

**CPR**

# CaterParrott Railnet

Naming, Rules and Charges Governing Demurrage, Switching, Local and Miscellaneous Rules and other charges on CaterParrott Railnet

*"Connecting Economies throughout Georgia"*



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## DEFINITIONS

**The following definitions define and govern the provisions outlined in this tariff.**

ACTUAL PLACEMENT - When a car(s) is placed in an accessible position for loading or unloading or, at a point designated by the consignor, loader, consignee, unloader or Care-of-Party.

CASH HOLD – Any customer with prior balances due for any Railroad service from the previous billing cycle (30-60-90) is subject to a “hold” on any related rail service until such balances in arrears are paid. Any cars held for a customer during a “cash hold” period, are subject to demurrage charges and/or congestion/switch fees.

CARE-OF-PARTY - The party to whom car placement is to be made pursuant to the bill of lading, if other than the consignee at destination. When the bill of lading indicates a Care-of-Party, said party will be responsible for all demurrage, storage and hazardous storage charges.

CONGESTION – As further defined on Page 9, congestion means there are a high number of trains and/or cars travelling or destined for a track that cannot hold them.

CONSIGNEE -The party designated on the bill of lading as the entity entitled to receive delivery of the car from the delivering rail carrier. Consignee would be responsible for any demurrage, storage and hazardous storage charges, which accrues at the point of unloading except when the bill of lading also designates a Care-of-Party, in which case the Care-of-Party will be responsible for all demurrage, storage and hazardous storage charges.

CONSIGNOR -The party designated on the bill of lading as the entity shipping the car to the consignee and delivering the car to the serving rail carrier.

CONSTRUCTIVE PLACEMENT - When a car(s) which is consigned or ordered to a private track, industrial interchange track or public delivery track cannot be actually placed due to any condition attributable to the consignor, consignee or Care-of-Party, such car(s) will be held on CPR's tracks and notice will be provided to the consignor, consignee or Care-of-Party that the car(s) is held awaiting disposition instructions.

CUSTOMER- The consignor, loader, consignee, unloader or other party who is responsible for the payment of demurrage, detention, storage or other charges specified in this tariff.

DEMURRAGE - A charge made on freight cars held by or for consignor, loader, consignee, unloader or Care-of-Party for loading or unloading, prior to issuance of forwarding instructions or for any other purpose.

DISPOSITION - Instructions furnished or given to railroad which provides for the release or tender of the car from consignor's, loader's, consignee's, unloader's or Care-of-Party's account.

DIVERSION - An order provided by the consignor instructing that a car(s) be delivered to a location other than the one indicated on the original forwarding instructions.

EMBARGO – When CPR places a hold on all activity from or to a particular customer due to unsafe track conditions, non-payment or other non-compliance issue.

EMPTY CAR(S) ORDERED AND NOT USED – Empty car(s), placed for loading as ordered, and subsequently released without being used in transportation service.

ELECTRONIC OR MECHANICAL DEVICE -Communication device such as telegram, facsimile transmission, telex, mailgram, computers, etc.

EMPTY RELEASE INFORMATION - Advice by consignor, loader, consignee, unloader or Care-of-Party given to authorized CPR personnel that the car(s) is unloaded and available to this railroad. This information must include the identity of the Customer, party furnishing information and the car(s) initial and number.

FORWARDING INSTRUCTIONS - Shipping instructions given to CPR at the time of release containing all of the necessary information to properly transport the shipment to destination.

FREE TIME – CPR allows for 24hrs “free-time” on all CPR routes for Railroad or Railroad owned cars (i.e TTX, TTZX, TBOX cars included), unless other agreements, prior to the car move, are in place. A car that has “Actual Placement” at the customer, for any purpose set by that customer, begins a chargeable daily fee, which CPR will waive the 1<sup>st</sup> day charge. Charges begin on “day 2” and will continue until the car(s) are released back to the Railroad by the Customer.

LOADED CARS - A car(s) that is completely or partially loaded.

LOADED RELEASE INFORMATION - Advice by consignor, loader, consignee, unloader or Care-of-Party given to authorized railroad personnel that a car(s) is available to railroad. Information must include Customer, car initial, number, consignee, destination, STCC and route.

LOADER - Party physically loading a car at origin. Demurrage charges will be assessed against the Loader who will be responsible for payment of charges accrued at origin.

LOADING - The complete or partial loading of a car(s) in conformity with applicable loading and clearance rules. DEFINITIONS (Cont'd)

HOLIDAYS-

Non-Chargeable Holidays shall include the following:

- New Year's Day - January 1
- Martin Luther King Day - Third Monday of January
- Good Friday - Friday before Easter Sunday
- Memorial Day - Last Monday of May
- Emancipation Day – June 19
- Independence Day - July 4
- Labor Day - First Monday of September
- Thanksgiving Day - Fourth Thursday of November
- Christmas Eve - December 24
- Christmas Day - December 25
- New Year's Eve – December 31

CPR will only operate special train service on Holidays. No regular operation on above listed Holidays.

INCLEMENT WEATHER – Freight and/or Passenger Service may be suspended with no alternative rescheduling option, due to any particular weather event the Railroad deems a safety hazard to Railroad crews, the Public and/or Cargo.

MIS-LOAD – When an empty railcar is placed by CPR for loading and is handled or given to another railroad for loaded destination.

NOTIFICATION - When required, written or verbal notification will be furnished to the parties entitled to receive notice that the car(s) is available for loading, unloading, or otherwise impacted by demurrage provisions.

OTHER THAN PUBLIC DELIVERY TRACK - Any trackage assigned for individual use, including privately owned or leased tracks. CPR will always prioritize customer cars on customer's track, whether owned, leased to the customer or a private party, however CPR may, from time to time place cars not belonging to the customer, or locomotives, or any other rail equipment on customer's tracks, as long as customer's service is not impeded.

OPEN GATE DEMURRAGE – Demurrage charges will apply to railcars that cannot be delivered due to a customer's track being full or customer cannot receive cars due to track, maintenance or other issue preventing delivery. CPR will hold up to 5 cars (loaded or empty) for a customer, outside of

their facility before open gate demurrage begins. Charges for open gate demurrage are \$115.00 per day per car.

ORDER-IN CUSTOMER - A Customer who, by prior arrangement, has notified CPR that cars shall not be placed for loading or unloading, or considered to be placed, until CPR has received an order for placement from said Customer, subject to rules and provisions of this tariff.

PARTIAL UNLOADING - The partial unloading of a car(s) and furnishing of the proper forwarding or handling instructions. These cars are subject to an intra-plant switch if switched back to customer.

PASSENGER CAR(S) - A car(s) configured for the movement of people. This does not include cabooses or any device considered M.O.W. by CPR.

PRIVATE CAR(S) - A car(s) bearing other than railroad reporting marks that is not railroad owned or controlled.

PRIVATE TRACK - Tracks that are not owned or leased by the railroad.

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

RAILROAD CONTROLLED CAR(S) - A car(s) bearing other than railroad reporting marks that is either leased or controlled by a railroad.

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

RECONSIGNMENT - An order provided by consignor to bill a car(s) to other than the original consignee. (An order to turn over the car(s) to another party that does not require any additional movement of the car(s) is not a re-consignment).

REFUSED LOADED CAR(S) - When the original loaded car(s) is refused at destination without being unloaded. Subject to outbound and inbound billing.

RELOADING - When a car(s) is held for loading after being released as an empty.

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

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

SHIPPER ASSIGNED CAR(S) - Specific empty car(s) assigned to a particular shipper for their exclusive use.

SPUR-LEAD TRACK SWITCH - Any Customer's switch off CPR Main Lines that must be maintained, is subject to a service agreement and/or switch maintenance agreement depending on car load frequency. Any switch without load/empty movement within 24 months is subject to a switch maintenance agreement and/or switch removal, until such time as movement of cars are necessary again into Customer's track, any reinstallation of a switch will be at the expense of the Customer.

STOPPED IN TRANSIT - When a car(s) is held en route due to any condition attributable to the consignor, loader, consignee, unloader, Care-of-Party or owner.

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

TIME - Local time is applicable and is expressed based on the 24-hour clock. Example: 07:00 AM is expressed as 0700 Hours.

TRAIN SERVICE - The service of placing, switching, delivering, and moving cars to/from a particular customer on a particular track. Train Service from time-to-time may be added or cancelled without advance notice.

UNLOADER - Party physically unloading a car at destination.

UNLOADING - The complete unloading of a car(s), and the advice received from the consignee or unloader that the car(s) is empty and available.

WIRELINE CROSSINGS - Any party requesting to go over or under Railroad right-of-way operated by CPR, must complete a wireline crossing agreement. This covers ongoing inspections and costs related to the existence of that wireline crossing.

LIMITATION OF LIABILITY

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

APPLICATION

Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad owned, leased or controlled cars and private cars held for or by consignors, loaders, consignees, unloaders, beneficial owners, Care-of-Party's or other responsible parties for any purpose.

NOTIFICATION TO CaterParrott Railnet

All forwarding instructions must be submitted to CPR using one of the Class I web sites or by making arrangements directly with third party logistics services providers to submit forwarding instructions on their behalf via a Class I web site or via EDI. CPR will accept forwarding instructions sent via email to: caseystokes@cprailnet.com subject to a \$75.00 charge per emailed bill of lading. CPR reserves the right to reject as an unreasonable request for service, any "email" forwarding instructions that are illegible, whether due to poor transmission quality, poor or illegible handwriting, or otherwise. CPR will not accept delivery of forwarding instructions by US Mail, express service, personal delivery, or otherwise. Notwithstanding the foregoing, all empty release information must be submitted to CPR using ShipperConnect™. CPR will accept empty release information via email (caseystokes@cprailnet.com). When electronic or mechanical devices are used to furnish forwarding instructions and/or empty release information to CPR, the recorded date and time that CPR receives the instructions will govern.

CREDIT AND LATE FEE

Unless otherwise agreed to, CPR will extend net 15-day payment terms to all vendors/customers. Late payments are subject to a finance charge of no more than 1% monthly of the current balance (12% APR), compounding. Vendors/Customers may also be subject to administration fees, embargos or other service disruptions from non-payment of invoices.

DEMURRAGE

Settlement of charges will be made monthly on all car(s) released during each calendar month. Cars held for loading or unloading, as defined herein, will be subject to a demurrage charge of \$115.00 per day, after 24hrs on the Customer's Track/controlled spur, until the car is released back to Railroad. Charges are payable 15 days following billing and any outstanding balance is subject to a late fee.

MAXIMUM GROSS WEIGHT ON RAIL GUIDE

CPR will provide switching and transportation services on the following divisions:

<b>Madison Division</b> , Machen, GA to Madison, GA	Max Gross Weight 286,000lbs
<b>Madison Division</b> , Machen, GA to Newborn, GA	Max Gross Weight 263,000lbs**
<b>Savannah Division</b> , Ardmore, GA to Sylvania, GA	Max Gross Weight 263,000lbs**
<b>Thomaston Division</b> , Barnesville, GA to Thomaston, GA	Max Gross Weight 286,000lbs
<b>Valdosta Division</b> , Valdosta, GA/Nashville, GA/Willacoochee, GA	Max Gross Weight 263,000lbs**

\*\* all shipments exceeding the above listed weight must be approved by CPR prior to shipment.

#### UNLOADING AND RELEASE OF EQUIPMENT AT DESTINATION

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

#### INDEMNIFICATION FOR STORAGE OF PRIVATE CARS

The provisions of this Item apply to empty and loaded private rail car(s) stored on CPR. CUSTOMER RECOGNIZES AND AGREES THAT CUSTOMER'S PRIVATE RAILCAR(S) WILL BE STORED IN AN AREA ON CPR WHICH MAY NOT BE ENCLOSED OR PROTECTED FROM POTENTIAL INCURSION BY THIRD PARTIES. CONSEQUENTLY, CUSTOMER, AT ITS SOLE RISK AND EXPENSE, AGREES TO BEAR ANY AND ALL COSTS ASSOCIATED WITH LOSS AND/OR DAMAGE, INCLUDING, WITHOUT LIMITATION, THEFT, VANDALISM OR MALICIOUS MISCHIEF TO CUSTOMER'S PRIVATE RAILCAR(S) WHICH RESULT DIRECTLY OR INDIRECTLY FROM THE ACTIONS OF PARTIES OTHER THAN CPR. IN ADDITION TO ANY OTHER OBLIGATIONS UNDER THIS TARIFF, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS CPR, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, AND DIRECTORS (THE "CPR INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, ADMINISTRATIVE PROCEEDINGS, LAWSUITS AND DAMAGES AND AGREES TO REIMBURSE CPR INDEMNITEES FOR ANY COSTS, LAWSUITS, OBLIGATIONS, JUDGMENTS, DEBTS, AND EXPENSES OF ANY NATURE INCLUDING REASONABLE ATTORNEYS' FEES, SUFFERED OR INCURRED BY THE CPR INDEMNITEES ARISING OUT OF OR RESULTING FROM ACTS OF GOD, LOSS AND/OR DAMAGE TO CUSTOMER'S PRIVATE RAILCAR(S) CAUSED BY PARTIES OTHER THAN CPR, WATER DAMAGE OF ANY TYPE OR TO THE EXTENT ARISING OR RESULTING FROM CUSTOMER'S ACTS OR OMISSIONS, OR CUSTOMER'S VIOLATION OF ANY LAW OR REGULATION, OR CUSTOMER'S BREACH OF ANY OTHER REQUIREMENT, INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S FAILURE TO PROVIDE PROPER IDENTIFICATION OF THE COMMODITIES TO BE TRANSPORTED IN CUSTOMER'S PRIVATE RAILCAR(S), WHETHER OR NOT CUSTOMER RELIED ON OTHER PARTIES FOR SAID IDENTIFICATION, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF CPR.

#### APPLICATION AND DEFINITIONS

Switching charges named herein (unless otherwise specified) will apply for the handling of loaded cars and/or empty railcars. If cars are moved empty in both directions, then charges for a one-way movement will apply. If cars are loaded in both directions, the applicable charge will be assessed for

each loaded movement. If a railcar is mis-loaded or shipped out by a different carrier, a mis-load fee - applicable to the intra-plant switching charge - will apply for each car mis-loaded.

### DEFINITIONS

- INTRA-PLANT SWITCHING** - A switching movement of cars, loaded or empty, in which railcars are switched and moved by CPR in any matter requested by the customer.
- INTRA-TERMINAL SWITCHING** - A switching movement (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.
- INTER-TERMINAL SWITCHING** - A switching movement from a track of one carrier to a track of another carrier when both tracks and movement are within the switching limits of the same station or industrial switching district.
- RECIPROCAL SWITCHING** - A switching movement from a plant or industry located on the CPR to the point of interchange with connecting carriers or vice versa, on line-haul traffic.
- CAR STORAGE** – A car placed for non-movement until requested by customer to load, unload or outbound off CPR's tracks. All cars placed into storage by customers or from CPR as a result of an embargo or cash hold will be assessed a \$115.00 daily storage fee unless otherwise specified.
- SET BACK SWITCHING** – Switching a car at interchange or other location, including customer tracks, where the car's waybill has an error or otherwise cannot move due to a customer issue (including but not limited to causing train delays, customer loading/unloading issues, etc). Also includes railcars that must physically be switched and moved around for placement of other correctly billed cars.

### INTRA-PLANT, INTRA-TERMINAL, INTER-TERMINAL and SET BACK SWITCHING

(Rates in dollars and cents per car, except as noted)

CPR will perform switching at charges provided below:

INTRA-PLANT.....	\$395.00
INTRA-TERMINAL.....	\$395.00
INTER-TERMINAL.....	\$395.00
SET BACK CHARGE.....	..\$450.00

### EXTRA AND SPECIAL TRAIN SERVICE

Upon specific request of the shipper or consignee, CPR, at its sole discretion, may operate extra or special train service. Extra train service is defined as service requested by the shipper or consignee at a time or date other than the scheduled regular service. The charge for this service will be determined per mile, with a standard rate of \$327.00 per mile while on CPR, with a minimum charge of no less than \$2,800.00. Charges will be assessed against the party requesting the service. Special train service is defined as accommodating shipments which cannot be handled in regular train operations because of excess weight, height, width, or length and/or if the customer asks for a special movement and/or switch. The charges for this service will be negotiated between CPR and the party requesting service, dependent on specific needs for the movement, cost factors and potential adverse impact to physical plant and operations on the CPR. The requesting party must comply with all insurance requirements required by CPR. Charges will be assessed against the party requesting the service, and the move must be pre-paid via instructions from CPR.

### SWITCHING EMPTY CARS FOR PLACEMENT/REPAIRS

A charge of \$750.00 per car will apply on empty cars destined to a shop facility for cleaning, lining, relining, maintenance, modification, inspection, certification or repairs. This charge also includes any empty placement at a facility, on customer's track or other location for storage or any other purpose set forth by customer. Charges apply for round-trip movement from yard tracks to shop facility and return, when moving solely on the tracks of CPR. If CPR switches the empty car into the shop facility

and is not the switching carrier for the eventual movement from the shop facility, then the switching charge, as named in this item, applies only on the inbound movement. Charges will be assessed at the time of the inbound movement.

- Applicable on railroad owned or controlled cars.
- Applicable on private cars.

#### **RE-SWITCHING**

Except as otherwise provided, when CPR participates in line-haul service, cars re-switched under original load or for partial loading or unloading may be switched at the Applicable inter-terminal, intra-terminal or intra-plant rate of \$395.00 per car handled.

#### **PREPAYMENT OF CPR SWITCHING CHARGES**

Charges on all carloads for intra-plant, intra-terminal or inter-terminal movements must be fully prepaid by the party ordering the switch, unless prior arrangement is made.

#### **LOCAL RATES**

COMMODITY: Freight, all kinds (Rates in dollars and cents per car) \$1,575.00

Note - Rate applies except to privately owned railway passenger cars, as specified on Page 6 and unless a different price has been agreed prior to shipment.

EMPTY PASSENGER CAR MOVEMENT: (Rates in dollars and cents per car) \$1,700.00

LOCOMOTIVE MOVES: \$2,900.00 with proper inspection on inbound/outbound moves

Rates for all Freight: Email rate request to [contact@cprailnet.com](mailto:contact@cprailnet.com).

#### **CONGESTION RESULTING FROM RAIL CUSTOMER MAY RESULT IN AN EMBARGO**

If a rail Customer's excessive retention of railcars (whether or not related to the Customer's credit/security experience) results in operational congestion, as determined by CPR, on the Customer's and/or the CPR's rail tracks, CPR may impose an embargo against the Customer's receipt of further railcars until the congestion is eliminated. Additional switching and/or storage charges may also apply resulting from customer's congestion.

#### **REVISIONS**

This Freight Tariff may be amended, updated and posted at CPR offices. For the latest copy, please email [contact@cprailnet.com](mailto:contact@cprailnet.com)