the Subscribing Carrier that a railcar is loaded beyond its registered and stenciled capacity or in excess of its maximum allowable gross weight on rail as specified in the Subscribing Carrier's Rate Tariff 8000, whichever is less ("Overloaded") or improperly loaded while on the Subscribing Carrier's railway lines, the Subscribing Carrier may take any of the following measures:

- 1) Determine, on a case-by-case basis and at its sole discretion, whether the Overloaded or improperly loaded railcar may be moved safely and allowed to continue in transit; and
- 2) If the railcar requires inspection or adjustment, the Subscribing Carrier may assess additional fees and costs to the Customer if the Subscribing Carrier performs the inspection or adjustment; and
- 3) Place the railcar into Constructive Placement status until such time that the situation is remedied to the Subscribing Carrier's satisfaction and the railcar may be moved safely and allowed to continue in transit; and
- 4) At its discretion, notify the Customer that the Customer, at its sole cost and expense, shall be responsible for remedying the Overloaded or improperly loaded railcar situation

None of the determinations made or measures taken by the Subscribing Carrier shall in any way exonerate, excuse or limit the liability of the Customer to the Subscribing Carrier under the present Item.

HANDLING OF OVERLOADED RAILCARS (CONT).

3210

In addition to the measures listed above, when it is determined by the Subscribing Carrier that a railcar is Overloaded or improperly loaded regardless whether this determination is made on its railroad lines or during or subsequent to unloading, the Subscribing Carrier shall assess and the Customer shall pay the Overloaded or improperly loaded railcar charge and applicable demurrage charges as specified in the Subscribing Carrier's Rate Tariff 8000 and all costs and expenses incurred by the Subscribing Carrier associated with the delay to the railcar's movement.

If the Subscribing Carrier determines that a Customer repeatedly Overloads or improperly loads railcars, the Subscribing Carrier reserves the right, in the interest of safety, to embargo such Customer.

The Customer further agrees to indemnify and hold harmless the Subscribing Carrier, its owners, Pioneer Lines and their respective employees, officers, members, managers, and directors (the "Subscribing Carrier Indemnitees") from and against any and all claims, administrative proceedings, lawsuits and damages and agrees to reimburse the Subscribing Carrier Indemnitees for any costs, lawsuits, obligations, judgments, debts, fines, sanctions, penalties and expenses of any nature whatsoever, including reasonable attorney's fees, suffered or incurred by the Subscribing Carrier Indemnitees arising or resulting from:

- 1) Customer's Overloaded or improperly loaded railcars, or
- 2) Customer's acts, omissions or violation of any law or regulation applicable to the loading of its railcars, except to the extent proximately caused by the grossly negligent acts or omissions or willful misconduct of the Subscribing Carrier.

DIVERSION OR RECONSIGNMENT

3220

When a request is placed with the Subscribing Carrier to modify any provision or terms described below, a diversion/reconsignment charge as specified in Subscribing Carrier's Rate Tariff 8000 will apply to the party requesting the change.

- Change in the name of the Consignee
- Change in the name of the Consignor
- Change in the Destination
- Change in the Route
- Any other instruction given by the Customer affecting delivery and/or handling of affected railcar(s) after Interchange to the Subscribing Carrier's line.

Railcars stopped in transit, diverted or re-consigned may be Constructively Placed and subject to ITEM 2070, RAILCARS HELD FOR OTHER THAN LOADING/UNLOADING.

Diversion requests will be applied at the sole discretion of the Subscribing Carrier and will not be accepted for railcars that have already left Subscribing Carrier's control.

TURNING OF RAILCARS

3230

At the request of the Customer or when it is necessary to turn a railcar, in order that a railcar may be unloaded or loaded, a charge will apply to the Customer from the Subscribing Carrier.

CLOSING OR OPENING DOORS ON RAILCARS

3240

Loaded railcars will not be moved unless all doors, hatches, outlet gate doors on covered hoppers, gates and tie-down devices are secured. All applicable switch charges will apply if any subsequent trips to the Customer are necessary due to doors, etc., not being secured.

On empty or loaded railcars, when it becomes necessary for the Subscribing Carrier or its contractor, to close or open doors, hatches, gates, outlet gate doors on covered hoppers, or secure tie-down devices, charges will be assessed against the Customer releasing said railcar.

This service is provided at the convenience and discretion of the Subscribing Carrier.

WEIGHING OF RAILCARS

3250

If Subscribing Carrier has access to a scale and Customer requests railcar be weighed, a per railcar charge will be assessed, along with any applicable demurrage, switching and accessorial charges as applicable.

SWITCHING EMPTY RAILCARS FOR REPAIR

3260

A round trip charge per railcar (See Notes 1 and 2) will apply on all railcars destined to a shop facility for cleaning, lining, re-lining, maintenance, modification or repairs. This charge is applicable only on private freight cars as registered in UMLER, that arrive at a station free of line-haul charges.

NOTE 1 - Charges apply for round-trip movement from yard tracks to shop facility and return, when moving solely on the tracks of Subscribing Carrier. If Subscribing Carrier switches the railcar into the shop facility and is not the switching carrier for the eventual movement from the shop facility, then the switching charge, as named in this item, applies only on the inbound movement to the shop facility.

NOTE 2 – Unless otherwise provided on a bill of lading or in a transportation contract, the charges in this item will be assessed against and collected from the Customer ordering movement.

EXPEDITED SERVICE CHARGE

3270

Requests for service submitted to Subscribing Carrier after expiration of cut-off time will be processed by the next available day of regular scheduled service. Subscribing Carrier may honor requests for expedited service whenever feasible and at its sole discretion, subject to an additional expedited service charge.

When an advice of movement is received within prescribed time limits and Subscribing Carrier personnel receive a subsequent request for change after expiration of such limits, railcars contained within said change may be subject to the additional expedite service charges.

SECOND SWITCH CHARGE

3280

Second switching consists of the movement of railcars for the Customer from any location where such railcars are available at the Customer facility, at Interchange or held in constructive placement, storage or other retention status. Railcars are subject to charge when instruction is received to provide an additional switch or service after the first switch or service has already been performed earlier in the same day. Requests for 2nd Switches will be performed at the sole discretion of the Subscribing Carrier.

EMPTY RAILCAR SWITCHING 3290

When a Customer requests Subscribing Carrier to move an empty railcar, followed by a second empty movement but for the railcar to remain on Subscribing Carrier's line, a per railcar charge will be assessed, along with any applicable demurrage, switching and other accessorial charges as applicable.

CHERRY PICKING 3300

When a Customer has cars in a storage and/or retention status and orders movement on a single or series of railcars by specific number (i.e., commonly referred to as a Cherry Pick) such requests will be subject to charge as specified in the Subscribing Carrier's Rate Tariff 8000.

IDLER RAILCARS 3400

Idler railcars are considered loads while moving in conjunction with a loaded movement and are subject to charges as specified in Subscribing Carrier's Rate Tariff 8000.

BUFFER RAILCARS 3410

Buffer railcars are considered loads while moving in conjunction with a loaded movement and are subject to charges as specified in Subscribing Carrier's Rate Tariff 8000.

HANDLING LOCOMOTIVE OR OTHER OPERATING FREIGHT 3420

Locomotives and/or tenders moving on own wheels, but not under power, as designated with STCC 37-411-XX will be subject to the per unit/tender charge as specified in the Subscribing Carrier's Rate Tariff 8000.

Liability for loss and or damage to a unit and/or tender is limited to twenty-five thousand dollars (\$25,000) per unit and twenty-five thousand dollars (\$25,000) per tender in accordance with the terms and conditions of ITEM 1160 of this publication. If liability coverage beyond that provided herein is desired, the Subscribing Carrier must be contacted for a specific rate quote to apply prior to tendering such locomotive and/or tenders to the Subscribing Carrier for rail transportation.

SCALE TEST RAILCARS 3430

A scale test railcar is a type of railcar that is used to calibrate the weighing scales used to weigh loaded railroad cars. Subscribing Carrier must be contacted prior to receiving a scale test railcar at interchange from a connecting carrier to arrange movement to/from Customer facility and interchange.

Scale test railcars may be subject to ITEM 2070, RAILCARS HELD FOR OTHER THAN LOADING/UNLOADING.

REFUSED, RETURNED LOADED SHIPMENTS 3440

On shipments reaching destination Subscribing Carrier's line but not unloaded (for reasons other than the Subscribing Carrier's errors), Customer shall submit new loaded billing instructions to Subscribing Carrier and will be subject to applicable new loaded billing freight rates.

If railcars are held on retention tracks on Subscribing Carrier's line, railcars may be subject to ITEM 2070, RAILCARS HELD FOR OTHER THAN LOADING/UNLOADING.

HANDLING OF HEAVY, WIDE, DIMENSIONAL RAILCARS

3450

Customer must contact Subscribing Carrier and seek specific arrangements prior to Subscribing Carrier receiving railcars at Interchange bearing mechanical designation of "FW" any capacity, "FM" of 150,000 lbs. and over nominal capacity and all "FD" designations. Railcars held on Subscribing Carrier's line may be subject to ITEM 2120, DEMURRAGE ON HEAVY CAPACITY RAILCARS.

HANDLING PRIVATE RAIL PASSENGER RAILCARS

3460

Customer must contact Subscribing Carrier and seek specific arrangements prior to Subscribing Carrier receiving railcars at Interchange. Railcars may be subject to ITEM 2070, RAILCARS HELD FOR OTHER THAN LOADING/UNLOADING.

SPECIAL SWITCHING SERVICES

3470

Upon the specific request of the Customer in writing, switching may be performed outside of the Customer's regularly scheduled service plan. At Customer's request the Subscribing Carrier may provide Customer with:

- 1) A dedicated crew for up to 4- or 8-hour increments of special switching service
- 2) Railcar switching that does not require an additional crew
- 3) Provision of Special Switching Service options (1) and (2) above shall be at the discretion of the Subscribing Carrier depending upon crew availability and other railroad operating priorities. The service charge is in addition to any applicable switching or other charges specified in this publication. Charges will be assessed against the Customer requesting such service.

It is recommended Customer seeking this service provide as much advance notice to Subscribing Carrier, so that necessary arrangements can be made in order to complete the request.

SPECIAL FREIGHT TRAIN SERVICE

3480

Upon specific request of the Customer in writing, railcars may be handled in special freight train (not regular) service (See NOTE 1).

Special freight train service, when the Subscribing Carrier assigns an additional dedicated crew (for up to 4- or 8-hour increments of special freight train service), will be charged as specified and is in addition to any applicable switching or other charges included in this publication. Charges will be assessed against the Customer requesting such service.

NOTE 1. Special freight train (not regular) service is defined as:

- 1) Service accorded shipments which cannot be handled in regular train operations because of excess weight, height, width or length which necessitates handling is a special freight train
- 2) By specific instructions from the Customer
- 3) For any other reason that the Subscribing Carrier deems it operationally necessary to move the freight in special freight train (not regular) service
- 4) Provision of special freight train (not regular) service shall be at the discretion of the Subscribing Carrier depending upon crew availability and other railroad operating priorities

RECIPROCAL SWITCHING

3600

A switching movement from a plant or industry located on the Subscribing Carrier to the point of interchange with connecting carriers or vice versa, online-haul traffic. Charges will be assessed as specified in Subscribing Carrier's Rate Tariff 8000.

INTERMEDIATE SWITCHING

3610

When Subscribing Carrier performs the service of moving railcars between two other carriers at an interchange point and charges are assessed as a switch movement not a line haul charge. Charges will be assessed as specified in Subscribing Carrier's Rate Tariff 8000.

LOCAL OR RULE 11 RATES

3620

When a Customer requests that shipments be moved between two points on Subscribing Carrier track, or when shipments are interchanged as AAR Accounting Rule 11, a local or Rule 11 charge will apply per the Subscribing Carrier's Rate Tariff Series 8000 or Private Rate Agreement. Other applicable charges as specified in this publication shall apply.

MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS

3800

This charge is for the annual maintenance for each industrial switch connection between the Subscribing Carrier and owner or user of the Private/Leased track. The owner or the user of the Private/Leased Track (as determined at the sole discretion of the Subscribing Carrier) will pay the charge to the Subscribing Carrier.

The charge does not apply if the Industrial Track Agreement or Lease Track Agreement (between the user of the Lease Track and the Subscribing Carrier) specifies charge(s) for maintaining the switch connection(s) to the Private/Leased Track.

The charge does not apply if the owner or the user of the Private/Leased Track, which is served by the industrial switch connection, requests the Subscribing Carrier to remove the industrial switch connection before the payable date of the charge.

The charge is payable within fifteen (15) calendar days from the date of the Subscribing Carrier's invoice to the owner or user of the Private/Leased Track and must be paid annually for each succeeding year.

SECTION 4: HAZARDOUS MATERIALS AND TIH/PIH PROCEDURES AND DEFINITIONS

TIH/PIH COMMODITIES

4000

A list of applicable STCC numbers is shown below. TIH/PIH: Toxic Inhalation Hazard/Poisonous Inhalation Hazard

STCC	STCC	STCC	STCC	STCC	STCC	STCC
4821019	4920167	4920323	4920398	4921010	4921402	4927010
4821261	4920173	4920324	4920399	4921015	4921404	4927011
4821722	4920174	4920325	4920502	4921016	4921405	4927012
4830030	4920175	4920331	4920503	4921019	4921413	4927014
4904210	4920178	4920337	4920504	4921020	4921414	4927018
4904211	4920180	4920342	4920505	4921021	4921420	4927019
4904879	4920181	4920343	4920508	4921028	4921438	4927020
4907409	4920183	4920344	4920509	4921063	4921473	4927021
4907434	4920184	4920346	4920510	4921064	4921487	4927022
4909306	4920187	4920347	4920511	4921202	4921495	4927023
4909307	4920188	4920348	4920513	4921207	4921497	4927024
4910370	4920189	4920349	4920515	4921211	4921558	4927025
4916138	4920195	4920351	4920516	4921213	4921587	4927026
4918180	4920196	4920352	4920517	4921216	4921695	4927027
4918505	4920301	4920353	4920518	4921234	4921722	4927028
4918507	4920302	4920354	4920522	4921237	4921727	4927030
4920102	4920303	4920355	4920523	4921239	4921730	4927095
4920103	4920304	4920356	4920525	4921245	4921741	4927096
4920104	4920305	4920357	4920526	4921248	4921742	4927097
4920105	4920306	4920359	4920527	4921251	4921744	4927098
4920106	4920307	4920360	4920528	4921252	4921745	4927099
4920107	4920308	4920368	4920530	4921254	4921746	4930024
4920108	4920309	4920369	4920531	4921255	4921756	4930030
4920110	4920310	4920371	4920534	4921256	4923113	4930050
4920111	4920311	4920373	4920535	4921261	4923117	4930204
4920112	4920312	4920375	4920536	4921262	4923209	4930260
4920113	4920313	4920378	4920547	4921263	4923298	4931201
4920115	4920314	4920379	4920550	4921264	4927001	4932010
4920116	4920315	4920380	4920556	4921270	4927002	4932352
4920117	4920316	4920381	4920559	4921271	4927003	4932385
4920118	4920317	4920382	4920570	4921272	4927004	4933327
4920122	4920318	4920383	4920571	4921273	4927005	4935231
4920135	4920319	4920392	4920715	4921275	4927006	4936110
4920160	4920320	4920394	4921004	4921278	4927007	4936565
4920164	4920321	4920395	4921008	4921304	4927008	
4920165	4920322	4920396	4921009	4921401	4927009	

Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof. Explosives are defined as Class A, B, and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series.

Customers are required to accept delivery of carload traffic of Hazardous Materials within 48 hours after notice of arrival has been sent or given to the Consignee. Customers that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of railcars. Subscribing Carriers do not hold themselves out to provide storage of railcars containing Hazardous Materials.

For the purpose of this publication, the term "Loss" shall mean any loss, injury, or damage which arises out of transloading, unloading and loading, transportation or disposition (including treatment, storage or disposal) of the Hazardous Materials, including, but not limited to, loss or damage to property (including, without limitation, the property of either of the Customer or Subscribing Carrier) or to natural resources; injury or death of any person or persons (including, without limitation, employees of Subscribing Carrier); claims, liabilities, damages, fines or penalties; costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, state or local laws and regulations; fees including, but not limited to, attorney, consultant, and expert witness fees; and costs of investigation.

For greater certainty but without limitation to the foregoing, the Subscribing Carrier's liability for any delay, loss or damage to Dangerous Goods to the exclusions, limits and defenses set out in ITEM 1160 of this publication.

Customer hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents and employees, from and against any and all claims, demands, liabilities and lawsuits brought by any third party or governmental agency under any theory of law against Subscribing Carrier seeking to hold Subscribing Carrier liable for any Loss to the extent that the Loss is caused by Customer's act or omission, or act or omission of Customer's own Customer or contractor, Customer's violation of any law or regulation, Customer's failure to accept delivery, or Customer's breach of any other requirement including, but not limited to, Customer's failure to provide proper identification of the Hazardous Materials to be transported, whether or not Customer relied on other parties for said identification, unless Subscribing Carrier's act or omission, violation of law or regulation, or breach of any requirement of this publication contributed to the Loss.

Customer hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents, and employees from and against any claim for Loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of hazardous waste product by Customer, another rail carrier, or contractor, or other transporter designated by Customer, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by Customer.

Customer shall, regardless of the cause, be fully liable for and shall indemnify Subscribing Carrier, its officers, agents, and employees against any Loss to the extent and only to the extent that such Loss or any portion of such Loss is attributable to the release or spill of a hazardous material which is not identified on the bill of lading or manifest.

Customer shall indemnify and hold harmless Subscribing Carrier and the actual owners of equipment used hereunder from and against any and all liability for Loss resulting from future use of or exposure to the equipment where such Loss arises from Customer's failure or negligence in inspecting and/or decontaminating equipment prior to release to Subscribing Carrier or delivering railroad or motor carrier.

HAZARDOUS MATERIALS: LOSS AND DAMAGE (CONT)

4010

Knowledge on the part of one party of any violation of any terms of this publication by the other party shall constitute neither negligence nor acquiescence in such violation and shall in no event relieve either party of any of the responsibilities and indemnity obligations assumed in this publication.

References to Subscribing Carrier and Customer as used in this publication shall include the officers, agents and employees of Subscribing Carrier and Customer. Customer and Subscribing Carrier further agree that each and all of its indemnity commitments in this publication shall extend to and include the parent and all subsidiary and affiliated companies of Customer and Subscribing Carrier and their respective officers, agents and employees.

In the event of a conflict between provisions in this ITEM 4010 and the provisions contained in ITEM 4020 of this publication the provisions in ITEM 4020 shall govern.

HAZARDOUS MATERIAL AND TIH/PIH LIABILITY

4020

Customers will be liable for all Federal, State, Local penalties or fines which may be assessed for the holding of railcars containing Hazardous Material or TIH/PIH on railroad controlled tracks and shall be jointly and severally liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the Customer/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of Subscribing Carrier due to the inability of the Customer to receive equipment or provide proper forwarding instructions, unless it can be proven that the Subscribing Carrier's gross negligence was the cause of same. Customers will be responsible for any cost incurred by Subscribing Carrier for providing protection or surveillance of any commodity provided in this Item while held on Subscribing Carrier property.

EXPLOSIVES AND DANGEROUS ARTICLES

4030

For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see the AAR BOE 6000-Series Tariff.

PROCEDURE ON UNSAFE OR IMPROPERLY LOADED HAZ/TIH/PIH RAILCARS

4040

When a railcar is deemed unsafe based on the criteria in the bullet points below, a penalty of \$10,000 may be assessed to the Customer:

- A railcar is overloaded, imbalanced or has a shifted load
- A railcar is spilling, leaking, or dusting
- A railcar containing Hazardous Material or TIH/PIH commodities or residue is identified moving on the Subscribing Carrier's line for which shipping instructions were not regulatory compliant.
- A railcar containing a load that is mislabeled or loads not in compliance with FRA or PHMSA.

PROCEDURE ON ANY MAJOR ADJUSTMENT

4050

When Subscribing Carrier provides any of the following tasks to a Hazardous Material or TIH/PIH railcar, a charge equating to actual cost plus 25% (minimum \$1,000) will be assessed to the party requesting or requiring these services:

- A railcar needs readjusting, reducing, loading, or unloading of a shipment.
- Repair or cleaning equipment, or clean-up of leaked/spilled materials
- Applying sprays or suppressants to the shipment or contents

PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY

4060

Where at Subscribing Carrier's sole discretion, safe railway operations are not possible because of an extreme condition such as, but not limited to, the conditions below, train service will be suspended, and all applicable demurrage charges will continue to accrue until condition is rectified to the satisfaction of Subscribing Carrier's safety/environmental staff.

Condition or practice likely to cause permanent disability, loss of life or body part and/or extensive loss of structure, equipment or material, or repeated/or multiple unresolved conditions or practices that may have a safe work-around.

SECTION 5: HEAVY WIDE DIMENSIONAL CLEARANCE PROCEDURES

GENERAL INSTRUCTIONS

5000

These procedures establish instructions governing the movement of shipments in excess of Plate C dimensions and/or weighing in excess of applicable Subscribing Carrier's ITEM 1120, MAXIMUM ALLOWABLE GROSS WEIGHT ON RAIL. It applies to all Subscribing Carrier railroads and affiliates.

Shipments weighing in excess of Subscribing Carrier's ITEM 1120, MAXIMUM ALLOWABLE GROSS WEIGHT ON RAIL require that the route over which the load is to move be checked prior to movement to determine if the roadbed and structures have sufficient capacity to safely carry the load at the timetable speed authorized for the route.

Shipments in excess of Plate C dimensions require that the route over which the load is to move be checked prior to movement to determine if there is sufficient horizontal and vertical clearance to pass the load. Movements of standard equipment with larger plate dimension on routes cleared for those plates are exempt from this clearance requirement.

The Subscribing Carrier General Manager, or designee, where the excess dimension / excess weight load will originate, terminate or traverse is the point of contact for initiating all required clearance files.

In the case of the loads originating on Subscribing Carrier, the Connecting Class I carrier is responsible for ensuring the clearance request is generated based upon the Customer's information. This clearance request must be provided to each railroad along the proposed route and the movement cannot be authorized until each clearance request is answered and approved.

If the Customer has already established clearance procedures with another servicing road in the route, these procedures can continue to be used. The review and approval by the Clearance Bureau is still needed prior to movement.

In the case of loads terminating on or traversing over Subscribing Carrier tracks, the receiving road is responsible for processing the inbound clearance request to the Clearance Bureau. The movement cannot be accepted at interchange until the clearance is approved by the Clearance Bureau.

All clearance related correspondence should be channeled through the customer.service@pioneerlines.com organizational mailbox to ensure proper handling by those assigned responsibility for this function.

SPECIAL RAILCAR RESTRICTIONS

5010

Any shipment loaded (or) proposed which exceed any of the following criteria is a dimensional load requiring clearance approval.

- Exceeds 17 ft. high above the rail, "Plate F"
- Overhangs: side(s) and/or end(s) of the railcar
- Any shipment which requires the use of an idler car(s)
- Weight not to exceed tariff limits
- Requires the use of heavy duty and/or specialized equipment
- Any shipment having a combined center of gravity greater than 98 inches above the rail

CLEARANCE RESTRICTIONS

5020

As a common point of reference, The General Tariff 5000 and the Subscribing Carrier's Rate Tariff 8000 for each Subscribing Carrier property shall contain its published weight limit and clearance information. This information can be published at the railroad or subdivision level.

Where this information is not published in the Subscribing Carrier's Rate Tariff, this clearance policy and its appendices are the source document for line clearance. Weight limits published in excess of 263,000 lbs. must be approved by the Subscribing Carrier and justified by one of the following source documents as approved by the Office of Corporate Development/Engineering:

- A current bridge rating demonstrating capacity sufficient for the intended railcar weights for each of the structures on the route
- A copy of the predecessor railroad's bridge roster that contains bridge rating information demonstrating capacity sufficient for the intended railcar weights at the time of transfer
- A copy of the predecessor railroad's timetable or tariff information showing the route clearance at the time of transfer

CLEARANCE BUREAU CONTACT INFORMATION

5030

Questions pertaining to Subscribing Carrier's Clearance Procedures shall be forwarded to the Clearance Bureau for handling and approval:

Pioneer Lines

ATTN: Clearance Bureau

5619 DTC Parkway, Suite 650

Greenwood Village, CO 80111

Email: customer.service@pioneerlines.com

Phone: 309.248.0695

Abbreviations	Explanation
AAR	Association of American Railroads
BNSF	BNSF Railway Company
BOE	Bureau of Explosives
CFR	Code of Federal Regulations
CSXT	CSX Transportation
FT	Freight Tariff
NS	Norfolk Southern Railway
OPSL	Official Railroad Station List
RER	Railway Equipment Register
STB	Surface Transportation Board
STCC	Standard Transportation
UFC	Uniform Freight Classification
UP	Union Pacific Railroad Company
Reference Mark	Explanation
[A]	Addition
[C]	Denotes Change
[D]	Cancelled
[I]	Increase
[R]	Reduction/Decrease



CREDIT APPLICATION FOR TRANSPORTATION CHARGES

The undersigned (hereinafter "Applicant") hereby applies for the extension of credit to it by Pioneer Railroad Service, Inc. ("PRC") as agent for Pioneer Lines and all its operating rail transportation subsidiaries and its railroad switching entities (hereinafter collectively "PRC Carriers") with regard to the payment of freight, per diem, demurrage, and any other charges which Applicant may incur and owe to any PRC Carrier. **Application must be signed and completed in its entirety.** Please print or type in English.

Name of Applicant _____ Phone Number _____
Physical Address _____ Fax Number _____
City, State, Zip Code _____ DUNS Number _____
State of Incorporation: _____ Federal I.D. #: _____
Type of Organization: ___Corporation___ Partnership___ Limited Partnership ___Proprietorship
Date Business Started: ___/___/___ Nature of Business: _____
Annual Sales \$: _____ Commodity being transported: _____

*** Please furnish a copy of the latest audited financial statements***

Preferred method of payment: ___Wire Transfer___ Company Check ___EFT (ACH)___ Cashier/Certified Check
Accounts Payable Contact: _____ Email Address: _____
Amount of credit requested \$ (within 15-day period): _____

BANK REFERENCES:

Bank Name: _____
Address: _____ Account#: _____
Contact: _____ Phone #: _____ Email: _____

CREDIT REFERENCES:

1) Business Name: _____
Address: _____ Type of Account: _____
Contact: _____ Phone #: _____ Email: _____

2) Business Name: _____

Address: _____ Type of Account: _____

Contact: _____ Phone #: _____ Email: _____

3) Business Name: _____

Address: _____ Type of Account: _____

Contact: _____ Phone #: _____ Email: _____

4) Business Name: _____

Address: _____ Type of Account: _____

Contact: _____ Phone #: _____ Email: _____

Applicant agrees to comply with all United States Government Code of Federal regulations, credit regulations, and all terms and conditions governing the extension of credit by PRC Carriers. Compliance with these terms and conditions is a requirement for the extension and continued extension of credit to any Applicant.

TERMS OF SALE, INCLUDING TERMS OF PAYMENT AND CHARGES, FOR EACH PURCHASE ARE AGREED AS FOLLOWS: Payment in full for all undisputed charges billed by PRC Carriers will be received within 15 days for freight invoices, demurrage and other accessorial invoices. It is understood that if credit is extended on behalf of any or all PRC Carrier(s), it is granted only as a convenience to Applicant and any or all PRC Carrier(s) may, at its discretion, suspend Applicant's credit.

Invoices not paid per credit terms are subject to a 10% late fee on the outstanding balance of any charge that is not received by Subscribing Carrier. The late fee is assessed in addition to the finance charge outlined below and will not apply against any disputed charge found by Subscribing Carrier to have been incorrectly billed.

Subscribing Carriers may assess a finance charge of 12% per year (1% per month) (or a fraction thereof) on charges that are not received by Subscribing Carrier when due. The finance charge will not apply against disputed charges that are found to have been billed incorrectly. Finance charges will, however, be assessed if a corrected invoice is not paid within terms of the date of that corrected invoice. Finance charges will be assessed on the unpaid balance of any charge from the first day following the due date through the date of receipt of payment in full and may be billed monthly.

The Subscribing carrier's policies on finance charges and late payment fees are designed to comply with usury laws. If either charge, or the combination of finance charge and late fees, exceeds allowable limits, then the applicable rate(s) will be automatically reduced to the maximum allowed.

If Subscribing Carrier, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and Subscribing Carrier is successful in collecting such charges, Customers shall reimburse Subscribing Carrier for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

Either party may cancel this credit Agreement at any time for any reason, upon notice to the other party. Notice may be written, electronic, or oral if confirmed in writing or electronically, at the place of business noted herein.

Applicant represents that the information submitted is true and accurate and will be updated by Applicant to keep it so. Applicant further understands that any incomplete, incorrect or misleading information shall serve as a basis for immediate revocation of any credit extended to Applicant.

The undersigned hereby authorizes PRC Carriers to secure from any credit reference or other company or banking institution any information concerning the Applicant's financial or credit status and permits any such company to release that information to PRC Carriers.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS, AND HEREBY AGREE TO THEM:

Applicant's Name: _____ **Title:** _____

Applicant's Signature: _____ **Date:** _____

CREDIT DEPARTMENT USE ONLY

Date: _____

Line of Credit: Approved / Denied Amount \$: _____

Comments: _____



PIONEER RAILCORP INVOICE DISPUTE FORM
(Subject to charges as per General Freight Tariff 5000)

Please send the completed form:

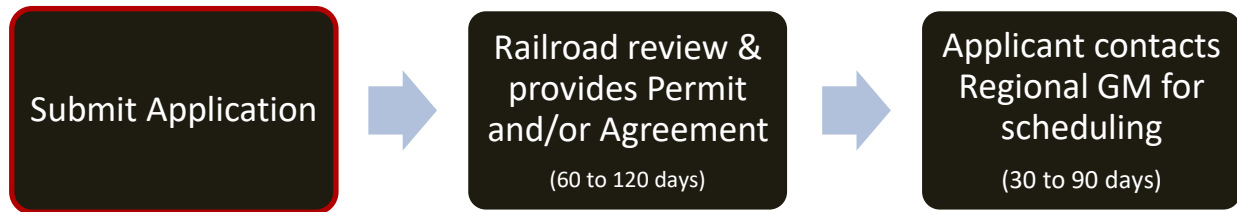
Email: customer.service@pioneerlines.com

Fax: (800) 554-7329

INVOICE PARTY NAME:	
INVOICE PARTY ADDRESS:	
INVOICE NUMBER:	
LEASE NUMBER:	
ORIGINAL INVOICE AMOUNT:	
DISPUTE AMOUNT:	
DISPUTE STATUS: (circle one)	FULL AMOUNT, PARTIAL AMOUNT, OTHER
INVOICE SERVICE TYPE: (circle one or more)	FREIGHT, SWITCHING, DEMURRAGE, STORAGE, TRANSLOAD, REAL ESTATE, CAR REPAIR, OTHER
DISPUTE REASON: (circle one)	RATE, SERVICE, TERMS, BILLING ERROR, OTHER
RAILROAD:	
RAILCAR NUMBERS: (in dispute / if applicable)	
BRIEF DESCRIPTION	
RETURN CONTACT INFO Name: Email: Phone:	



RIGHT OF ENTRY PROCESS



Project Type

A Right of Entry application is required for the following projects:

1. **Crossing & Facility Installations** – new, upgrade, and modification to existing facilities
 - Wirelines (electric, fiber, cable, etc.)
 - Pipelines (water, sewer, gas, culverts, etc.)
 - Vehicular and pedestrian crossing

3. **Tower & Signboard Installations** – new, upgrade, and modification to existing facilities
 - Cellular/Wireless
 - Co-location requests

4. **Temporary Access**
 - Surveys
 - Existing facilities with Agreement involving minor inspection/maintenance activities
 - Ingress/Egress (short term over non-operating property)
 - Inspection (bridges, roads, etc.)
 - Monitoring wells or soil boring or sampling
 - Oversized equipment move over operating track and/or property
 - Property remediation
 - Environmental Investigation

For any project not described above, please contact railroad (see Contact Us) to discuss feasibility of the project.
For fees associated with Applications, see Fee Schedule.



Design Requirements

All projects should be designed and constructed in accordance with the American Railway of Engineering and Maintenance of Way Association (AREMA) standards. Further, projects should be designed so that rail operations and facilities are not interfered with, interrupted or endangered. In addition, proposed facilities should be located to minimize encumbrance to the corridor so that the railroad will have unrestricted use of its corridor for current and future operations.

All projects involving installation, or maintenance to, Wirelines, Pipelines and Towers are subject to Engineering Review.

For fees associated with Engineering Review, see Fee Schedule.

Agreements/Permits

All projects within railroad corridor and other railroad property must be reviewed and approved, including installations within the public road rights-of-way. Once approved, the applicant will receive a Permit for Right of Entry. If the project involves a permanent wireline, pipeline or tower, the applicant will also receive a License Agreement.

To access railroad property to perform activities related to an existing facility, please review the existing agreement verbiage to determine which application to submit.

For fees associated with obtaining a copy of an agreement, see Fee Schedule.

Construction Activities

The safety of railroad operations is of paramount importance. Once applicants receive an Agreement or Permit, the applicant must contact the Regional General Manager for scheduling. Each project is reviewed by the railroad independently to determine, in its sole discretion, the need for 1) protection services (flagging), 2) construction manager services, and 3) On-Track Worker Safety Training.

For fees associated with construction activity services, if required, see Fee Schedule.

Insurance

The following Insurance coverage must be provided prior to any entry or project activity within the railroad corridor:

Commercial General Liability Insurance. CGL shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000. Coverage must be purchased on a post-1998 ISO occurrence form or equivalent and include coverage for, but not limited to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire Legal Liability
- Products and Completed Operations
- Contractual Liability



The policy shall contain the following endorsements (or appropriate alternate language) on the Certificate of Insurance:

- Employer's liability or workers' compensation related exclusions in the policy shall apply only to employees of the Named Insured and shall not apply to Railroad employees.
- The definition of "insured contract" shall be amended to remove any exclusion or other limitation for work being done within 50 feet of railroad property
- A Waiver of Subrogation
- Additional Insured endorsement in favor of Railroad
- Separation of Insureds
- That policy shall be primary and non-contributing with respect to any insurance carried by the Railroad
- The policy shall contain no exclusion for subcontractors

Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Any and all vehicles owned, used or hired

Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited, to the following:

- Statutory liability (Part A) under the workers' compensation laws of the state(s) in which the work is to be performed
- Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 by disease policy limit, \$500,000 by disease each employee

The fact that insurance is obtained by Applicant shall not be deemed to release or diminish Applicant's liability, including, without limitation, liability under the indemnity provisions of the Permit. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.



Contact Us

5619 DTC Pkwy, Suite 650
Greenwood Village, CO 80111
(309) 697-1400
realestate@pioneerlines.com

Application fees should be sent to: 75 Remittance Dr., Dept. 4648, Chicago, IL 60675-4648

Fee Schedule

See <https://pioneerlines.com/realestate/> for a complete list of applications and requirements.

ROE Application Fee	\$3,750 (contact us if only an Engineering Review is needed)
Construction Manager Fee	\$1,500/day
On-Track Worker Safety Training	Varies
Expedite Fee	\$2,000
Copy of Agreement	\$50
Copy of Valuation Map	\$100
Flagging Fees	Varies