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# CSX

# INTERMODAL

SERVICE DIRECTORY No. 1
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Covering

Contractual Terms for Trailer and Container-On-Flat Car and Other  
Transportation Services

Arranged or Provided by CSX Intermodal, Inc.

**Notice:**

**This Directory's services and terms may be changed without notice. Shippers are advised that the services and terms in effect in this Directory on the date of shipment govern, and therefore are advised to obtain the version of this Directory in effect on the date of the Shipment.**

This Directory is issued by, and current editions  
and supplements can be obtained from:

Director Commercial Administration  
CSX Intermodal, Inc.  
301 West Bay Street, 20<sup>th</sup> Floor,  
Jacksonville, FL 32202  
(904) 633-1133

Current copies can also be obtained at our web site  
[http://www.csxi.com/content/dsp\\_serdir1.pdf](http://www.csxi.com/content/dsp_serdir1.pdf)

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**SECTION I-GENERAL SERVICES**

The contractual terms and conditions in Section I govern all services provided by CSXI.

**ITEM 10. INTRODUCTION, GENERAL TERMS, AND INTERPRETATION**

a) INTRODUCTION

This Directory sets forth the contractual terms and conditions under which CSXI will arrange or provide certain intermodal and other transportation services. These services may include motor carriage, Container or Trailer on flat car rail services as specified in the Plans set forth in Item 60 herein or otherwise, and terminal services.

b) SHIPPER'S AGENT

CSXI acts as a shipper's agent in arranging transportation services for Shippers, except with respect to certain terminal services and motor carrier services provided by CSXI. CSXI, as a shipper's agent, shall have no responsibilities or obligations to a Shipper other than those set forth in its applicable Directories, an SPQ, or other CSXI Contract.

c) EXEMPT/CONTRACT MOTOR CARRIAGE

CSXI, through its Trucking Operations Division or Contract Motor Carriers, provides Drayage consistent with the Plans as well as other motor carriage services by CSXI Contract. Drayage provided in Terminal areas or between Terminals is exempt from the Interstate Commerce Act under 49 U.S.C. Section 13503 and is therefore governed wholly by the terms and conditions of CSXI's applicable Directories, an SPQ or other CSXI Contract. If motor carriage is provided by CSXI outside of a Terminal area exempt zone, CSXI and Shipper agree that such services shall be contract carriage provided in accordance with 49 U.S.C. Section 14101 (b)(1), agree to waive their rights and remedies as provided under that Section, and agree that the requested motor carriage is subject only to the terms of CSXI's Directories, a relevant SPQ, or other associated CSXI Contract.

d) COVERAGE OF DIRECTORY

The terms and conditions in this Directory shall apply to all Shipments as to which CSXI arranges or provides transportation services. By tendering a Shipment to CSXI for transportation services, the Shipper shall be conclusively presumed to have agreed to this Directory's terms and conditions, even in the absence of an executed agreement between Shipper and CSXI. In doing so, Shipper represents and warrants that it is the agent of the Consignee and beneficial owner of the Shipment, and of every other person or entity having an interest in the Cargo, to the extent necessary to bind them to the terms of this Directory and of any associated CSXI Contract covering the Shipment, including but not limited to the limitations on liability for loss or damage to Cargo and Vehicles, and that they are so bound.

e) PRICES OF SERVICES

Prices for CSXI's services are published in CSXI pricing Directories, Simplified Pricing Agreements or established by SPQ or other CSXI Contract. All Prices, except contract pricing, may be increased, amended, or canceled on five (5) day's written notice. Changes to surcharge may be made as to CSXI Directories, Agreements, SPQ's and other CSXI contracts on five (5) day's written notice

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f) MODIFICATION OF TERMS

The terms of this Directory may be changed by CSXI without notice and may be modified through an SPQ or other CSXI Contract between CSXI and Shipper. In the event of conflict between the terms in this Directory and such other contract, the conflicting terms of that contract will control.

g) INTERPRETATION/MISCELLANEOUS

This Directory and the contractual terms and conditions it establishes will be interpreted according to the laws of the State of Florida. Although this Directory is printed in a format prepared by CSXI, it is the intention of the parties to a Shipment that the provisions of this Directory be fairly interpreted, and not construed against CSXI. If any provision in this Directory is determined by a court of law to be illegal or unenforceable, the remaining provisions shall remain in full force and effect, and binding upon the Shipper and CSXI. Time is of the essence with respect to the filing of claims or legal proceedings as provided for in this Directory. A failure by CSXI to enforce a provision of this Directory shall not constitute a waiver of that provision in the future.

**ITEM 20. DEFINITION OF TERMS**

AAR-	Association of American Railroads.
Bladder Bag Packaging -	Bulk bladder shipment, i.e. Flexi-tanks.
Bogie or Chassis -	A wheeled underframe for attachment to a Container, with a device for coupling to a self-powered tractor for movement over the highway.
Cargo -	The freight within or contents of a Vehicle.
Carrier Vehicle -	A rail carrier owned, leased or controlled Vehicle.
COFC -	A Container mounted flush on a railroad flat car or double stack car.
Consignee -	The receiver of a Shipment.
Container -	A Cargo vehicle equipped with devices to enable ready attachment to a Bogie or Chassis.
Contract Motor Carrier -	A motor carrier hired by CSXI to perform contract drayage of a Shipment.
Crosstown -	A truck or rail movement of a Vehicle between one Terminal and another.
CSXI -	CSX Intermodal, Inc.
CSXI Contract -	A contract between CSXI and a Shipper for services generally incorporating this Directory's terms in whole or in part. An SPQ is a type of CSXI Contract.
CSXI Vehicle-	A CSXI owned, leased or controlled Vehicle.

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Directory -	A document published by CSXI from time to time specifying the terms and conditions under which CSXI offers transportation services and/or a collection of prices for such services.		
Double Stack Car-	A railroad car on which two Containers can be mounted one above the other.		
Drayage -	The truck portion of an intermodal movement.		
Drop (or Dropped) -	Leaving a Vehicle at or near the Shipper or Consignee's premises at a designated location.		
FEC-	Florida East Coast Railway Co.		
Gross Weight -	Total weight of Vehicle including Cargo.		
Ground -	The removal of a Vehicle from a rail car and placement onto the ground.		
Hazardous Materials Regulation -	The Code of Federal Regulation (CFR) Title 49, parts 100 through 180		
Holidays -	New Years Day	Independence Day	Christmas Eve Day
	Presidents Day	Labor Day	Christmas Day
	Good Friday	Thanksgiving Day	New Year's Eve Day
	Memorial Day	Day After Thanksgiving	
Interchange -	The transfer of possession of and responsibility for a Vehicle to or from another party.		
Intermodal Service -	TOFC or COFC transportation of a Vehicle between Terminals, and/or motor carriage between a Shipper's premises and a Terminal, between Terminals, and between a destination Terminal and the Consignee's premises.		
Lift -	The placement of a Vehicle onto or off a rail car, chassis or the ground.		
Markings -	Required information, including the proper shipping name and the identification number, on the outside of Vehicles that contain certain types and quantities of Hazardous Material regulated under the Hazardous Materials Regulations.		
Notification -	Notice to the Notify Party or, if the Notify Party is unavailable and at CSXI's discretion and election, to the Shipper or the Consignee, which commences the process of Vehicle pick-up and Vehicle Interchange. Notification may be by telephone, electronic data interchange, facsimile transmission or other appropriate means. Notification shall be effective at the time made by the initiating party or upon the good faith attempt and failure to reach the Notify Party.		
Notify Party -	The person or entity designated in the shipping documents to receive notification that a shipment is available to be picked up from a Terminal.		
Package -	Each individual shipping unit protecting the Cargo within a Vehicle.		

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Placards -	An enlarged label containing required information used on the sides and ends of Vehicles, the placement and contents of which are regulated under the Hazardous Materials Regulations. This is not to be confused with placards required by the Department of Transportation to identify the motor carrier operating a tractor.
Plan -	A type of Intermodal Service, generally described in Item 60.
Private Motor Carrier -	A motor carrier hired by a Shipper, Consignee or beneficial owner to perform drayage of a shipment.
Reconsignment -	Delivery of a Vehicle to a point where it was not intended to go at the time of original Shipment.
Salvage -	The sale of damaged Cargo in mitigation of damages.
Shipment -	A loaded or empty Vehicle tendered for transportation between one origin and one destination.
Shipper -	The person or entity contracting to engage the services of CSXI with respect to a Shipment, the Consignee, the beneficial owner, and any other person or entity having an interest in the Cargo.
Shipper Vehicle -	A Vehicle other than a Carrier Vehicle or a CSXI Vehicle.
SPQ -	A quotation by CSXI of a special price or of different or additional contractual terms generated with respect to a Shipment made at the request of a qualifying Shipper.
Stay-with -	A type of truck service where the driver remains at the Shipper's or Consignee's facility while the Vehicle is loaded or unloaded.
Stop-off -	A Drayage that includes at least two points where Cargo is picked up or delivered to more than one dock or location by the same Vehicle.
Tariff BOE 6000 -	Department of Transportation, Bureau of Explosives, Tariff No. BOE-6000 Series and associated regulations and materials, which includes the Hazardous Materials Regulations officially known as the Code of Federal Regulations (CFR) Title 49, parts 100 through 180.
Terminal (or Ramp) -	A facility for the Interchange and handling of Vehicles.
TOFC -	A Trailer on a railroad flat car.
Trailer -	A Cargo vehicle equipped with a permanent undercarriage or wheel assembly, or a Container mounted on a Bogie or Chassis, with a device for coupling to a self-powered tractor for movement.
Trucking Operations -	The motor carrier division of CSXI.

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Division	
UFC -	Uniform Freight Classification.
UIIA -	Uniform Intermodal Interchange and Facilities Access Agreement. The standardized equipment interchange contract required for non contract Motor Carriers to haul rail controlled equipment.
Underlying Carrier-	A railroad or Contract Motor Carrier engaged by CSXI to provide a transportation service.
Vehicle -	A Trailer or Container with or without Bogie or Chassis attached.
Zone A -	Locations in AR, IA, IL, IN, KS, KY, MI, MN, MO, ND, NE, OK, SD, TN or WI.
Zone B -	Locations in AL, CO, FL, GA, LA, MS, NC, NM, SC, TX, WY, Canada or Mexico.
Zone C -	Locations in AZ, CA, ID, MT, NV, OR, UT or WA.

**ITEM 35. OTHER TRANSPORTATION DOCUMENTS**

Should any Shipment be tendered with other documents, such as the Uniform Bill of Lading, a motor carrier bill of lading, a Shipper bill of lading, or the like, regardless of whether they have been signed by CSXI or its agent, those documents will serve solely, if they have any purpose, as a receipt indicating the transfer of the Shipment, and their terms will not govern the services arranged or provided by CSXI. In no event will such a document serve as verification by CSXI of the nature, number or volume of the content of a Shipment.

**ITEM 40. CSXI TERMINAL LOCATIONS**

CSXI offers certain services at the following Terminal locations:

<u>CSXI Terminal Locations</u>	<u>Address</u>
Atlanta	173 Boulevard (Off I-20), Atlanta, GA
Baltimore	Seagirt ICTF-4801 Keith Avenue, Baltimore, MD
Blount Island	Blount Island, Jacksonville, FL
Boston	100 Cambridge Street, Alston, MA
Buffalo	1250 Williams Street, Buffalo, NY
Charleston	4201 Meeting Street, Charleston, SC
Charleston (P.U.C.)	Port Utility Commission, Charleston, SC
Charleston (SC.P.A.)	South Carolina Port Authority, Charleston, SC
Charlotte	5430 Hovis Road, Charlotte, NC
Chambersburg	700 Kriner Road, Chambersburg, PA
Chicago 59 <sup>th</sup> St	2101 W. 59 <sup>th</sup> St., Chicago, IL
Chicago Bedford Park	7000 W. 71st St., Chicago, IL
Cincinnati	2149 Western Ave., Cincinnati, OH
Cleveland	14608 Darwin Ave., Cleveland, OH
Columbus	2351 West Belt Dr., Columbus, OH

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Detroit	6750 Dix Ave., Detroit, MI
East St. Louis	3900 Rose Lake Road, East St. Louis, IL
Elizabeth Marine Term.	Bay Ave, Elizabeth, NJ
Evansville	2710 Dixie Flyer Drive, Evansville, IN
Fairburn	6700 McLarin Road, Fairburn, GA
Indianapolis	2439 Dan Jones Rd., Plainfield, IN
Jacksonville	5902 Sportsman Club Rd., Jacksonville, FL
Kansas City	KCS Ramp, 5701 E. Gardner St., Kansas City, MO
Little Ferry	2200 83 <sup>rd</sup> St., North Bergen, NJ
Louisville	c/o Kentucky Container Ser., 1101 Rowan St., Louisville, KY
Marysville	20500 State Route 739, Raymond, OH
Memphis	590 Alcy Road, Memphis, TN
Mobile (Note A)	End of Industrial Canal, Mobile, AL
Mobile (State Docks)	Alabama State Docks, Mobile, AL
Nashville	3086 Sidco Drive, Nashville, TN
New Orleans	7801 Almonaster Blvd, New Orleans, LA
New York Container Term	300 Western Avenue, Staten Island, NY
North Bergen	6201 Tonnelle Ave., North Bergen, NJ
Orlando	8850 Atlantic Avenue, Orlando, FL
Palmer	1 Wilbraham St., Palmer, MA
Philadelphia - Greenwich	3400 South Christopher Columbus Blvd, Philadelphia, PA
Portsmouth	1 Harper Avenue, Portsmouth, VA
Port Newark Container Term	241 Calcutta St, Newark, NJ
San Diego	1379 La Media Road, San Diego, Ca 92154
Savannah	3000 Tremont Rd., Savannah, GA
Savannah (G.P.A.)	Georgia Port Authority, Savannah, GA
South Kearny	700 Old Fish House Rd., South Kearny, NJ
Springfield	151 Day Street West, Springfield, MA
Stackbridge (PW)	448 Southbridge St., Worcester, MA
Syracuse	Freemont & Central Ave., E. Syracuse, NY
Talleyrand	Talleyrand, Jacksonville, FL
Tampa	62nd St. & 8th Ave., Tampa, FL
Waterville	55 College Ave., Waterville, ME
Wilmington (Note B)	North Carolina Port Authority, Wilmington, NC
Worcester	271 Franklin Street, Worcester, MA

NOTE A - Chassis must be available when Container is grounded.

NOTE B - All prices covering service to or from Wilmington, NC will only apply on Cargo either originating or terminating at the Port of Wilmington.

UP Terminal Locations

Address

Avondale, La	Avondale Garden, La 70094
Armourdale, KS.	1948 Bayard St., Kansas City, KS
Barbours Cut, TX.	515 E. Barbours Cut Blvd., La Porte, TX
Chicago, IL (Global I)	1425 S. Western Ave., Chicago, IL
Chicago, IL (Global II)	301 W. Lake St., Northlake, IL
City of Industry, CA	Stimson Ave., City of Industry, CA
Dallas, TX.	4425 Forney St., Mesquite, TX

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Denver, CO.	1851 40 <sup>th</sup> Ave., Denver, CO
Dupo, IL.	Highway 3 & State St., Dupo, IL
El Paso, TX.	201 Dodge St., El Paso, TX
Englewood, TX.	5500 Wallisville Rd., Houston, TX
Houston, TX.	6800 Kirkpatrick Blvd., Houston, TX
ICTF, CA.	2401 E. Sepulveda Blvd., Long Beach, CA
LATC, CA.	750 Lamar St., Los Angeles, CA
Lathrop, CA.	1000 E. Roth Road, French Camp, CA
Los Angeles, CA.	4341 E. Washington Blvd., City of Commerce, CA.
Marion, AR.	5500 Kuhn Rd., Marion, AR
Miller, TX.	7600 S. Central Expressway, Dallas, TX
Oakland, CA.	1776 Middle Harbor Rd., Oakland, CA
Oakland West, CA.	1776 Middle Harbor Rd., Oakland, CA
Portland, Or	2745 North Interstate Avenue, Portland, Or
Salt Lake City, UT.	1800 North Beck St., Salt Lake City, UT
Seattle, Wa	4700 Denver Avenue, Seattle, Wa

BNSF Terminal Locations

Address

Chicago, IL (Corwith)	3526 W. 43 <sup>rd</sup> St., Chicago, IL
Denver, CO.	585 W. 53 <sup>rd</sup> Pl., Denver, CO
Dilworth, MN.	311 Second Ave. S. E., Dilworth, MN
Kansas City, KS.	720 S. 38 <sup>th</sup> St., Kansas City, KS
Los Angeles, CA	3770 E. Washington Blvd., Los Angeles, CA
Omaha, NE.	437Gibson Rd., Omaha, NE
Portland, OR.	3930 N. W. Yeon St., Portland, OR
St. Louis, MO	3500 Wellington Ave., St. Louis, MO
St. Paul, MN.	1701 Pierce Butler Rd., St. Paul, MN
Seattle, WA. (S.I.G.)	44 S. Handford St., Seattle, WA
South Seattle, WA	12400 51 <sup>st</sup> Place South, Seattle, WA
Tacoma, WA. (South)	1101 Milwaukee Way, Tacoma, WA

FEC Terminal Locations

Address

Ft. Lauderdale, FL.	3125 S. Andrews Ave., Ft. Lauderdale, FL
Miami, FL.	6875 N. W. 58 <sup>th</sup> St., Miami, FL

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**ITEM 60. PLAN NUMBERS AND SERVICE CODES**

The Plan numbers and Service Codes listed below describe certain types of Intermodal Service and can be used in conjunction with CSXI's pricing Directories:

Plan 250 or Service Code 25

Rail transportation of a Shipment loaded in a Carrier Vehicle from Terminal at origin to Terminal at destination. Shipper is responsible for pick-up and delivery services beyond the Terminal.

Plan 300 or Service Code 65

Rail transportation of a Shipment loaded in a Shipper Vehicle from Terminal at origin to Terminal at destination. Shipper is responsible for pick-up and delivery beyond the Terminal.

Plan 310 or Service Code 65 with 42 211 25 or 42 211 30

Rail transportation of an empty Shipper Vehicle having an immediate prior or subsequent loaded domestic movement via rail. Shipper is responsible for pick-up and delivery beyond the Terminal.

Plan 400 to 470 or Service Code 40 to 47

These services apply only to domestic Container Shipments involving CSXI Containers or the repositioning of international Containers owned or controlled by steamship companies. Door service is offered only through an SPQ. Ramp to ramp service is offered through an SPQ or at CSXI's Directory prices. They include, where indicated, truck pick-up at origin and/or delivery at destination.

- Plan 400 or Service Code 40 - Door at origin, door at destination.
- Plan 420 or Service Code 42 - Door at origin, ramp at destination.
- Plan 450 or Service Code 45 - Ramp at origin, ramp at destination.
- Plan 470 or Service Code 47 - Ramp at origin, door at destination.

Plan 600 to 625 or Service Code 20 to 67

These services apply generally to Shipments involving Carrier Vehicles and Shipper Vehicles and are offered only through an SPQ. They include truck pick-up at origin and/or delivery at destination.

- Plan 600 or Service Code 20 - Door at origin, door at destination. Carrier Vehicle.
- Plan 605 or Service Code 60 - Door at origin, door at destination. Shipper Vehicle.
- Plan 610 or Service Code 22 - Door at origin, ramp at destination. Carrier Vehicle.
- Plan 615 or Service Code 62 - Door at origin, ramp at destination. Shipper Vehicle.
- Plan 620 or Service Code 27 - Ramp at origin, door at destination. Carrier Vehicle.
- Plan 625 or Service Code 67 - Ramp at origin, door at destination. Shipper Vehicle.

Plan 800 or Service Code 85

Rail transportation of a loaded Shipper Vehicle from the Terminal at origin to the Terminal at destination where the Shipment has had/will have an immediate prior or subsequent movement via water transport in international commerce without transfer of Cargo. Shipper is responsible for pick-up and delivery beyond the Terminal.

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Plan 810 or Service Code 85 with 42 211 25 or 42 211 30

Rail transportation of an empty Shipper Vehicle from the Terminal at origin to the Terminal at destination having an immediate prior or subsequent loaded movement via rail in conjunction with water transport in international commerce. Shipper is responsible for pick-up and delivery beyond the Terminal.

**ITEM 70. TRANSIT TIME**

CSXI will provide service schedules to Shipper if requested and if available. Schedules are offered solely for reference. Neither CSXI nor its Underlying Carriers or contractors guarantee interim layovers or final delivery of a Shipment at or by any particular date or time. CSXI, its Underlying Carriers and contractors are not responsible for costs or damages of any nature due to delay.

**ITEM 80. SPECIAL HANDLING (PROTECTIVE SERVICE & TARPULINS)**

Prior arrangements must be made by and at the expense of the Shipper where a Shipment's weight, Vehicle dimension requirements, or dangerous characteristics require special permits, bonds, escorts or other handling. By tendering a Shipment for transportation hereunder, Shipper warrants that it has obtained or provided for all required permits, bonds, escorts or other special handling and agrees to hold CSXI and its Underlying Carriers harmless from any liability resulting from Shipper's failure to comply with any such requirements.

Shipper is responsible for providing or arranging for the provision of any tarpaulins, specialized equipment, or protective services needed to protect a Shipment against heat, cold, the elements in general, or otherwise. Neither CSXI or its Underlying Carriers or contractors shall have any responsibility with respect thereto, or for loss or damage resulting therefrom, except to the extent provided for in an SPQ or other CSXI Contract with the Shipper.

**ITEM 90. CSXI LIABILITY FOR CARGO CLAIMS**

As a service provided by CSXI, all claims for Cargo loss or damage associated with services arranged or provided by CSXI must be filed with CSXI. CSXI will process and pay properly filed Cargo claims filed in accordance with the contractual liability established in this Directory.

a) **LIMIT OF LIABILITY**

CSXI's liability for loss or damage to Cargo is defined and limited as follows:

- i. In those instances where loss or damage arises while a Shipment is in the possession of a rail carrier engaged by CSXI to perform services with respect to that Shipment, the liability assumed by CSXI to its Shipper shall be the same as the contractual liability undertaken by the rail carrier transporting the Shipment, subject to the limits set forth in Item 90(a) (iv) – (vi) to the extent that those limits are more restrictive than the contractual liability. To the extent the rail carrier's liability for the Shipment is defined or limited in its contract with CSXI, CSXI's liability to Shipper shall be similarly defined or limited.
- ii. In those instances where the loss or damage arises while a Shipment is at a CSXI Terminal, CSXI shall be responsible to the extent, on a comparative basis, the loss or damage is caused by

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the negligence of CSXI or its Underlying Carriers or contractors and subject to the limits set forth in Item 90(a) (iv) – (vi) below.

- iii. In those instances where loss or damage arises while a shipment is in the possession of CSXI's Trucking Operations Division or a Contract Motor Carrier, CSXI shall be responsible to the extent, on a comparative basis, the loss or damage is caused by the negligence of CSXI or its Contract Motor Carrier and subject to the limits set forth in Item 90(a) (iv) – (vi) below.
- iv. No claim for \$250.00 or less of Cargo loss or damage will be made by Shipper or accepted or paid by CSXI, and Shipper hereby waives any and all recovery, remedies and/or rights with respect to such claims.
- v. In no event shall CSXI's total liability for Cargo loss or damage with respect to a Shipment exceed the lesser of Shipper's liability (if any) to others for the Cargo, or \$250,000, nor shall CSXI be responsible for any special, consequential, indirect or punitive damages, interest or attorney's fees.
- vi. Except as stated in this Item 90, CSXI shall have no further responsibility to Shipper, Consignee, the beneficial owner, or any other person or entity with respect to loss or damage to Cargo.

b) NOTICE AND INVESTIGATION

In the unlikely event that a Shipment arrives at destination with damaged or missing Cargo, Shipper shall notify CSXI in writing within 24 hours of delivery by facsimile sent to: (904) 279-6392 advising CSXI of the nature and extent of the damage or shortage. Prompt notification is required so that CSXI can arrange for an inspection of the Shipment if, in its sole discretion, doing so is warranted. The failure to promptly notify CSXI, as prescribed herein, shall constitute an unconditional release by Shipper of any responsibility on the part of CSXI to process or pay a claim relating to the Shipment. At CSXI's request, Shipper shall preserve and make available for inspection all damaged Cargo and all Cargo received in good condition, all packaging, material, dunnage, blocking, bracing, and security devices to assist the inspector in determining the cause of the damage or shortage.

c) MITIGATION OF DAMAGES

Shipper shall be required to accept delivery of a Shipment so long as any part of it is not damaged and/or the Shipment is not totally worthless. It shall be the duty of the Shipper to preserve the value of that part of a Shipment received in allegedly damaged condition.

Shipper shall exercise all reasonable and good faith efforts to mitigate its damages. This includes Salvage. If the Shipper contends that it cannot Salvage damaged Cargo, then the Cargo shall be offered to CSXI for Salvage.

If Shipper prevents or refuses to sell or allow the sale of damaged Cargo, CSXI may deduct the market value of the damaged Cargo from the amount of the claim, and the Shipper shall be bound by such deduction.

d) FILING

All claims for damage to or loss of Cargo must be in writing and received by CSXI within eight months from the date of delivery of the Shipment. If the Shipment has not been delivered, then the claim must be filed within eight months of the time that the Shipment was scheduled for delivery. The eight month time limit is designed to enable CSXI sufficient time to refile and process its claim with its Underlying Carrier or other contractor, if applicable.

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All claims relating to a Shipment shall be filed solely with CSXI (subject to the exception hereinafter described) and must be sent to Cargo Claims, CSX Intermodal, Inc., P.O. Box 44085, Jacksonville, Florida 32231, or sent by facsimile transmission to (904) 279-6394. The claim must contain the following information:

- i. Specific information identifying the Shipment, such as the shipping date, the shipping Vehicle number, the names of the Shipper and the Consignee, and the place of origin and destination of the Shipment.
- ii. A specific description of the Cargo.
- iii. In the case of shortage, records proving the amount of Cargo loaded within the Container or Trailer, the amount of Cargo unloaded from the Container or Trailer at destination, including the seal number applied at origin, the seal number affixed at destination, and whether the seal at destination was intact upon delivery.
- iv. If a delivery receipt was executed for the Shipment, a copy of the delivery receipt should be sent with the claim.
- v. In case of damage, records including photographs, if available, pertaining to the condition of the Cargo at origin and destination, and evidence describing the packaging and securement within the Vehicle.
- vi. Particularized evidence of the amount of loss, such as the original or certified copies of any invoices and repair bills, as well as any evidence relating to the disposition of damaged Cargo or Salvage.
- vii. A copy of the SPQ or other CSXI Contract pertaining to the transportation of the Shipment, if any, the freight bill, and any other pertinent documents.

CSXI will, within fifteen (15) days of receipt of the claim, acknowledge its receipt and will, within ninety (90) days of receipt of the claim, notify Shipper of its conclusions regarding the claim. It is the good faith intention of CSXI to reach a conclusion with respect to every claim within one hundred and twenty (120) days of receipt of the claim.

If Shipper has not filed a claim in the manner required by this Directory within eight (8) months after delivery of any Shipment or eight (8) months after the time that the Shipment was scheduled for delivery, CSXI's obligation to process and, where appropriate, pay Cargo claims, shall be extinguished and CSXI shall be released from any liability therefor. After the expiration of the eight month period, Shipper may proceed by filing a written claim directly with CSXI's Underlying Carriers, but CSXI makes no representations regarding, and bears no responsibility for, the timeliness or sufficiency of any such filing, nor for the payment of the claim.

e) **MEDIATION/LITIGATION**

If Shipper disputes the declination by CSXI of all or any part of a claim by Shipper, Shipper and CSXI agree, prior to commencement of any legal proceedings by Shipper in furtherance of the claim, to submit the claim to mediation before a recognized mediator to be jointly selected by Shipper and CSXI. The mediation shall be held within thirty (30) days of notification from Shipper to CSXI of the need to mediate the dispute. The mediation will be conducted in Jacksonville, Florida or another location mutually agreed to by CSXI and Shipper. Each party will bear its own costs of mediation and the costs of the mediator will be split between them.

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If CSXI and Shipper are unable to resolve the dispute through mediation, Shipper may file legal proceedings against CSXI so long as Shipper does so within six (6) months of receiving notice of the full or partial declination from CSXI. If suit is not instituted within that time period, then the liability of CSXI, its Underlying Carriers and other contractors (if any) shall be extinguished without qualification.

Any suit filed against CSXI must be filed either in Jacksonville, Florida; the United States point of origin where CSXI arranged for transportation to commence; or the United States destination where the transportation arranged by CSXI terminated.

f) **BURDEN OF PROOF**

In any legal proceedings filed against CSXI with respect to a Cargo loss or damage claim, Shipper must prove, in addition to all other elements of its claim as defined in this Item 90, that the Cargo was: in good condition, properly prepared for transportation, appropriately packaged, loaded, blocked and braced within the Vehicle pursuant to the applicable AAR guidelines and all other relevant rules and regulations at the time that the Shipment was tendered by the Shipper or Interchanged to CSXI or its Underlying Carrier or contractor, and that the Shipment was damaged during the course of the service arranged or provided by CSXI. The failure of the Shipper to establish the foregoing shall result in a conclusive presumption that the Shipment was not damaged during transportation services arranged or provided by CSXI.

g) **DEFENSES**

CSXI shall not be liable for any damages if the loss arose by reason of an act or default of the Shipper, Consignee, beneficial owner, or any other person or entity having an interest in the Cargo; an inherent vice or defect in the Cargo; an act of God; an act of the public enemy or governmental authority; riots, strikes or insurrection.

Examples of a typical act or default of the Shipper actions would be: improper packaging, improper loading of the Vehicle in violation of the AAR Rules, improper shipping instructions, improper delivery instructions and failure to purchase protective service.

Examples of an inherent vice or defect in the Cargo are the rusting of metals, the swelling of wood caused by humidity, moisture or condensation, the deterioration of perishable products over the normal life cycle or span of those products, and damages caused by heat or cold when protective service is not purchased.

Examples of an act of God are damages caused by, but not limited to: severe weather conditions such as tornadoes, hurricanes, floods, cold weather, hot weather, snow storms; earthquakes; and heavy rains flooding roadways. With respect to the act of God defense, weather related phenomena do not have to be unusual or severe, only that their advent caused or precipitated the damage to the subject shipment.

Examples of actions by governmental authority include, but are not limited to: the closure of roads due to vehicular accident, re-routing, detour, or repairs of roads; police action closing a particular area to vehicle traffic; governmental quarantines or embargoes; congestion or delay at government operated port facilities; cross border traffic delay caused by governmental authority; and United States Customs Inspection Requirements;

h) **DAMAGES**

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The computation of damages for loss or damage to Cargo shall be the actual invoice value of the Cargo at the time and point of origin, or the cost of repairs, whichever is less, minus Salvage, subject to the limits set forth in Item 90(a).

i) INDEMNITY

Shipper will indemnify and hold harmless CSXI, its affiliates, Underlying Carriers and contractors and their respective directors, officers, employees and agents from and against any claim, lawsuit, loss, cost, damage or expense arising from or related to Cargo loss or damage other than claims filed in accordance with this Item 90 and subject to its terms and limitations.

**ITEM 100. LOADING AND UNLOADING RESPONSIBILITY OF SHIPPER**

Shipper is responsible for the proper loading and unloading of Cargo within and from the Vehicle, and for all associated costs. Shipper shall cause all Cargo to be packaged, loaded, blocked and braced within the Vehicle in a manner to prevent shifting during Intermodal Service and which prevents damage to the Cargo and Vehicle while in Intermodal Service. Neither CSXI nor its Underlying Carriers and contractors shall have any responsibility or liability for damage to a Vehicle or Cargo due to packaging, loading, unloading, blocking or bracing of the Cargo within a Vehicle. The presence during or participation in loading or unloading of a Vehicle by a CSXI employee or agent, or that of one of its Underlying Carriers or contractors, shall not in any way change or lessen Shipper's responsibility with respect thereto.

The Intermodal Loading Guide for Products in Closed Trailers or Containers (AAR Pamphlet 45) and various other publications of the Association of American Railroads provide guidance on appropriate loading, blocking, and bracing techniques. Many of CSXI's Underlying Carriers and contractors have guidelines of their own on the subject. Where hazardous materials are involved, the packaging, loading, unloading, blocking and bracing of Cargo must comply with Tariff BOE 6000 and any other governmental regulations governing the handling or transportation of such materials. In addition, bladder bag packaging is not acceptable for transporting any commodity (Hazardous or Non-hazardous) via the CSXI rail system.

Without limiting Shipper's responsibility with respect to the packaging, loading, unloading, blocking and bracing of Cargo, Shipper shall comply with the most stringent of the guidelines, rules, and regulations applicable to a given Shipment. Publications of the Association of American Railroads can be obtained from that organization at its offices in Washington, D.C. The loading guidelines of CSXI's Underlying Carriers can be obtained directly from them or, at Shipper's request and if sufficient time is allowed, CSXI will obtain and forward them to Shipper.

If a loaded Vehicle, while in transit, is deemed unsafe for movement due to load shift, leakage or Vehicle damage that is determined to have been caused by improper packaging, loading, blocking or bracing of the Vehicle, or otherwise as a result of the Shipper's use of the Vehicle, CSXI will notify the Shipper of the problem and allow the Shipper 120 hours of free time after notification to inspect and arrange, at its expense, for repair of the Vehicle (if necessary) and securement of the Cargo within the Vehicle, or transfer to and securement of the Cargo within another Vehicle. If the problem is not corrected within the allotted free time, CSXI will assess a storage charge of \$50.00 per day for the first 15 days and \$100.00 per

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day thereafter until the Vehicle is properly repaired (if necessary), the Cargo is properly packaged, loaded, blocked and braced, and the Shipment is continued or removed from the Terminal.

Shipper shall not load a Vehicle in excess of the maximums indicated below:

- i. Maximum weight of Vehicle and Cargo – Lesser of 65,000 pounds or manufacturer's limits.
- ii. Maximum width of load on flat bed Vehicle - 8 feet.
- iii. Maximum length of load on flat bed Vehicle - 40 feet.
- iv. Maximum height of load on open top or flat rack Vehicle – At or below Top Rail.

Loads in excess of the limits specified above may be accepted for transportation only if approval is obtained from CSXI Pricing in advance (See Item 220, Note E). Rail owned or controlled or Shipper furnished Intermodal Units must comply with all state, federal, Department of Transportation (DOT), and Federal Highway Administration (FHWA) regulations. In addition, all Vehicles must comply with the Intermodal Safe Container Transportation Act of 1992. A Shipper who tenders an overweight Vehicle will be subject to a \$600 charge per Vehicle, and also will arrange for and incur all costs of adjusting the Shipment's weight, and will be responsible for all applicable storage and detention charges.

Shipper agrees that it shall carefully inspect all Vehicles tendered to it for use in transporting Cargo. If the Shipper finds a Vehicle supplied by CSXI to be unfit to provide adequate protection for the Shipper's Cargo, the Shipper agrees to notify CSXI immediately of the deficient Vehicle, and CSXI will replace or upgrade the Vehicle within 24 hours of receipt of such notice.

Shipper will indemnify and hold harmless CSXI, its affiliates, Underlying Carriers and contractors, and their respective directors, officers, employees and agents from and against any claim, lawsuit, loss, cost damage or expense, regardless of whether for property loss or damage or personal injury or death, and including but not limited to court costs, expert fees and attorney's fees, arising from or related to (i) the packaging, loading, unloading, blocking or bracing of Cargo within a Vehicle tendered to CSXI or its Underlying Carriers or contractors, or (ii) a Vehicle utilized by Shipper while it is out of the possession of CSXI or its Underlying Carriers or contractors.

**ITEM 105. SHIPMENTS OF 20' CONTAINERS**

Please be advised to facilitate the movement of 20' container shipments it is suggested that the containers be given in pairs. Double stack cars require two 20' units in any given well. For this reason CSXI Terminal Operations try to match these 20' units with the same Origin and Destination. Should a match not be available at the time of shipment, CSXI Terminal Operations may delay the movement of a single 20' container until a matching 20' container with the same Origin and Destination is found.

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**ITEM 107. DIMENSIONAL AND SPECIAL EQUIPMENT SHIPMENTS (Effective March 1, 2005)**

a) FLAT BED; FLAT RACK AND OPEN TOP EQUIPMENT

- i. Shipments which require the use of special equipment including, but not limited to, Flat Bed, Flat Rack or Open Top equipment, must move under a SPQ pricing authority issued by a CSXI Marketing / Pricing representative. Shippers are required to submit requests to CSXI Marketing / Pricing prior to the shipment's arrival at a CSXI terminal or interchange point.
- ii. CSXI's Operations Department must review dimensions and weight of shipment prior to issuance of the SPQ.
- iii. CSXI's Operations Department must inspect and approve the loading of any dimensional shipment at the CSXI facility.
- iv. The shipment must be lifted by standard means (lifting arms, twist locks, side-pins, or any approved lift attachment on-hand)
- v. The shipper must apply for and pay any special permits, bonds or escorts to comply with federal, state or municipal regulations. The shipper is responsible for any additional expenses or fines incurred for dimensional and special equipment shipments.

b) TANK SHIPMENTS

- i. Shipments which require the use of Shipper-Owned tank containers must move under a SPQ issued by a CSXI Marketing / Pricing representative. Shippers are required to submit requests to CSXI Marketing / Pricing prior to the shipment's arrival at a CSXI terminal or interchange point.

**ITEM 110. INSPECTION: INTERCHANGE AND SAFETY INSPECTION**

A Vehicle Interchange and Safety Inspection form or similar document will be required and completed at the time a Vehicle arrives at or leaves a Terminal through the gate. The condition of a Vehicle, as reported on the Vehicle Interchange and Safety Inspection form (or similar document), shall be conclusive. The dates, times and information shown on the form will be used for determining free time, assessment of charges, and assessing the condition of the Vehicle with respect to any Cargo claim that may be pursued.

**ITEM 120. INSPECTION OF SHIPMENTS/INCORRECT BILLING**

CSXI's Underlying Carriers may reserve the right to have a Shipment inspected at the time tendered to them, or at any other time when the Shipment is in their custody and control. CSXI reserves the right to inspect a Shipment. The right of inspection does not waive or change the obligation of the Shipper as expressed in Items 100 and 110 above.

In the event of incorrect billing due to a misdescription of the Shipment or the Cargo by any Shipper, additional charges shall be assessed against the Shipper. Should any commodity restricted by this Directory be tendered for movement under a "Freight All Kinds" (FAK) price, an additional charge of \$6,000 per Vehicle will be assessed against the Shipper. Similarly, should any Shipment be tendered for movement

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under an SPQ or other CSXI Contract, which does not apply to that Shipment, an additional charge of \$1,000 per Vehicle shall be assessed against the Shipper. These charges will be assessed in addition to any charges which are applicable to the Shipment or Cargo actually tendered.

If transportation of the misdescribed Cargo is restricted by this Directory or otherwise, CSXI may interrupt the Shipment or cause it to be interrupted and held, and Shipper agrees to pick up or cause the Shipment to be picked up, at Shipper's cost and expense, wherever the interruption has occurred. Shipper shall pay (and where necessary, reimburse CSXI) for all costs of interruption, storage and pickup, all transportation costs to the point of interruption, and all other costs arising from or related to the misdescription of the Cargo.

**ITEM 140. INTERCHANGE TO MOTOR CARRIERS**

All motor carriers engaged by Shipper to pick up or drop off loaded or empty Vehicles at CSXI Terminals must have a current Uniform Intermodal Interchange Agreement (UIIA).

**ITEM 146. CHARGES FOR MISROUTED VEHICLES**

In the event Shipper routes or misroutes a Vehicle to a rail, motor or water carrier that does not have a current equipment interchange agreement in effect with the Vehicle owner/lessee/controller, Shipper shall be responsible for all expenses associated with the misrouted Vehicle until it is interchanged to a person or entity having such an agreement. If transloading of the Cargo or any other services are required as a result of the misrouting, Shipper shall be responsible for arranging and paying for the same.

**ITEM 147. MISUSE CHARGE**

A misuse charge of \$350.00 may be assessed against Shipper by CSXI if certain CSXI furnished 20', 40', 45', 48 or 53' Containers are shipped to a destination different from that for which reserved by Shipper. Shipper may also be responsible for additional expenses associated with such misuse, including but not limited to the cost of returning the Container to CSXI, per diem, maintenance, Drayage, and transloading. The CSXU misuse charge will be applied by REZ1.

A misuse charge of \$350.00 may be assessed against Shipper by CSXI if Shipper routes or misroutes certain CSXI furnished 53' Trailers to a rail, motor or water carrier that does not have a current equipment interchange agreement in effect with the Vehicle owner/lessee/controller.

**ITEM 148. PRICE IN NON-PUBLISHED SERVICE LANE**

Shipments tendered by customers in an unpublished service lane will be priced at \$2,000/unit. The current CSXI Service Matrix can be found on the CSX website: [www.csxi.com/cut/custcenter.html](http://www.csxi.com/cut/custcenter.html) or you may contact CSXI Pricing for a copy.

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**ITEM 150. SHIPPING DOCUMENT**

A shipping document in a form acceptable to CSXI and its Underlying Carriers and contractors must be furnished by a Shipper tendering a Shipment to CSXI for transportation services. The document must contain the following:

- |   |   |
|---|---|
| (1) Equipment initial and number                                    | (12) Route  |
| (2) Shipment weight   | (13) Hazardous material description if applicable |
| (3) Rail shipper name   | (14) Commodity and STCC number (7 digits)         |
| (4) Rail consignee name   | (15) Actual Shipper                               |
| (5) Notify party name and phone number                              | (16) Actual origin city, state                    |
| (6) Equipment length  | (17) Actual receiver                              |
| (7) Price Authority (AGRT or SPQ)                                   | (18) Actual destination                           |
| (8) COFC or TOFC (chassis number required, if container moved TOFC) | (19) Intermodal plan number                       |
| (9) Seal number   | (20) Bill to party                                |
| (10) Origin Ramp  | (21) Prepaid or collect                           |
| (11) Destination Ramp   | (22) Rule 11 (yes or no)                          |

The following should also be furnished when appropriate:

- |                          |                             |
|--------------------------|-----------------------------|
| Bill of Lading number    | Steamship line              |
| Foreign contract numbers | Vessel name                 |
| In bond, if applicable   | Port                        |
| Special instructions     | Sailing date                |
| Drop off/Stay with       | Ocean Bill of Lading number |
| Desired appointment time | Booking number              |
| Equipment size ordered   |                             |

CSXI utilizes a standard shipping instruction form which significantly improves billing accuracy when it is properly used. CSXI encourages all Shippers to use this document. CSXI will make the form available to Shipper upon request.

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**ITEM 151.CHANGES TO SHIPPING INSTRUCTIONS**

Changes and cancellations to shipping instructions and/or notify party information made via EDI or via CSXI's web site [www.shipcsx.com](http://www.shipcsx.com) can be made for no additional charge. All changes made to any Intermodal Unit's destination will continue to be handled as a diversion (See Item 151.B.3).

a) CANCELLATIONS

Cancellations to billing submitted by Shipper may be canceled anytime prior to the customer tendering the Shipment. Shipment tender occurs when the Intermodal Unit is In-Gated at a CSXI Terminal or release of train (EDI 418) is provided to CSXI by Intermodal on-dock unit train Shippers.

b) CORRECTIONS

Corrections to billing submitted by Shipper may be made at anytime prior to grounding of the Intermodal Unit at a destination on CSXI, or prior to Interchange to connecting railroads. Billing corrections are subject to the following provisions:

Correction of Shipment Movement Information

- i. Corrections to billing documents will not allow changing the Shipment route; junction, rail destination or information that could alter the movement of the Shipment once the Intermodal Unit has been tendered for movement to CSXI.
- ii. Once an Intermodal Unit has been tendered for Shipment, the Intermodal Unit will move according to the billing information provided at time of tender.
- iii. If a Shipper pre-arranges with CSXI to tender an Intermodal Unit for movement on two consecutive scheduled service lanes, where a through service is not offered by CSXI, the shipper will be responsible for providing CSXI a new Bill of Lading upon arrival of the Intermodal Unit at the first destination. A charge of \$100.00 will be assessed for this service. The Customer will be responsible for applicable freight rates, surcharges and accessorial charges, without free time.
- iv. If a Shipper does not pre-arrange with CSXI to tender an Intermodal Unit for movement on two consecutive scheduled service lanes, where a through service is not offered by CSXI, the shipper will be responsible for providing CSXI a new Bill of Lading upon arrival of the Intermodal Unit at the first destination. A charge of \$150.00 will be assessed for this service. The Customer will be responsible for applicable freight rates, surcharges and accessorial charges, without free time.
- v. If a Shipper desires to alter the movement of a tendered Shipment prior to arrival at its original destination or interchange to a connecting carrier, provided that CSXI agrees to accommodate the request, the Shipper is responsible for providing CSXI a corrected Bill of Lading. A charge of \$500.00 per vehicle will be assessed for this service. The Customer will be responsible for applicable freight rates, surcharges and accessorial charges, without free time.
- vi. If the Shipper desires to alter the movement of a tendered Shipment via a rail carrier other than CSXI, the Shipper is responsible for Out Gating the Shipment upon arrival at the original tendered destination. The Customer will be responsible for applicable freight rates, surcharges and accessorial charges, without free time.

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- vii. If the Intermodal Unit was tendered to an origin Intermodal Terminal that does not provide service to the Waybill destination, the Customer will be responsible for applicable freight rates, surcharges and accessorial charges, without free-time. The Shipper is responsible for issuing a new Bill of Lading or Out-Gating the Shipment from the CSXI facility.
- viii. If customer decides to remove vehicle prior to outbound movement a \$200 charge will be assessed. The Shipper will also be subject to applicable accessorial charges without free time.

Correction of Notify Party Information:

- i. The Shipper is responsible for providing CSXI the correct Notify Party information prior to tender.
- ii. Changes to Notify Party information (Care of Party, Notify Party, Notify Party Phone & Fax Numbers, Consignee, Consignor) will not be allowed after the Intermodal Unit has arrived and been grounded at destination.
- iii. CSXI will not waive applicable freight, surcharge or Accessorial charges if the Notify Party number is incorrect.
- iv. If the Notify Party wants to dispute the notification, the Notify Party must contact the Shipper of record, and the Shipper of record must authorize any related Accessorial Charges to CSXI prior to the Intermodal Unit being Out-Gated at the Intermodal Terminal. If the Shipper of record does not authorize payment, the original Notify Party on the Waybill will be responsible for all related Accessorial Charges.

**ITEM 160. BENEFICIAL OWNERS**

A shipper's agent, shipper's association, freight forwarder, intermodal marketing company, broker or logistics company acting as Shipper must also provide the names of all beneficial owners of the Cargo to CSXI in the shipping document.

**ITEM 170. SURCHARGES, GENERAL**

If necessary, CSXI may regardless of price authority (including all multi-party, contracts, SPQ's and other agreements) apply surcharges on transportation services and/or shipments. For information regarding such surcharges, please contact a CSXI Pricing representative.

**ITEM 175. FUEL SURCHARGES**

CSXI may increase or amend any of its rates, (including all multi-party, contracts, SPQ's and other agreements) for fuel related price changes upon five (5) days notice. During times that a fuel surcharge is levied, the fuel surcharge (percentage or dollar amount) can be viewed on the [www.csxi.com](http://www.csxi.com) website under the Fuel Surcharge header, at <http://www.csxi.com/?fuseaction=pricing.fuel> or obtained from a CSXI Marketing Representative.

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**ITEM 177. ALAMEDA CORRIDOR SURCHARGES**

In addition to the rates and charges set forth in individual pricing documents making reference hereto, each container will be subject to per container user fee as defined by the Alameda Corridor Transportation Authority, a joint powers authority created under the laws of the State of California. The fees will apply for thirty-five (35) years after commencement of train operations over the Rail Corridor.

User fees will be increased effective January 1<sup>st</sup> of each year, commencing January 1, 2003, and every January 1<sup>st</sup> of every year thereafter, based on the year-over-year (October v. October) changes in the Los Angeles County Consumer Price Index (CPI). In no event shall such increases be less than 1.5% or greater than 3% in any given calendar year, with no reduction if the CPI decreases.

Fractions of dollars resulting from the application of the annual increase will be rounded up to the next whole dollar.

A user fee will be charged on each Waterborne Container that originates or terminates at the Port Facilities of Los Angeles and/or Long Beach, and is moved by rail into or out of Southern California (i.e. the Counties of Kern, San Bernardino, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, Orange, Riverside, San Diego and Imperial) by Railroad, regardless of whether the containers have traveled on the Rail Corridor. A Non-Waterborne Container also will be charged a fee and is defined as all containers that are not Waterborne Containers.

Fees Effective January 1, 2008 through December 31, 2008:

**LOADED WATERBORNE CONTAINERS:**

22' or less	\$19.00
Greater than 22' and Equal to but not greater than 44'	\$37.00
Greater than 44' but less than 48'	\$42.00
Equal to 48' but less than or Equal to 52'	\$45.00
Greater than 52'	\$49.00

**EMPTY WATERBORNE CONTAINERS:**

22' or less	\$ 5.00
Greater than 22' and Equal to but not greater than 44'	\$ 9.00
Greater than 44' but less than 48'	\$11.00
Equal to 48' but less than or Equal to 52'	\$11.00
Greater than 52'	\$13.00

**NON WATERBORNE CONTAINERS (Loaded or Empty):**

22' or less	\$ 5.00
Greater than 22' and Equal to but not greater than 44'	\$ 9.00
Greater than 44' but less than 48'	\$11.00
Equal to 48' but less than or Equal to 52'	\$11.00
Greater than 52'	\$13.00

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**ITEM 179. HAZMAT SURCHARGE**

CSXI will apply a surcharge of \$80.00 to all rates (including all multi-party, contracts, SPQ's and other agreements) when the commodities shipped are defined as hazardous by primary STCC description and the combined weight of all hazardous commodities within the vehicle are equal to, or exceeds, 1001 pounds per vehicle. Please reference Item 220, Note F for more information.

**ITEM 180. CREDIT, PAYMENT AND FINANCE CHARGE PROVISION**

Shipper represents and warrants that, as agent of the Consignee, the beneficial owner, and any other person or entity having an interest in the Cargo, each is jointly and severally liable with Shipper for payment of all charges including surcharges, incurred by use of services arranged or provided by CSXI.

All shipments must be arranged and paid for in advance unless Shipper has submitted the required application for credit and other requested information, has been approved for credit by CSXI, and has executed and delivered a credit and payment agreement acceptable to CSXI. For a Shipper with credit, payment in full of all charges is due and must be received by CSXI within fifteen (15) days of the date of the applicable CSXI bill.

All transportation, terminal, accessorial charges, surcharges and other charges with respect to a Shipment will be assessed and must be paid in U. S. Dollars unless otherwise specifically provided in an SPQ or other CSXI Contract. Shipper must refer to the applicable pricing Directory, SPQ or other CSXI Contract to determine whether transportation charges must be prepaid or paid on a collect basis.

A Shipper may not withhold payment of transportation or other charges as a setoff because of a dispute or Cargo claim with CSXI or its Underlying Carriers or contractors. No Cargo claim will be processed or paid by CSXI with respect to a Shipment until Shipper has paid the transportation and other charges associated with that Shipment.

Effective September 1, 2001, CSXI will assess a finance charge of 12% per year (0.0329% per day) against freight transportation and associated charges billed on or after July 1, 2001 that are not received by CSXI within fifteen (15) days of the date of the applicable CSXI bill. Amounts separately billed for accessorial charges will not currently be subject to the finance charge; nor will the finance charge apply to disputed charges that are found by CSXI to have been incorrectly billed. Finance charges will be assessed on the unpaid balance of any freight transportation and associated charges from the first day following the end of the CSXI credit term through the date of receipt of payment in full. Finance charges will be billed monthly for all freight transportation and associated charges that were paid late in the prior calendar month.

**ITEM 190. OVERCHARGE AND UNDERCHARGE CLAIMS**

Claims by Shipper for overcharges must be made in writing within 180 days of delivery of the Shipment. Failure to do so within the allotted time shall constitute a waiver of the claim. All lawsuits for overcharges must be filed within one year of delivery of the Shipment.

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**ITEM 200. RETURNED CHECK**

When a check for payment of charges is returned, a charge of \$50.00 per check shall be assessed against the Shipper for additional processing.

**ITEM 210. STEAMSHIP COMPANY OR MOTOR CARRIER AS CONSIGNEE**

Transportation charges on Shipments consigned to a steamship company or motor carrier must be prepaid. Shipper shall remain responsible for all additional and other charges accruing with respect to any such Shipment.

**ITEM 220. ARTICLES/COMMODITIES PROHIBITED OR RESTRICTED UNDER FAK  
PRICES**

A. Prohibited Articles/Commodities: The following Prohibited Articles will not be accepted and CSXI will not accept responsibility for these Prohibited Articles shipped in Intermodal Units over the lines of CSXI or by its underlying carriers. Any Articles named herein, shipped in violation of this Item (220. A.) may be forfeited and will be assessed a surcharge of \$10,000 per Intermodal unit. This surcharge will be in addition to the applicable FAK (Freight All Kinds) rate and any other charges applicable to the Prohibited Article Shipment.

- Any article, product, Commodity or substance considered to be illegal contraband by any state or federal government entity, forbidden to be owned, possessed or forbidden to be transported by any government entity.
- Batteries, used, (electric) spent, with or without chemicals having value for reclamation of materials.
- Blacks (carbon, gas or oil blacks), lamp blacks or vegetable blacks, dry NEC, not activated, no dyes or dyestuffs when loaded in railroad controlled equipment.
- Bulk commodities when loaded in railroad controlled equipment.
- Coal or Coke when loaded in railroad controlled equipment.
- Hazardous Materials of Asbestos, Class 6 or any subsidiary Class 6, radioactive material, hazardous waste or liquids, as described in the current edition of DOT DFR 49, Parts 106-180 Hazardous Materials Regulations and the Hazardous Materials section of this Directory 8 when shipped in railroad controlled equipment.
- Hides, furs, pelts or skins, green or green salted, when shipped in railroad controlled equipment.
- Municipal garbage waste, solid, digested and ground, fertilizer material when shipped in railroad controlled equipment.
- Municipal garbage waste, solid, digested and ground, other than sewage waste or fertilizer when shipped in railroad controlled equipment.
- Poison (Toxic) Inhalation Hazard Shipments, in any amount, are forbidden on CSX Intermodal.
- Sodium compounds (STCC 28-123-##) when shipped in railroad controlled equipment.
- Wheeled, motorized vehicles other than those listed in Item 200 B.

B. Restricted Articles/Commodities: The articles of Cargo described below will not be accepted for shipment under "Freight All Kinds" (FAK) prices, but will only be accepted pursuant to an SPQ or other CSXI Contract. Any articles named herein shipped in violation of this Item 220. B. will be assessed a surcharge of \$6,000.00 per Intermodal unit. In addition, if misdescribed, Shipper releases CSXI and its Underlying Carriers and contractors from, and will indemnify them against, any liability for loss of or damage to Cargo and any other claim or loss, cost, damage or expense arising from or relating to the misdescription and an additional charge per Item 120 will be assessed against Shipper.

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- Aircraft, aircraft parts, airplanes, airplane parts, airplane components, helicopters, helicopter parts, or components, or any other instrumentality used for flying.
- Ammunition, small arms, described as Class C Explosives in Tariff BOE 6000 or as described in item 5980 of UFC.
- Animals, game, fowl, or poultry, live, refrigerated, frozen, fresh meat and packing house products and dressed poultry as described in Items 67780 through 68010 of UFC 6000-series.
- Animals, fish, or fowl, trophies, stuffed or mounted, or research cadavers.
- Any commodity shipped in bladder bag packaging (see Note G)
- Articles likely to damage freight equipment or other cargo as described in Rule 4 of UFC.
- Articles of extraordinary value as described in Rule 3 of UFC.
- Asbestos Products as described in item 6400 of UFC.
- Asbestos Insulation as described in items 53170, 53210, and 53350 of UFC.
- Asbestos, Crude as described in item 6450 of UFC.
- Asbestos, Scrap as described in item 6600 of UFC.
- Bogies Chassis, Flat Bed Trailers or Flat Racks, bundled or stacked.
- Biphenyls, polychlorinated (PCB).
- Bulk Commodities (See Note A) except when moving in Shipper Vehicles (see Note G).
- Carbon Black (See Note B)
- Ceramic pottery, glassware, crystal, and china other than those shipped at a released value of 35 cents per pound.
- Cigars, Cigarettes, Snuff & Manufactured Tobacco Products as covered in item 26880 of UFC (See Note D). Shipper is solely responsible for ensuring that any Cigarettes or Tobacco Products tendered for shipment in an Intermodal unit are protected with a waterproof barrier that is not less than five (5) millimeters thick. Note: Failure by Shipper to secure and completely enclose any Cigarette or Tobacco Products Shipment, as required herein, will relieve CSXI from any loss or damage to Shipment caused by moisture.
- Coal or coke unless shipped in privately owned or controlled Intermodal units with the cargo properly packaged, secured, blocked and braced for rail transportation.
- Coins, currency, valuable or negotiable documents or any kind.
- Commodities requiring protection from heat or cold.
- Explosives as described in Classes A and B in Tariff BOE 6000-Series.
- Extraordinary value, generally items where the size of the items bears little relationship to the value of the cargo or an item whose value cannot be accurately accessed by its designation, such as: bank bills, coin or currency, deeds, drafts, notes or valuable papers of any kind; carcasses; jewelry, other than costume or novelty; postage stamps; United States mail of any class; precious metals or articles manufactured there from; precious stones, revenue stamps; antiques; collectibles; or other related or unrelated old, rare or precious articles of extraordinary value, and all individual items worth more than \$10,000 each or where a Intermodal Unit Shipment of the Commodity is worth more than \$250,000.
- Fish, shellfish, crustaceans, fresh or frozen.
- Fresh fruits or vegetables, of any kind.
- Green, green salted, pickled or dry hides, pelts or skins (not dressed or tanned only) (See Note B)
- Hazardous moves including waste.
- Hides, furs, pelts or skins, green or green salted, unless shipped in privately owned or controlled Intermodal Units with cargo properly packaged, secured, blocked and restrained for rail transportation. All Shipments must be properly lined with a durable liner to prevent any leakage. The Waybill Shipper will be responsible for all associated clean up costs of the facilities and any equipment remediation that may occur for any hide, pelt or fur Shipment documented to be leaking on CSXI property or any of its underlying carriers.

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- House or building sections, modulars, factory manufactured, with or without heating, air conditioner and plumbing equipment, electrical wiring and fixtures, refrigerators, stoves or cabinets installed.
- Household goods, furnishings or furniture. (See Note D).
- Ice, ice cream and/or frozen novelties.
- Iron oxide slurry residue for extraction of iron.
- Lime sludge or waste.
- Livestock.
- Loaded temperature-controlled Trailer or Containers billed as FAK (Freight All Kinds), or any temperature controlled Shipments.
- Marine vessels of any kind including ships, boats, canoes, launches, yachts or sailboats.
- Medical equipment, medical supplies or medical hardware including xray, CT scanning and MRI devices.
- Medicines, drugs, pharmaceuticals, prescription and non-prescription medication.
- Metal or metal products including, but not limited to, those shipped in coils, rolls, reels, rods, sheets, plates or spools when the gross weight of the product and packaging exceeds 3,500 Lbs. (1591 kg) per package. (See Notes D, H, I, J).
- Military communication outfits, telegraph, telephone or teletype, including necessary radio equipment.
- Military tracking, radar, communications equipment, electronics or surveillance equipment.
- Missiles, rockets, guided; guidance systems or electronic guidance control apparatus; or mobile missile guidance control systems, missile or launching apparatus and related equipment.
- Any items moving in conjunction with a military field exercise.
- Motor vehicles, freight or passenger, or combination of freight and passenger.
- Outfits, radio repair or public address or television.
- Over Dimensional shipments. (See Note E).
- Personal effects
- Pipe, loose
- Plants, living or fresh cut including Christmas trees, floral or nursery stock.
- Poisons, DOT classified, when moving in CXRZ or RDSZ reefer equipment.
- Potatoes.
- Precious metals or stones or articles manufactured therefrom.
- Radioactive materials as described in items 80761 to 80768 of UFC.
- Railway wheels, new or used, when moving on other than flatbed vehicles.
- Raw wooden logs when shipped in railroad controlled equipment.
- Rubber shavings or turnings.
- Scrap, except when palletized or in barrels.
- Tire fabric.
- Trainers, air flight, or flight training aids or devices, electronic; or such articles combined with or shipped with communication equipment or outfits, electronic in boxes, crates or mounted on automobiles or trailer vehicles, as described in item 35325 of UFC.
- United States Post Office Department mail of any class.
- Used business equipment, office furnishings or furniture.
- Used Machinery, equipment, auto parts; assembled or in components.
- Used tires.
- Waste, municipal garbage as described in item 96137 of UFC. See Note C.
- Watermelons.
- Wheeled Vehicles used in the Construction industry, not exceeding 3,000 lbs.

**Notes:**

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- A. For the purposes of this Item, the term “bulk commodities” includes any Cargo shipped loose or in mass which must be shoveled, scooped or forked for handling and which is not in packages, nor units of such size as to readily and expediently permit handling piece by piece.
- B. This restriction does not apply to Shipments moving in Shipper Vehicles.
- C. CSXI prohibits the loading of municipal garbage waste in any equipment it utilizes. Any party loading municipal garbage waste in CSXI supplied equipment will be subject to a \$5,000 assessment per occurrence and will be responsible for disposition of the waste and cleaning of the equipment, and for all other associated costs.
- D. An indemnification and waiver will be required from Shipper for each instance (metal products see H).
- E. Over Dimensional Loads must be pre approved, and move via SPQ only.
- F. Hazardous Materials need special handling, please see Item 230.
- G. Bladder bag packaging is not acceptable for shipping any commodity (hazardous or non-hazardous) on the CSXI rail network. Please see Item 100.
- H. \*\*Concentrated Metal Product of 3,500 lbs total or less do not require an indemnification agreement.
- I. \*\*Concentrated Metal Products in excess of 3,500 lbs each are to move in containers only.
- J. \*\*Concentrated Metal Products in excess of 12,5000 lbs (5681.8 kg) will not be accepted.

**\*\*NOTE\*\*** Please refer to our web site ([WWW.CSXI.COM](http://WWW.CSXI.COM)) under Special Services / Special Commodities / Concentrated Metals for detailed information on concentrated metals.

CSXI reserves the right to refuse Commodities in addition to those listed in this Item 220 at its sole discretion.

**ITEM 230. HAZARDOUS MATERIALS AND HAZARDOUS WASTE**

CSXI will not provide or make arrangements for the transportation of hazardous waste except by SPQ or other CSXI Contract. For the rules governing the transportation of hazardous materials and hazardous waste—as well as specifications for Vehicles and restrictions governing the acceptance and transportation of the same—see Tariff BOE 6000, whose terms and conditions are incorporated by reference herein.

Note Hazmat moves must be processed through the Hazmat evaluation process prior to moving, please visit the Webpage: <http://www.csxi.com/content/index.cfm?fuseAction=shipHazmat> for further information and the evaluation table and form:

In accordance with Tariff BOE 6000, Shippers agrees to properly submit all shipping documents, noting the presence within the Vehicles of any hazardous materials or waste, including the weight of the materials, a proper description of the materials, and information associated with its nature and proper emergency handling and disposal techniques. In addition, prior to submitting any Vehicle that contains a hazardous material subject to regulation under Tariff BOE 6000 for shipment, Shipper agrees to place the appropriate placards on the Vehicle and provide for the proper removal of same when the Vehicle no longer contains a regulated Hazardous Material.

CSXI requires the bottom of a placard be at least 5 (five) feet or higher, above the bottom rail of a container (If a trailer, 5 (five) feet above the ground) and at least 5 (five) feet in from the corner post on the sides. End placards must be located with the same height restrictions.

Consistent with the American Association of Railroads (AAR) recommendation and the upcoming AAR/Rail Carrier Ingating requirements, this requirement will improve visibility of placards when units are placed in the bottom well of a rail car.

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Shipper agrees that it will be responsible to CSXI and its Underlying Carriers and contractors for any and all expenses incurred as a result of the Shipper's failure to comply with all operative Tariff BOE 6000 rules with respect to a Shipment, and any and all applicable federal, state and municipal laws, rules and regulations governing the packaging, placarding, handling, storage, transportation and/or disposal of hazardous materials and/or hazardous waste.

Shipper shall indemnify and hold harmless CSXI and its Underlying Carriers and contractors against any and all lawsuits, claims, fines or penalties, whether civil or criminal, and whether justified or unjustified, which may be asserted, brought or levied against CSXI or its Underlying Carriers or contractors as a direct or indirect result of the Shipper's failure to comply with the provisions in this Item, including Tariff BOE 6000, or as a result of the Shipper's failure to comply with any applicable federal, state or municipal law, rule or regulation pertaining to packaging, documenting, placarding, handling, storage, transportation or disposal of hazardous materials and/or hazardous waste.

The Shipper's liability, as described above, shall extend to all costs of litigation, including attorney's fees and expenses, expert witness fees and expenses, as well as any amounts paid by CSXI or its Underlying Carriers and contractors to satisfy property damage claims, personal injury claims, clean up costs, settlements, judgments, fines or penalties, or other resulting assessments.

**The tender of a Shipment with the commodity description "Freight All Kinds" constitutes Shipper's certification that no hazardous material, as defined in DOT regulations, including but not limited to the provisions of 49 C.F.R. Section 172.101, is included in the Shipment.**

**ITEM 250. VEHICLE SPECIFICATIONS: SHIPPER VEHICLES**

Shipper Vehicles shall not exceed the following dimensional specifications:

- i. Maximum length - 53 feet (outside measurement).
- ii. Minimum length - 19 feet, 6 inches.
- iii. Maximum width - 8 feet, 6 inches (outside measurement).
- iv. Maximum tread - 8 feet, 6 inches (outside measurement).
- v. Maximum height (TOFC) - 13 feet, 6 inches (outside measurement).
- vi. Maximum height (COFC) – may not exceed 9'6" unmounted (i.e. without chassis).

Closed Shipper Vehicles must be equipped with closed side and/or end doors. Doors must be tightly fitted and have suitable locking and/or sealing devices. Shipper must provide locks and/or seals to secure the doors adequately to protect the Cargo. Identifying marks and numbers must be plainly and conspicuously shown on each Vehicle. Locks utilized and/or installed by Shipper must be removed by the Consignee. Neither CSXI nor any of its Underlying Carriers or contractors assumes responsibility for return of locks. The kingpin setting of a Vehicle of more than 42 feet, 10 inches (outside measurement) may not exceed 16 inches. A Nose mount refrigeration unit may not project in excess of 24 inches beyond the front of a Vehicle. Tank Vehicles loaded with liquid commodities shall be subject to the following additional requirements:

- i. Tank Vehicles exceeding 7,000 gallons in capacity must be equipped with baffles so that no section exceeds 1,200 gallons in capacity, or 120 united inches in length. Each baffle must have an area not less than 80 percent of the cross-sectional area of the tank.
- ii. The tank Vehicle must be loaded to not less than 80 percent of rated capacity of the tank.

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- iii. The center of gravity of the loaded tank Vehicle, when resting on the ground, must not exceed 76 inches above the bottom of the tires.
- iv. When utilizing COFC capable Terminals (see Item 40, Terminal listing), tank Vehicles must be equipped with top corner hooks or with pads that allow lifting by cranes or side loaders.
- v. Tank vehicles must be equipped with a standard AAR approved kingpin that is in suitable condition to permit safe handling in trailer on-flatcar service.

Shipper Vehicles must meet all state and federal requirements. Shipper hereby agrees to reimburse CSXI for all mechanical, tires or other repairs required on such equipment (regardless of ownership), made by CSXI or its Underlying Carriers or contractors in accordance with AAR Rules. Shipper Vehicles must otherwise comply with all applicable rules for safe lifting of Vehicles to or from flatcars and protection of equipment.

**ITEM 255. VEHICLE DAMAGE: SHIPPER VEHICLES**

CSXI shall, subject to the remaining provisions of this Item, process claims for and pay or repair damage to Shipper Vehicles subject to the same contractual limitations of liability as are set forth in Item 90(a) and the same procedures set forth in Item 90(b)-(d) with respect to loss or damage to Cargo. Only claims for damage to Shipper Vehicles which satisfy AAR M930 and M931 specifications will be eligible for processing and payment by CSXI. Neither CSXI nor any of its Underlying Carriers or contractors shall be responsible for cosmetic damage or damage to the interior of a Shipper Vehicle unless such damage is associated with damage which materially impairs the structural integrity of the vehicle.

Payment or repair will only be made:

- i. with respect to damage caused by CSXI's Underlying Carriers or contractors, in accordance with the liability undertaken by that carrier or contractor in its contract with CSXI.
- ii. with respect to damage caused by CSXI, in accordance with the AAR TOFC/COFC interchange rules, taking into account the depreciated and salvage value of such Vehicles via the formula contained in such rules.

In no case will repairs be made nor will costs of repair be paid if the costs of repair exceed the depreciated value of the Shipper Vehicle, less salvage value, as provided for in the underlying contract of Shipper with its supplier of the Vehicle, if any, or as computed pursuant to the above rules. In such situations, only the depreciated value shall be paid.

**ITEM 260. CUSTOMS CLEARANCE**

Upon request, unloading, segregating and reloading of Vehicles will be arranged in conjunction with U.S. Customs clearance and/or inspections at Shipper's cost and expense. Shipper shall also be responsible for any ancillary costs such as custom fees, duties, drayage, etc., required to meet any U.S. Customs requirements or orders. Vehicles subject to U.S. Customs clearance, including Carrier Vehicles and CSXI Vehicles, will be allowed free time and incur storage and detention charges in the manner set forth in items 435 or 440. For any Shipment where customs clearance and/or inspections must be performed at the United States - Canada border, an additional charge of \$110.00 per Shipment will be assessed against Shipper.

**ITEM 280. BULK COMMODITIES, DROP-FRAME OR TANK VEHICLES: NON-APPLICATION OF PRICES**

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Prices provided by CSXI do not apply on Shipments of bulk commodities (except as provided in Item 220) or on Shipments in drop-frame or tank Vehicles, unless specifically authorized by SPQ or other CSXI Contract.

**ITEM 300. FORCE MAJEURE – REFUSAL OF SERVICES**

CSXI shall be excused from fulfilling its obligations under this Directory or in a CSXI Contract if it or its Underlying Carrier or contractor is prevented or delayed in such performance by conditions beyond its reasonable control, including but not limited to, fire or explosions; lockouts; strikes; acts of God, including but not limited to, floods, hurricanes, tornadoes, earthquakes, unusually severe weather and natural disasters; war; insurrection; derailment; acts of the public enemy; acts of governmental authority; embargo; or quarantine.

CSXI reserves the right to refuse the performance of one or more services with respect to any Shipment where, in its opinion, doing so would be impractical or unsafe, or would present an unusual risk to its Underlying Carriers or contractors, employees, equipment, facilities, business, or that of its other Shippers.

**ITEM 360. EMPTY SHIPPER VEHICLES**

Empty Shipper Vehicles may be moved by rail over CSXT, locally or on an interline basis with the FEC, at reduced prices if the same Vehicle will be/was used for a loaded revenue rail move in the reverse direction immediately prior or subsequent to the empty move. Only one such empty Shipper Vehicle move is permitted for each loaded movement. Shipper must certify, on the pertinent shipping document, "Empty vehicle has had prior (or will have subsequent) loaded movement via CSXT." Shipper Vehicles moving under this item may contain pallets, pallet sides, platforms skids, fillers, separators, shrouds, covers, deck board and/or racks or plastic tubs.

Empty Shipper Vehicles moving in violation of Item 360 will be assessed a penalty charge of \$200.00 per vehicle.

Shipper shall remove all placard and/or markings from empty vehicles prior to offering for shipment.

**ITEM 365. LIFT PROVISIONS**

Line haul rates offered by CSXI provide for normal lift provisions at CSXI facilities, which include transferring a vehicle once from a chassis to a railcar at origin, and once from a railcar to a chassis at destination. Additional or secondary lift services are \$50.00 per unit per lift. The party requesting the lift, (including lifts from the ground to a chassis, lifts from one chassis to another chassis and lifts from a chassis to the ground), will be liable for these charges. These additional services require prior approval at the CSXI facility.

**ITEM 370. TREATMENT OF CHASSIS (Shipper Furnished)**

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Unless otherwise agreed in writing, CSXI will not furnish Chassis (or other equipment) to enable the pickup or delivery of Containers at CSXI Terminals. For the purposes of this Section, all chassis are provided for by parties other than CSXI.

**A) Shipper's Responsibility**

Shipper must provide, at its sole expense, Chassis (or other equipment) for the facilitation of over-the-road movement of Containers from or to the Terminals of CSXI or its Underlying Carriers.

- i. If a Chassis is not available for association with an inbound Container when a train is unloaded, Shipper will be assessed the following charges:
  - a. \$75.00 assessment per unassociated Container plus one (1) secondary lift charge
- ii. In addition to the charges specified in A ( i ) above, if, due to lack of Chassis, loaded railcars at destination cannot be placed within the Terminal for unloading, Shipper shall be assessed a charge of \$100.00 per day, or any portion of a day thereof, for each Container held out on railcars until unloading is performed. Normal Container free time and storage will not be initiated until Containers are available for physical unloading from rail car to Chassis.
- iii. Chassis are considered as available only when in a suitable condition for highway service, and not covered with either a loaded or empty Container.
- iv. Chassis will be accepted at destination terminal in advance of scheduled train arrival, subject to space availability. A 24 hour free time storage interval will be allowed from 11:59 p.m. of the day of chassis receipt. Each day or portion of a day thereafter, a storage charge of \$15.00 per chassis will be assessed against Shipper.
- v. At origin, Chassis must be removed from the Terminal within 24 hours after removal of the Container from the Chassis. Free time will be allowed from 11:59 p.m. of the day of removal of the Container. Each day or portion of a day thereafter, a storage charge of \$15.00 per Chassis will be assessed against Shipper.
- vi. CSXI does not warrant the condition of Chassis while left at its Terminals while in a chargeable status, following the expiration of free time.
- vii. Chassis dwelling on a CSXI Terminal in excess of 90 days after the expiration of free time will be considered abandoned and will become the property of CSXI.

**ITEM 380. WEIGHING AND RE-WEIGHING**

CSXI and its Underlying Carriers and contractors reserve the right to have any Shipment weighed to determine if it conforms to safe handling rules and Federal, State or Municipal laws. If the weight of the Shipment exceeds that shown on the transportation documents, plus 10 percent tolerance, an additional charge of \$60.00 shall be assessed against Shipper. If CSXI is requested to weigh the vehicle, and if it does so or arranges to do so, a minimum charge of \$60.00 will be assessed against Shipper, plus any accessorial charges that might be incurred to effect the weighing of the Shipment. CSXI shall also have the right, but not the obligation, to hold and transload all or a portion of the cargo within a Vehicle to another Vehicle if CSXI becomes aware that the original Vehicle is overweight. Shipper shall be responsible for all associated costs, including but not limited to, the cost of transloading, using and moving the Vehicles, and any resulting storage charges.

Shipper shall be responsible for payment of any fines and/or charges for unloading, loading or other services necessitated by a violation of any Federal, State or Municipal weight law on the part of a Shipment, and for all costs to adjust the weight of an overloaded Shipment to achieve conformity with any such law.

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**ITEM 435. FREE TIME, STORAGE AND DETENTION (Carrier Vehicles and CSXI Vehicles)**

Consult REZ1 for terms and conditions for all shipments under the CSXU, NACS, and rail controlled trailer programs.

**ITEM 440. FREE TIME AND STORAGE (Shipper Vehicles)**

**A) ORIGIN STORAGE**

Shipper Vehicles delivered to a Terminal without shipping instructions and subsequently removed will be subject to storage charges computed from the date of arrival to the date of removal without free time and at the charges set forth below.

**B) DESTINATION STORAGE**

Shipper shall be allowed 48 hours free time to cause removal of a Shipper Vehicle from its CSXI destination Terminal. Free Time for all traffic will be Day of Notification plus 2 days (48 hours).

Following the expiration of free time, storage charges will be assessed against Shipper at the charges set forth below. Free time will be computed according to the following provisions:

- i. When computing the free time allowance, Saturdays, Sundays and Holidays will be considered additional free days when they occur prior to the expiration of the free time period.
- ii. Free time shall be computed from 11:59 p.m. of the day of Notification. Notification shall be deemed to have occurred upon actual Notification or the good faith attempt and failure of Notification. A telephone notation by CSXI or its agent as to Notification will be conclusive as to the time and date that Notification was given or attempted.
- iii. When Notification is made or attempted prior to 1700 hrs (Mon – Fri, except as noted below in 440.B.vi), that day will count as the day of Notification.
- iv. When Notification is made or attempted after 1700 hrs (Mon – Fri, except as noted below in 440.B.vi), the following day will be considered the day of Notification.
- v. Storage terms at a foreign carrier's Terminal shall be governed by that carrier's Rules Circular.
- vi. CSXI is open on Saturday at numerous terminals. In addition to maintaining gate operations, some of these terminals consider Saturday as a business day in order to handle the increased volume of traffic. This will mean that, at these terminals, Saturday will count against free time and can also be considered as day of Notification. These terminals are Columbus, OH, Cleveland, OH, Nashville, TN, Indianapolis, IN, Tampa, FL and Worcester, MA (Effective 11/19/07).

**C) STORAGE CONDITIONS**

- i. Shipper Vehicle storage at Terminals will be made available at CSXI's discretion.
- ii. Shipper Vehicles will only be released through the gate upon payment of all accrued storage charges. Payment may be made by certified check, COM check, money order, corporate check, Visa, Master Charge or American Express at the Terminal gate.
- iii. A storage day is from 12:00 a.m. to 11:59 p.m. or portion thereof.
- iv. Storage conditions at Terminals other than a CSXI Terminal (as listed in Item 40) shall be governed by that carrier's Rules Circular.

**D) STORAGE CHARGES**

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- i. 1 to 10 days \$ 75.00 per day
- ii. 11 days and over \$200.00 per day
- iii. Storage charges at Terminals other than a CSXI Terminal (as listed in Item 40) shall be governed by that carrier's Rules Circular.

**ITEM 450: INABILITY TO LOCATE NOTIFY PARTY; LIEN ON VEHICLE AND CARGO**

If the Notify Party cannot be located pursuant to the shipping documents within 24 hours of a Shipment's availability for delivery, or if a Vehicle or Cargo is not removed within 48 hours after Notification or expiration of the appropriate free time if any, whichever is greater, the Vehicle and/or its Cargo may be stored at the Terminal subject to applicable storage charges or, at the option of CSXI, or CSXI's Underlying Carrier or contractor where applicable, placed in a public or customs warehouse at the sole expense of the Shipper. Arrangements for storage at a public or customs warehouse may be made, at CSXI's or its Underlying Carrier's or contractors' discretion, at limited liability and rates, which may include the lowest such rate available. Either storage arrangement, regardless of whether at a Terminal or in a public or customs warehouse, shall extinguish any and all further liability and responsibility on the part of CSXI or its Underlying Carrier or contractor for the Vehicle and/or Cargo.

A Vehicle and/or Cargo which is stored or warehoused shall be subject to a lien for all unpaid transportation and other applicable charges, including but not limited to the storage charges. CSXI will endeavor, but will not be obligated to notify the Shipper within 48 hours of learning of the storage of a Vehicle or Cargo, provided the shipping documents contain the information necessary to do so. Shipper will have thirty (30) days from actual or attempted Notification to authorize, in writing, re-delivery of the Vehicle and/or Cargo to another location or to authorize sale of the Vehicle and/or Cargo in accordance with local state law. If such written authorization is not received within that thirty (30) day period, that failure shall constitute an unequivocal and unqualified authorization to CSXI or its Underlying Carrier or contractor to make arrangements for the sale of the Vehicle and/or Cargo. The proceeds of any such sale shall be first applied to the payment of all costs of sale, then to charges due, including but not limited to transportation charges and storage charges. Any amounts remaining shall be remitted to the Shipper.

**ITEM 460. NUISANCE CARGO AND VEHICLES**

If a vehicle and/or its Cargo shall, due to leakage, odors, appearance or for any other reason, be or become offensive, a nuisance, noxious or dangerous to persons or property while in the possession of CSXI, its Underlying Carriers or its contractors, CSXI its Underlying Carriers and its contractors shall have the right, but not the obligation, to take whatever steps are necessary to dispose of, remove, remediate or correct the nuisance or the offensive, noxious or dangerous circumstance, all at the expense of and without liability to Shipper. Shipper will indemnify and hold harmless CSXI, its affiliates, Underlying Carriers and contractors and their respective directors, officers, employees and agents from and against any claim, lawsuit, loss, cost, damage or expense arising from or related to the reasonable exercise of the above rights.

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**SECTION II—MOTOR CARRIER PICKUP AND DELIVERY SERVICES**

The contractual terms and conditions in Section II, together with Section I, govern motor carrier pick up and delivery services provided by CSXI.

**ITEM 470. UNUSED VEHICLE**

When an order is placed with CSXI for motor carrier services, and cancellation of the order is not received before the driver and tractor leave the Terminal from which dispatched, or when a Vehicle is Dropped for loading and not used by Shipper, a charge of \$100.00 shall be assessed against Shipper per day, or portion thereof, computed from the time the tractor or Vehicle leaves the Terminal from which it is dispatched until it returns. Any Drayage charges associated with the movement of the Vehicle will also be assessed against Shipper. A mileage charge of \$2.00 will be applied to additional miles ran, with a minimum of \$150.00. This is first announcement and specifies formula used to calculate additional charges.

**ITEM 480. STOPPING IN TRANSIT**

Graduated Stop off Scale:

1<sup>st</sup> stop (not final delivery) \$100\*  
2<sup>nd</sup> stop (not final delivery) \$150\*

- \*Plus additional mileage charge of \$2.00 per mile after first delivery point. Also an additional charge will be applicable if any drayage point is in one of the 5 boroughs of New York City and Long Island identified by the three digit zip code range 100 through 119.
- \*Additional stops, above the two indicated above, require prior CSXI authorization. If so authorized, a charge of \$250 per stop plus \$2.00 per mile will be assessed.
- Billing instructions on multiple stop deliveries:
  - A - If drayage is included in SPQ then:
    - 1- SPQ should be used to the FIRST delivery point then stop off charge and additional mileage charge beyond first delivery point will be invoiced accessorially.
    - 2- If SPQ is used to point other than FIRST delivery point then stop off charge and additional mileage charge on circuitous miles will be invoiced accessorially. Circuitous miles will be calculated (actual miles ran – miles to spq point)\*additional mileage rate.
  - B – If a pure drayage move billed either under Directory 5 or a special MCO quote, then drayage charges will be the FIRST delivery point then stop off charges and additional charge beyond first delivery point will apply.
- Free time at each stop remains at 60 minutes per stop.
- Driver detention charge increased to \$40 for each thirty minutes (or fraction thereof)

If original pick-up and stop-offs or final delivery and stop-offs cannot be completed in one calendar day, a minimum supplemental charge of \$75.00 per additional day shall be assessed against Shipper.

Shipper agrees that it will be solely responsible for packaging the Cargo and shall properly load, block and brace each partial load within the Vehicle so that safe transit can be achieved to the next stop. At

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the next stop, it shall be the responsibility of Shipper to cause the next loading party that resumes the loading to remove the temporary blocking and bracing or to utilize the temporary blocking and bracing in the continuation of properly loading the Vehicle.

With respect to partial unloading at destination, it shall be the responsibility of the Shipper to ensure that only that portion of the Shipment that belongs to the stop-off Consignee will be unloaded, and that new blocking and bracing of the remainder of the Shipment within the Vehicle will be made by the unloading party so that the Vehicle can safely proceed to its next unloading point. The Shipper hereby agrees that it shall be the sole responsibility of the Shipper to assure that only the proper amounts of Cargo are loaded and unloaded, and that proper blocking and bracing of the partially loaded Vehicle is accomplished by the parties loading or unloading any Cargo onto or from the Vehicle.

**ITEM 490. POWER UNIT DETENTION WHEN CSXI DROPS VEHICLE**

If CSXI, upon reaching the approximate point of pickup or delivery is caused to be delayed by congestion at the Shipper's or Consignee's facility, or any other pick up or stop off point, a charge of \$40.00 will be assessed for each thirty minutes (or fraction thereof) of waiting time in excess of thirty minutes. Shipper will be responsible for all such charges.

**Note:** CSXI does not accept specific appointment times. Appointment windows may be scheduled with a 30-minute minimum window.

**ITEM 500. POWER UNIT DETENTION WHEN CSXI STAYS WITH VEHICLE**

When CSXI is performing pick-up or delivery service and due to no disability, fault or negligence on the part of CSXI, the loading or unloading of Cargo is delayed beyond the allotted free time of 60 minutes (see Note below), a minimum charge of \$40.00 for any part of the first 30 minutes after the free time, and an additional charge of \$40.00 for any part of each 30 minute increment thereafter will be applicable. On multiple stop-off loads, free time of 60 minutes per stop will be allowed before the foregoing charges start to accrue. The computation of time per Vehicle shall begin at the time the Vehicle is available for loading or unloading and shall close when the Vehicle is released. If Shipper makes an appointment on a first come, first-serve basis, computation of free time shall begin at time of Vehicle arrival at facility or at the time the facility opens for business, whichever is later. Shipper will be responsible for all such charges.

**Note:** CSXI does not accept specific appointment times. Appointment windows may be scheduled with a 30-minute minimum window.

**Note:** Free time will be 60 minutes when additional services are authorized under ADDITIONAL SERVICES (Item 510), except as noted.

**Note:** Free time will be 120 minutes with a four (4) hour appointment window.

**ITEM 510. ADDITIONAL SERVICES**

Prices which include pick-up and/or delivery service apply with respect to a Vehicle (loaded or empty) transported from Shipper's dock, platform, doorway or other facility readily accessible at point of origin to Consignees dock, platform, doorway or other facility readily accessible at destination. Different circumstances and/or additional services, such as those described below, will result in higher charges and require an SPQ or other CSXI Contract.

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CSXI will not load or unload Cargo, nor provide labor, except as follows:

- i. Driver will load or unload Cargo at the rate of \$150.00 per day or fraction thereof per vehicle.
- ii. Driver will count Cargo at a rate of \$75.00 per day or fraction thereof per vehicle.
- iii. CSXI will provide helpers to assist in loading or unloading a Vehicle at a rate of \$75.00 per day or portion thereof per helper, or \$75.00 for each 1000 pieces of Cargo contained on the Vehicle. CSXI reserves the right to engage helpers at Shipper's expense to assist the driver in loading or unloading a Shipment when any of the following conditions apply:
  - Piece count is over 1,000 pieces.
  - Individual pieces weigh over 70 lbs. each.
  - Total weight of Shipment is over 45,000 lbs.
  - Sorting of Cargo is required, in addition to loading/unloading.
- iv. For delivery to grocery or food chain distribution centers, a minimum charge of \$225.00 per day or portion thereof will be assessed for the driver and helper to unload, in addition to all other charges. This charge will be assessed in lieu of the charges in (i), (ii) and (iii) above.
- v. Where CSXI provides the loading of the Cargo within the Vehicle, Shipper shall nevertheless remain responsible for and indemnify CSXI with respect to the proper loading and securement of the Cargo within the Vehicle in accordance with Item 100 of this Directory, and CSXI shall have no responsibility or liability therefor.
- vi. Shipper must make arrangements for the driver to load or unload the Cargo within the Vehicle or to count the Cargo loaded onto the Vehicle prior to dispatch of the tractor and driver.

**ITEM 530. HOLDING OF VEHICLES**

If a Carrier Vehicle or CSXI Vehicle is held for delivery by CSXI at a CSXI Terminal 48 hours free time shall be allowed, beginning at 11:59 PM of the day the Vehicle is available for delivery, to accept the Vehicle for unloading. Following the expiration of free time, a Vehicle holding charge, as follows, shall be assessed against Shipper:

- |     |   |         |
|-----|---|---------|
| i)  | For each of the first three chargeable days or fraction thereof | \$25.00 |
| ii) | For each of the succeeding chargeable days or fraction thereof  | \$50.00 |

Shipper Vehicles held for delivery by CSXI at a CSXI Terminal shall be subject to storage charges determined in accordance with Item 440.

If a Vehicle is held for delivery by CSXI at a Terminal other than a CSXI Terminal, applicable charges will be assessed in accordance with the rules, regulations and rates of the Terminal operator. Shipper shall be responsible for those charges.

**ITEM 540. CLEANING OF VEHICLES**

When a Shipment has been unloaded from a Vehicle and because of the nature of the Cargo the interior of the Vehicle must be cleaned by CSXI, a minimum charge of \$50.00 will be assessed against Shipper.

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If a Shipment is caustic or toxic, but not necessarily a hazardous material requiring notations on the shipping documents, Shipper must notify CSXI of that circumstance and condition sufficiently in advance of the unloading to allow for the taking of appropriate precautions so that those who are doing the cleaning will not be endangered. Shipper will indemnify and hold harmless CSXI, its Underlying Carriers and contractors, and their respective directors, officers, employees and agents from and against any loss, cost, damage or expense arising from or related to Shipper's failure to so notify CSXI.

**ITEM 550. REFUSED OR REDELIVERED SHIPMENTS**

When due to no fault of CSXI, a Shipment is refused and/or rejected, and a Vehicle must be returned to a Terminal or a Vehicle is required to be redelivered, the original drayage price including an additional charge of \$150 or \$2.00 per mile round-trip charge (which ever is greater) plus any assessorial charges incurred will be assessed the shipper.

**ITEM 560. LAYOVER**

When due to no fault of CSXI, a driver is required to layover at the point of loading or unloading, a charge of \$100.00 for the layover, in addition to any applicable detention or other assessorial charges, will be assessed against Shipper.

**ITEM 580. DIVERSION OR RE-CONSIGNMENT**

Diversion or re-consignment of Drayage to be provided by CSXI must be arranged and agreed to in writing in advance, and is subject to a minimum diversion or re-consignment charge of \$150.00 with a \$2.00 per mile round trip charge, in addition to all other charges associated with the request. CSXI agrees to attempt to make a requested diversion in those situations where doing so is agreed to by CSXI in time for orders to be issued to the proper party or parties for the diversion, but CSXI will not guarantee nor be responsible if an Underlying Carrier or other contractor cannot or does not effectuate or complete the diversion.

**ITEM 590. VEHICLE DROPPED AT ORIGIN OR DESTINATION**

CSXI will not drop Vehicles for loading or unloading except by prior special arrangement with Shipper in the form of an SPQ or other CSXI Contract setting forth the additional charges to be paid by Shipper. If drop request approved by CSXI, a drop charge of \$150 or \$2.00 per mile round-trip charge (which ever is greater) will be assessed for Origin or Destination drops. The same free time charges found in Free Time, Storage and Detention (Item 435) in this Directory will apply to Vehicles that have been dropped at Shipper's request.

Shipper must designate in writing, in advance, the specific location for the Vehicle to be left at origin, and for the loaded Vehicle to be left at destination. If a particular location is not available for leaving the Vehicle, the Vehicle will not be left and the Shipper agrees to be responsible for any original and re-delivery charges. If CSXI leaves the Vehicle at or about the designated location, it shall be deemed to have fully complied with the Shipper's instructions and the Vehicle will be considered as delivered into the possession of the Shipper, which shall be fully responsible for any and all loss or damage to the Vehicle and/or Cargo.

Carrier Vehicles or CSXI Vehicles dropped at a Shipper's or Consignee's facility by CSXI may only be removed from that facility by CSXI. If such a Vehicle is moved from the facility by someone other than CSXI, Shipper will be liable for any additional charges or costs which may be assessed or result from doing

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so. If CSXI is requested to pick up such a Vehicle at a location which is different from where the Vehicle was originally dropped, Shipper will be assessed a \$50 charge.

**ITEM 600. OVERWEIGHT CONDITIONS**

The Shipper warrants that CSXI may rely on the Shipper's documentation as to the amount of weight that is associated with a Vehicle. In determining the weight, the Shipper must take into consideration the tare weights of the Vehicle (including chassis), the position of the vehicle tandems (if sliding) prior to loading, and the weight distribution of the Cargo (including required blocking and bracing). All costs, including fines, for over weight infractions will be assessed against the Shipper. Overweight Shipments will be handled in the following manner.

a) FROM SHIPPER TO ORIGIN TERMINAL

With respect to overweight infractions occurring after a CSXI pickup and before reaching the origin Terminal, the Shipment will be returned to the Shipper for correction, if CSXI is allowed to do so. If the Shipment cannot be returned, Shipper shall arrange for correction of the overweight condition at Shipper's expense. Shipper shall be responsible for all charges associated with the pickup as originally arranged, as well as all additional or other costs or changes arising from the overweight infraction, including but not limited to storage, delay and redelivery charges. The CSXI administrative charge for positioning the units with either spotting trucks or lift machinery, dock or ramp space for the work to be done, security if necessary, computer and phone work will be \$500.00 and assessed against the Shipper.

b) FROM DESTINATION TERMINAL TO CONSIGNEE

With respect to overweight infractions occurring after arrival at the destination Terminal and before reaching the Consignee, the Shipment will be delivered to the Consignee if CSXI is allowed to do so. If the Shipment cannot be delivered, Shipper shall arrange for correction of the overweight condition at Shipper's expense. Shipper shall be responsible for all charges associated with the delivery as originally arranged, as well as all additional or other costs or charges arising from the overweight infraction, including but not limited to storage, delay and redelivery charges. The CSXI administrative charge for positioning the units with either spotting trucks or lift machinery, dock or ramp space for the work to be done, security if necessary, computer and phone work will be \$500.00 and assessed against the Shipper.

**ITEM 610. SHIPMENT OF HAZARDOUS MATERIALS**

When CSXI performs pick-up or delivery service of shipments involving allowable hazardous materials, the shipper will be responsible for additional charges as follows:

- a) A \$300 fee per shipment on all allowable hazardous materials shipments, regardless of quantity.
- b) A surcharge of \$300 per shipment will be assessed if shipper fails to notify CSXI of allowable hazardous materials at the time of placing an order.
- c) A surcharge of \$6000 per shipment will be assessed on mis-declared hazardous materials discovered enroute.

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The following is a list of current and past revisions to this document:

<b>Item Revised</b>	<b>Effective Date of Revision</b>
Item 435 (A)	March 1, 2004
Items 400, 410, 440	July 15, 2004
Item 220	September 10, 2004
Items 220, 510, 580	October 4, 2004
Items 151, 177	January 1, 2005
Items 107, 230	January 31, 2005
Items 220, 440	March 18, 2005
Item 220	May 26, 2005
Item 175	June 10, 2005
Items 490, 500	June 24, 2005
Items 190, 440	August 6, 2005
Items 20, 370	September 1, 2005
Item 90	October 1, 2005
Item 370	October 26, 2006
Items 179, 370, 440	November 19, 2005
Items 151, 220, 340, 365	December 1, 2005
Item 177	January 1, 2006
Item 220 (A)	October 1, 2006
Items 177, 370	October 30, 2006
Items 177, 480, 500, 530, 550, 590	January 1, 2007
Items 20, 90, 230, 350, 360, 610	June 18, 2007
Items 10, 20, 40, 220, 435, 440	November 1, 2007
Item 177	January 1, 2008