

ENRON FREIGHT MARKETS CORP.
GENERAL TERMS AND CONDITIONS FOR SPOT SALES
OF INTERMODAL TRANSPORTATION CAPACITY TRANSACTIONS

Effective Date: May 1, 2000

1. Description

This *Enron Freight Markets Corp. General Terms and Conditions for Spot Sales of Intermodal Transportation Capacity Transactions* (“Directory”) sets forth the terms and conditions under which Enron Freight Markets Corp., formerly known as Webmodal, Inc. (“EFM”) will arrange for the providing of intermodal and other freight transportation related services. These services may include trailer or container with or without chassis attached (“Vehicle”) transportation by rail, drayage carriage, motor carriage, or carload services, as set forth herein or otherwise undertaken.

2. Coverage of Directory

The terms and conditions in this Directory shall apply to all shipments for which EFM arranges transportation services. By tendering a shipment to EFM for transportation services, the person or entity (“Shipper”) contracting to engage the services of EFM shall be deemed to have agreed to this Directory’s terms and conditions.

3. Non-Agency Status

EFM offers its services as an intermediary between Shipper and the parties who will provide the physical services required. EFM is not, and does not hold itself out to be, a carrier or an agent of the carrier, but, rather, acts as an independent intermediary for Shipper in arranging transportation services. EFM shall have no responsibilities or obligations to Shipper other than those set forth in this Directory, or as otherwise agreed between the parties in writing.

4. Limitations of Liability

EFM will not insure or otherwise assume liability for any cargo loss or damage or any other claim associated with shipments tendered. In tendering shipments to EFM, Shipper is solely relying on the insurance coverage provided for by the carrier or party actually performing the physical service (“Carrier”).

EFM will make reasonable efforts to assure that each Carrier partner maintains insurance coverage for transportation services as set forth herein. Shipper is responsible for verifying that the insurance coverages as reflected in Carrier’s filed profile with EFM meets Shipper’s specific needs.

In the absence of a specific agreement between EFM and Shipper for supplemental insurance coverage, the legal liability and corresponding insurance limits that will apply to each shipment is as follows:

- (a) Carrier liability for loss or damage to a single Vehicle and cargo shall not exceed \$100,000.
- (b) Commercial automobile liability insurance in the amount of \$1,000,000 combined single limit, and commercial general liability insurance in the amount of \$1,000,000.

Neither EFM nor its Carriers will be liable for losses or damages in excess of the above limits regardless of the actual amount of loss or damage experienced. EFM offers higher limits of liability, which may be negotiated on a case-by-case basis for increased compensation.

EFM will not be liable for any loss or damages if the loss or damages 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. Shipper is responsible to assure compliance with proper packaging, loading and securing of freight transacted hereunder. EFM will not be liable in any event

for loss or damage to the Vehicle, its contents or to third parties arising from or relating to inherent vice or defect in the cargo, an act of God, improper packaging, loading or securing, or the method of shipment chosen by Shipper.

Neither EFM nor its Carriers will be liable for any loss or damages to Shipper or any third party resulting from a shipping delay. Any estimated times of arrival or appointments are merely for the convenience of scheduling and do not constitute contractual promises or legal commitments.

5. Shipper Responsibilities

A. Shipping Documentation

The Shipper must provide documentation and complete shipping instructions for each load tendered to EFM. EFM uses a shipping instruction form that improves billing accuracy when it is properly completed. EFM encourages all Shippers to use this document. Please call EFM at (713) 853-5178 to request a copy of the shipping instruction form. The shipping instruction document contains, but is not limited to, the following required information:

- (1) Origin city, state
- (2) Delivery city, state
- (3) Delivery time, date, location, days/hours of operation
- (4) Applicable accessorial services required
- (5) Equipment type and grade
- (6) Commodity description (FAK not acceptable)
- (7) Actual Shipper, address
- (8) Consignee, address
- (9) 24 hours seven days a week contact information
- (10) Intermodal Weight Certification
- (11) Hazardous Materials shipping documents (when applicable)

Shipper will indemnify and hold harmless EFM, its affiliates, Carriers, and their respective directors, officers, employees and agents (collectively "EFM and its Carriers") for and against any claim, lawsuit, loss, 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 (collectively "Claims, Losses, Costs and Fees") arising from or related to incomplete, incorrect or misrepresented information provided on shipping instruction form or in any other communication with EFM.

Shipper shall be responsible for any damages, costs, or other expenses incurred arising from or related to incomplete, incorrect or misrepresented information provided on shipping instruction form or in any other communication with EFM.

B. Vehicle Loading and Unloading

Shipper agrees that it shall carefully inspect all Vehicles tendered to it for use in transporting cargo and determine if the Vehicle is suitable to protect and preserve the cargo during transit. EFM and its Carriers will not be liable for loss or damage to cargo or any other expense, liability or loss caused by defects in a Vehicle that the Shipper's inspection could have discovered prior to loading.

Shipper, or its agent, must provide and apply seals to doors of each loaded Vehicle. If consignee, or its agent, identifies any evidence of unauthorized entry or damage, consignee must notify EFM immediately and note the seal deficiency on the delivery receipt before a Vehicle is removed from the Carrier's premises.

Shipper is solely responsible for the proper packaging, placarding, loading and unloading of cargo within and from the Vehicle, including securing, blocking and bracing. This responsibility extends to the proper distribution of weight within the Vehicle so as to comply with local, state and federal laws and regulations regarding Vehicle weight.

Shipper will indemnify and hold harmless EFM and its Carriers for and against Claims, Losses, Costs and fees arising from or related to (i) improper or negligent packaging, loading, unloading, securing, blocking or bracing of cargo within a Vehicle tendered to EFM, or (ii) Shipper's use of Vehicle without the consent of EFM and its Carriers.

Shipper shall be responsible for all damages, costs, or other expenses or liabilities incurred in connection with the improper packaging, placarding, documenting, loading, unloading, securing, blocking or bracing.

The Association of American Railroads ("AAR") provides guidance on appropriate loading, unloading, and blocking and bracing techniques through publications and professional advice. In addition, many of EFM's Carriers have guidelines of their own on the subject. Shipper may contact EFM directly for information or referrals concerning proper packaging, placarding, loading, unloading, securement, blocking and bracing techniques. EFM's Carriers are available to consult with Shipper in loading and securing planning.

If a loaded Vehicle, while in transit, is deemed unsafe for movement due to a load shift or any damage that is determined to have been caused by improper packaging, loading, blocking or bracing, EFM will notify the Shipper of the problem so that Shipper may arrange, at Shipper's own expense, for repair of the Vehicle, securement of the cargo, or transfer of cargo to another Vehicle. Carriers may also assess Shipper an additional accessorial charge in connection with such situations.

Shipper is responsible for unloading cargo without damaging the Vehicle, and must completely unload the Vehicle, including all packing, blocking and bracing material and any other debris. If Shipper fails to comply with these cleaning requirements, the Carrier can clean or reject the Vehicle. If the Carrier cleans the Vehicle, Shipper will be assessed the cost of cleaning and any other related accessorial charges.

C. Shipment Weight

The Shipper will ensure that, for loads tendered to EFM, the Vehicle gross and axle weights conform to federal, state, and local highway safety and weight limitations, at origin, en route and at destination. EFM and its Carriers may, but are not required to, weigh any loaded Vehicle. If Shipper has concerns that a loaded Vehicle may exceed such limitations, it is Shipper's responsibility to weigh the loaded Vehicle prior to shipment.

EFM recommends that the following gross cargo weights (including packing and securing materials) not be exceeded:

For Vehicles 40 feet in length or greater, 45,000 pounds;
For Vehicles less than 40 feet in length, 27,000 pounds.

If an overweight Vehicle is discovered, it will be rejected and Shipper will be notified to retrieve the Vehicle, at Shipper's sole expense.

Shipper is required by federal law to provide a written and signed certification of the gross weight of the cargo and packing materials. In addition to the penalties and costs provided in law, if the weight of the shipment exceeds that certified on the transportation documents, or implied by law in the absence of same, accessorial charges, as determined by the Carrier, may be assessed against the Shipper and imposed against the cargo by lien.

Shipper will indemnify and hold harmless EFM and its Carriers for and against Claims, Losses, Costs and Fees arising from or related to Shipper's failure to perform its duties and responsibilities relating to assuring compliance with weight restrictions. Shipper shall likewise be responsible for any damages, costs, or other expenses arising from or related to its failure to perform its duties and responsibilities relating to assuring compliance with weight restrictions.

D. Cargo Claims and Filing Requirements

Cargo claims for shortages or inconsistencies of cargo between the shipping documents and the physical receipts shall not be the liability of Carrier or EFM. All shipments are accepted on the condition that the load and count is solely Shipper's responsibility. Neither Carriers nor their agents are authorized to verify load contents or counts.

EFM will act as an intermediary for the purpose of presenting Shipper's claims for loss of or damage to cargo ("Cargo Claims") to the Carriers involved in the shipment. In doing so, EFM neither accepts liability nor undertakes to guarantee or otherwise enforce settlement of Shipper's claim. EFM's role is that of a claims facilitator.

All Cargo Claims must be in writing, electronic or otherwise, and received by EFM or its Carrier within 45 days from the date of delivery of the shipment. If the shipment has not been delivered, then the claim must be filed within 45 days of the time that the shipment was scheduled for delivery. The claim must be properly supported with documentation to establish loss and/or damage, the nature and extent of same and the market value of the loss. If Shipper submits the claim directly to Carrier, EFM will have no further responsibility with respect to claims facilitation.

A Cargo Claim or an action may not be initiated or maintained against EFM. A Cargo Claim or an action may be brought against the Carrier involved in the shipment only by the Shipper transacting with EFM. The claim must also comply with the filing requirements contained in all applicable Carrier publications.

If a Cargo Claim is submitted to EFM, EFM will, within 15 days of receipt of the claim, acknowledge its receipt and will, within 90 days of the receipt of the claim, notify Shipper of Carrier's disposition of claim. If filed directly with Carrier, Carrier's claim rules shall apply.

If Shipper has not submitted a claim in the manner required by this Directory within 45 days after actual or scheduled delivery of any shipment, any obligations to pay Cargo Claims shall be extinguished, and EFM and its Carriers shall be released from any liability therefor. If a properly and timely submitted Cargo Claim is not resolved by agreement of the parties, either party may commence an arbitration pursuant to Paragraph 8 below within one year from the date of either actual or scheduled delivery. If an arbitration is not commenced within such time period, Shipper's claim shall be extinguished and EFM and its Carriers shall be released from any liability therefor.

If damage or unauthorized entry to the Vehicle, including shortage of cargo, is noted at destination, Shipper shall notify EFM immediately in writing, advising the nature and extent of the damage or shortage. No shortage of cargo claims will be processed if shipment is delivered with the cargo seal applied at origin intact. The intact condition of the cargo seal shall be conclusive evidence that neither EFM nor its Carriers have liability for the claim.

Prompt written notification of cargo damage is required so that EFM can arrange for an inspection of the shipment if, at its sole discretion, doing so is warranted. The failure of Shipper to notify EFM within 24 hours shall constitute an unconditional release by Shipper of any responsibility on the part of EFM or its Carriers to process or pay a claim relating to shipment. At EFM's or Carrier'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 loss or damage. However, failure of EFM or its Carriers to inspect the Vehicle and cargo will not be considered a waiver of any defenses or counterclaims EFM or its Carriers may have with respect to a Cargo Claim.

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, including salvage.

E. Shipper-Provided Equipment

The Shipper shall ensure that any Shipper-provided Vehicle is of suitable design and construction for standard lift-device handling, and Vehicle must be of suitable design and construction for safe TOFC/COFC/DOUBLESTACK service on railcars, streets and highways. This includes, but is not limited to, compliance with AAR Specifications M 931 and M 930, as the same are from time to time amended.

Shipper-provided Vehicles shall meet all state and federal safety regulations and licensing requirements in jurisdictions of Vehicle operation. Shipper shall provide necessary Vehicle licensing, either permanent or temporary, as appropriate for highway transportation.

Shipper shall provide only Vehicles that comply with AAR specifications for intermodal Vehicle handling. Shipper is obligated to provide chassis at origin and destination if the Vehicle is not equipped with wheels and associated systems.

Shipper will indemnify and hold harmless EFM and its Carriers for and against Claims, Losses, Costs and Fees arising from Shipper-provided Vehicles not in compliance with the responsibilities set forth herein.

Shipper shall be responsible for any damages, costs, or other expenses incurred due to Shipper providing Vehicles arising from Shipper providing Vehicles not in compliance with its responsibilities set forth herein. A Carrier's acceptance of the Vehicle, through interchange or otherwise, does not waive or otherwise limit a Shipper's responsibility to comply with its responsibilities set forth herein.

F. Payment Terms and Provisions

All shipment billing issued by EFM will be based on the rates and schedules as published at the time Shipper executes the order for transportation.

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 incurred by use of services arranged or provided by EFM.

A Shipper may not withhold payment of transportation or other charges as a setoff because of a dispute or Cargo Claim with EFM or its Carriers. No Cargo Claim will be processed or settled with respect to a shipment until Shipper has paid the transportation and other charges associated with that shipment.

All EFM transportation invoices must be paid in full within 15 days of invoice receipt. If EFM does not receive payment within 15 days of invoice, EFM may assess Shipper with late charges and may refuse to execute further shipments.

G. Shipment Description

It is Shipper's sole and exclusive responsibility to describe the contents of a shipment with sufficient particularity to comply with law and to permit EFM and its Carriers to undertake their transportation responsibilities safely and knowledgeably. A sufficient description includes the reasonable identification of the cargo and its condition of assembly as well as the manner packaged. Freight All Kinds ("FAK") is not a sufficient description of the cargo.

Shipper will indemnify and hold harmless EFM and its Carriers for and against Claims, Losses, Costs and Fees arising from shipment description insufficiency or misdescription.

Shipper shall be responsible for any damages, costs, or other expenses incurred due to shipment description insufficiency or misdescription, and additional accessorial charges may also be assessed against Shipper at the discretion of Carrier or EFM.

H. Accessorial Services and Charges

In general, initial accessorial charges will be calculated pursuant to the shipping instructions submitted at time of order execution. In addition, Shipper is responsible for any additional accessorial charges resulting from Shipper's or receiver's deviations from the shipping instructions submitted at time of order execution, which may be assessed by EFM or its Carriers, and any associated federal, state, and local taxes or charges.

Accessorial charges may include, but are not limited to, the following:

- (a) Rail Carriers – load, unload, chassis use, origin and destination storage and detention, repackage, overload, fuel surcharge, shipment misdescription, stop-offs, cleaning, unused Vehicle, blocking and bracing, safety inspection, refused and redelivered equipment, and equipment damage or misuse.
- (b) Drayage Carriers - free time, driver detention, driver load/unload, driver count, lumper services, weighing and adjustments, collect and C.O.D. fee, trailer cleaning, hazardous materials surcharges, dry runs, storage and advanced storage charges, no billing at railroad, stop-offs, diversions, overloads and fines, lift charges, per diem domestic

equipment, per diem steamship equipment, chassis rental, chassis flip/switch, split returns, redelivery, equipment staging, refused loads, bridge tolls, chassis splits and repositioning, misuse charges, blocking and bracing, USDA exams, late gate delivery pick-up, refrigerated equipment, local surcharges, trip permits, weight/payload premium, trainloads, layover charges, in-bond shipments, oversized equipment, shunting, overweight and transit permits, fire repair, equipment damage and repairs, citations and fines relating to misdescription, weight, content, required shipping documents, required placarding, specialized equipment and equipment lease charges.

Shipper may contact EFM directly for information or referrals concerning accessorial charges.

I. Storage and Detention

In general, Storage and Detention charges will be calculated pursuant to the shipping instructions submitted at time of order execution. In addition, Shipper is responsible for any additional Storage and Detention charges resulting from the Shipper's or receiver's failure to adhere to the shipping instructions submitted at time of order execution, which may be assessed by EFM or its Carriers.

Storage free time is the amount of time a Vehicle can remain at a Carrier's facility without incurring Storage charges. Destination free time usually but not always begins at notification, resulting in the Vehicle being available for delivery. Storage charges may be assessed at origin and/or destination. Applicable Storage charges are in addition to any applicable Detention charges.

Detention free time is the time allowed to drop and pull a rail-controlled Vehicle. The Shipper will incur Detention charges after free time has expired. Shipper is charged with knowledge of the Detention free time and charges rules. Applicable Detention charges are in addition to any applicable Storage charges.

Drayage Carriers may impose Storage and Detention surcharges in addition to Rail Carrier Storage and Detention charges.

Shipper will be responsible for any and all Storage and/or Detention charges.

Please see Appendix A for a summary of Storage and Detention free time and charges. Shipper may contact EFM directly for information or referrals concerning accessorial charges.

6. Conditions of Liability

In those instances where loss or damage arises while a shipment is in the possession of a Carrier engaged by EFM to perform services with respect to that shipment, and it is proven that Carrier is at fault for loss or damage as governed by the rules of this Directory, then the liability of EFM, if any, shall not exceed the liability undertaken by or imposed upon the Carrier transporting the shipment and as limited herein. The Carrier shall not be liable for loss or damage to cargo unless there is proof of negligence proximately causing the loss or damage. To the extent the Carrier's liability for the shipment is defined or limited in its contract with EFM, Shipper shall be bound thereby. In no event shall Carrier or EFM be liable for damages of any type in excess of the maximum liability set forth herein. Devaluation of cargo by reason of time of delivery shall not be a character of damage recoverable in any event, nor shall consequential damages of any type be recoverable.

In no event shall Carrier's total liability for cargo loss or damage with respect to a shipment exceed the lesser of shipment's actual cost, or \$100,000, nor shall Carrier or EFM be responsible for any special, consequential, indirect, or punitive damages, interest, or attorney's fees.

By accepting EFM's transportation offer without obtaining a higher loss or damage limit, the Shipper acknowledges that it has chosen to accept the limited liability terms as outlined in this Directory.

7. Force Majeure

EFM and Carriers shall be excused from fulfilling their obligations under this Directory or in a EFM contract if it or its Carriers are prevented or delayed in such performance by conditions beyond their reasonable control, including, but not limited to, fire

or explosions; lockouts; strikes; acts of God, including but not limited to, floods, hurricanes, tornadoes, earthquakes, severe weather and natural disasters; war; insurrection; derailment; acts of the public enemy; acts of governmental authority; embargo; quarantine; or any conditions identified in Paragraph 18, below.

8. Arbitration / Litigation

Shipper agrees that disputes arising under EFM contracts or in connection with services provided will be submitted to Arbitration before a single arbitrator under the Rules for Commercial Arbitration of the American Arbitration Association as the same are from time to time amended.

If Shipper disputes the declination by EFM or Carrier of all or any part of a claim by Shipper, Shipper and EFM agree, prior to commencement of any legal proceedings by Shipper in furtherance of the claim, to submit the claim to Arbitration. The Arbitration will be conducted in Chicago, Illinois or another location mutually agreed to by EFM and Shipper. Each party will bear its own costs of arbitration and the costs of the arbitration will be split between them.

Arbitration is the sole remedy available to Shipper in connection with shipping disputes or other disputes hereunder. EFM shall be permitted to commence litigation in connection with collection of monies due in payment for services rendered. However, for all other disputes with Shipper, arbitration is the sole remedy available to EFM. If a shipping dispute or other dispute hereunder is not resolved by agreement of the parties, either party may commence an arbitration as set forth above within one year from the date of either actual or scheduled delivery of the shipment in dispute or other event giving rise to the dispute. If an arbitration is not commenced within such time period, the disputed claim shall be extinguished and all parties shall be released from any liability therefor.

9. Prohibited Commodities

The following commodities as well as precursors and derivatives of same are prohibited and will NOT be accepted for Shipment:

- A. Acetone Cyanohydrin, Stabilized
- B. Acrylonitrile, Inhibited
- C. Allyl Alcohol
- D. Aniline
- E. Arsenic Acid Liquid
- F. Arsenic Trichloride
- G. Arsenical Compounds, Liquid
- H. Asbestos
- I. Batteries
- J. Benzene
- K. Benzyl Bromide
- L. Benzyl Chloride
- M. Bromine Pentafluoride
- N. Bromine Trifluoride
- O. BromineUI
- P. Carbon Tetrachloride
- Q. Chlorobenzene
- R. Chloroform
- S. Chloropicrin
- T. Chloroprene, Inhibited
- U. Cores and core assemblies, or Fuel Blanket Assemblies
- V. Crushed automobile hulks
- W. Cyanide Solutions
- X. Deeds, drafts, notes, or valuable papers of any kind
- Y. Dibenzofurans including materials containing dibenzofurans
- Z. Dichlorobenzene
- AA. Dichlorobutene

BB. Dichloromethane (Methylene Chloride)
 CC. Dimethyl Sulfate
 DD. Dimethylhydrazine, Sym and Unsym
 EE. Dioxins including materials containing dioxins
 FF. Division 1.1, 1.2, 1.3, or 1.4 explosives as defined in 49 CFR 173.50 or otherwise
 GG. Epichlorohydrin
 HH. Ethylene Dibromide
 II. Ethylene Dichloride
 JJ. Ethylene Oxide
 KK. Explosives
 LL. Formaldehyde Solutions
 MM. Hexachloroacetone
 NN. Hexachlorobenzene
 OO. Hexachlorobutadiene
 PP. Hexachlorocyclopentadiene
 QQ. Hexachloroethane
 RR. Hydrazine
 SS. Hydrocyanic Acid Solutions
 TT. Isocyanates N.O.S.
 UU. Jewelry, other than costume or novelty
 VV. Long or bulky items that cannot be loaded in or on trailers without overhang
 WW. Liquid bulk commodities in bladders, plastic liners, or the equivalent
 XX. Livestock
 YY. Medical or industrial wastes
 ZZ. Mercury
 AAA. Metals, coiled
 BBB. Methyl Chloroform
 CCC. Methyl Parathion
 DDD. Methylene Chloride
 EEE. Motor Fuel Anti-Knock Mixtures
 FFF. Motor Vehicles
 GGG. N-Butyl Isocyanate
 HHH. Organochlorine
 III. Parathion
 JJJ. Pentaborane
 KKK. Pentachloroethane
 LLL. Perchloroethylene
 MMM. Phenyl Isocyanate
 NNN. Phenylhydrazine
 OOO. Poisons Division 2.3, Hazard Zone A-D or Division 6.1.PG I. Hazard Zone A-B
 PPP. Polychlorinated biphenyls (PCBs) including oils or other materials or articles containing PCBs
 QQQ. Postage stamps, or letter Crotonaldehyde, Stabilized
 RRR. Diethyldichlorosilane
 SSS. Packets of letters with or without postage stamps affixed
 TTT. Precious metals or articles manufactured therefrom
 UUU. Precious stones
 VVV. Propylene Oxide
 WWW. Propyleneimine, Inhibited
 XXX. Pyrophoric Liquids, N.O.S.
 YYY. Radioactive Materials Class 7
 ZZZ. Railway wheels
 AAAA. Revenues
 BBBB. Solid materials containing PCB materials
 CCCC. State designated special wastes
 DDDD. Tert-Butyl Isocyanate
 EEEE. Tetrachloroethane
 FFFF. Tetrachloroethylene
 GGGG. Tetraethyl Lead
 HHHH. Trichloroethylene
 IIII. United States Postal Service Mail of any class
 JJJJ. Vinylidene

KKKK. Shipments in rail-controlled equipment containing carbon blacks, dump carts, trailers, wagons, hide, pelts, skins, or any other animal product with contaminating odor.

Shipper will indemnify and hold harmless EFM and its Carriers for and against Claims, Losses, Costs and Fees arising from or related to commodity misdescription.

Shipper shall be responsible for any damages, costs, or other expenses incurred due to shipment misdescription. Additional accessorial charges may also be assessed against the Shipper including charges incurred to recondition rail-controlled equipment.

10. Restricted Commodities

The following commodities will not be accepted for shipment without prior written agreement, and will only be accepted pursuant to a Special Quotation or other EFM contract; it is the Shipper's responsibility to contact a EFM Customer Service Representative for the issuance of such Quotation and/or contract:

- A. Acetaldehyde
- B. Acetonitrile
- C. Aircraft, parts and components
- D. Air-flight training aids, devices, or electronics
- E. Ammunition
- F. Animals or carcasses
- G. Animals, live, frozen
- H. Animals, stuffed or mounted
- I. Arsenic trichloride, liquid
- J. Articles likely to damage freight equipment
- K. Asphalt
- L. Bogies, chassis, flat bed trailers, or flat racks
- M. Bromobenzene
- N. Bulk bakery product waste
- O. Bulk commodities
- P. Butyl mercaptan
- Q. Biphenyls, polychlorinated (PCB)
- R. Carbon blacks
- S. Chloroacetone (Stabilized)
- T. Chloroacetonitrile
- U. Chloroacetone
- V. Chlorophenols, liquid
- W. Cigarettes, cigars, and other manufactured tobacco products
- X. Coal or coke
- Y. Coins, currency
- Z. Commodities requiring protection from heat or cold
- AA. Copper cathode
- BB. Copra
- CC. Creosote or creosoted materials
- DD. Crotonaldehyde, Stabilized
- EE. Diethylchlorosilane
- FF. Diketene, Inhibited
- GG. Dimensional, high/wide or oversized loads
- HH. Dimethyldichlorosilane
- II. Dinitrobenzenes
- JJ. Dinitrophenol solution
- KK. Dinitrotoluenes
- LL. Dioxane
- MM. Division 4.3 commodities
- NN. Dry cell batteries
- OO. Dump carts, trailers and wagons
- PP. Ethyl Chloroformate
- QQ. Ethyleneimine

RR. Ethyltrichlorosilane
 SS. Extraordinary valued property
 TT. Firearms
 UU. Fish scrap or meal
 VV. Fish, shellfish, crustaceans
 WW. Fresh fruits and vegetables, any kind
 XX. Fruit juices, including frozen or semi-frozen concentrates
 YY. Fungicides
 ZZ. Guidance systems or electronic guidance control apparatus missiles
 AAA. Hazardous materials, waste, or liquids
 BBB. Hides, pelts, skins or any other animal products
 CCC. House or building sections
 DDD. Household goods
 EEE. Huran
 FFF. Hydrofluoric acid solution ID No. UN 1790
 GGG. Ice, ice cream and frozen novelties
 HHH. Iron oxide slurry residue for extraction of iron
 III. Isobutyl Isocyanate
 JJJ. Isopropyl Isocyanate
 KKK. Lime sludge or waste
 LLL. Marine vessels of any kind
 MMM. Medical equipment, supplies, or hardware
 NNN. Medicine, drugs, pharmaceuticals
 OOO. Methyl Chloroformate
 PPP. Methyl cyanide
 QQQ. Methyl ethe
 RRR. Methyl hydrazine
 SSS. Methyl Isocyanate
 TTT. Methyl Methacrylate
 UUU. Military tracking, radar, communications equipment, electronics, or surveillance equipment
 VVV. Missile/rocket electronic apparatus
 WWW. Missiles, rockets, guided
 XXX. Motor Vehicles of all kinds
 YYY. Municipal garbage waste
 ZZZ. Nematocide
 AAAA. Nitric acid, fuming
 BBBB. Nitrobenzene
 CCCC. Nitrochlorobenzene
 DDDD. Nitromethane
 EEEE. Nitropropane
 FFFF. N-Propyl Chloroformate
 GGGG. N-Propyl Isocyanate
 HHHH. Nuclear materials
 IIII. O-Anisidine
 JJJJ. Outfits, radio repair
 KKKK. Personal effects
 LLLL. Phelon
 MMMM. Phenyl Marcaptan
 NNNN. Phosphorus Oxychloride
 OOOO. Phosphorus Trichloride
 PPPP. Pipe, loose, when moving in refrigerated equipment
 QQQQ. Plants, living or fresh cut, including Christmas trees
 RRRR. Poisons, DOT classified, when moving in refrigerated equipment
 SSSS. Potatoes
 TTTT. Printed materials
 UUUU. Propargyl alcohol
 VVVV. Propionitrile
 WWWW. Pyridine
 XXXX. Radioactive materials, any
 YYYY. Railway wheels
 ZZZZ. Raw wooden logs, native or foreign
 AAAAA. Rockets

BBBBB. Rolled paper
CCCCC. Rubber shavings or turnings
DDDDD. Scrap metals
EEEE. Silicone chloride
FFFF. Sodium compounds
GGGG. Sulfur chloride
HHHH. Sulfur dichloride
IIII. Tetranitromethane
JJJJ. Tire fabric
KKKK. Toluene Diisocyanate
LLLL. Toluenediamine
MMMM. Toluidines
NNNN. Trainers, air flight, or flight training aids or devices, electronic
OOOO. U.S. Post Office Department of Mail, mail of any class
PPPP. Used business equipment, office furnishing or furniture
QQQQ. Used household goods
RRRR. Used machinery, equipment, auto parts, assembled or in components
SSSS. Used tires
TTTT. Vehicle compounds
WWWW. Waste materials, non-hazardous
XXXX. Watermelons

Shipper will indemnify and hold harmless EFM and its Carriers for and against Claims, Losses, Costs and Fees arising from or related to shipment misdescription.

Shipper shall be responsible for any damages, costs, or other expenses incurred due to shipment misdescription, and additional accessorial charges may be assessed against the Shipper including any charges incurred to recondition rail-controlled equipment.

11. Hazardous Commodities

Hazardous commodities will not be accepted for delivery absent prior written agreement, and will only be accepted pursuant to a Special Quotation or other EFM contract; it is the Shipper's responsibility to contact a EFM Customer Service Representative for the issuance of such Quotation and/or contract.

Shipper must comply with any applicable Carrier restrictions as well as all federal, state, and local laws governing hazardous commodities, including selecting equipment, packaging, placarding, labeling, marking, blocking, bracing, loading, unloading, and handling.

After unloading the hazardous commodity and before returning and releasing any equipment to the Carrier, the Shipper must inspect, decontaminate, clean, and repair the equipment used for any hazardous materials shipment.

At Railroad Carrier destination ramp, federal regulations require removal of hazardous shipments within 48 hours after notification to the party identified as responsible for load delivery. If not removed within 48 hours, the shipment will be immediately disposed of in accordance with federal regulations, and the Shipper shall incur all associated costs.

Shipper is solely responsible for and shall indemnify and hold harmless EFM and its Carriers for and against Claims, Losses, Costs and Fees as a direct or indirect result of the Shipper's failure to comply with the provisions in this paragraph, including all tariffs, rules, and regulations referenced herein.

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 EFM or its Carriers to satisfy property damage claims, personal injury claims, clean up costs, settlements, judgments, fines or penalties, or other resulting assessments. Shipper's liability will be absolute regardless of the existence of any negligent act or omission by EFM or its Carriers that contributes to such loss, damage, or cost. Shipper shall have no right of subrogation or equitable indemnification against either EFM or Carrier.

12. Temperature Controlled Commodities / Biodegradable Products

Commodities requiring temperature controlled equipment or biodegradable products will not be accepted for shipment absent prior written agreement, and will only be accepted pursuant to a Special Quotation or other EFM contract; it is the Shipper's responsibility to contact a EFM Customer Service Representative for the issuance of such Quotation and/or contract.

The Shipper assumes all liability for loss, damage and spoilage due to biodegradability, incorrect thermostat setting, or a malfunction of any refrigeration, fuel tank, gauge, or other device on the Vehicle designed or used to control temperature or build-up of heat. Shipper is responsible for fueling, monitoring, maintaining, providing or arranging for the provision of any refrigerant devices, tarpaulins, specialized equipment, or protective services needed to protect a Shipment against heat, cold, the elements in general, or otherwise.

In addition, EFM and its Carriers shall not be responsible for loss, damage or spoilage resulting from a shipment's delay in transportation.

13. EFM Right of Refusal

EFM reserves the right to refuse any commodity in addition to those listed above in Paragraphs 9 through 12, at its sole discretion.

14. Prices of Services

EFM's published pricing applies only for stated origin and destination, without intermediate rail stops. EFM and its Carriers reserve the right to modify any pricing at any time. However, the pricing that is in effect at the time of order execution will be the pricing used to bill Shipper, provided that Shipper does not incur any additional accessorial charges not explicitly planned for at order execution.

15. Service Modification

EFM and its Carriers reserve the right to modify or discontinue any service or service offerings and will not be liable for any increases in transportation costs or consequential damages that may result from such disposition, modification, or discontinuation.

16. Modification of Terms

EFM may change the terms of this Directory at any time without notice. Shipper is charged with knowledge of the current terms of the Directory.

17. EFM Rejection Rights

EFM reserves the right to reject any Vehicle or shipment not complying with the terms set forth in this Directory.

18. Unsafe Conditions

Carriers shall not be required to perform any services to or from any location where, through no fault or neglect of the Carrier, the operation of Vehicle is impracticable for, but not limited to, the following conditions:

- A. The condition of roads, streets, driveways, alleys, or approaches thereto would subject operation to unreasonable risk of loss or damage to life or property;

- B. Dangerous weather conditions;
- C. Loading or unloading facilities are inadequate, unsafe, or inaccessible; and,
- D. Any force majeure, which would subject operations to unreasonable risk of life or property, or unreasonably jeopardize the ability of the Carriers to render any services previously agreed to.

Carriers reserve the right to refuse to transport property of any dangerous or offensive character, or shipments that in opinion of Carriers is improperly packed for safe, practicable transportation.

19. Governing Law and Jurisdiction

This Directory and the contractual terms and conditions it establishes will be interpreted according to the laws of the State of Illinois and, by engaging EFM to execute shipping transactions, Shipper consents to personal jurisdiction in Cook County, Illinois.

STORAGE AND DETENTION

APPENDIX A – STORAGE, DETENTION, and NACS/EMP

I. STORAGE

Carrier: **BNSF**

<u>Equipment</u>	<u>Terminal</u>	<u>Free Time</u>	<u>Charges / Day</u>	<u>Notes</u>
Rail Controlled (RC) Trlr & Contr, ISO	Destination	Day Notify + 24 hrs.	\$50	Applies to Rail-Controlled (RC) trailers and containers, and also to private International containers moving under the BNSF ISO container program
Private	Destination	day notify + 24 hrs.	\$50	Applies at Seattle (SIG) only
Private	Destination	day notify + 48 hrs.	\$50	
All	Origin	0 hours	\$50	

BNSF Notes:

1. Origin – When Vehicles are held at origin terminal for outbound movement with improper shipping instructions, a per Vehicle per day (or fraction thereof) charge begins immediately after Interchange.
2. Destination –
 (a). When Notification is made before 5:00 pm, the day of Notification is that same day. When notification is made after 5:00 pm, the day of Notification is the following day.
 (b). After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred, starting at 12:01 am.
3. Holidays – If Notification occurs on a holiday, the Notification day is considered to be the following day; if a holiday falls during the free time period, the holiday day is excluded from free time calculation.
4. Weekends – Weekends are NOT excluded from free time calculations, with the following exception: – If weekend falls within the free time period for shipments tendered at R and Y (except at Los Angeles, Portland, and Seattle SIG) Service levels only, the weekend is excluded from the free time calculation; for example, if Notification is made from 5 p.m. on Thursday through 4:59 pm on Sunday, Sunday will be considered the Notification day.
5. Other - When Notification is made prior to the time indicated in BNSF Service Schedules, free time calculation will not begin until the scheduled availability; for shipments made available more than 2 hours after time indicated in BNSF Service Schedules, day of Notification is considered the next day.
6. Storage charges do NOT apply on NACS equipment.

Carrier: **CN**

<u>Equipment</u>	<u>Terminal</u>	<u>Free Time</u>	<u>Charges / Day</u>
RC Trlr & Contr, NACS	Destination, Origin	Day Notify / Interchange + 24 hrs.	\$30
Private	Destination, Origin	day notify / interchange + 48 hrs.	\$25

CN Notes:

1. Origin – Vehicles held at origin terminal for outbound movement with improper shipping instructions will incur, after free time has expired, a per Vehicle per day (or fraction thereof) charge. When Interchange occurs before 4:00 pm, the day of Interchange is that same day. When Interchange occurs after 4:00 pm, the day of Interchange is the following day.
2. Destination - When Notification occurs before 4:00 pm., the day of Notification is that same day. When Notification is made after 4 pm., the day of Notification is considered the following day.
3. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred, beginning at 12:01 am.

4. Holidays and Weekends – Holidays and weekends falling within the free time period are excluded from the free time calculation.
5. Storage charges do apply on NACS equipment, in addition to equipment use charges.

Carrier: **CP**

<u>Equipment</u>	<u>Terminal</u>	<u>Free Time</u>	<u>Charges / Day</u>
RC Trlr & Contr, EMP	Destination, Origin	Day Notify / Interchange + 24 hrs.	\$25
Private	Destination, Origin	day notify / interchange + 48 hrs.	\$15

CP Notes:

1. Origin – Vehicles held at origin terminal for outbound movement with improper shipping instructions will incur, after free time has expired, a per Vehicle per day (or fraction thereof) charge.
2. Destination - When Notification occurs before 5:00 pm., the day of Notification is that same day. When Notification is made after 5:00 pm., the day of Notification is considered the following day.
3. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred, beginning at 12:01 am.
4. Holidays and Weekends – Holidays and weekends falling within the free time period are excluded from the free time calculation.
5. Storage charges do apply on EMP equipment, in addition to equipment use charges; storage charges do NOT apply on NACS equipment.

Carrier: **CSX**

<u>Equipment</u>	<u>Terminal</u>	<u>Free Time</u>	<u>Charges / Day:</u>	
RC Trlr & Contr, NACS, CSXU, ISO	Destination	Day Notify + 48 hrs.	Days 1 - 3	Days 4 +
			\$35	\$50
Private	Destination	day notify + 48 hrs.	Days 1 - 15	Days 16 +
			\$50	\$100
RC Trlr & Contr, NACS, CSXU, ISO	Origin	0 hours	All Days	
			\$50	
Private	Origin	0 hours	Days 1 - 15	Days 16 +
			\$50	\$100

CSX Notes:

1. Origin – When Vehicles are held at origin terminal for outbound movement with improper shipping instructions, a per Vehicle per day (or fraction thereof) charge begins immediately after Interchange.
2. Destination –
 - (a). When Notification is made before 12:00 noon, the day of Notification is that same day. When Notification is made after 12:00 noon, the day of Notification is the following day.
 - (b). Holidays and Weekends are excluded from free time calculations.
 - (c). After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred, beginning at 12:01 am.
3. Storage charges do apply to NACS equipment, in addition to equipment use charges.

Carrier: **ESII**

ESII Notes:

1. Underlying Rail Carrier storage rules apply.

Carrier: **FEC**

<u>Equipment</u>	<u>Terminal</u>	<u>Free Time</u>	<u>Charges/ Day</u>
RC Trailers	Destination	Day of Notification + 2 days	\$25
All	Origin	0 hours	\$25

FEC Notes:

1. Origin – When Vehicles are held at origin terminal for outbound movement with improper shipping instructions, a per Vehicle per day (or fraction thereof) charge begins immediately after Interchange.
2. Destination –
 - (a). When Notification is made before 12:00 noon, the day of Notification is that same day. When Notification is made after 12:00 noon, the day of Notification is the following day.
 - (b). Holidays and Weekends are excluded from free time calculations.
 - (c). After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred, beginning at 12:01 am.
3. Storage charges do apply to NACS and EMP equipment, in addition to equipment use charges.

Carrier: **IAIS**

<u>Equipment</u>	<u>Terminal</u>	<u>Free Time</u>	<u>Charges/ Day</u>
RC Trailers	Destination	Day of Notification + 2 days	\$25
All	Origin	0 hours	\$25

IAIS Notes:

1. Origin – Origin – When Vehicles are held at origin terminal for outbound movement with improper shipping instructions, a per Vehicle per day (or fraction thereof) charge begins immediately after Interchange.
2. Destination –
 - (a). When Notification is made before 5:00 pm, the day of Notification is that same day. When Notification is made after 5:00 pm, the day of Notification is the following day.
 - (b). Holidays and Weekends are excluded from free time calculations.
 - (c). After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred, beginning at 5:01 pm.

Carrier: **IBS**

IBS Notes:

1. BNSF storage rules apply.

Carrier: **IMRL**

<u>Equipment</u>	<u>Terminal</u>	<u>Free Time</u>	<u>Charges / Day</u>
RC Trlr & Contr	Destination	Day Notify + 72 hours	\$50
Private Trlr	Destination	day notify + 48 hours	\$50
ISO	Destination	day notify + 96 hours	\$50
All	Origin	0 hours	\$50

IMRL Notes:

1. Origin – When Vehicles are held at origin terminal for outbound movement with improper shipping instructions, a per Vehicle per day (or fraction thereof) charge begins immediately after Interchange.

2. Destination –
 - (a). When Notification is made before 5:00 pm, the day of Notification is that same day. When Notification is made after 5:00 pm, the day of Notification is the following day.
 - (b). After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred, starting at 12:01 am.
 - (c). Weekends and holidays are excluded from free time calculations.
3. Storage charges do NOT apply on EMP or NACS equipment.

Carrier: **KCS**

<u>Equipment</u>	<u>Terminal</u>	<u>Free Time</u>	<u>Charges / Day</u>
All	Destination, Origin	Day Notify / Interchange + 48 hrs.	\$35

KCS Notes:

1. Origin – Vehicles held at origin terminal for outbound movement with improper shipping instructions will incur, after free time has expired, a per Vehicle per day (or fraction thereof) charge. Free time begins at the first 11:59 pm following Interchange.
2. Destination – Free time begins at the first 11:59 pm following Notification.
3. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred, beginning at 12:01 am.
4. Holidays and Weekends – Holidays and weekends falling within the free time period are excluded from the free time calculation.
5. Storage charges do apply on EMP and NACS equipment, in addition to equipment use charges.

Carrier: **Mitsui**

Mitsui Notes:

1. Underlying Rail Carrier storage rules apply.

Carrier: **Maersk**

Maersk Notes:

1. BNSF storage rules apply

Carrier: **NS**

<u>Equipment</u>	<u>Terminal</u>	<u>Free Time</u>	<u>Days 1 - 20 Charges / Day</u>	<u>Days 21 + Charges / Day</u>
Trlr, EMP, and NACS	Destination	Day Notify + 48 hrs.	\$50	\$100
Container	Destination	day notify + 72 hrs.	\$50	\$100
All	Origin	0 hours	\$50	\$100

Destination Exceptions:

Trlr	FEC Miami	day notify + 48 hrs.	\$15, days 1, 2; \$50, days 3-20	\$100
Trlr	Detroit Delray	day notify + 48 hrs.	\$25	\$100
Container	Cleveland, Chgo Landers, Atlanta	day notify + 48 hrs.	\$50	\$100

NS Notes:

1. Origin – Vehicles held at origin terminal for outbound movement with improper shipping instructions will incur a per Vehicle per day (or fraction thereof) charge immediately after Interchange.
2. Destination –

- (a). When Notification is made before 12:00 noon, the day of Notification is that same day. When Notification is made after 12:00 noon, the day of Notification is the following day.
- (b). After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred, starting at 12:01 am.
- (c). Weekends and Holidays are NOT excluded from free time calculations.

3. Storage charges do apply to EMP and NACS equipment, in addition to equipment use charges.

Carrier: **TM**

TM Notes:

- 1. KCS storage rules apply.

Carrier: **UP**

<u>Equipment</u>	<u>Terminal</u>	<u>Free Time</u>	<u>Days 1 – 5 Charges / Day</u>	<u>Days 6 + Charges / Day</u>
All	Destination	48 hours	\$50	\$150
All	Origin	24 hours	\$50	\$150

UP Notes:

- 1. Origin – Vehicles held at origin terminal for outbound movement with improper shipping instructions will incur, after free time has expired, a per Vehicle per day (or fraction thereof) charge. Free time begins at time of Interchange.
- 2. Destination –
 - (a) After grounding of Vehicle, free time begins at the first 5:00 pm. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred, starting at 5:01 pm.
 - (b) Applicable destination storage charges may be collected by UP before the Vehicle is pulled from the terminal.
- 3. Holidays and Weekends – Holidays and weekends falling within the free time period are excluded from the free time calculation.
- 4. Storage charges do apply to EMP equipment, in addition to equipment use charges.

Carrier: **WC**

<u>Equipment</u>	<u>Terminal</u>	<u>Free Time</u>	<u>Days 1 – 4 Charges / Day</u>	<u>Days 5 + Charges / Day</u>
RC Trlr & Contr, NACS, EMP	Destination	0 hours	\$0	\$0
Private	Destination	Day Notify + 72 hours	\$20	\$40
All	Origin	0 hours	\$40	\$40

WC Notes:

- 1. Origin – Vehicles held at origin terminal for outbound movement with improper shipping instructions will incur a per Vehicle per day (or fraction thereof) charge immediately after Interchange.
- 2. Destination –
 - (a). When Notification is made before 12:00 noon, the day of Notification is that same day. When Notification is made after 12:00 noon, the day of Notification is the following day.
 - (b). After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred, starting at 12:01 am.
 - (c). Weekends and Holidays are excluded from free time calculations.
- 3. Storage charges do NOT apply to EMP and NACS equipment.

II. DETENTION

Carrier: **BNSF**

<u>Terminals</u>	<u>Free Time:</u> <u>Load/Empty; Empty/Load</u>	<u>Free Time:</u> <u>Load/Load</u>	<u>Detention Charges / Day</u>	
			<u>1 - 5 days</u>	<u>6 + days</u>
All	72 hours	120 hours	\$25	\$50

BNSF Notes:

1. Origin / Destination - Free time begins at 12:01 am after the day of Interchange.
2. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred – starting at 12:01 am - and continues until the Vehicle is returned, loaded or empty, to the rail terminal
3. Weekends – Weekends falling within the free time period are NOT excluded from the free time calculation.
4. Holidays- Holidays falling within the free time calculation are excluded from the free time calculation.
5. Detention rules apply on all rail-controlled equipment and BNSF ISO containers.

Carrier: CN

<u>Terminals</u>	<u>Free Time:</u>		<u>Free Time:</u>			<u>Detention Charges / Day:</u>	
	<u>Load/Empty;</u>	<u>Empty/Load</u>	<u>Load/Load</u>	<u>1 - 4 days</u>	<u>5 + days</u>		
All		48 hours	96 hours	\$25		\$50	

CN Notes:

1. Origin / Destination – Free time begins at 11:59 pm on the day of Interchange.
2. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred – starting at 12:01 am - and continues until the Vehicle is returned, loaded or empty, to the rail terminal.
3. Holidays and Weekends – Holidays and weekends falling within the free time period are excluded from the free time calculation. When a legal holiday occurs on a Sunday, the following Monday will be observed as a holiday and counted as a free day.
4. Detention rules apply on all rail-controlled equipment, including NACS equipment.

Carrier: CP

<u>Terminals</u>	<u>Free Time:</u>		<u>Free Time:</u>				<u>Detention Charges / Day:</u>				
	<u>Load/Empty;</u>	<u>Empty/Load</u>	<u>Load/Load</u>	<u>1 – 5 days</u>	<u>6 – 10 days</u>	<u>11 – 20 days</u>	<u>21 + days</u>				
Chicago		120 hours	120 hours	\$15	\$30	\$35	\$135				
Minneapolis; Presque Isle, ME		96 hours	120 hours	\$15	\$30	\$35	\$135				
Thief River Falls, MN; Oak Island, NJ; Philadelphia		72 hours	120 hours	\$15	\$30	\$35	\$135				

CP Notes:

1. Origin – Free time begins at 11:59 pm on the day of Interchange.
2. Destination - Free time begins at 12:01 am after the day of Notification. When Notification is made before 5:00 pm, the day of Notification is that same day. When Notification is made after 5:00 pm, the day of Notification is the following day.
3. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred – starting at 12:01 am - and continues until the Vehicle is returned, loaded or empty, to the rail terminal
4. Weekends and Holidays falling within the free time period are excluded from the free time calculation for Thief River Falls, MN, Oak Island, NJ, and Philadelphia ramps; Holidays falling within the free time period are excluded from the free time calculation for Chicago, Minneapolis, and Presque Isle ramps.
5. Detention rules apply on all rail-controlled equipment.

Carrier: CSX

<u>Terminals</u>	<u>Free Time:</u>		<u>Free Time:</u>		<u>Free Time:</u>		<u>Detention Charges / Day:</u>	
	<u>Load/Empty</u>	<u>Empty/Load</u>	<u>Empty/Load</u>	<u>Load/Load</u>	<u>Load/Load</u>	<u>1 - 3 days</u>	<u>4 + days</u>	
All		48 hours	72 hours	120 hours	\$25		\$50	

CSX Notes:

1. Empty/Load (at Origin) – Free time begins at 11:59 pm on the day of Interchange.
2. Load/Empty (at Destination) - Free time begins at 12:01 am after the day of Notification. When Notification is made before 12 noon, the day of Notification is that same day. When Notification is made after 12 noon, the day of Notification is the following day.
3. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred – starting at 12:01 am - and continues until the Vehicle is returned, loaded or empty, to the rail terminal
4. Weekends and Holidays falling within the free time period are excluded from the free time calculation.
5. Detention rules apply on all rail-controlled equipment, including CSXU equipment.

Carrier: **ESII**

<u>Terminals</u>	<u>Free Time:</u> <u>Load/Empty; Empty/Load</u>	<u>Free Time:</u> <u>Load/Load</u>	<u>Detention Charges / Day:</u> <u>Container and chassis</u>
All	240 hours	240 hours	\$25

ESII Notes:

1. Origin / Destination - Free time begins at 11:59 pm on day of Interchange.
2. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred – starting at 12:01 am - and continues until the Vehicle is returned, loaded or empty, to the rail terminal.
3. Holidays and Weekends – Holidays and weekends falling within the free time period are excluded from the free time calculation.

Carrier: **FEC**

<u>Terminals</u>	<u>Free time:</u>	<u>Detention Charges/Day</u> <u>1-3 days</u>	<u>Detention Charges/Day</u> <u>4+ days</u>
Origin	72 hours	\$20	\$50
Destination	48 hours	\$20	\$50

FEC Notes:

1. Origin/ Destination- Free time begins at 11:59 pm on the day of interchange.
2. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred – starting at 12:01 am - and continues until the Vehicle is returned, loaded or empty, to the rail terminal.
3. Holidays and Weekends – Holidays and weekends falling within the free time period are excluded from the free time calculation.

Carrier: **IAIS**

<u>Terminals</u>	<u>Free Time:</u> <u>Load/Empty; Empty/Load</u>	<u>Free Time:</u> <u>Load/Load</u>	<u>Charges/ Day</u> <u>Days 1-10</u>	<u>Charges/ Day</u> <u>Days 11 +</u>
All	72 hours	120 hours	\$25	\$50

IAIS Notes:

1. Origin/ Destination- Free time begins at 11:59 pm on the day of interchange.
2. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred – starting at 12:01 am - and continues until the Vehicle is returned, loaded or empty, to the rail terminal.
3. Holidays and Weekends – Holidays and weekends falling within the free time period are NOT excluded from the free time calculation.

Carrier: **IBS**

IBS Notes:

1. BNSF detention rules apply.

Carrier: **IMRL**

<u>Terminals</u>	<u>Free Time:</u> <u>Load/Empty; Empty/Load</u>	<u>Free Time:</u> <u>Load/Load</u>	<u>Detention Charges / Day:</u> <u>1 – 5 days</u>	<u>Detention</u> <u>Charges /</u> <u>Day:</u> <u>6 – 10 days</u>	<u>Detention</u> <u>Charges / Day:</u> <u>11 + days</u>
All	72 hours	96 hours	\$25	\$45	\$55

IMRL Notes:

1. Origin - Free time begins at 11:59 pm on day of Interchange.
2. Destination - Free time begins at 12:01 am after the day of Notification. When Notification is made before 5:00 pm, the day of Notification is that same day. When Notification is made after 5:00 pm, the day of Notification is the following day.
3. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred – starting at 12:01 am - and continues until the Vehicle is returned, loaded or empty, to the rail terminal.
4. Holidays and Weekends – Holidays and weekends falling within the free time period are excluded from the free time calculation.
5. Detention rules apply on all rail-controlled equipment.

Carrier **KCS**
 *See Section under EMP NACS
 equipment use

Carrier:	Mitsui			
	Free Time:	Free Time:	Detention Charges / Day:	
<u>Terminals</u>	<u>Load/Empty; Empty/Load</u>	<u>Load/Load</u>	<u>Container and chassis</u>	<u>Chassis only</u>
All	120 hours	240 hours	\$44	\$22

- Mitsui Notes:
1. Origin / Destination - Free time begins at 11:59 pm on day of Interchange.
 2. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred - starting at 12:01 am - and continues until the Vehicle is returned, loaded or empty, to the rail terminal.
 3. Holidays and Weekends – Holidays and weekends falling within the free time period are excluded from the free time calculation.

Carrier:	Maersk		
	Free Time		
<u>Terminals</u>	<u>Load/Empty; Empty/Load; Load/Load</u>		<u>Detention Charges/Day</u>
All except PNW BNSF	120 hours		\$11
PNW BNSF (Seattle, Portland, Tacoma)	48 hours		\$15

- Maersk Notes:
- 1.

Carrier:	NS		
	Free Time:	Free Time:	
<u>Terminals</u>	<u>Load/Empty; Empty/Load</u>	<u>Load/Load</u>	<u>Detention Charges / Hour</u>
All	72 hours	120 hours	\$1

- NS Notes:
1. Origin / Destination – Free time begins at the time of Interchange
 2. After free time has expired, a per Vehicle per hour (or fraction thereof) charge is incurred and continues until the Vehicle is returned, loaded or empty, to the rail terminal.
 3. Weekends – Weekends falling within the free time period are NOT excluded from the free time calculation.
 4. Holidays – Holidays falling within the free time period are excluded from the free time calculation.
 5. Detention charges are tracked on a debit/credit basis, and are settled at the end each month.
 6. Detention rules apply only for Rail-Controlled Trailers.

Carrier: **TM**

- TM Notes:
1. KCS detention rules apply.

Carrier:	UP			
	Free Time:	Free Time:	Detention Charges / Day:	
<u>Terminals</u>	<u>Load/Empty; Empty/Load</u>	<u>Load/Load</u>	<u>1 - 14 days</u>	<u>15 + days</u>
All	96 hours	168 hours	\$24	\$48

UP Notes:

1. Origin / Destination - Free time begins at the first 5:00 pm following Interchange.
2. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred - starting at 5:01 pm - and continues until the Vehicle is returned, loaded or empty, to the rail terminal.
3. Holidays and Weekends – Saturdays are NOT excluded, but Sundays and Holidays falling within the free time period are excluded from the free time calculation.
4. Holidays and Sundays exception – For Load/Load, Sundays and Holidays are NOT excluded from the free time calculation.
5. Detention rules apply on all rail-controlled equipment.

Carrier:	WC		
<u>Terminals</u>	Free Time: <u>Load/Empty: Empty/Load</u>	Free Time: <u>Load/Load</u>	<u>Detention Charges / Day</u>
All	48 hours	96 hours	\$25

WC Notes:

1. Empty/Load (at Origin) – Free time begins at 12:01 pm on the day of Interchange.
2. Load/Empty (at Destination) - Free time begins at 12:01 am after the day of Notification. When Notification is made before 12:00 noon, the day of Notification is that same day. When notification is made after 12:00 noon, the day of Notification is the following day.
3. After free time has expired, a per Vehicle per day (or fraction thereof) charge is incurred – starting at 12:01 am - and continues until the Vehicle is returned, loaded or empty, to the rail terminal
4. Weekends and Holidays falling within the free time period are excluded from the free time calculation.
5. Detention rules apply on all rail-controlled equipment, including NACS equipment.

III. NACS and EMP EQUIPMENT USE CHARGES

For NACS and EMP equipment, the Shipper pays a per day equipment use charge.

BNSF

<u>Equipment</u>	<u>Type</u>	<u>Origin Terminal</u>	<u>Destination Terminal</u>	10 + Days, Origin & Destination <u>Terminal</u>
48'	NACS	\$15 / day	\$15 / day	\$50 / day
53'	NACS	\$15 / day	\$15 / day	\$50 / day

BNSF Notes:

1. Origin – Charges begin at 12:01 am the day after Vehicle is removed from the terminal. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is accepted by an NACS participant with proper shipping instructions. Vehicle will not be accepted without proper shipping instructions.
2. Destination -
 - (a) Charges begin at 12:01 am the day after Notification. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned, loaded or empty, with proper shipping instructions.
 - (b) When notification is made prior to the time indicated in BNSF Service Schedules, calculation will not begin until the scheduled availability.
 - (c) When Notification is received before 12:00 noon local time on Friday, charges begin at 12:01 am on Saturday. When Notification is received after 12:00 noon local time on Friday or anytime on Saturday/Sunday, or after 12:00 noon local time on any day preceding a holiday, charges begin at 12:01 am Monday, or 12:01 am the day following the holiday, respectively.
3. If Vehicle is picked up and returned on the same day it is reserved at origin or notified at destination, daily equipment use charge = \$0.
4. BNSF Storage charges do NOT apply to NACS equipment.

CN

<u>Equipment</u>	<u>Type</u>	<u>Origin Terminal</u>	<u>Destination Terminal</u>
48'	NACS	\$15 / day	\$15 / day

CN Notes:

1. Origin – Charges begin at 12:01 am the day after Vehicle is removed from the terminal. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is accepted by an NACS participant with proper shipping instructions. Vehicle will not be accepted without proper shipping instructions.
2. Destination -
 - (d) Charges begin at 12:01 am the day after Notification. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned, loaded or empty, with proper shipping instructions.
 - (e) When Notification is received before 12:00 noon local time on Friday, charges begin at 12:01 am on Saturday. When Notification is received after 12:00 noon local time on Friday or anytime on Saturday/Sunday, or after 12:00 noon local time on any day preceding a holiday, charges begin at 12:01 am Monday, or 12:01 am the day following the holiday, respectively.
3. If Vehicle is picked up and returned on the same day it is reserved at origin or notified at destination, daily equipment use charge = \$0.

CP

<u>Equipment</u>	<u>Type</u>	Origin	Destination	10 + Days, Origin & Destination
		<u>Terminal</u>	<u>Terminal</u>	<u>Terminal</u>
48'	EMP	\$13.25 / day	\$13.25 / day	\$50 / day
48'	NACS	\$15 / day	\$15 / day	\$50 / day

CP Notes:

1. Origin – Charges begin from the earlier of (i) time Vehicle goes out of terminal, or (ii) 12 hours from the time customer entered the reservation. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned to the terminal with proper shipping instructions. If Vehicle is held at origin terminal with improper shipping instructions, charges will continue until proper instructions are received.
2. Destination – Charges begin at time of Notification. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned, loaded or empty, with proper shipping instructions.
3. General – Weekends and holidays are NOT excluded from equipment use charge calculations.
4. CP Storage charges do apply on EMP equipment; storage charges do NOT apply on NACS equipment.

CSX

<u>Equipment</u>	<u>Type</u>	Origin	Destination
		<u>Terminal</u>	<u>Terminal</u>
48'	NACS	\$15 / day	\$15 / day

CSX Notes:

1. Origin – Charges begin at 12:01 am the day after Vehicle is removed from the terminal. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is accepted by an NACS participant with proper shipping instructions. Vehicle will not be accepted without proper shipping instructions.
2. Destination -
 - (a) Charges begin at 12:01 am the day after Notification. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned, loaded or empty, with proper shipping instructions.
 - (b) When Notification is received before 12:00 noon local time on Friday, charges begin at 12:01 am on Saturday. When Notification is received after 12:00 noon local time on Friday or anytime on Saturday/Sunday, or after 12:00 noon local time on any day preceding a holiday, charges begin at 12:01 am Monday, or 12:01 am the day following the holiday, respectively.
3. CSX Storage charges do apply on NACS equipment, in addition to equipment use charges.

IMRL

<u>Equipment</u>	<u>Type</u>	Origin	Destination
		<u>Terminal</u>	<u>Terminal</u>
48'	EMP	\$13.25 / day	\$13.25 / day
53'	EMP	\$15.50 / day	\$15.50 / day
48'	NACS	\$13.50 / day	\$13.50 / day
53'	NACS	\$13.50 / day	\$13.50 / day

IMRL Notes:

1. Origin – Charges begin at 12:01 am the day after Vehicle is removed from the terminal. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is accepted by an EMP / NACS participant with proper shipping instructions. Vehicle will not be accepted without proper shipping instructions.
2. Destination - Charges begin at 12:01 am the day after Notification. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned, loaded or empty, with proper shipping instructions.
3. General – Weekends and holidays are NOT excluded from equipment use charge calculations.
4. IMRL Storage charges do NOT apply to EMP and NACS equipment.

KCS

<u>Equipment</u>	<u>Type</u>	<u>Origin Terminal</u>	<u>Destination Terminal</u>	<u>16 + Days, Origin & Destination Terminal</u>
48'	EMP	\$13.25 / day	\$13.25 / day	\$50 / day
53'	EMP	\$15.50 / day	\$15.50 / day	\$50 / day
48'	NACS	\$15 / day	\$15 / day	\$50 / day
53'	NACS	\$15 / day	\$15 / day	\$50 / day
45'	RC Trailers	\$13.25/day	\$13.25/day	\$50/day
48'	RC Trailers	\$13.25/day	\$13.25/day	\$50/day

KCS Notes:

1. Origin – Charges begin from the earlier of (i) time Vehicle goes out of terminal, or (ii) 12 hours from the time customer entered the reservation. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned to the terminal with proper shipping instructions. If Vehicle is held at origin terminal with improper shipping instructions, charges will continue until proper instructions are received.
Origin Exception – The first 24 hours of origin dwell charges on trailers only are free.
2. Destination – Charges begin at time of Notification. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned, loaded or empty, with proper shipping instructions.
3. General – Weekends and holidays are NOT excluded from equipment use charge calculations.
4. KCS Storage charges do apply to EMP and NACS equipment, in addition to equipment use charges.

NS

<u>Equipment</u>	<u>Type</u>	<u>Origin Terminal</u>	<u>Destination Terminal</u>	<u>16 + Days, Origin & Destination Terminal</u>
48'	EMP/NACS	\$13.25 / day	\$13.25 / day	\$50 / day
53'	EMP/NACS	\$15.50 / day	\$15.50 / day	\$50 / day

NS Notes:

1. Origin – Charges begin from the earlier of (i) time Vehicle goes out of terminal, or (ii) 12 hours from the time customer entered the reservation. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned to the terminal with proper shipping instructions. If Vehicle is held at origin terminal with improper shipping instructions, charges will continue until proper instructions are received. If equipment is reserved on Friday or Saturday, charges begin 48 hours and 24 hours, respectively, from reservation time, or when equipment is picked up, whichever is first.
2. Destination – Charges begin at time of Notification. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned, loaded or empty, with proper shipping instructions.
3. General – Weekends and holidays are NOT excluded from equipment use charge calculations.
4. NS Storage charges do apply to EMP and NACS equipment, in addition to equipment use charges.

TM

TM Notes:

1. KCS equipment use rules apply.

UP

<u>Equipment</u>	<u>Type</u>	<u>Origin Terminal</u>	<u>Destination Terminal</u>	<u>16 + Days, Origin & Destination Terminal</u>
48'	EMP	\$13.25 / day	\$13.25 / day	\$50 / day
53'	EMP	\$15.50 / day	\$15.50 / day	\$50 / day

UP Notes:

1. Origin – Charges begin from the earlier of (i) time Vehicle goes out of terminal, or (ii) 12 hours from the time customer entered the reservation. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned to the terminal with proper shipping instructions. If Vehicle is held at origin terminal with improper shipping instructions, charges will continue until proper instructions are received.
2. Destination – Charges begin at time of Notification. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned, loaded or empty, with proper shipping instructions.
3. General – Weekends and holidays are NOT excluded from equipment use charge calculations.
4. UP Storage charges do apply to EMP equipment, in addition to equipment use charges.

WC

<u>Equipment</u>	<u>Type</u>	<u>Origin Terminal</u>	<u>Destination Terminal</u>	<u>16 + Days, Origin & Destination Terminal</u>
48'	EMP	\$13.25 / day	\$13.25 / day	\$50 / day
53'	EMP	\$15.50 / day	\$15.50 / day	\$50 / day

WC Notes:

1. Origin – Charges begin from the earlier of (i) time Vehicle goes out of terminal, or (ii) 12 hours from the time customer entered the reservation. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned to the terminal with proper shipping instructions. If Vehicle is held at origin terminal with improper shipping instructions, charges will continue until proper instructions are received.
2. Destination – Charges begin at time of Notification. A per Vehicle, per day (or fraction thereof) charge, based on 24 hour increments, is incurred and continues until the Vehicle is returned, loaded or empty, with proper shipping instructions.
3. General – Weekends and holidays are NOT excluded from equipment use charge calculations.
4. WC Storage charges do NOT apply to EMP equipment.

APPENDIX B – Applicable Industry Publications

All transportation services are subject to *EFM Rules and Policies Directory No. 1* and are also governed by the rules and regulations of the following publications, or current issues, as referenced in this Directory, at the time of shipment.

- A. Association of American Railroads (AAR) Mechanical Division Specifications (AAR 600, M-943, M-930, M-931)
- B. AAR Circular 43 – Rules for Blocking and Bracing
- C. AAR Intermodal Loading Guide
- D. AAR Rules of Order, Principles and Practices, Freight Claim Rules
- E. Loss and Damage Claims Tariff, ICC 6001-A
- F. Bureau of Explosives Tariff, BOE 6000-series

Other publications not listed here may also be applicable.

APPENDIX C – Glossary of Terms

1. AAR: Association of American Railroads. A trade association of railroads that, among other functions, provides railroad operating and interchange standards and rules.
2. Accessorials: Expenses incurred during freight delivery that are in excess of the base price for the freight delivery agreed to at time of order execution. Examples include driver standby, driver unloading, dry runs, per diem, diversion, chassis flip, scaling, detention, storage and similar items.
3. Beneficial Owner: A party that does not have legal title to cargo but has an equitable or future interest in the cargo.
4. Block & Brace: The process of physically securing loads within shipping containers and or trailers so as to limit movement of the cargo during shipment, thereby minimizing damage.
5. Bridge/Highway Tolls: Charges for access to or use of certain highway infrastructure.
6. Capacity: The number of physical transportation assets required for a specific task. Usually refers to a number of power units and drivers as to trucking.
7. Cargo: The property contained in or on transportation Vehicles that is being transported.
8. Cargo Claim: A communication by the cargo owner to a Carrier requesting payment for loss of or damage to cargo while in a Carrier's possession or control.
9. Carload: Refers to utilizing the maximum legally transportable capacity of a boxcar to carry freight, synonymous with 'trailerload'.
10. Chassis: A type of trailer upon which a Container is placed for road transportation.
11. Chassis Return: A charge to return a chassis to a specified location.
12. Class of Service: The ranking of a transportation service on a qualitative scale. For example, speed, security, reliability and capacity.
13. Collect/COD Fee: A charge for collecting payment for a shipment at the time of delivery of the cargo.
14. Consignee: The party to whom cargo is being shipped, often synonymous with Receiver.
15. Containerload: Refers to utilizing the maximum legally transportable capacity of a Container on Chassis to carry freight.
16. Cube Out: To fill a trailer or container to its maximum physical capacity, given the dimensions of the cargo.
17. Demurrage: A boxcar term relating to the charge imposed by the boxcar provider for failing to release the car within specified time limits. Sometimes applied to intermodal equipment as a generic catchall for equipment use charges.
18. Detention: A generic term for charges imposed on equipment users by Equipment Providers, in connection with the use of equipment for freight shipment. See, 'Demurrage' and 'Per Diem'.
19. Deviations: Changes in the routing of cargo occurring after the shipment has commenced.
20. Dock Scheduling: The process by which Shippers/Receivers schedule their dock doors for accepting freight shipments.
21. Double Stacking: The practice of stacking cargo containers, one on top of the other. Made popular through 'double-stack' technology on intermodal trains using rail wellcars.
22. Driver Count: The function wherein the driver of a Power Unit physically counts the cargo being loaded or unloaded for which an accessorial charge may be imposed.
23. Driver Detention: The standby time of a Power Unit and its driver at either Shipper, Receiver or third party facilities for which an accessorial charge may be imposed.

24. Driver Load/Unload: The function wherein the driver of a Power Unit physically performs the loading and/or unloading of cargo for which an accessorial charge may be imposed.
25. Dry Runs: Responses by Motor Carriers to requests for service that result in no service being performed.
26. Dunnage: Materials used in the packing of cargo for shipment.
27. Equipment Capacity: The amount of cargo that a piece of transportation equipment can safely and legally transport, usually measured in length, weight or height.
28. Equipment Provider: The party owning or otherwise entitled to possession of freight transportation equipment (e.g., trailers, chassis and containers).
29. Exceptions: Refers to situations that develop during a freight shipment that were not specified or resolved by the parties at the time of order execution.
30. Flip Charges: A charge for transferring a Container from one chassis to another.
31. Free Time: A period of time in which a Shipper may use Vehicles free of daily or other use charges.
32. In-Bond: Cargo that is subject to transport restrictions imposed by US Customs.
33. Inherent Vice or Defect: A condition of cargo that makes it inherently susceptible to certain types of damage, deterioration or loss.
34. Interchange Delivery: The physical exchange of a trailer or container by an Equipment Provider to a Motor Carrier; a normal occurrence in Intermodal shipments.
35. Interchange Receipt: A Motor Carrier's receipt of a trailer or container from or to an Equipment Provider.
36. Interchange Rights: The concept whereby a Motor Carrier is pre-qualified to Interchange an Equipment Provider's Equipment.
37. Intermediary: A party that facilitates freight transportation for a fee.
38. Layover: Detention of a Power Unit and driver overnight.
39. Lift Charges: Charges for lifting a Container on to or off of a Chassis or other Vehicle.
40. Load Configuration: The physical manner in which freight is packaged, secured and loaded within a trailer or container.
41. Load & Count: The act of loading, counting and identifying the contents of a Vehicle.
42. Load Notification: The process by which the Carrier selected to deliver freight is notified that a shipment destined for its account is available for pick-up at an intermodal railroad terminal (see, 'Notification'). A variant is 'Pre-notification', which refers to advanced notices of shipments in route destined for the party notified.
43. Load Shift: An unplanned movement of the cargo during transportation.
44. Lumper: A third party who unloads cargo for compensation.
45. Motor Carrier: A party that provides physical transportation of freight for compensation using commercial trucks.
46. O/D Pairs: Literally, Origin and Destination pairings; two cities or other locations between which freight frequently flows.
47. Overload: Legally or functionally excessive weight of a Vehicle.
48. Pallet: A shipping platform on which freight is loaded for ease of handling, often seen as 4' by 4' wooden skids.
49. Pallet Exchange: The process whereby a receiver of freight gives the Shipper an equal number of replacement Pallets for those received. There is typically a Motor Carrier cost for the redelivery of such equipment.

50. Placarding: The act of placing labels on cargo and/or on Vehicles, which identifies the contents and/or characteristics of the cargo.
51. Power Units: The motive power (and operators) available to move individual shipments.
52. Rail Billing: A rail billing process that requires Shippers to provide shipping instructions to a railroad prior to gate arrival of the load for shipment.
53. Rate Authority: Generally refers to a person, company or group that sets rates for a Carrier (Seller) or a reference to a specific portion of such body of rates.
54. Receiver: The party actually receiving or taking physical delivery of cargo from a Motor Carrier.
55. Redelivery: A charge for delivering a Vehicle a second time after refusal.
56. Redirect: To change a shipment's destination after the shipment process has commenced.
57. Refused Load: A charge for circumstances where a Receiver refuses to accept cargo at the time of delivery.
58. Repositioning: The act of moving a Vehicle from one location to another.
59. Securing: The act of making cargo secure within its Vehicle during shipment.
60. Shipper: The party arranging for the shipment of cargo. Often the party holding legal title to the cargo at the time of shipment.
61. Single Stack: The loading of only one level of freight within a freight container or on a railcar.
62. Split Returns: A charge for returning a container and chassis to different locations.
63. Stop-Off: An accessorial charge for circumstances where a Motor Carrier makes stops enroute to the ultimate destination.
64. Street Turn: The concept of reuse of Interchanged Equipment between Shippers, without a prior return of the Equipment to the Equipment Provider.
65. Switch: Local movements of railcars between users and railroads.
66. Switching Request: In boxcar freight, the request by a user for the serving railroad to bring to or remove a boxcar from the user's Facility; making the request relieves the requesting user from further detention charges.
67. Switching Times: The frequency or times at which physical Switches are or can occur.
68. Tender Load: The act of offering a specific load to a specific Carrier for shipment. In the legal sense, an offer to a Carrier that is accepted by agreeing to carry the shipment as requested.
69. TOFC/COFC: Shorthand for 'Trailer on Flat Car' or 'Container on Flat Car' in referring to the manner in which the Vehicle is loaded for railroad shipment.
70. Track and Trace: The continuing process of documenting a shipment movement as it occurs.
71. Trailerload: Refers to utilizing the maximum legally transportable capacity of a trailer to carry freight.
72. Transaction: An individual shipment.
73. Transload: To transfer cargo from one Vehicle to another.
74. Trip Permits: A fee imposed by a state for the temporary use of a foreign Vehicle on its highways.
75. USDA/Team Exams: A charge for delivering a Vehicle and its cargo to a location in connection with governmentally required inspection.

- 76. Vehicles: Vehicles used to transport cargo, such as trailers, containers and chassis as well as related equipment.
- 77. Weighing & Adjustment: Refers to accessorial charges related to scaling of Vehicles and adjusting the manner in which cargo has been loaded.
- 78. Weigh Out: To fill a trailer or container to its maximum legal capacity for shipment on public streets, highways and bridges.