



OHI-Rail.com

FREIGHT TARIFF OHIC 1000

**CONTAINING DEMURRAGE AND STORAGE CHARGES,
SWITCHING AND MISCELLANEOUS RAILROAD CHARGES,
AND
GENERAL RULES AND CONDITIONS OF CARRIAGE
APPLYING AT ALL POINTS ON OHI-RAIL**

ISSUE DATE: August 14, 2014; EFFECTIVE DATE: September 3, 2014

ISSUED BY

**OHI-RAIL CORP.
P.O. Box 728
Steubenville, OH 43952
740-765-5083 (phone)
740-765-4777 (fax)**

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ITEM 5 REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

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Ohi-Rail
P.O. Box 728
Steubenville, OH 43952

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

ITEM 10 GLOSSARY OF TERMS

BILL OF LADING: Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000-Series, subject to modification.

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

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

CUSTOMER: The responsible party who is paying the freight or other charges specified in this or other applicable tariff, transportation service agreement, letter quote, or other document that establishes the rate and specific service and other terms applicable to a movement or activity.

DEMURRAGE: Demurrage is a charge for detaining a railcar. 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.

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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 either Tender, as defined in this Item, or release the car from the shipper's, consignee's, loader's, or unloader's account.

DIVERSION: An order from the shipper or consignee to deliver car(s) to other than the original billed destination.

FORWARDING INSTRUCTIONS: A bill of lading given to authorized personnel of the line-haul carrier that contains all of the necessary information that allows for the immediate movement by Ohi-Rail. Forwarding instructions will be effective on date and time advice is received by Ohi-Rail.

Advice received by Ohi-Rail to move a car from a shipper's loading or storage track to Ohi-Rail's 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 Ohi-Rail 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.

HAZARDOUS MATERIALS: Materials named in Hazardous Materials Regulations of the U.S. Department of Transportation in 40 C.F.R. 260-263 and 49 C.F.R. 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.

INTER-TERMINAL SWITCHING: A switching movement (other than intra-plant and intra-terminal switching) between an industrial track or team track on the tracks of Ohi-Rail and an industrial track or team track on connecting lines on traffic having origin and destination within the same switching limits of the same station or industrial switching district. Ohi-Rail does not offer inter-terminal switching, or reciprocal switching, via general tariff, absent special arrangement. All industries for through service moving in conjunction with line haul connecting carriers are closed industries, except as individually agreed to by Ohi-Rail via individual haulage arrangement with the connecting carriers or individual tariff or pricing arrangements. Any charges of connecting carriers will be in addition to charges provided under such haulage arrangements.

INTRA-PLANT SWITCHING: A switching movement of cars, 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. The charges published in Section II will not apply in connection with a line-haul.

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. The charges published in Section II will not apply in connection with a line-haul.

NOTIFICATION: When required, notification will be furnished either electronically or in writing to all parties entitled to receive notification.

RECONSIGNMENT: Any order from the shipper to bill a car to other than the original destination. (An order to turn over the car to another party, that does not require an additional movement of the car, is not a reconsignment).

RELEASE: The notification received from loader 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 Ohi-Rail receives forwarding instructions and advice that a car is available for movement and from noncredit 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 or private 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.

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

STB: Surface Transportation Board

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

TENDER: The actual or constructive placement of an empty or loaded car.

TIME: Local time is applicable, expressed on the basis of the twenty-four (24) hour clock, commencing at 00:01 AM.

ITEM 20 PAYMENT TERMS

Charges that accrue per this Tariff are due and payable as stated in Section IV, General Rules & Conditions of Carriage.

**SECTION I
DEMURRAGE RULES AND CHARGES**

ITEM 30 APPLICATION

Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad and privately owned or leased cars held for or by consignor and consignee for any purpose.

The decision of the Surface Transportation Board (“STB”) in *Demurrage Liability*, Docket No. EP 707 (STB served April 11, 2014), allows rail carriers to charge demurrage to a responsible person other than the consignor (shipper of goods) or consignee (the receiver of the goods), where that person detains the railcars for unloading or unloading beyond the rail carrier’s free time and has received appropriate notice, before the railcars are placed, of the demurrage tariff terms establishing such liability. Ohi-Rail’s hereby provides notice to all persons responsible for demurrage, including consignors, consignees, warehousemen, terminals, or others, that the demurrage rules and charges as identified below are applicable to them.

ITEM 40 HOLIDAYS

Whenever reference is made to “Holidays,” it shall mean only the days listed below.

- New Year’s Day – January 1
- Memorial Day – Last Monday of May
- Independence Day – July 4
- Labor Day – First Monday of September
- Thanksgiving Day – Fourth Thursday of November
- Day After Thanksgiving – the day immediately following Thanksgiving Day
- Christmas Eve – December 24
- Christmas Day – December 25

When these Holiday dates occur on a Sunday, the following Monday will be observed as the Holiday.

ITEM 50 PLACEMENT

- A. **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. Ohi-Rail will not issue actual placement notices.

 - B. **CONSTRUCTIVE PLACEMENT:** When a car cannot be actually placed or delivered on the customer's designated track within the customer location because of any condition attributable to the consignee, shipper, loader or unloader, and the car is placed on Ohi-Rail owned or leased tracks, or other private tracks, for holding until the customer can spot the car at their designated location.
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ITEM 60 RELEASE

A railcar is considered released after proper customer notification has been received by Ohi-Rail or after billing instructions have been received in writing by fax or electronically as specified herein regardless of who is responsible for the billing.

ITEM 70 NOTIFICATION TO CUSTOMERS

Notification to Shipper, Loader, Unloader, Consignee, Freight Payer or party entitled to receive notice.

- A. The following notification will be furnished as indicated:
 - 1. Notice of constructive placement shall be sent or given if a car is held on tracks of Ohi-Rail at an available hold point or at billed destination due to any condition attributable to the shipper, consignee, loader or unloader which prevents Ohi-Rail from making actual placement.
 - 2. Delivery of car upon tracks of consignee will constitute notice. Ohi-Rail Train Crew will record placement events. The date and time of the Ohi-Rail Train Crew's record will govern the charges in this tariff.
- B. Constructive placement notification will be furnished in writing, electronically, or via mechanical device, at the election of Ohi-Rail, and shall contain Car initials and number.
- C. When shipper or consignee utilizes an electronic or mechanical device (including fax machines, phone systems and email) to accept messages, notification left on such device will be considered as having been received.
- D. It will be the responsibility of the Ohi-Rail served customer (shipper, loader, unloader, consignee, freight Payer or party entitled to receive notice) to notify Ohi-Rail in writing of updated contact information, including fax number or email address changes. Should Ohi-Rail receive a failure to deliver message due to any reason attributable to the

receiver, such as invalid fax number or email address, notice will be considered to have been given on any Constructive Placement notice attempted to be delivered.

ITEM 80 NOTIFICATION TO OHI-RAIL

- A. All Forwarding Instructions must be submitted to Ohi-Rail 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. Ohi-Rail will accept forwarding instructions via fax at (740) 765-4777 or via email at ohic@ohi-rail.com.

- B. Customers shall provide empty release information via oral telephone notification to Ohi-Rail that cars have been unloaded or loaded and are ready for pick up, followed up in writing by either fax or email transmission.

All notices to Ohi-Rail are effective upon receipt.

NOTE 1: It is the Customer's responsibility to ensure information is received by Ohi-Rail.

NOTE 2: A penalty charge will be assessed on cars released prior to being fully unloaded or loaded (*see* ITEM 170). Improperly loaded or overloaded car(s) at origin will not be considered released until the load has been adjusted properly.

ITEM 90 COMPUTATION

Demurrage will be computed from the first 00:01 AM after actual or constructive placement until the date and time forwarding instructions or empty release information is received by Ohi-Rail pursuant to ITEM 80.

If an empty car is placed prior to date for which it was ordered, demurrage will apply from the first 00:01 AM of the date for which it was ordered. Demurrage days will then accrue until the car is released.

ITEM 100 FREE TIME

Free time will be allowed for each car as follows:

Twenty-four (24) hours to complete loading and forty-eight (48) hours to complete the unloading. Free time will be computed from the first 00:01 AM after actual or constructive placement. For purposes of computing free time, Saturdays, Sundays and Holidays will be included, unless, for origin demurrage, the cars were not going to be moved due to Ohi-Rail operation.

ITEM 110 DEMURRAGE CHARGES

After expiration of free time allowed, a charge of **\$60.00** per car per day, or fraction of a day, will be made until car is released for the first two (2) days. A charge of **\$80.00** per car per day, or fraction of a day, will be made until car is released for all subsequent days. The applicable charge will accrue on all days.

Should car hire rates exceed per day demurrage charges, the additional, incremental applicable car hire charges shall be the responsibility of the customer, with a minimum charge of \$70.00 per day to cover any such additional, incremental car hire charges.

ITEM 120 CLAIMS

In order to be allowed relief from a billed amount, a claim must be presented to Ohi-Rail, 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:

Ohi-Rail
P.O. Box 728
Steubenville, OH 43952

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 (including that caused by any connecting carriers) will not be considered railroad error and no allowance will be made.

Weather Interference:

Acts of God: In the event it is impossible for shipper, loader, consignee, or unloader to get to a car or to load or to unload a car due to acts of God, including, but not limited to flood, storm, earthquake, hurricane, tornado, or to other severe weather or climatic conditions, the demurrage directly chargeable thereto will be adjusted, provided the impediment is at least two (2) days in duration. Customer will notify Ohi-Rail in writing within 24 hours of interference, and will provide daily updates until it is back in service.

**SECTION II
STORAGE RULES AND CHARGES**

ITEM 130 EMPTY AND LOADED RAILCAR STORAGE CHARGES

The rates for railcars (in interchange condition) stored on Ohi-Rail are as follows:

Non-Hazardous (Only) Empty Railcars

- (1) **\$7.00**/car per Storage Day, with a thirty (30) day minimum (unless otherwise agreed) – railcars with outside length not exceeding 70 ft.
- (2) **\$10.00**/car per Storage Day, with a thirty (30) day minimum (unless otherwise agreed) – railcars with outside length >70 ft. but not exceeding 90 ft.

An inbound switch charge of \$250.00 per car, as well as an outbound switch charge of \$250.00 per car will apply on the movement of empty non-hazardous railcars.

Hazardous Materials Empty Railcars

- (1) **\$15.00**/car per Storage Day, with a thirty (30) day minimum (unless otherwise agreed) – railcars with outside length not exceeding 70 ft.
- (2) **\$20.00**/car per Storage Day, with a thirty (30) day minimum (unless otherwise agreed) – railcars with outside length >70 ft. but not exceeding 90 ft. The above charges apply to both short-term and long-term storage, and apply in the absence of an otherwise applicable negotiated contractual agreement.

An inbound switch charge of **\$500.00** per car, as well as an outbound switch charge of **\$500.00** per car will apply on the movement of empty Hazardous Materials railcars.

Non-Hazardous (Only) Loaded or Partially Loaded Railcars

- (1) \$20.00/car per Storage Day, with a thirty (30) day minimum (unless otherwise agreed) – railcars with outside length not exceeding 70 ft.
- (2) \$25.00/car per Storage Day, with a thirty (30) day minimum (unless otherwise agreed) – railcars with outside length >70 ft. but not exceeding 90 ft.

An inbound switch charge of **\$300.00** per car, as well as an outbound switch charge of **\$300.00** per car will apply on the movement of loaded or partially loaded non-hazardous railcars.

Hazardous Materials Loaded or Partially Loaded Railcars

- (1) \$30.00/car per Storage Day, with a thirty (30) day minimum (unless otherwise agreed) – railcars with outside length not exceeding 70 ft.
- (2) \$50.00/car per Storage Day, with a thirty (30) day minimum (unless otherwise agreed) – railcars with outside length >70 ft. but not exceeding 90 ft.

An inbound switch charge of **\$750.00** per car, as well as an outbound switch charge of **\$750.00** per car will apply on the movement of loaded or partially loaded Hazardous Materials railcars.

The charges in this Item apply to both short-term and long-term storage, and apply in the absence of an otherwise applicable negotiated contractual agreement. All monies are due and payable to Ohi-Rail prior to Ohi-Rail moving the empty storage car(s) to interchange or private track.

ITEM 140 STORAGE COMPUTATION AND TERMS

Computation of Charges:

Storage will apply from the Interchange Receipt of the railcars on the railroad track until notification of release for movement to Interchange.

Responsibility of Care:

The shipper, receiver, owner or lessee is responsible for the car while in stored status according to the customer storage arrangement in place.

Liability:

See General Rules & Conditions of Carriage. Ohi-Rail provides storage and is not a bailee. Ohi-Rail assumes no liability for vandalism or other damage caused by third parties while cars are in storage. Ohi-Rail assumes no liability for loss of or damage to lading of loaded/partially loaded cars in storage. Shipper assumes all risk of loss or damage for such lading and should arrange for such risks to be covered by their insurance.

Storage Plan/Charges:

Charges will be billed on a monthly basis. Charges will apply per chargeable day. Ohi-Rail reserves the right to institute lien proceedings on any stored railcar if any money owed Ohi-Rail falls more than thirty (30) days in arrears.

Demurrage charges will be in addition to the charges provided in this Section. Ohi-Rail will not be liable for any car hire, per diem and/or mileage accruals. Any cars billed offline to an interchange point other than that which received is subject to additional switching/transportation charges.

Acceptance/Access:

All car storage is subject to track space availability. All loaded/partially loaded railcars will be accepted and held in storage, by prior agreement only. Any such car received by Ohi-Rail without Ohi-Rail's prior knowledge and consent will be rejected, refused in interchange, or returned to shipper origin. This storage tariff does not give the owner and/or shipper the right of entry. Right of entry must be applied for and obtained by contacting:

Ohi-Rail
P.O. Box 728
Steubenville, OH 43952

NOTE: HAZARDOUS – LOADED OR PARTIALLY LOADED RAILCARS WILL NOT BE ACCEPTED BY OHI-RAIL TO BE HELD IN STORAGE ABSENT SPECIAL ARRANGEMENTS AND AGREEMENTS GOVERNING SAME

**SECTION III
SWITCHING AND MISCELLANEOUS CHARGES**

ITEM 150 INTRA-PLANT SWITCHING

Ohi-Rail will perform intra-plant switching on loaded or empty cars at a charge of **\$250.00** per car nonhazardous or **\$400.00** per car hazardous (STCC series 28, 29, 48, & 49).

ITEM 160 INTRA-TERMINAL SWITCHING

Ohi-Rail will perform intra-terminal switching on loaded or empty cars at a charge of **\$350.00** per car nonhazardous or **\$500.00** per car hazardous (STCC series 28, 29, 48, & 49).

ITEM 170 EARLY RELEASE OF CARS PLACED FOR LOADING OR UNLOADING

When a shipper instructs the release of a car(s) previously placed for loading or unloading, but Ohi-Rail is unable to remove the car(s) because the loading or unloading of the car(s) has not been completed or for other reasons not attributable to Ohi-Rail, the car(s) will remain on demurrage as if the release had not been instructed, and the intra-terminal switch charge will apply on each car.

When the placement of a car(s) cannot be accomplished due to early release of car(s) previously placed for loading or unloading or for other reasons not attributed to Ohi-Rail the car(s) will remain on demurrage as if the car(s) had not been ordered and the intra-terminal switch charge will apply on each car.

ITEM 180 EMPTY CARS RETURNED UNUSED

- A. When an empty car received from a connecting railroad for loading by an industry located on Ohi-Rail is refused by the industry because the car is not in proper condition to load and car must be returned to the connecting railroad, a switching charge in one direction only at the intra-terminal switch charge rate will be assessed against the connecting railroad furnishing the car.
 - B. When an empty car received from a connecting railroad is rejected for loading by an industry located on Ohi-Rail, and returned unused for reasons other than described in (A) above, car will be returned to the connecting railroad and a switching charge in one direction only at the intra-terminal switch charge rate will be assessed against the person, firm or corporation ordering the car.
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ITEM 190 CARS INTERCHANGED OR DELIVERED TO OHI-RAIL IN ERROR

Loaded or empty car(s) received in interchange by Ohi-Rail;

1. without billing instructions, or
2. at an interchange not specified in the billing, or
3. when Ohi-Rail is not in the route,

will be returned to the delivering carrier or forwarded to the proper carrier if interchange with such carrier is within the same switching district at a charge of **\$500.00** per car, with disposition of car to be provided in writing.

ITEM 200 INDUSTRY SETBACK

Upon receipt of a request to return car(s) previously released to Ohi-Rail, Ohi-Rail will perform the service at the intra-terminal switch charge, provided car(s) is within the switching terminal. If the service of another carrier(s) is necessary to effectively return the car(s) their charges(s) will be in addition to the per car intra-terminal switch charge.

ITEM 210 MAXIMUM ALLOWABLE GROSS WEIGHT ON RAIL

Ohi-Rail will provide switching and transportation services for loaded cars with a maximum gross weight on rails of 263,000 lbs. Shipments exceeding the above maximum gross weight must be approved by Ohi-Rail prior to shipment.

ITEM 220 OVERLOADED CARS

Ohi-Rail will not accept cars that are loaded in excess of load limit markings or when the gross weight (combined weight of railcar and freight including all other material incidental to the movement of the goods) is in excess of the track weight limitations at any point along the route of movement. If car is overloaded, shipper/consignor is responsible for the removal and disposal of the excess portion of the lading. Ohi-Rail will not assume responsibility for the proper loading or unloading of any lading into or out of a car containing excessive lading.

If a car is found to be overloaded at origin after having been removed from industry, or if a car is found to be overloaded at railroad tracks where loaded, or if a car is found to be overloaded after the car has departed the origin station, the overloaded car(s) will be placed at a point of Ohi-Rail's choosing until the excess lading is removed and will be subject to a surcharge of **\$750.00** per car, and an intra-terminal switch charge (if point is on Ohi-Rail), and the applicable freight charges. Shipper will be notified via telephone, fax or by an electronic means and shall remove

the excess lading at the operating convenience of Ohi-Rail. Cars found to contain excess lading at origin will remain on continuous demurrage 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, Ohi-Rail 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 its destination. 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 Ohi-Rail may 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.

ITEM 230 OVERSIZED LOADS OR SPECIAL TRAIN SHIPMENTS

Over-sized shipments, as defined in Note 1, will be handled in regular switching service, as defined in Note 2, whenever possible. The charge for each handling oversized loads, as defined in Note 1, will be **\$1,600.00** per car and will be assessed in lieu of the regular published intra-terminal switching charges in this tariff.

Special switching service, as defined in Note 2, will be provided at a charge of **\$2,500.00** per car for each special switch, and will be assessed in lieu of the regular published intra-terminal switch charges in this tariff

Note 1: A shipment shall be defined as over-sized under any of the following conditions:

1. lading exceeds twelve (12) feet in width;
2. lading extends over the length of the car;
3. lading extends twenty (20) feet above the rail;
4. lading weighs 200,000 pounds or more.

Note 2: Regular and Special Switching Service Defined:

Regular switching service is defined as a service accorded shipments that can be handled by a regular switching assignment.

Special switching service is defined as a service which cannot be handled by a regular switching assignment because of excess weight, height, width or length and will only be provided when in the judgment of Ohi-Rail special switch service is necessary, or when specifically requested by consignee, shipper, or owner. In any case, special switching service will be performed at Ohi-Rail's convenience.

Prior to service being performed, Ohi-Rail must receive a written request for the service.

ITEM 240 EMPTY CAR SWITCHING

When a customer requests Ohi-Rail return a previously received empty car to interchange an intra-terminal switch charge will apply based on the last contents of the car in one direction. This Item applies to all equipment, including but not limited to private car and tank car equipment. This Item excludes empty cars that fall under the provisions of ITEM 180.

ITEM 250 DIVERSION/RECONSIGNMENT CHARGES

When Ohi-Rail has taken physical possession of the car(s) from a connecting carrier, and an order is received by an authorized representative from the involved shipper, consignee, or car owner/lessee in time to permit instructions to be given to yard employees prior to placement, no charge will be assessed. Cars that are diverted or reconsigned prior to arrival of car at billed destination shall be charged a rate of **\$300.00** per car, in addition to the otherwise applicable rate/charge for the move. Cars diverted or reconsigned after the arrival of car at billed destination, but not spotted, shall be charged a rate of **\$400.00** per car, in addition to the otherwise applicable rate/charge for the move. Diversion/Reconsignments will not be accepted after car has been interchanged to a connecting carrier, after actual placement, or if the move would require Ohi-Rail to perform back hauls or out-of-line hauls. Ohi-Rail reserves the right to reject a diversion or reconsignment request for any reason.

Ohi-Rail will make diligent effort to effect desired diversion or reconsignment when the car is in Ohi-Rail possession. Ohi-Rail will not assume any responsibility after a car has been classified or assembled into a train for movement, or if car has been “pre-blocked” or “run-through” train service. Ohi-Rail will not be responsible for executing a diversion/reconsignment order on a specified day or time of day.

**SECTION IV
GENERAL RULES AND CONDITIONS OF CARRIAGE**

ITEM 260 GENERAL APPLICATION

This tariff is applicable to all shipments and at all points on Ohi-Rail, unless otherwise agreed by specific tariff, contract, or pricing instrument. The provisions of this publication apply to transportation when such transportation originates, terminates or is moving on Ohi-Rail. Except as specifically provided herein, rates in this tariff apply as local rates.

Ohi-Rail does not offer inter-terminal switching, or reciprocal switching, via general tariff, absent special arrangement. All industries for through service moving in conjunction with line haul connecting carriers are closed industries, except as individually agreed to by Ohi-Rail via individual haulage arrangement with the connecting carriers or individual tariff or pricing arrangements. Any charges of connecting carriers will be in addition to charges provided under such haulage arrangements.

If a shipment is tendered with different or additional terms and conditions submitted by shipper, such different or additional terms and conditions shall be deemed rejected by Ohi-Rail unless confirmed or agreed in a written document executed on behalf of Ohi-Rail or by a member of Ohi-Rail, regardless of whether the shipment was accepted or moved by Ohi-Rail.

In the event of a conflict between an agreement making reference hereto and this publication the agreement will govern. Under this publication, the terms "car or car(s)", includes railcars, TOFC and COFC units. Charges published herein are stated in United States Dollars.

ITEM 270 STATION LIST AND CONDITIONS

This tariff is governed by the Official Railroad Station List, Tariff OPSL 6000 Series, issued by Railinc, as reissued and supplemented from time to time.

ITEM 280 CHANGE IN PROVISION(S)

Revisions to this publication will be made from time to time. Ohi-Rail reserves the right at any time to change and supplement the provisions of this publication, including but not limited to increasing the rates and charges; provided, however, any such change shall be effective only with regard to any transportation services provided under the publication for freight tendered after the effective date of the changes, and consistent with any applicable STB disclosure, publication,

and notice requirements. Ohi-Rail will make available on its web site this publication in the latest amended form. Shipper should review this publication before tendering freight to Ohi-Rail.

ITEM 290 BILL OF LADING

Services provided by Ohi-Rail subject to the conditions of this publication shall also be subject to the terms of the Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000-Series, subject to modification as may from time to time be established under separate agreement and irrespective of whether a Bill of Lading is actually executed. Where provisions specifically provided in this publication conflict with Bill of Lading provisions themselves as contained in said Uniform Freight Classification, provisions of this publication shall apply.

ITEM 300 PAYMENT OF FREIGHT TERMS

- A. Payment of all rates or charges shall be made according to the terms established by Ohi-Rail. Freight charges are due within fifteen (15) calendar days from the date of the freight bill. Accessorial charges (*e.g.* demurrage, storage, switching) are due within 30 calendar days from the date of the accessorial bill. Payment shall be deemed to have been made upon receipt funds in Ohi-Rail's bank.
- B. In no event shall any amount(s) claimed against Ohi-Rail be deducted from or offset against freight or other charges due hereunder. Freight charges or other charges due must be paid in full.
- C. In the event freight charges or other charges are not paid in full, Ohi-Rail will assess a finance charge of 12% per annum 1% 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 date of receipt of payment in full by Ohi-Rail. The finance charge will not apply against disputed charges that are found by Ohi-Rail 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.
- D. Ohi-Rail may at any time, at its sole discretion, revoke credit privileges and institute pre-pay status for any customer.
- E. In the event that there are bills being disputed, an explanation should immediately be submitted to Ohi-Rail. Any relief claimed must be a direct result of Ohi-Rail, as Ohi-Rail

will not be liable for conditions of other rail carriers not party to this publication that adversely affect the Shipper or Consignee.

- F. 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" (not withstanding any notation to the contrary as to the payer's intent.) Acceptance by Ohi-Rail 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 payer.)
- G. 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.

ITEM 310 SECURITY DEPOSITS FOR PAYMENT OF CHARGES

Ohi-Rail has the right to demand that a rail customer (Ohi-Rail served shipper, Ohi-Rail served consignee or other Ohi-Rail served party), with a history of delinquency or nonpayment of freight, demurrage or other charges not in bona fide dispute, deposit with Ohi-Rail 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. The deposit may be satisfied with cash, letter of credit, surety bond or other appropriate instrument. Ohi-Rail will determine the suitability of the security tendered. (All instruments on deposit are hereinafter referred to as "security.")

If an Ohi-Rail invoice not in bona fide dispute is not paid when due, immediately thereafter Ohi-Rail 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, Ohi-Rail may refuse to provide any further rail service until the deposit requirement is fulfilled.

No interest will be paid by Ohi-Rail on any security or monies deposited with it. It is within the discretion of the Ohi-Rail 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 Ohi-Rail will be released and returned.

ITEM 320 OVERCHARGE, OVERPAYMENT OR DUPLICATE PAYMENT CLAIM PROVISIONS

Claim requirements, time limits – Ohi-Rail will accept a whole or partial claim for overcharge, over collection or duplicate payment only if the claim is in writing and contains sufficient information for Ohi-Rail to conduct an investigation, including: the name of the claimant, which must be the payer; claimant’s claim number; the amount of the claim; the original freight bill; freight bill payment information and supporting documents, which show, among other things, that Ohi-Rail collected all of the charges at issue; and, in the case of overcharges, the rate, weight, commodity, description and supporting authority (quotation, etc.) claimed to be applicable. The claim must be filed within two (2) years of the date of delivery or tender of delivery by Ohi-Rail.

Where movements over Ohi-Rail form a segment of a through movement involving other rail carriers and time limitations for filing overcharge claims differ among the rail carriers involved in the through movement, the time limitation contained in the publication of the rail carrier with the shortest time limit will apply for overcharge claims against Ohi-Rail.

ITEM 330 LOADING AND UNLOADING

Consignors and consignees are required to load and unload cars and provide unloading facilities.

ITEM 340 USE OF IDLER CARS, TRAILER CARS, ARTICULATED CARS

When articles on account of length, require more than one railcar (commonly known as an idler, trailer, or articulated railcar) each idler or trailer car, or each car or platform in articulated equipment will be considered as a separate car for revenue billing purposes and for each per car charge set forth in Sections II, III, and IV in this Tariff.

ITEM 350 LOSS, DAMAGE, AND DELAY OF EQUIPMENT AND LADING

Ohi-Rail shall not be liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is not in the actual physical custody and control of Ohi-Rail. 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.

The shipper and the consignee named in the bill of lading or waybill shall be jointly and severally liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of Ohi-Rail due to the inability of the shipper, consignee, or their disclosed agent to receive equipment as identified by constructive placement or storage status unless it can be proven that Ohi-Rail's gross negligence was the cause of same. 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.

Ohi-Rail does not guarantee rail service within any particular time frame. Ohi-Rail's maximum liability for cargo is the lower of its original cost or the cost of replacement. Ohi-Rail is not liable for special or consequential damages or for damages due to market decline.

ITEM 360 SECURING LEAKING RAILCARS CONTAINING HAZARDOUS MATERIALS

Railcars containing Hazardous Materials, or railcars containing any residue of Hazardous Materials, found to be leaking or unsafe to move forward may, at the sole discretion of Ohi-Rail, be moved to an isolation track for securement. The charge for this service is five thousand dollars (\$5,000.00), which is in addition to applicable switching, storage and/or demurrage charges. The charge excludes all securement fees.

Securement fees will be assessed and invoiced by Ohi-Rail on a case-by-case basis. The consignor named on the bill of lading shall be responsible to Ohi-Rail for the charges specified in this Item.

With respect to the movement of Hazardous Materials or any residue of Hazardous Materials, customer, consignor, and shipper shall indemnify and hold harmless Ohi-Rail for all loss, damage, or injury due to any release of such Hazardous materials resulting from (i) defects in the customer owned, controlled, or leased equipment, (ii) improper loading practices, or (iii) failure to properly close, secure, or tender loaded or empty equipment carrying the Hazardous Materials. Loss, damage, or injury shall include all consequential costs and expenses paid or incurred by Ohi-Rail for items such as, but not limited to recrewing of trains, delays to trains, detoured trains, evacuations, administrative expense, governmental fines, assessments or penalties, cleanup and

environmental remediation expenses, personal injury and death claims (including FELA), and property damage claims.

ITEM 370 INDEMNIFICATION

Customer recognizes and acknowledges as a condition of carriage that customer's railcar will be operated on trackage and stored in areas on Ohi-Rail which are not enclosed or protected, including but not limited to protection from potential incursion by third parties.

In addition to any other obligations under this Tariff, customer agrees to indemnify and hold harmless Ohi-Rail, its owners, and their respective employees, officers, managers, directors, and agents (the "Ohi-Rail Indemnities") from and against any and all claims, administrative proceedings, lawsuits, and damages, and agrees to reimburse the Ohi-Rail Indemnities for any costs, lawsuits, obligations, judgments, debts, and expenses of any nature including reasonable attorneys' fees, suffered or incurred by the Ohi-Rail Indemnitees arising out of or resulting from acts of God, loss and/or damage to railcars caused by parties other than Ohi-Rail, 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 railcars, 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 Ohi-Rail.
