



CTN Tariff of General Rules & Conditions of Carriage

CTN 9000

(cancels CTN 6000-Series and CTN 8300-Series)

ISSUED: June 1, 2025

EFFECTIVE: July 1, 2025
(Except as otherwise provided)



Subscribers and Contacts

Canton Railroad Company (CTN)

CTN Customer Service

410-633-9190

operations@cantonrr.com

Normal Hours of Operation

CTN's normal hours of operation are:

Monday – Friday 6:00 a.m. (ET) to 2:00 p.m. (ET) *

* Except Holidays (See CTN – 8000 Series Item 30)

Service to each Customer is subject to change at the discretion of CTN. Please contact Customer Service listed above for inquiries about the service to your facility.

EFFECTIVE July 1, 2025

ISSUED June 1, 2025

BY:

Canton Railroad Company

1841 S Newkirk St.

Baltimore, MD 21224



CHECK SHEET OF ITEMS AND REVISIONS

The items contained in this publication are listed consecutively by number. The paragraph that has been changed within an item will contain one of the following reference marks placed next to the item number:

- (I) Denotes increase
- (R) Denotes reductions
- (C) Denotes changes in wording which result in neither increases nor reductions in charges
- (N) Denotes new item

In addition, the effective date of the revised item will be added to this index page “CHECK SHEET OF ITEMS AND REVISIONS” to identify which item(s) have been changed.

| Revision Type | Item Number and Description | Effective Date |
|---------------|--|----------------|
| (N) | New Publication – ALL ITEMS SHOULD BE EXAMINED | July 1, 2025 |



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General Rules

To do business with CTN, a Customer must have established credit or cash deposit. There may be other conditions of carriage when you do business with CTN.

ITEM 5 – CTN Publications

This publication is available on the Internet for viewing or printing. For switching and other miscellaneous charges, please refer to Tariff CTN 8000 Series. All publications for which CTN is a subscribing carrier should be reviewed before shipping/receiving railcar(s) and can be found by going to CTN website at [Canton Railroad Company](http://www.cantonrailroad.com).

ITEM 10 – Reference to Tariffs, Items, Notes and Rules

Where reference is made in this Tariff to Tariffs, items, notes or rules such reference(s) are continuous and include supplements to and successive issues and reissues of such Tariffs, items, notes and rules.

ITEM 15 – Currency and Increases

Chargeable fees published in any Tariff for which CTN is subscriber are subject to increase by republication and are in United States Dollars (USD).

ITEM 20 – Cancellation Notice and Methods

CTN Tariff 9000 cancels both CTN 6000-Series and CTN 8300-Series and any Supplements thereto. Provisions in CTN 9000 that are not published herein may be listed in another published Tariff in which CTN subscribes. All publications should be reviewed prior to tendering shipments on any railroad.

As this Tariff is supplemented, letter suffixes will be used in alphabetical sequence started with letter A. For example: CTN 9000-A would cancel CTN 9000, and then CTN 9000-B would cancel CTN 9000-A. Individual item(s) may also be handled in the supplements the same way.

ITEM 25 – Governing Law and Severability

To the extent not governed by Federal law, the laws of the state of Maryland without regard to conflict of law provision shall govern the construction and interpretation of all Tariffs for which CTN is subscriber, including but not limited to, all rights and obligations of the parties.

If any provision of this Tariff or any other Tariff for which CTN is a subscriber is held invalid by a court or governmental entity of competent jurisdiction, such provision shall be severed from the Tariff and to the extent possible, the Tariff shall continue with regard to the remaining provisions.



ITEM 30 – Descriptions of Governing Classifications

All Tariffs for which CTN is subscriber are governed by other publications.

Below list of publications may change publishers, naming or be absorbed by other publications. New publications may also be published from time to time.

For marked capacities, lengths, dimensions, and cubical capacities of railcars, see the Official Railway Equipment Register, published by S&P Global.

Uniform Freight Classification Tariff UFC 6000 Series, published by Railinc.

Surface Transportation Board Service Orders and General Permits.

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

Official Railway Station List, Tariff OPSL 6000 Series.

PREPAY REQUIREMENTS AND STATION CONDITIONS

For additions and abandonments of stations, and except as otherwise shown herein, for prepay requirements, changes in station, restrictions as to acceptance or delivery of freight, and changes in station facilities.

When a station is abandoned as of a date specified in the above-named Tariff, the rates from and to such stations as published in this Tariff are inapplicable on and after that date.

GEOGRAPHICAL LOCATIONS OF STATIONS

For geographical locations of stations referred to in this Tariff by station numbers.

STATION NUMBERS

For the identification of stations when stations are shown or referred to by numbers in this Tariff.

ITEM 35 – Congestion Resulting in Embargo

If a rail Customer's excessive retention of railcars (whether or not related to the Customer's credit and/or security deposit experience) results in operational congestion as determined by CTN, CTN may impose an embargo against the Customer's receipt of further railcars until the congestion is eliminated.

ITEM 40 – Transportation

CTN agrees to transport shipments with reasonable dispatch. CTN does not guarantee rail service within any particular timeframe. Bunching and Run Around will not be considered railroad error and no allowance will be made.



ITEM 60 – Glossary of Terms

ACTUAL PLACEMENT: When a car is placed in an accessible position for loading or unloading, or at a point designated by the shipper or consignee or party loading or unloading the car. Railroad does not issue Actual Placement Notices. Actual Placement is commonly referred to as PACT.

ASSIGNED CARS: The assignment of cars to a given shipper at a specific location as defined in Car Service Rule 16 and Car Hire Rule 22 as published in Railinc Circular No. OT-10.

ASSIGNEE: A shipper who has requested and has been assigned specific cars.

AVERAGE PLAN DEMURRAGE: All railcars released in a given month are able to receive credits when FREE TIME has not been fully used against other railcars released in the same month for which FREE TIME was completely used. This is meant to recognize the efficient turning of railcars by a loading or unloading facility to earn credits against other railcars that sat waiting to be placed to the loading or unloading facility (SEE STRAIGHT PLAN DEMURRAGE).

BILL OF LADING: Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000 Series, subject to modification as may occur from time to time. Commonly referred to as BOL.

BROKER: An agent or intermediary negotiating the buying or selling contents of car, other than shipper or consignee.

BUNCHING: The accumulation of cars for loading or unloading shipped on different days. Since CTN does not control the flow of inbound cars from connecting railroads, no allowance will be made in demurrage charges.

CARRIER: Railroad with registered AAR mark, operating as STB common carrier.

CHARGEABLE DAY: A twenty-four (24) hours period or fraction thereof that follows the expiration of Free Time. See Chargeable Debit.

CHARGEABLE DEBIT: Chargeable debits are the difference between the debits applied to a car minus any applicable credits. See Chargeable Day.

CONSIGNEE: The party designated on the bill of lading as the entity legally entitled to receive delivery of the car from the carrier.

CONSIGNOR or SHIPPER: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

CONSTRUCTIVE PLACEMENT: When a car, including order notify and in-bond shipments, cannot be actually placed or delivered because of any condition attributable to the consignee, shipper, loader or unloader, such car will: (a) be held on CTN tracks and notice will be sent or given to the party entitled to receive notification that the car is held awaiting disposition instructions; (b) be placed by CTN on private or industrial tracks, including lead tracks serving the consignee, shipper, loader or unloader and will be considered constructively placed without notice. Commonly referred to as PCON.



ITEM 60 – Glossary of Terms

CONSTRUCTIVE PLACEMENT TIME: The time from constructive placement until a car is actually placed.

CREDIT: A non-chargeable demurrage day. See description under term “Free Time”

CUSTOMER: Shipper, Loader, Unloader, Consignee, Freight Payer or party entitled to receive notification.

DEBIT: See description of term “Demurrage Day”

DELAY OF TRAIN: A direct cause in the delay of train crew operations during normal switching services.

DEMURRAGE: Demurrage is a charge for detaining a railcar beyond the free time provided in Tariff 8000 Series. Railroads charge demurrage as an incentive for Customers to load and unload cars promptly, to prevent congestion in railroad terminals caused by idle cars, and ultimately to improve the utilization of a valuable asset. Reduced dwell translates into faster, more reliable cycle times and better service.

DEMURRAGE DAY: A twenty-four (24) hour period, or fraction thereof, commencing at the first 07:00 AM after the applicable start event (constructive or actual placement). Commonly referred to as Debit day(s).

DESTINATION: Billing destination, or if such destination is serviced by a terminal yard, then such terminal yard will be considered as the destination.

DISPOSITION: Information, including forwarding instructions and/or release, which allows the railroad to tender or release the car from the shipper’s, consignee’s, loader’s, or unloader’s account.

DIVERSION: The term “Diversion” can be used interchangeably with “Reconsignment” and means any request for change in the bill of lading or waybill. A diversion is used to change name of consignee or consignor, route, or deliver railcar(s) to other than the original billed destination. If change requires the car to move over track that it has already traveled (back haul), the car may be diverted to the next logical terminal. From there, new shipping instructions (new Bill of Lading) will be required to move the car from its current location to the new destination.

EMPTY CARS ORDERED AND NOT USED: Empty cars ordered, placed or constructively placed for loading and not used in transportation service.



ITEM 60 – Glossary of Terms

EMPTY RELEASE INFORMATION: Advice from consignee and/or unloader, given to an authorized representative of CTN, that car is unloaded and available for the railroad. Information is received electronically via Web tools or EDI. CTN will also accept empty release information in writing via email to the Customer Service group listed on the subscription page (found on page 2 of this Tariff) subject to item 95 per release/bill of lading. Information given must include identity of consignee, and/or unloader, party furnishing the data, car initial, number date and time. Release will be effective on date and time advice is received by CTN. CTN reserves the right to reject any request as an unreasonable request for service, any fax or email forwarding instructions that are illegible, whether due to poor transmission quality, poor or illegible handwriting, or otherwise. CTN will not accept delivery of empty release instructions by U.S. Mail, express service, personal delivery, telephone, or otherwise.

Advice received by the railroad to move a car from an unloading or storage track to a railroad yard or hold track to be held for “forwarding instructions”, whether furnished by the party unloading car or another party, or a bill of lading or an order consigning the car to an Agent of CTN which has no beneficial interest in the car, does not constitute “forwarding instructions” or a release from demurrage or other like charges.

A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute “forwarding instructions” until clearance is received from all carriers in the routing.

FORWARDING INSTRUCTIONS: A bill of lading given to authorized representative of CTN that contains all of the necessary information which allows for the immediate movement by the railroad. Forwarding instructions will be effective on date and time advice is received by the railroad. Information is received electronically via EDI from Linehaul Carrier. CTN will also accept bill of lading in writing via email to the Customer Service group listed on the subscription page (found on page 2 of this Tariff) subject to item 95 per bill of lading. CTN reserves the right to reject any request as an unreasonable request for service, any fax or email forwarding instructions that are illegible, whether due to poor transmission quality, poor or illegible handwriting, or otherwise. CTN will not accept forwarding instructions by U.S. Mail, express service, personal delivery, telephone, or otherwise.

Advice received by CTN to move a car from a loading/unloading or storage track to a railroad yard or hold track to be held for “forwarding instructions”, whether furnished by the party loading car or another party, or a bill of lading or an order consigning the car to an Agent of CTN which has no beneficial interest in the lading, does not constitute “forwarding instructions” or a release from demurrage or other like charges.

A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute “forwarding instructions” until clearance is received from all carriers in the routing.

FREE TIME: A period of time following actual or constructive placement during which demurrage is not charged. Commonly referred to as Credit day(s).



ITEM 60 – Glossary of Terms

HAZARDOUS MATERIALS (OTHER THAN TIH/PIH): SUBJECT TO TARIFF BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION) Hazardous Materials are defined as “Hazardous Wastes” and “Hazardous Substances” as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof, requiring the use 4-digit identification numbers on shipping documents, placards or panels and identified with Standard Transportation Commodity Codes (STCC) beginning with 48 and 49 or beginning with STCC 28 and 29 and converting to STCC 48 or 49.

IDLER CAR: An empty car used to protect overhanging loads or used between cars loaded with long material.

INDUSTRIAL TRACK: Designated delivery or receipt track or tracks for the exchange of cars between carrier and industry performing their own switching including switch line acting as Agent for Industry.

INTRA-PLANT SWITCHING: A Customer-requested switching movement subsequent to ACTUAL PLACEMENT, when loaded or empty, from one track to another track (or between two points on the same track), within the same plant or industry without leaving the tracks of the same plant or industry.

INTRA-TERMINAL SWITCHING: A Customer-requested 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.

LEASED TRACK: A track leased to a user through a written lease agreement and is considered the same as a private track for demurrage or storage purposes.

LOADED CAR: A car that is partially or completely loaded.

LOADER: Party physically loading the car.

LOADING: The complete or partial loading of a car in conformity with loading and clearance rules, advice that the car is available for movement, and the furnishing of forwarding instructions.

LOCAL FREIGHT: Movement between stations that are not located within the switching limits of the same station. Can be associated with a Rule-11 routing.

NON-CARRIER: Railroad operations that do not operate as an STB common carrier.

NOTIFICATION: When required, notification will be furnished electronically via email to all parties entitled to receive notification.

ORDER IN CUSTOMER: A Customer who, by prior arrangement, has notified CTN that cars shall not be placed, or considered to be placed, for loading or unloading, until CTN has received an order for placement from said Customer.

ORDER IN: An order for a car on constructive placement to be spotted at a Customer’s facility, the party entitled to receive the car must order the car for placement.



ITEM 60 – Glossary of Terms

OTHER THAN PUBLIC DELIVERY TRACK: Any track assigned for individual use, including privately owned or leased track.

PARTIAL LOADING/UNLOADING: The partial loading or unloading of a car and the furnishing of forwarding instructions.

PRIVATE CAR(S): A car bearing other than railroad or TTX reporting marks that is not railroad controlled.

PRIVATE TRACK: Any track not owned or leased by a railroad.

PUBLIC DELIVERY TRACK: Any track for use by the general public for loading or unloading railcars. Commonly referred to as a Team Track.

RAILROAD CONTROLLED CAR: Any car other than a private car.

RAILROAD CONTROLLED TRACKS: Any track not defined by CTN as a lease track or private track.

RECEIVING PARTY: The Customer physically receiving the railcar is known as the receiving party and is responsible for the demurrage.

RECONSIGNMENT: See Diversion.

REFUSED/REJECTED LOADED CAR: An original loaded car refused at destination without being unloaded.

RELEASE: The notification received from shipper, loader, consignee, or unloader that loading or unloading of a car has been completed and car is available for movement and forwarding instructions have been received, if applicable. Date and time that CTN receives forwarding instructions and advice that a car is available for movement and from non-credit Customers, upon payment of any charge due. Cars placed on industrial interchange tracks of an industry doing its own switching, including those tracks of an industrial switch line acting as Agent of industry, will be removed from track, and considered received and held for disposition as provided in this Tariff. Cars found to be improperly loaded at origin will not be considered released until the load has been properly adjusted and clearance has been obtained. When a car is unloaded and then reloaded, empty release information must be furnished. If not furnished, demurrage will be continuous until forwarding instructions are received. Loaded or empty cars released and pulled from private tracks, which must first be held on railroad track awaiting forwarding instructions, are subject to demurrage/storage provisions and charges as provided in this Tariff.

NOTE: Demurrage charges will continue to accrue to the Origin Industry even when cars are released to a third-party, until the time the billing is received from the third-party.

RELOADING: When a car is held for loading after being released as empty.

RUN AROUND: Car(s) placed at Customer designated track(s) ahead of previous arrivals held by the railroad on railroad owned tracks.

SHIPPER CONNECT: Web based interface that allows Customers to manage their inventory while online as well as release of empty railcars.



ITEM 60 – Glossary of Terms

SHIPPER or CONSIGNOR: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

SPECIAL SWITCH: When Customer requests and receives service outside of the normal service hours.

SPECIAL TRAIN: When Customer's shipment requires special handling (typically over-sized and dimensional shipments) or when Customer requires expedited service and Customer is located beyond the switch limits of the serving yard (typically more than 38 miles).

SPOT ON ARRIVAL: CTN, without notification, will place cars for loading or unloading immediately upon their availability for placement.

SPOT ON ARRIVAL CUSTOMER: A Customer who has not requested to be an Order In Customer will be considered a Spot On Arrival Customer (see Spot on Arrival). If constructive placement of a car is necessary, the car will not be placed for loading or unloading until CTN has received an order for placement from the Spot On Arrival Customer.

STCC: Standard Transportation Commodity Code.

STOPPED IN TRANSIT: When cars are held in route because of any condition attributable to the shipper, consignee, or owner.

STORAGE DAY: A twenty-four (24) hour period, or fraction thereof.

STRAIGHT PLAN DEMURRAGE: All railcars released are given FREE TIME. Straight Plan differs from AVERAGE PLAN by not allowing credits earned on one railcar towards other railcar released in the same month.

TEAM TRACK: Any track for use by the general public for loading or unloading railcars. Commonly referred to as a Public Delivery Track.

TENDER: The offer of goods for transportation, or the offer to place cars for loading or unloading.

TIH/PIH: Toxic Inhalation Hazards (TIH) and Poison Inhalation Hazards (PIH), as defined in AAR Circular No. OT-55. The terms TIH and PIH are synonymous as they apply to this Tariff.

TIME: Local time where the car is held.

UMLER: Universal Machine Language Equipment Register. File maintenance occurs via [Home | Railinc](#) and is the railroad industry's central repository for all registered rail and intermodal equipment in North America.

UNIT TRAIN: A physically consecutive and connected set of at least 50 cars tendered for movement together, unless otherwise stated in your contract.

UNLOADER: Party physically unloading the car.

UNLOADING: The complete unloading of a car and notice from the consignee that car is empty and released for return movement to the railroad.



ITEM 70 – Credit Extension and Payment Terms

Shipments must be accompanied by full payment of charges unless the party responsible for payment of charges has established credit to the satisfaction of CTN.

1. Payment of all charges shall be made according to the terms established by CTN. Freight charges are due within fifteen (15) calendar days from the date of the freight invoice. Accessorial charges (e.g. demurrage, switching, weighing, etc.) are due within thirty (30) calendar days from the date of the accessorial invoice.
2. Payment shall be deemed to have been made upon receipt of funds in CTN's bank.

In no event shall any amount(s) claimed against CTN be deducted from or offset against freight or other charges due. In the event that an amount(s) is deducted or offset against freight or other charges due CTN, the party making such offset or deduction will be assessed a service charge of ten percent (10%) plus one and one half percent (1 ½%) per month of the amount offset or deducted.

It is understood that any payment of amounts less than as stated on an invoice will be considered: "Payment-on-Account" and not as: "Payment-in-Full" (notwithstanding any notation to the contrary as to the payer's intent.) Acceptance by CTN of a lesser amount will not constitute an accord and satisfaction. In such a situation, the payer will be advised of the remaining balance deemed due (after the application of the funds received has been attempted, as specified by the payer.)

Customers shall be liable for payments of the transportation charges accruing on a shipment, and nothing herein shall limit the right of CTN to require at time of shipment the prepayment of charges or guarantee thereof. If transportation charges have not been prepaid, or Customer has not entered into an agreement for credit CTN, CTN may withhold delivery of the shipment until payment or guarantee by Customer of all charges. Placement of equipment by CTN for unloading or loading shall be deemed acceptance of shipment and/or equipment.

Acceptance of shipment by consignee or beneficial owner shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including demurrage and switching services performed at destination. The issuance of a Shipping Document for a shipment consigned "to order", or to one party with directions to notify or advise another party as a prior condition to delivery, is prohibited, unless prior written arrangements have been made.

All charges must be paid in full, and any claim against CTN must be asserted separately in accordance with the applicable procedure listed in Item 85.

In the event freight charges or other charges are not paid in full, CTN will assess a finance charge of the lesser of 12% per annum 2% per month or portion thereof, or the maximum amount permitted by law on the unpaid bills or portion thereof which are past credit terms. The finance charge will accrue daily on the unpaid balance from the first day following the end of the credit term until the date of receipt of payment in full by CTN. The finance charge will not apply against disputed charges that are found by CTN to have been incorrectly billed. The finance charge will be billed monthly for all charges that were not paid within the applicable credit period in the prior calendar month.



ITEM 70 – Credit Extension and Payment Terms

CTN may at any time, at its sole discretion, revoke credit privilege and institute any one or more of the following:

1. Require that applicable charges be paid by a person or entity with approved credit status with CTN.
2. Require that the Customer responsible for the payment of charges tender one or more of the following: Standby Irrevocable Letter of Credit and/or a Surety Bond and/or a personal or corporate guarantee of indebtedness and/or a sufficient cash deposit (see item 80).
3. Assess demurrage charges on rail cars placed in hold status while awaiting payment.

ITEM 80 – Security Deposits for Payment of Charges

CTN has the right to demand that a rail Customer (Any CTN served shipper, loader, consignee or unloader responsible for the payment of demurrage), without sufficient credit history, or with a history of delinquency or nonpayment of freight, demurrage or other charges not in bona fide dispute, deposit with CTN, money or security adequate to pay an average monthly invoiced services calculated over the past six months or a per car fee based on potential services. (1) The deposit may be satisfied with cash, letter of credit, surety bond or another appropriate instrument. CTN will determine the suitability of the security tendered. (All instruments on deposit are hereinafter referred to as “security”)

If any CTN invoice, not in bona fide dispute, is not paid when due; immediately thereafter CTN will satisfy the bill by drawing against the security on deposit. Thereafter, the rail Customer will be required to reinstate the value of the security to its former level or to another level equivalent to its average monthly invoiced services or per car fee based on potential services.

Should demand be made upon a rail Customer for the deposit or maintenance of security as heretofore stated and should the rail Customer refuse or fail to deposit or maintain the security, CTN may refuse to provide any further rail service until the deposit requirement is fulfilled. If service is refused and rail Customer is the subject of congestion, CTN will issue an embargo against all rail transportation by CTN to and from that rail Customer, so long as congestion exists or otherwise continues. In short, CTN may issue and maintain the embargo while the congestion exists, irrespective of rail Customer compliance or non-compliance with the Security Deposit provisions in this item.

No interest will be paid by CTN on any security or monies deposited with it. It is within the discretion of CTN to determine when creditworthiness of the rail Customer no longer necessitates the imposition of a security or deposit. If rail service to the Customer is permanently discontinued, upon satisfaction of all invoiced bills the security on deposit held by CTN will be released and returned.



ITEM 85 – Invoice Claims

In order to be allowed relief from a billed amount, a claim must be presented to CTN, in writing within thirty (30) days of the billing date, with supporting documentation, stating fully the conditions for which relief is claimed, identifying contested cars by car initial, car number and location.

Claims sent to CTN which are **not found** to be valid will be subject to a processing fee of **\$50.00 for each incorrectly disputed car**. Claims are to be sent to CTN email address listed on the subscription page (found on page 2 of this Tariff).

All claims not received within thirty (30) days will result in invoice being considered valid and prompt payment will be expected.

Improper Charges:

If, by error, demurrage or storage charges are improperly assessed, charges will be adjusted to the amount that would have accrued but for such error.

Unacceptable Claims:

Bunching and run around will not be considered railroad error and no allowance will be made.

Force Majeure:

In the event it is impossible for shipper, loader, consignee, or unloader to get to a car or to load or to unload due to acts of God, including, but not limited to flood, earthquake, hurricane, tornado, or other severe or climatic conditions, the demurrage directly chargeable thereto will be adjusted, provided the impediment is at least five (5) days in duration. Notification of this impediment must be made to Customer Service within 24 hours of interference and daily updates must be sent to CTN at the email address listed on the subscription page (found on page 2 of this Tariff).

ITEM 90 – Bankruptcy or Insolvency

In the event a Customer files or is the subject of a filed petition in bankruptcy or an Assignment for the Benefit of Creditors and has a transportation contract or other agreement with CTN (collectively "Agreement"), Customer will, as soon as practicable:

- (a) Identify CTN as a "Critical Vendor" of essential services as that term is interpreted and understood within the context of a bankruptcy proceeding;
- (b) Identify any Agreement with CTN under which there remains continuing unperformed obligations; and,
- (c) Choose to elect to either assume or reject such Agreements identified pursuant to (b) above within sixty (60) days of the date of the filing of the petition in bankruptcy.

In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without CTN's consent, unless CTN is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with CTN as security for the timely payment of invoices for services rendered in an amount equal to the average thirty (30) day accrual for such charges.



ITEM 95 – Release, Cancel or Corrections via Email

CTN will accept empty and loaded release via email to Customer Service listed on the subscription page (found on page 2 of this Tariff). Upon receipt of good release information, CTN will generate release.

CTN will accept and generate waybill cancellations, corrections or diversions (when car is in position to allow waybill change) via email to Customer Service listed on the subscription page (found on page 2 of this Tariff).

CTN generated releases, cancels or corrections (changes/diversions) are subject to **\$75.00 per transaction.**

ITEM 100 – Overloaded Railcars

An overloaded car is defined as a rail car for which either the net weight (actual weight of freight including all materials incidental to the movement of the goods) is in excess of the car's authorized load limit (as listed in UMLER), or the gross weight (combined weight of railcar and net weight) is in excess of the track weight limitations at any point along the route of movement.

To determine track weight limitation at any point along the route of movement for CTN, you can contact CTN at the email listed on the subscription page 2 of this Tariff.

If car is overloaded, shipper is responsible for the removal and disposal of the excess portion of the lading of the car. CTN will not be responsible for damaged goods, or loss of lading resulting from the process of removing excess portion and CTN will not assume responsibility for the proper loading or unloading of any lading into or out of a car. All charges referred to are assessed as a deterrent to the unsafe practice of overloading rail cars and are not connected in any way with the line-haul transportation charges. These charges are not freight or "or other lawful charges" within the meaning of Section 7 of the Bill of Lading, and the execution of Section 7 will not in any way relieve the shipper from the responsibility for the charges set forth in this Item.

If a car is found to be overloaded at origin, the overloaded car(s) will be placed at a point of CTN's choosing until the excess lading is removed and a **\$500.00 surcharge** will be applied against each car. In addition to the surcharge, an intra-terminal switch charge as provided in CTN 8000-series will apply to cars moved to allow for the removal of excess lading. These charges are in addition to the applicable freight charges.

Shipper will be notified and shall remove the excess lading at the operating convenience of CTN. Cars found to contain excess lading at origin will remain on continuous demurrage under the provisions found in Tariff CTN 8000 Series covering demurrage charges, until the excess lading is removed.

If the shipper fails or refuses to arrange to have the excess lading removed from each car within one hundred and twenty (120) hours from the date and time of notification, CTN may, at its discretion, arrange for removal and disposal of the lading in excess of the weight limit needed to allow the car to continue safely to destination.



ITEM 100 – Overloaded Railcars

The shipper will be assessed and pay actual cost of removal and disposal to the party removing the lading from the car. If shipper/consignor has not commenced reducing the excess portion from each car after two hundred and forty (240) hours from the date and time of notification, the lading in the car will have been deemed abandoned and CTN may, at the option of CTN's freight Claim Department sell or dispose of the lading. All charges (switching, weighing, demurrage, reduction and disposal expense) resulting from the overloaded car, will be deducted from the proceeds of sale.

If a car found to be overloaded can be safely moved, or is discovered as overload at destination, a **\$500.00 surcharge** will be applied against each car

ITEM 105 – Maximum Weight on Rails

All freight cars in the absence of maximum loading limits stenciled thereon, equipped with AAR standard axles may be loaded as provided in Association of American Railways Field Manual Rule 70. If the Marked Capacity is as shown under [A] below, the Total Weight on Rail will be as shown under [B] below:

| [A] ----- | [B] |
|----------------------|----------------|
| 80,000 pounds ----- | 142,000 pounds |
| 100,000 pounds ----- | 177,000 pounds |
| 140,000 pounds ----- | 220,000 pounds |
| 200,000 pounds ----- | 263,000 pounds |
| 227,000 pounds ----- | 286,000 pounds |

CTN will not accept any TOFC or COFC units with a gross weight exceeding the maximum gross weight permissible under Federal, State and/or Municipal Weight Laws, but in no case shall the combined gross weight exceed 65,000 pounds. Gross weight means combined weight of trailer and lading.

ITEM 110 – Damage to Railroad Controlled Track

At any location where the Customer uses its own locomotives, railcar mover, or other equipment to move railcars on railroad controlled track, and if the movement of such cars by the Customer, while such cars are in the custody and control of the Customer, causes damage to railroad controlled track(s), the Customer shall reimburse CTN as follows:

1. If CTN repairs or hires contractor to perform repairs necessary to repair the damage and return the track(s) to service, a charge of 30% of the total cost of the repairs will be billed to the Customer, in addition to the total cost of repairs.

Said track(s) will be returned to service when all necessary repairs have been made, and CTN has inspected the repairs.



ITEM 110 – Damage to Railroad Controlled Track

2. If Customer repairs or hires contractor to perform repairs necessary to repair the damage and return the track(s) to service, a charge of **\$250.00 per day**, or fraction thereof, until track is repaired will be billed to the Customer. Charges will begin on the day damage occurred and will end on the day repairs are finished (as long as CTN has inspected repairs and CTN has said track(s) are returned to service).

Said track(s) will be returned to service when all necessary repairs have been made, and CTN has inspected the repairs

ITEM 115 – Protective Service

Perishable or any freight under protective service will be accepted from connecting carriers for delivery to Customers with the understanding that protective service is not provided by CTN, therefore CTN will not accept liability of any loss or damage resulting from failure of such protective service.

ITEM 120 – Oversize Preclearance Proposal

There will be a **\$1,000.00 pre-clearance proposal charge for each oversize preclearance proposal** submitted to CTN, While the proposal is in “submitted” status, changes to the proposed dimensions (length, width, height) may be made at any time without additional penalty. Once the proposal is in “working” status, the Customer may make only two additional changes to the proposed dimensions (length, width, height) without incurring an additional charge. Any additional charges (beyond the changes described above) to the proposed dimensions will be subject to an additional pre-clearance proposal charge. Once the proposal is in “completed” status, no more changes can be made.

Payment of any pre-clearance proposal charges must be made before “working” status.

Each pre-clearance proposal that results in an actual load moving on CTN within one (1) year from the date the clearance review is completed, the Customer will be entitled to a refund of the pre-clearance proposal charge. The Customer must submit proposal and refund requests through email listed on subscription page 2 of this Tariff.

In the event the clearance proposal results in CTN not being able to clear the load for transportation, a refund will not be issued but clearance maximum dimensions will be provided. If the clearance maximum dimensions can be accommodated by the Customer and a shipment meeting the clearance maximum dimensions subsequently moves on the carrier, the Customer will be eligible for refund pursuant to the terms above.

Submissions of a pre-clearance proposal to CTN for clearance of a shipment does not create any obligation to provide transportation of the proposed shipment or any other shipments that may be tendered by the Customer.



ITEM 125 – Returned, Refused or Rejected Shipments

This item does not apply Freight requiring protective service. When shipment covered by this publication has reached destination but is refused or rejected, not unloaded, and is returned to the original shipping point for reasons other than CTN's error, the return movement will be subject to the rate and minimum weight in the reverse direction in effect on the date shipment is tendered for return.

ITEM 130 – Loading and Unloading of Equipment

LOADING: All loading, bracing, and blocking must comply with the applicable, Association of American Railroad's pamphlet or general information series publication or modification approved by carrier's Damage Prevention Services prior to shipment. Shippers are required to take all necessary additional steps to protect their product and the equipment being used during rail transportation. In the event of a load shift, derailment or equipment damage, when it is determined by CTN that there was insufficient or improper loading, bracing or blocking, the Shipper/Loader shall be assessed **\$1,000.00 per railcar** and will additionally be responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs and **NOTE 1** applies.

UNLOADING: Upon arrival and placement of equipment for unloading at destination, Consignee/Unloader will be responsible for unloading the equipment in a manner which does not damage the equipment, closing doors if so equipped, and for releasing the equipment in a condition suitable for reloading a similar commodity by another Shipper. If Consignee/Unloader refuses or fails to remove all lading, dunnage, blocking, bracing, strapping, miscellaneous debris, or other material that was part of the inbound shipment, secure interior loading devices, or places additional material into the equipment before releasing the car, and CTN discovers such failure and proceeds to remove or have removed such debris or when it is determined by CTN that there was improper unloading, the Consignee/Unloader shall be assessed **\$1,000.00 per car** and will additionally be responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs and **NOTE 1** applies.

NOTE 1: In addition, all charges, administrative, civil fines, storage and demurrage are due and payable in full before the railcar is released.

ITEM 135 – Time Limit for Filing Loss or Damage Claims

Loss or damage discovered other than between 8:00 am and 5:00 pm, Monday-Friday shall be reported no later than 24 hours following unloading from the railcar by email to emails listed on the subscription page 2 of this Tariff (Saturdays, Sundays, and Holidays are excluded). Claims for loss or damage to cargo, commodities and/ or freight must be filed and received by CTN railroad within 9 months after the date of delivery of the shipment to destination. In the event that a claim is denied, suits for recovery must be filed within 2 years and 1 day after notice of claim denial was given in writing.



ITEM 140 – Loss/Damage Claims (Liability Limitations)

Claims filed by the Shipper for \$250 or less for damage or cargo loss will not be accepted or paid by CTN. In addition, the Shipper hereby waives any and all recovery, remedies and/or rights with respect to such claims.

CTN does not guarantee rail service within any particular time frame. CTN is not liable for special or consequential damages or for damages due to market decline.

CTN shall not be liable for any loss, damage or delay to equipment or lading caused by Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the Shipper/Consignor/Loader, Owner or Consignee/Receiver/Unloader, or from any cause whatsoever which occurs while the equipment and lading is not in the custody and control of carrier(s). The Shipper and Consignee shall be jointly responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs.

Liability Limits and Additional Protection

- (a) Carmack Amendment protection is waived by Customers tendering shipments that move on CTN.
- (b) In the event additional protection is desired, Customer must reach out to CTN by emailing Customer Service (see subscriber section on page 2 of this Tariff) for pricing to protect each car for the declared value of the goods while on CTN. CTN will invoice the requestor directly and charges must be paid in advance of each car's arrival.
- (c) If no additional premium protection price is requested the maximum liability for loss of, or damage to, goods in transit cannot exceed, and is limited to, the lesser of value of the goods, the declared value (if applicable) or \$35,000.00 per car.

If damage or shortage is communicated to CTN at destination, CTN or CTN contracted agent performing inspections shall be notified at once and given twenty-four (24) hours to inspect the vehicle while still under load. Failure of CTN to make an inspection of the equipment shall not be considered a waiver of any defense to claims or suits

ITEM 145 – Private Car Application for Railroad Marked Cars

CTN is aware that shippers and/or consignees may sometimes lease railcars from other railroads for shipments that may originate or terminate CTN. Such railcars normally contain the reporting marks of the lessor railroad. In order to avoid the assessment of demurrage charges by CTN, when such railcars are located on private or leased tracks, on CTN, it is necessary that shippers apply to and receive the approval of CTN for the designation of such cars as “private” cars for the purposes of demurrage or storage. CTN reserves the right to assess demurrage and storage charges while cars designated as private are on railroad owned tracks.



ITEM 145 – Private Car Application for Railroad Marked Cars

1. Shipper and/or consignee must submit a written request to CTN not less than thirty (30) days prior to the date that the “private” car designation for railroad marked equipment should take effect to the email addresses listed on the subscription page 2 of this Tariff. The request must include:
 - a. Name of Shipper and/or Consignee leasing the railcars;
 - b. Name of lessor railroad;
 - c. Listing of the reporting marks of the railcars being leased and railcar type(s);
 - d. Length of time requested for the private railcar designation;
 - e. Copy of applicable railcar lease (upon request of CTN);
2. CTN will provide a written reply to each request within thirty (30) days of receipt of the request. CTN, in its sole discretion, may accept or reject the request in whole or in part. CTN may accept a smaller number of railcars than requested and/or for a shorter amount of time.

ITEM 150 – Private Car Mileage

CTN is not a party to Tariff RIC 6007 Series covering private car mileage, therefore does not pay private car mileage without signatory contracts that supersede this Tariff.

ITEM 155 – Indemnity

CTN shall not be liable, and Customer/Shipper/Loader/Owner/Consignee/Unloader shall release, indemnify and hold harmless CTN, for all loss, damage, or injury (collectively, including without limitation attorney’s fees and other costs of litigation, liability to third parties, fines, penalties, environmental response, investigation, and remediation costs, and natural resource damages) arising from (a) any defects in or failure of private equipment; (b) improper loading or unloading practices, including without limitation excess weight or failure to properly close, secure and tender loaded or empty equipment; (c) failure by the Customer (or its agents or contractors or receivers) to comply with the representations, warranties and covenants made in the price authority and/or contract or with the rules applicable to Customer with respect to the movement of commodities pursuant to the price authority and/or contract; (d) the presence of any trace chemicals or contaminants in the commodity which are not described in the commodity’s proper U.S. DOT shipping description, as provided in applicable U.S. DOT regulations; or (e) any loss, damage or injury to the extent caused by Customer/Shipper/Loader/Owner/Consignee/Unloader (or its agents or contractors). The liability assumed by Customer/Shipper/Loader/Owner/Consignee/Unloader shall not be affected by the fact, if it is a fact, that the loss, damage, or injury was occasioned by or contributed to by the negligence of CTN, except to the extent that such claims are proximately caused by the intentional misconduct or gross negligence of CTN.



ITEM 170 – Right to Sell Abandoned, Refused, or Unclaimed Property

Freight that is abandoned by the Consignor and Consignee, or Refused by the Consignor and the Consignee, or unclaimed within 15 days after notice is issued to the Consignor and Consignee may be sold by CTN in accordance with applicable law. The proceeds of any sale will be applied to the payment of all transportation and other lawful charges and expenses incurred by CTN and any balance will be paid to the owner of the property sold by CTN.

ITEM 175 – Cargo Seals

CTN does not furnish, apply, verify, or inspect seals. When seals are applied, all doors, hatches, valves and other openings on the railcar must be sealed. Consignor must include each seal number and the name of the employee applying the seal(s) in its Shipping Instructions. CTN will not honor claims for loss, damage, or contamination of railcar contents based solely on the absence of one or more seals at the time of delivery at destination. Claims for loss or damage are honored only when there is clear and convincing evidence of actual loss, damage, or contamination other than the mere absence of one or more seals, or apparent compromise of a seal that was applied before movement. CTN reserves the right to audit, at CTN's expense, the Consignor's on-site seal records.

ITEM 180 – Right of Entry (ROE)

Protecting our network is essential to maintaining our employees' safety and CTN's service operations. No one else, including a Customer, is allowed to enter, perform any switching, or otherwise operate on any tracks owned by CTN. If a Customer accesses CTN track, Customer assumes all risk of loss and indemnifies CTN against all damage, cost, liability, judgment, and expense, including attorney's fees, in connection with any personal injury to or death of any persons or loss of/damage to any property, whether employees or property of either Customer, CTN, or third persons, sustained, incurred, arising, or growing out of operations by Customer or its Agents upon CTN tracks

Prior to entering CTN property, Customer shall contact Customer Service (found on page 2 of this Tariff) to coordinate entry, fill out appropriate ROE forms and provide proof of insurance.

To the extent that Customer is self-insured, Customer shall provide evidence of such to CTN in a for satisfactory to CTN.

Customer shall require any contractor or third party entering CTN on its behalf to procure, maintain and provide to CTN the same types, amounts and coverage extensions as required by Customer above.

The amount of any insurance will not operate as a limit to any liability of Customer or Customer's Agent.



ITEM 185 – Service Interruption Financial Responsibility

CTN reserves the right to assess financial responsibility for charges outlined in this Tariff when Customer or entity actions obstruct CTN from providing rail service to CTN Customers or that adversely impact CTN operations.

ITEM 190 – Conflicts and Contracts

In the event of any conflict between the terms and conditions in this Tariff and any written contract between CTN and a Customer, the terms and conditions in the written contract will take precedence.

No person is authorized to enter into **any** oral contract on CTN's behalf.

