



RULES AND PROCEDURES SECTION OF THE XPO STACKTRAIN INFORMATION DIRECTORY

This Rules and Procedures section of the XPO Stacktrain Information Directory may be changed from time to time without notice. Users of our transportation network are advised that the terms, conditions, limitations, charges and services of these Rules and Procedures in effect on the date that the user tenders a shipment for transportation shall apply and that they should obtain the version of these Rules and Procedures in effect on the date of shipment tender.

The current version of these Rules and Procedures Section of the XPO Stacktrain Information Directory may be obtained from our website at <http://www.xpo.com/>.

Any references to the “Pacer Stacktrain Directory,” “Stacktrain Directory,” “Pacer Stacktrain Services Information Directory,” “Stacktrain Services Information Directory,” “Pacer Stacktrain Information Directory,” “Stacktrain Guidelines,” or “Service Guides” and similar references in Transportation Agreements and other document will be deemed to include and incorporate these Rules and Procedures.

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1. INTRODUCTION AND GENERAL PROVISIONS

1.1. OVERVIEW

These Rules and Procedures (these “Rules”) are intended to establish, explain and supplement the terms and conditions under which Stacktrain (as further described below in Section 1.2.1, which is referred to as “Stacktrain” or “we” or “us” in these Rules) will arrange for intermodal transportation services under a contractual arrangement known as the Transportation Agreement. These Rules are a part of the Stacktrain Information Directory (the “Directory”). Other sections of the Directory are intended to acquaint our customers with products, capabilities and resources offered by Stacktrain.

Unless otherwise stated in the Transportation Agreement, these Rules apply to all shipments tendered for transportation on the XPO wholesale intermodal transportation network. The forms needed for service on our network, lanes where we operate trains, arrival/departure terminals, and lists for contacting our personnel and facilities that are mentioned in these Rules are available on the Information page after logging into the Stacktrain section of the XPO website for intermodal services at www.xpo.com. Contact information for our various departments and functions is on the Contact Us section of the Information page after logging into the Stacktrain section of the XPO website for intermodal services at www.xpo.com. All references in these Rules to our “Contact Us” information refer to the information that is available to current Contract Holders who have logged into the Stacktrain section of the XPO website.

While we will endeavor to provide advance notice of changes, we reserve the right to change this Rules and Procedures section of the Stacktrain Information Directory from time to time without notice. The terms, conditions, limitations, charges and services of these Rules and Procedures in effect on the date that the shipment is tendered for transportation will apply. Customers of our transportation services should obtain the version of these Rules and Procedures in effect on the date of shipment tender.

Any references to the “Pacer Stacktrain Rules,” “Stacktrain Rules,” “Pacer Stacktrain Directory,” “Stacktrain Directory,” “Pacer Stacktrain Services Information Directory,” “Pacer Stacktrain Information Directory,” “Stacktrain Services Information Directory,” “Stacktrain Guidelines” or “Services Guides” and similar references in Transportation Agreements and other documents will be deemed to include and incorporate these Rules.

[Last Revised May 2015]

1.2. CONTRACTS, RULES AND INTERMODAL CIRCULARS

1.2.1 Description of Stacktrain

The business of Stacktrain is operated by XPO Stacktrain, LLC (formerly known as Pacer Stacktrain, LLC), a Delaware limited liability and successor by conversion of Pacer Stacktrain, Inc., a Tennessee corporation, and its parent corporation, XPO Intermodal, Inc. (formerly known as Pacer International, Inc.), which has had a division doing business as Pacer Stacktrain (now XPO Stacktrain). XPO Stacktrain, LLC and XPO Intermodal, Inc. are wholly owned subsidiaries of XPO Logistics, Inc. and, effective May 1, 2015, do business under the brand name “XPO Logistics.” Stacktrain is an equipment provider and a transportation arranger, not a common carrier, contract carrier or freight forwarder. Any law relating to common carriers, contract carriers or freight forwarders does not apply to the services that Stacktrain offers under a Transportation Agreement or the Directory. Stacktrain offers its services based on the following types of contracts discussed in this section:

- (a) contracts with our customers, which are referred to as “Contract Holders” in these Rules;

- (b) contracts with the participating rail transportation providers that are supplemented by applicable provisions of circulars, tariffs, directories, agreements, rules and other publications of the rail transportation providers;
- (c) contracts with motor carriers providing drayage services for our containers or chassis; and
- (d) contracts with Contract Holders supplying their own containers and chassis for use on our transportation network.

[Last Revised May 2015]

1.2.2 **Stacktrain Contracts with Contract Holders**

We have entered into contracts with our customers to provide transportation services using our transportation network. Our customers are intermodal marketing companies, property brokers, transportation intermediaries and ocean carriers. Each of these Contract Holders is a user of intermodal rail transportation services, either for its own account or for the accounts of its customers, who are generally the Beneficial Cargo Owners of the freight being transported under these Rules and for whom the Contract Holder acts as a property broker, intermodal marketing company, ocean carrier, ocean transportation intermediary, motor carrier, freight forwarder or shippers' agent. The contracts between Stacktrain and its Contract Holders, supplemented by these Rules, are called Transportation Agreements.

The Transportation Agreement is a legally enforceable agreement containing specific language that defines the limits of our services and liabilities and governs the legal relationship between Stacktrain and its customers. These Rules are incorporated by reference into the Transportation Agreement and thus become part of the Transportation Agreement. These Rules establish and explain many of the terms, conditions, charges, obligations and limitations of liability applicable to Stacktrain services under the Transportation Agreements. In case of a conflict between the terms of any Transportation Agreement and these Rules, the terms of the Transportation Agreement will govern and control.

All shipments are subject to the applicable Transportation Agreement, including these Rules and Participating Carriers' Intermodal Circulars (as defined in Section 1.4), as in effect at the time the shipment is tendered. For this purpose, tender occurs on the day that the equipment has been received at the origin rail terminal for transportation, often referred to as "in-gate," or when the shipment is moving in Stacktrain ramp-to-ramp service or picked up from the Consignor's location when the shipment is moving in door-to-door or door-to-ramp service.

[Last Revised March 2015]

1.2.3 **Stacktrain Contracts with Rail Transportation Providers**

Stacktrain has entered into contracts with major North American rail transportation providers. These contracts, as supplemented by applicable provisions of the rail transportation provider's Intermodal Circulars, govern the legal relationship between Stacktrain, customers of our Stacktrain network and the rail transportation providers with regard to services offered by the rail transportation providers, train schedules, responsibility for freight loss or damage, and other issues.

All shipments transported by Stacktrain are subject to the Intermodal Circulars of the rail carriers participating in the transportation. In their Intermodal Circulars, the rail transportation providers impose certain requirements, limitations and restrictions on shipments transported on their rail networks, including requirements relating to blocking and bracing, restrictions on certain types of cargo, limitations of liability, required data in shipping information, charges for failures to comply with requirements, and other matters.

Contract Holders of our Stacktrain network should obtain and be familiar with the Intermodal Circulars and should notify the Beneficial Cargo Owners, Dray Carriers, Consignors, Consignees (as such terms are defined in Section 1.4) and other involved parties that the Intermodal Circulars will apply to shipments on our network. Failing to comply with the Intermodal Circulars will result in penalties; additional charges and costs; shipping

delays; liability for equipment, cargo, other property and personal injury; indemnification obligations; and other consequences discussed in these Rules.

To determine which Intermodal Circular applies to a shipment, the Contract Holder should contact the Stacktrain Customer Support Center at 1-800-876-7281.

[Last Revised May 2015]

1.2.4 **List of Intermodal Circulars Applicable to Transportation by Stacktrain**

The following is a list of the Intermodal Circulars of significant rail transportation providers operating in North America. Please note that the Intermodal Circulars listed below may cross-reference other circulars, tariffs, directories, agreements, rules, publications and industry documents, each of which shall also be considered included in the term “Intermodal Circular” as used in these Rules. This list is accurate as of the time of publication of these Rules but is subject to change to reflect changes in the listed publications made at the discretion of the rail or water carriers. Please check the latest issue of the rail transportation provider’s Intermodal Circular for current information.

<u>Rail Transportation Provider</u>	<u>Internet Address</u>	<u>Intermodal Rules Circular</u>
Burlington Northern Santa Fe	http://www.bnsf.com/customers/pdf/intermodal-r-and-pg.pdf	Rules & Policies Guide
Canadian National	http://www.cn.ca/en/customer-centre/guidelines/equipment-guidelines/loading-rules-instructions	CN 6800, 9100 & 9200- C
Canadian Pacific	http://www.cpr.ca/en/customer-resources/pricing-and-tariffs	Intermodal Shipping Guide
CSX Intermodal	http://www.intermodal.com/index.cfm/channel-partners/customer-tools/plan/service-directories/	Service Directory No. 1
Ferromex	http://www.ferromex.com.mx/herramientas-eng/condiciones-de-carta-de-transporte.jsp	Waybill Conditions
Florida East Coast	https://www.fecrwy.com/intermodal-customers/intermodal-directory	Intermodal Directory
Kansas City Southern	http://www.kcsouthern.com/en-us/Services/Documents/2012/Freight%20Loss%20and%20Damage/KCS Intermodal Guide rev 01122012.pdf	Intermodal Guide
Kansas City Southern Mexico, S.A. de C.V.	http://www.kcsouthern.com/en-us/Services/Documents/2011/Pricing%20and%20Tariffs/10-24-11RulesTariffPublicationsatKCSMEng.pdf	Rules Publication KCSM
Norfolk Southern	http://www.nscorp.com/content/dam/nscorp/ship/shipping-tools/intermodal_rules_circular.pdf	Rules Circular #2
Union Pacific	http://www.uprr.com/customers/intermodal/mita.shtml	Master Intermodal Transportation Agreement (Union Pacific Exempt Circular MITA-2-A Governing Rules Circular)

[Last Revised May 2015]

1.2.5 Application of Freight Claim Limitations and Procedures of Rail Carriers

The Contract Holder understands that Stacktrain is an equipment provider and a transportation arranger; it is neither a carrier nor a freight forwarder. As such, it has no responsibility for loss of or damage to the Contract Holder's freight unless the loss or damage is caused by the direct negligence of Stacktrain. For a detailed description of the Stacktrain freight claim procedures and limitations, please see Section 12 of these Rules.

The rail transportation providers accept certain responsibility for loss of or damage to the freight of Stacktrain customers. Claims for loss or damage must be presented directly to the rail transportation providers and are subject to the claims policies, limitations and procedures set forth in the applicable rail transportation provider's Intermodal Circular.

The following chart shows the limitations of liability established by the U.S. and Canadian rail transportation providers in effect as of the date of these Rules. These limitations of liability are subject to change without notice. Stacktrain requires that Contract Holders obtain and be familiar with the Intermodal Circulars. All dollar amounts are in United States dollars.

<u>Rail Transportation Provider</u>	<u>Limitation of Liability for Freight Loss or Damage</u>	<u>Freight Claim Minimum</u>
Burlington Northern Santa Fe	\$200,000 per container or trailer (\$100,000 for tank containers);	\$500
Canadian National	Depends on type of traffic, i.e., domestic traffic for US cargo, domestic traffic for Canadian cargo, or international traffic	\$500
Canadian Pacific	\$2.00 per pound or \$100,000 per vehicle, whichever is less	\$100
CSX Intermodal	\$250,000 per trailer or container; \$500 per package for US inland loss or damage to international shipments where the shipper has released the shipment under an intermodal or ocean bill of lading; \$100,000 per shipment for domestic high value consumer electronic shipments unless shipper participates in a specified theft deterrent program	\$250
Florida East Coast	\$250,000 per trailer/container load	None stated
Kansas City Southern	\$200,000 per TOFC or COFC unit	\$500
Kansas City Southern de México, S.A. de C.V. *	When the shipper fails to declare the value of the freight and does not pay the additional premium for higher limits, the liability of KCSM for cargo loss or damage is limited by the terms of Article 52 of Mexican Regulatory Railroad Service Law to the current 15 (fifteen) days minimum general salary in the Federal District per metric ton or the proportional amount pertaining to the specific weight of the loss or damage to the freight.	No claim limit, but a deductible applies, 5% of shortage claims, 1% of other claims, subject to a \$500 minimum deductible
Norfolk Southern	\$250,000 per shipment	\$250
Union Pacific	\$250,000 per Intermodal Unit (\$100,000 for domestic shipments of consumer electronics unless certain procedures are met; Please see Section 6.7 for more information); \$10,000 per package	\$250

*KCSM has agreed to higher limitations of liability for freight loss or damage during rail transportation provided by KCSM for Stacktrain shipments. Please see Section 12.1.6 for more information.

[Last Revised March 2015]

1.2.6 **Contract Holder's Obligation to Cause Involved Parties to Comply with These Rules**

The Contract Holder agrees that it is bound by the provisions of these Rules and the Intermodal Circulars and that it will notify all persons or entities involved in the transportation, including the Consignee, Beneficial Cargo Owner, Consignor, Dray Carrier and other third parties, including freight forwarders, freight brokers, third-party logistics providers, intermodal marketing companies and insurers, that the provisions of these Rules and the Intermodal Circulars apply to the shipments transported on the Stacktrain network. The Contract Holder further agrees to cause such persons and entities to comply with the applicable provisions of these Rules and Intermodal Circulars and warrants that it is authorized to bind, and hereby does bind, such persons and entities to the applicable provisions of these Rules and the Intermodal Circulars. If Contract Holder is not so authorized, or does not so notify such persons and entities of the provisions of these Rules and the Intermodal Circulars, or such persons and entities fail to comply with the provisions of these Rules and the Intermodal Circulars, the Contract Holder will provide indemnification from any Losses arising out of or related to lack of knowledge of, failure to comply with or the inapplicability or unenforceability of, the provisions of these Rules and the Intermodal Circulars, including the limited liability provisions of these Rules and the Intermodal Circulars, and other Losses arising therefrom in accordance with Section 11.

[Last Revised August 2008]

1.2.7 **Stacktrain Contracts with Dray Carriers**

Another contractual relationship exists between Stacktrain and selected Dray Carriers. These contracts include a drayage transportation agreement setting forth the terms and conditions governing transportation provided by the Dray Carriers and the Uniform Intermodal Interchange and Facilities Access Agreement (“UIIA”), as amended by the Stacktrain addendum. The UIIA governs the rights and obligations of Stacktrain and Dray Carriers respecting the use of containers and chassis of Stacktrain. Stacktrain containers and chassis may not be interchanged to a Dray Carrier who is not a signatory to the UIIA, including the Stacktrain addendum. For more information about the UIIA and Dray Carrier interchange restrictions, please see Section 8.4 of these Rules.

[Last Revised March 2015]

1.2.8 **Stacktrain Chassis Contracts with Ocean Carrier Customers**

Stacktrain and Contract Holders may also have another contractual relationship. This contract allows Stacktrain to use the chassis and containers owned or controlled by the Contract Holder (often an ocean carrier) on the Stacktrain network.

[Last Revised September 2004]

1.3. **STACK FACTS AND OTHER E-ALERTS**

Frequently, Stacktrain issues “Stack Facts” and other alerts by e-mail and facsimile to Contract Holders, Dray Carriers, Beneficial Cargo Owners and other interested parties. Stack Facts cover a variety of topics, including fuel surcharge calculations, changes in terminal schedules, new operational procedures, modifications of rates and charges, reminders about existing policies, equipment issues, changes in contact information, railroad strikes and other network issues, and descriptions of new or changed transportation services. Stack Facts and other notices can also be subscribed to through the www.xpo.com website. Contract Holders should review and comply with these Stack Facts and communicate them to Beneficial Cargo Owners, Dray Carriers, Consignors, Consignees and others involved in the shipment.

[Last Revised May 2015]

1.4. **DEFINITIONS**

The following capitalized terms used in these Rules will have the following meanings. Other capitalized terms shall have the meaning given them in the text of these Rules.

“AAR” means the Association of American Railroads.

“ACH” means automated clearinghouse and is a term used in connection with electronic funds transfer.

“Beneficial Cargo Owner” or “BCO” refers to the Contract Holder’s customer, who is generally the beneficial owner of the freight being transported using the Stacktrain network and who is generally responsible to the Contract Holder for payment of the Contract Holder’s transportation invoice.

“BNSF” means Burlington Northern Santa Fe.

“Bulk Commodities” has the meaning set forth in Section 6.2.3(g).

“Carrier” means a Dray Carrier or a Rail Carrier.

“CFR” means the U.S. Code of Federal Regulations.

“CN” means the Canadian National Railway Company.

“Consignee” means the person or entity that receives the shipment at its ultimate destination. A Beneficial Cargo Owner may also be the Consignee of the freight.

“Consignor” means the person or entity that delivers the shipment to the origin Dray Carrier for transportation to the origin rail point. The Beneficial Cargo Owner may also be the Consignor of the freight. Furthermore, the term “Consignor” also means the person(s) or entity(ies) that is(are) responsible for counting, loading, blocking, bracing and/or sealing the container for shipment.

“Container Rules” means the Container and Trailer (TOFC/COFC) Interchange Rules of the AAR, as amended and in effect at the time of shipment.

“Contract Holder” means an intermodal marketing company, freight broker, ocean or motor carrier or other transportation intermediary that is a party to an active and valid Transportation Agreement with Stacktrain.

“CSX” means CSX Intermodal, Inc. or CSX Transportation, Inc. or any of their affiliates.

“Discharge” has the meaning set forth in Section 8.6.1.

“Domestic Shipment” means a shipment that is not an International Shipment.

“Door service” means transportation provided or arranged by Stacktrain on a door basis (i.e., from the Consignor’s location to the Consignee’s location) or a door-to-ramp or ramp-to-door basis using the Stacktrain rail and dray network.

“Dray Carrier” means a person or entity providing motor vehicle transportation for compensation, including motor carriers providing drayage services from the Consignor to the origin rail point, from the destination rail point to the Consignee at destination, or from one rail ramp to another rail ramp in the same city for continuance of a through intermodal shipment, which is often referred to as cross-town drayage, and providing transportation of less than truckload shipments.

“EDI” means electronic data interchange.

“EIR” means an equipment inspection report, which sets forth the physical condition of equipment at the time of interchange.

“FMCSA” means the U.S. Federal Motor Carrier Safety Administration.

“FXE” means Ferrocarril Mexicano, a Mexican Rail Carrier.

“Holidays” means those days set forth in Section 8.6.1.

“Intermodal Circular” means a circular, tariff, directory, agreement, rule or other publication in effect at the time of shipment published by a Rail Carrier that sets forth the terms and conditions applicable to rail transportation services offered by that Rail Carrier for shipments moving intermodally.

“International Shipment” means a shipment to or from continental North America involving an immediate prior or subsequent ocean movement.

“ISPM Regulations of WPM” means Revision No. 15 of the International Standards for Phytosanitary Measures, Regulation of Wood Packaging Material in International Trade (2009) publication-series.

“KCSM” means Kansas City Southern de México, S.A. de C.V., a Mexican Rail Carrier formerly named TFM, S.A. de C.V.

“Losses” mean all liabilities, losses, damages, claims, judgments, fines, penalties, duties, lawsuits, fees, taxes, costs and expenses, including personal injury and death and property damage and further including remediation and other cleanup costs and the reasonable fees and costs incurred by attorneys (including in-house counsel), experts, witnesses, accountants and other professionals in connection with the investigation, settlement, prosecution and defense of claims, arbitrations and other proceedings and the enforcement of any indemnity obligation or other terms of these Rules plus interest thereon from the date of the event giving rise to the Loss.

“Non-Stacktrain equipment,” “Non-Stacktrain Containers,” or “Non-Stacktrain Chassis” means containers and/or chassis not supplied by Stacktrain for transportation (i.e., the Contract Holder does not order and obtain the equipment through Stacktrain). Please see Section 8.11 for information regarding terms and conditions for using Non-Stacktrain equipment on the Stacktrain network.

“Participating Carrier” means a Rail Carrier providing transportation and related services on the Stacktrain rail network to a particular shipment. When we are providing Door Service, a Dray Carrier may also be a Participating Carrier.

“Prohibited Commodity” means a commodity identified in Appendix 1 and Section 6.3.2 of these Rules that CANNOT be transported by rail. As a convenience and service to users of these Rules, Appendix 1 lists those Prohibited Commodities identified by CSX and Union Pacific Railroad Company as of the date of these Rules. Section 6.3.2 sets forth those Prohibited Commodities identified by Stacktrain in addition to the Prohibited Commodities identified in Appendix 1. The Prohibited Commodities of other Rail Carriers shall be as set forth in their respective Intermodal Circulars.

“Rail Carrier” means an entity providing rail transportation services (other than Stacktrain), including CSX, an arranger of rail transportation services, the other rail transportation providers identified in Section 1.2.4 of these Rules and, where applicable, their contractors engaged to operate rail terminals and provide terminal services.

“Restricted Commodity” means a commodity identified in Appendix 1 and Section 6.2 of these Rules that can be transported by rail but only after compliance with the procedures set forth in these Rules and the Intermodal Circulars. As a convenience and service to users of these Rules, Appendix 1 lists those Restricted Commodities identified by CSX and UPRR as of the date of these Rules. Section 6.2.3 sets forth those Restricted Commodities identified by Stacktrain in addition to the Restricted Commodities identified in Appendix 1. The Restricted Commodities of other Rail Carriers shall be as set forth in their respective Intermodal Circulars. Sections 6.2.4 and 6.4 of these Rules state the procedures applicable to Restricted Commodities.

These “Rules” mean these Stacktrain Rules and Procedures as in effect on the date that a shipment is tendered for transportation on the Stacktrain network.

“SRQ” means a special rate quotation issued by Stacktrain providing rates for certain transportation services.

“STCC” means Standard Transportation Commodity Classification.

“Transportation Agreement” means the contract between Stacktrain and a Contract Holder, as supplemented by these Rules, as in effect on the date that a shipment is tendered for transportation on the Stacktrain network.

“UIIA” means the Uniform Intermodal Interchange and Facilities Access Agreement, including the Stacktrain addendum thereto when required, as in effect on the date that a shipment is tendered for transportation on the Stacktrain network.

“UPRR” means Union Pacific Railroad Company.

“WPM” means wood packaging material.

[Last Revised May 2015]

1.5. **EFFECT OF BILLS OF LADING AND OTHER DOCUMENTS ACCOMPANYING THE SHIPMENT**

If any shipment is tendered with other documents such as a uniform bill of lading, motor carrier bill of lading or shipper bill of lading, regardless of whether the other documents have been signed by Stacktrain, a Participating Carrier or any of their contractors or agents, such documents will serve solely as a receipt indicating transfer of the shipment (but shall not constitute verification by Stacktrain of the nature, condition, number or volume of the shipment’s contents), and such documents’ terms will not govern services arranged or provided by Stacktrain. The provisions of the Transportation Agreement, including these Rules, are incorporated in all certificates, receipts and other documents described within these Rules. Any change or notation made on the shipping instructions, bill of lading or other receipt or document that is in any way inconsistent with the terms of the Transportation Agreement, including these Rules, or purports to enlarge, modify or change them will be considered as a notation made for the private benefit and information of the Consignor or Consignee. Such a notation shall not be a part of any contracts between the Contract Holder, Stacktrain and/or the Beneficial Cargo Owner.

[Last Revised September 2004]

2. RATES AND CHARGES

2.1. **RATE QUOTES**

2.1.1 **Obtaining a Rate Quote**

Contract Holders may view our FAK (Freight All Kinds) rates at any time through Customer Tools after logging into the Stacktrain section of the intermodal services pages of the XPO website at www.xpo.com. Contract Holders may also obtain special rates for standard ramp to ramp services under a SRQ from Stacktrain by sending an email to Stacktrainrates@xpo.com. All details should be provided, including commodity, origin and destination pairs, potential volume and BCO name.

[Last Revised May 2015]

2.1.2 **Accessing Existing Rates**

By agreeing to abide by our Online Services Agreement, the Contract Holder will have the ability to access its active rates on our secure site. The online rate system (under “Access Your Online Rate History” of the Rates page of Customer Tools after logging into the Stacktrain section of the intermodal services pages of the XPO website at www.xpo.com) refreshes all the Contract Holder’s active rates on a weekly basis and maintains the changes to the Contract Holder’s rate file on a daily basis. The Contract Holder is responsible for limiting access to its login number and password to preserve the confidentiality of the rates, for changing the password if one of its employees who knows the password is no longer employed and for causing its employees to preserve the confidentiality of the login number and password.

[Last Revised July 2009]

2.1.3 **Duration of Rate Quotes**

As a general rule, a SRQ will be issued for a fixed period and will expire at the end of the fixed period unless the Contract Holder requests and we agree to extend the rate based on volume levels acceptable to Stacktrain. Notwithstanding the foregoing, we reserve the right to adjust (or cancel) any SRQ on 5 days' written notice.

[Last Revised March 2015]

2.1.4 **Confidentiality of Information Obtained in Connection with a Stacktrain Quotation**

Both Stacktrain and the Contract Holder will maintain the confidentiality of proprietary information obtained from the other party in connection with the issuance of a SRQ, including the rate levels, expected volume of traffic, origins and destinations, and identity of the Beneficial Cargo Owner, during the time that such SRQ remains outstanding and in effect.

[Last Revised September 2004]

2.2. **COMBINATION AND INTERMEDIATE RATES**

2.2.1 **No Combination of Rates**

The Contract Holder may not combine rates between intermediate points to create a through rate. If the Contract Holder wishes to request that Stacktrain waive its "no combination of rates" policy, the Contract Holder should submit a request in writing. We will document any waiver of this policy by issuing a SRQ reflecting the combination rate. Use of rates in combination without a written waiver by us will be subject to a \$500 administrative charge per container shipped, in addition to other charges that would apply to the shipment and without limiting the other remedies available to Stacktrain.

[Last Revised September 2004]

2.2.2 **No Intermediate Point**

Rates are from the origin to destination stated. Unless otherwise stated in the SRQ, rates cannot be applied to or from intermediate points on the route from the stated origin to destination and cannot be used in connection with stopping a shipment in transit at intermediate points for partial loading or unloading.

[Last Revised November 2006]

2.3. **SERVICES INCLUDED IN RATES**

Rates do not include the loading or unloading of the contents of a container. Rates include a lift from the chassis onto the train at the origin rail terminal and a lift from the train onto a standard chassis at the destination rail terminal. Where specialized chassis are required and live lifts are required for placement of containers on those specific chassis, lift fees are not included in the rates. The Contract Holder or the Dray Carrier will be responsible for additional lifts of the container and related lift charges assessed by the Participating Carrier unless the additional lift was caused by the operational mistake or other fault of the Participating Carrier or Stacktrain. Rates do not include any charge that may be incurred before interchange on import shipments or after interchange on export shipments. Unless otherwise specified in the service offering or otherwise agreed by Stacktrain in writing, rates applicable to international border crossings, including through rates to and from Canada and Mexico, do not include brokerage fees; in-bond document preparation charges; export, import or manifest declaration; or messenger services. The Contract Holder or the BCO is responsible for *all* ancillary and related charges for the movement of the shipment.

[Last Revised June 2007]

2.4. **DOMESTIC AND INTERNATIONAL RATES**

Linehaul rates set forth in a SRQ or Transportation Agreement may specify that the rates apply to Domestic or International Shipments. See Section 1.4 for the definitions of “Domestic Shipment” and “International Shipment.” Shipments that are warehoused, transloaded, processed, repackaged or subject to similar processes prior or subsequent to rail movement generally will not be considered International Shipments and will be rated as Domestic Shipments. Shipments from or to Hawaii, Puerto Rico, Alaska and Guam will be considered International Shipments.

[Last Revised March 2015]

2.5. **CONSEQUENCES OF MISAPPLICATION OF RATES**

2.5.1 **Misapplication of International versus Domestic Rates**

If Stacktrain determines that the Contract Holder is billing Domestic Shipments under rates applicable only to International Shipments or vice versa, Stacktrain may, in addition to all other charges that may apply to that shipment and without limiting other remedies available to it, assess and the Contract Holder will pay an administrative charge of \$1,000 for each container so billed. This charge will be assessed whether the container has been shipped or is awaiting shipment by Stacktrain. In addition to assessing the charge and exercising any other rights and remedies, we reserve the right to cancel any rate(s) in a SRQ on 1 days’ notice for improper application by the Contract Holder. The Contract Holder will also provide indemnification for Losses arising from the misapplication of rates in accordance with Section 11.

[Last Revised September 2004]

2.5.2 **Misdeclared Shipments**

If it is determined that the commodities actually shipped using the Stacktrain network are not those described in the shipping information, the Contract Holder must pay the transportation rates and all per diem and other charges based upon the commodities actually shipped. Misdeclared shipments also include shipments tendered for movement under a SRQ using rates that do not apply to that shipment and empty containers tendered for movement as loaded. In addition to all other charges that may apply to that shipment or are assessed against it and without limiting other remedies available to it, Stacktrain may assess and the Contract Holder will pay a \$1,000 administrative charge for each misdeclared shipment. Shipments of hazardous materials, Restricted Commodities or Prohibited Commodities that are not declared as such are subject to greater misdeclaration charges. For more information on these charges, please see Section 6.1 about hazardous materials, Section 6.2.5 about Restricted Commodities and Section 6.3.3 about Prohibited Commodities.

[Last Revised September 2004]

2.6. **FUEL SURCHARGE**

Stacktrain assesses a fuel surcharge on transportation rates when the Weekly U.S. National Average Retail On-Highway Diesel Price published by the Department of Energy (“DOE”) exceeds \$1.23 per gallon (DOE index data can be accessed at [http:// www.eia.doe.gov/](http://www.eia.doe.gov/)). The matrix used to determine the fuel surcharge percentage for all shipments is set forth below. The Stacktrain fuel surcharge (“FSC”) will be calculated each Tuesday, and the resulting FSC percentage will become effective on the following Monday. The updated FSC percentage is announced by the release of a Stack Facts notice, which is distributed by e-mail to those on our distribution list and posted under the Stack Facts and Stack Facts Archive on the Information page after logging into the Stacktrain section of the intermodal services pages of the XPO website at www.xpo.com.

When a DOE observed Holiday falls on a Tuesday and no index is reported, the revision will be announced on the next day that the DOE publishes a revised index and will become effective the following Monday.

Weekly U.S. National Avg Retail On Highway Diesel Price Range (rounded to nearest cent)	Fuel Surcharge %
\$0.00 – \$1.23	0.00%
\$1.24 – \$1.27	1.50%
\$1.28 – \$1.31	2.00%
\$1.32 – \$1.35	2.50%
\$1.36 – \$1.39	3.00%
\$1.40 – \$1.43	3.50%
\$1.44 – \$1.47	4.00%
\$1.48 – \$1.51	4.50%
\$1.52 – \$1.55	5.00%
\$1.56 – \$1.59	5.50%
\$1.60 – \$1.63	6.00%
\$1.64 – \$1.67	6.50%
\$1.68 – \$1.71	7.00%
\$1.72 – \$1.75	7.50%
\$1.76 – \$1.79	8.00%
\$1.80 – \$1.83	8.50%
\$1.84 – \$1.87	9.00%
\$1.88 – \$1.91	9.50%
\$1.92 – \$1.95	10.00%
\$1.96 – \$1.99	10.50%
\$2.00 – \$2.03	11.00%
\$2.04 – \$2.07	11.50%
\$2.08 – \$2.11	12.00%
\$2.12 – \$2.15	12.50%
\$2.16 – \$2.19	13.00%
\$2.20 – \$2.23	13.50%
\$2.24 – \$2.27	14.00%
\$2.28 – \$2.31	14.50%
\$2.32 – \$2.35	15.00%
\$2.36 – \$2.39	15.50%
\$2.40 – \$2.43	16.00%
\$2.44 – \$2.47	16.50%
\$2.48 – \$2.51	17.00%
\$2.52 – \$2.55	17.50%
\$2.56 – \$2.59	18.00%
\$2.60 – \$2.63	18.50%
\$2.64 – \$2.67	19.00%
\$2.68 – \$2.71	19.50%
\$2.72 – \$2.75	20.00%
\$2.76 – \$2.79	20.50%
\$2.80 – \$2.83	21.00%
\$2.84 – \$2.87	21.50%
\$2.88 – \$2.91	22.00%
\$2.92 – \$2.95	22.50%
\$2.96 – \$2.99	23.00%
\$3.00 – \$3.03	23.50%
\$3.04 – \$3.07	24.00%
\$3.08 – \$3.11	24.50%
\$3.12 – \$3.15	25.00%

Weekly U.S. National Avg Retail On Highway Diesel Price Range (rounded to nearest cent)	Fuel Surcharge %
\$3.16 – \$3.19	25.50%
\$3.20 – \$3.23	26.00%
\$3.24 – \$3.27	26.50%
\$3.28 – \$3.31	27.00%
\$3.32 – \$3.35	27.50%
\$3.36 – \$3.39	28.00%
\$3.40 – \$3.43	28.50%
\$3.44 – \$3.47	29.00%
\$3.48 – \$3.51	29.50%
\$3.52 – \$3.55	30.00%
\$3.56 – \$3.59	30.50%
\$3.60 – \$3.63	31.00%
\$3.64 – \$3.67	31.50%
\$3.68 – \$3.71	32.00%
\$3.72 – \$3.75	32.50%
\$3.76 – \$3.79	33.00%
\$3.80 – \$3.83	33.50%
\$3.84 – \$3.87	34.00%
\$3.88 – \$3.91	34.50%
\$3.92 – \$3.95	35.00%
\$3.96 – \$3.99	35.50%
\$4.00 – \$4.03	36.00%
\$4.04 – \$4.07	36.50%
\$4.08 – \$4.11	37.00%
\$4.12 – \$4.15	37.50%
\$4.16 – \$4.19	38.00%
\$4.20 – \$4.23	38.50%
\$4.24 – \$4.27	39.00%
\$4.28 – \$4.31	39.50%
\$4.32 – \$4.35	40.00%
\$4.36 – \$4.39	40.50%
\$4.40 – \$4.43	41.00%
\$4.44 – \$4.47	41.50%
\$4.48 – \$4.51	42.00%
\$4.52 – \$4.55	42.50%
\$4.56 – \$4.59	43.00%
\$4.60 – \$4.63	43.50%
\$4.64 – \$4.67	44.00%
\$4.68 – \$4.71	44.50%
\$4.72 – \$4.75	45.00%
\$4.76 – \$4.79	45.50%
\$4.80 – \$4.83	46.00%
\$4.84 – \$4.87	46.50%
\$4.88 – \$4.91	47.00%
\$4.92 – \$4.95	47.50%
\$4.96 – \$4.99	48.00%
\$5.00 – \$5.03	48.50%
\$5.04 – \$5.07	49.00%
\$5.08 – \$5.11	49.50%

Weekly U.S. National Avg Retail On Highway Diesel Price Range (rounded to nearest cent)	Fuel Surcharge %
\$5.12 – \$5.15	50.00%
\$5.16 – \$5.19	50.50%
\$5.20 – \$5.23	51.00%
\$5.24 – \$5.27	51.50%
\$5.28 – \$5.31	52.00%
\$5.32 – \$5.35	52.50%
\$5.36 – \$5.39	53.00%
\$5.40 – \$5.43	53.50%
\$5.44 – \$5.47	54.00%
\$5.48 – \$5.51	54.50%
\$5.52 – \$5.55	55.00%
\$5.56 – \$5.59	55.50%
\$5.60 – \$5.63	56.00%
\$5.64 – \$5.67	56.50%
\$5.68 – \$5.71	57.00%
\$5.72 – \$5.75	57.50%
\$5.76 – \$5.79	58.00%
\$5.80 – \$5.83	58.50%
\$5.84 – \$5.87	59.00%
\$5.88 – \$5.91	59.50%
\$5.92 – \$5.95	60.00%
\$5.96 – \$5.99	60.50%
\$6.00 – \$6.03	61.00%
\$6.04 – \$6.07	61.50%
\$6.08 – \$6.11	62.00%
\$6.12 – \$6.15	62.50%
\$6.16 – \$6.19	63.00%
\$6.20 – \$6.23	63.50%
\$6.24 – \$6.27	64.00%
\$6.28 – \$6.31	64.50%
\$6.32 – \$6.35	65.00%
\$6.36 – \$6.39	65.50%
\$6.40 – \$6.43	66.00%
\$6.44 – \$6.47	66.50%
\$6.48 – \$6.51	67.00%
\$6.52 – \$6.55	67.50%
\$6.56 – \$6.59	68.00%
\$6.60 – \$6.63	68.50%
\$6.64 – \$6.67	69.00%
\$6.68 – \$6.71	69.50%
\$6.72 – \$6.75	70.00%
\$6.76 – \$6.79	70.50%
\$6.80 – \$6.83	71.00%
\$6.84 – \$6.87	71.50%
\$6.88 – \$6.91	72.00%
\$6.92 – \$6.95	72.50%
\$6.96 – \$6.99	73.00%
\$7.00 – \$7.03	73.50%
\$7.04 – \$7.07	74.00%

If the Weekly U.S. National Average Retail On-Highway Diesel Price equals or exceeds \$3.51 per gallon, the fuel surcharge increases 0.5% for every 4-cent increase in fuel price. The Weekly U.S. National Average Retail On-Highway Diesel Price is rounded to the nearest whole \$0.01, with amounts of \$0.0050 or higher being rounded up and amounts of \$0.0049 or less being rounded down.

Fuel surcharges are shown as a separate line item on the Stacktrain invoice, and the amounts are rounded to the nearest whole \$1.00, with amounts of \$0.50 or higher being rounded up and amounts of \$0.49 or less being rounded down.

[Last Revised February 2014]

2.7. **PEAK SEASON AND OTHER SURCHARGES**

Stacktrain may assess a peak season surcharge for shipments during peak shipping periods and may assess other surcharges as Stacktrain deems appropriate for market conditions. Such surcharge will be assessed against any shipment tendered after the effective date of the surcharge. Any surcharge is announced by the release of a Stack Facts notice. Peak season surcharges are shown as a separate line item on the Stacktrain invoice.

[Last Revised September 2004]

2.8. **ALAMEDA CORRIDOR SURCHARGE**

In addition to all other applicable rates and charges, Stacktrain assesses an Alameda Corridor surcharge on those containers that move into or out of the port facilities of Los Angeles and/or Long Beach via rail as described below. The per container use charge is set by the Alameda Corridor Transportation Authority (“ACTA”), a joint powers authority created under the laws of the State of California. The user fees will be increased effective January 1 of each year based on changes in the consumer price index (“CPI”) since October 1 of the immediately prior year. The annual increase will not be less than 1.5% or greater than 3% in any given calendar year, with no reduction if the CPI decreases.

The user fee will be charged on each waterborne container that originates or terminates at the port facilities of Los Angeles and/or Long Beach and is moved by rail into or out of Southern California (i.e., the counties of Kern, San Bernardino, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, Orange, Riverside, San Diego and Imperial) via rail, regardless of whether the containers have traveled on the Alameda rail corridor. The user fees will also apply to nonwaterborne containers that are not loaded onto or discharged from a vessel or barge, but move by rail into or out of the port facilities of Los Angeles and/or Long Beach.

The Alameda Corridor surcharge will be shown as a separate line item on the Stacktrain invoice. Fractions of dollars resulting from the application of the annual increase will be rounded up to the next whole dollar. The current surcharge, effective as of January 1, 2015, is as follows.

LOADED WATERBORNE CONTAINERS/TRAILERS

Equipment Size	Fee per Container/Trailer
22 ft. or less	\$23
Greater than 22 ft. and equal to but not greater than 44 ft.	\$46
Greater than 44 ft. but less than 48 ft.	\$52
Equal to 48 ft. but less than or equal to 52 ft.	\$55
Greater than 52 ft.	\$61

EMPTY WATERBORNE CONTAINERS/TRAILERS

Equipment Size	Fee per Container/Trailer
22 ft. or less	\$5
Greater than 22 ft. and equal to but not greater than 44 ft.	\$11
Greater than 44 ft. but less than 48 ft.	\$12
Equal to 48 ft. but less than or equal to 52 ft.	\$13
Greater than 52 ft.	\$15

LOADED AND EMPTY NONWATERBORNE CONTAINERS/TRAILERS

Equipment Size	Fee per Container/Trailer
22 ft. or less	\$5
Greater than 22 ft. and equal to but not greater than 44 ft.	\$11
Greater than 44 ft. but less than 48 ft.	\$12
Equal to 48 ft. but less than or equal to 52 ft.	\$13
Greater than 52 ft.	\$15

[Last Revised March 2015]

2.9. PARTICIPATING CARRIERS' STORAGE AND ACCESSORIAL CHARGES

The equipment storage fees and other accessorial charges of a Participating Carrier apply when that Rail Carrier provides storage and other accessorial services to a shipment being transported on the Stacktrain network. Storage and other accessorial charges accrue to the Participating Carrier performing the service and will be collected in accordance with the procedures of the Participating Carrier performing such services.

[Last Revised September 2004]

3. ORDERING SERVICE, SHIPPING INSTRUCTIONS AND BILLS OF LADING

3.1. SHIPPING INSTRUCTIONS

3.1.1 General Requirements for Shipping Instructions

Shipping instructions, also called rail billing information, should be provided electronically, via EDI (electronic data interchange) or through the XPO website. Manual means of transmission, such as facsimile transmission, may be accepted, although the processing of facsimile transmissions will take considerably longer and is more likely to result in shipment processing and invoicing errors than electronically transmitted rail billing information. If shipping information has already been transmitted by EDI or through the website or sent by facsimile to Stacktrain, the Contract Holder should refrain from providing the information again in the same or another format except at the request of Stacktrain. Providing unsolicited duplicate information hinders the ability of Stacktrain to process rail billing instructions in a timely manner. Please see Section 3.2 for information about canceling and correcting rail billing instructions.

Section 3.1.4 of these Rules sets forth the information that is required in the shipping instructions to order transportation service from Stacktrain within the United States. Please call our Rail Billing Office at 800-684-4070 if you have questions regarding rail billing instructions or send an email to railbilling@xpo.com.

Information about EDI technical specifications for rail billing instructions is available online on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at <http://www.pacer.com/>. Additional information and assistance may be obtained by contacting the Stacktrain Customer Support Center. Contact information for our Customer Support Center can be found on the Contact Us page of the Stacktrain website.

If a Contract Holder does not elect to send rail billing information electronically, Stacktrain encourages the use of its web billing available on www.xpo.com. Finally, if the Contract Holder is unable to use either electronic means, please use the standard Rail Billing Form for providing shipping instructions via facsimile or email transmission. The current version of our Rail Billing Form can be accessed from the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com.

Each shipment must be tendered with acceptable and complete shipping instructions. Providing acceptable and complete shipping instructions allows us to expeditiously process the transportation request and avoid invoicing problems.

Any notation on the shipping instructions directing transportation through Stacktrain that is inconsistent with or attempts to change the terms of the Transportation Agreement or these Rules, including the incorporated Intermodal Circulars, will be interpreted as a notation for the private benefit and information of a person or entity other than Stacktrain and the Participating Carriers and will not be binding on Stacktrain or the Participating Carriers.

[Last Revised March 2015]

3.1.2 **Deadlines for Shipping Instructions**

Contract Holders should transmit shipping instructions sufficiently in advance of the arrival of the container at the origin terminal gate to accommodate delays that may occur in the electronic transmission of shipping instructions and to allow Stacktrain time to transmit the instructions to the Participating Carrier. Stacktrain recommends that Contract Holders provide shipping instructions for nonhazardous shipments at least 2 hours before arrival at the origin terminal gate. Stacktrain recommends that Contract Holders provide shipping information for hazardous shipments at least 4 hours before arrival at the origin rail terminal. Contract Holders sending shipping instructions by manual transmission means, such as facsimile, should allow more time for processing. Contract Holders can verify that shipping instructions have been received by logging into the shipment tracking function found on the Customer Support page of our website. A user ID and password are required to access shipment tracking information and can be obtained by registering through our website.

[Last Revised September 2004]

3.1.3 **Consequences of Absent or Incomplete Shipping Instructions**

A shipment arriving at the origin rail terminal gate without timely shipping instructions in accordance with this Section 3.1 or with incomplete or incorrect shipping instructions, such as missing or incorrect fields or information in the transmission, may be rejected at the gate or held at the terminal until complete and correct shipping instructions and, if required, complete customs documentation are received. The Contract Holder will be responsible for all applicable freight charges, lifts, flips, storage, per diem usage, fines and other charges that may be assessed in connection with a shipment with incomplete or incorrect shipping instructions or without shipping instructions.

[Last Revised September 2004]

3.1.4 **Information Required in Shipping Instructions**

The following information is required in the shipping instructions in order to ship containers via the Stacktrain network:

- (a) Name of the Contract Holder
- (b) Telephone number of Contract Holder's office providing the shipping instructions
- (c) Stacktrain Customer Code for the Contract Holder providing shipping instructions

- (d) Billing authority/SRQ number for shipment
- (e) STCC number of commodity
- (f) Commodity description
- (g) Whether the equipment is loaded or empty
- (h) Container identification number (e.g., PACU 888001), including any equipment substitution number, if applicable
- (i) Container length and height (if Non-Stacktrain equipment)
- (j) Lading weight in pounds (not applicable if the equipment is empty; weights should be exact, not estimates)
- (k) Service type (i.e., ramp-to-ramp, pier-to-ramp, ramp-to-pier)
- (l) Stacktrain service origin
- (m) Stacktrain service destination
- (n) Name, telephone, email and facsimile number of party to be notified at destination
- (o) Immediate Transportation (“IT”) Number or Transportation or Exportation Number (if in bond)
- (p) Any special routing or handling instructions (such as reefer temperature, fumigation, stop-off locations; please see Section 6.5 for conditions, limitations and restrictions on handling of temperature-controlled shipments by Stacktrain)
- (q) International Shipments
 - i. Ocean Carrier
 - ii. Origin or destination port
 - iii. Vessel name
 - iv. Vessel arrival or sail date
 - v. Brokers Name
 - vi. Actual piece count
 - vii. In bond status (yes or no)
 - viii. Bond Holder (shipper or carrier)
 - ix. Destination Booking number
- (r) US Customs Immediate Transportation (IT) number or Transportation and Exportation Number (TE), V-Bond Number and Manifest Information
- (s) Shipments to or from Mexico or Canada
 - i. Customshouse broker name, city, province and phone number (NOTE: The customs house broker must be named as the care of party in the rail billing.)
 - ii. Actual Consignor’s name, street address, city, province/state, postal/zip code
 - iii. Ultimate Consignee’s name, street address, city, province/state, postal/zip code
 - iv. Total number of pieces and unit of measure (i.e., cartons, pallets, drums, boxes, etc., using the codes given such units by U.S. Customs), TLD = Truckload is not allowed
 - v. Total weight should be exact, not an estimate; weights that are misdescribed, whether over or under, may be subject to administrative charges assessed by the Canadian or Mexican Participating Carrier) and unit of measure (i.e., pounds, kilos, etc.)
 - vi. STCC and complete, accurate description of all goods (FAK is no longer accepted)
 - vii. Country of origin of the goods
 - viii. Value of shipment and currency used to establish the value
 - ix. Proof of report number assigned by the Canada Border Services Agency (for shipments moving from Canada to Mexico or from Canada to the United States for export overseas)

- (t) Overdimensional size (if applicable). Note: HW must be shown in the H3 segment (special instructions) of the EDI404
- (u) Seal number
- (v) Notify Party – name and contact information
- (w) Name and complete address (including postal/zip code) of the actual shipper
- (x) Name and complete address (including postal/zip code) of the ultimate Consignee
- (y) Beneficial Cargo Owners.

If a Contract Holder requires additional reference information to facilitate invoice payments, the Contract Holder should provide such additional reference information in its shipping instructions. Examples of such reference information are vessel name, voyage number or internal reference number.

Additional shipping information is required for shipments involving hazardous materials. Please see Section 6.1.2(d) regarding the additional shipping information required.

Shipments to Mexico or Canada require additional shipping information. Sections 9 and 10 of these Rules set forth the shipping information required for shipments to or from Canada or Mexico.

EDI transmissions of rail billing information must include all data set forth in the Stacktrain EDI technical standards for rail billing information. Information about EDI technical specifications for rail billing instructions is available online on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com.

Rail billing information must also comply with the requirements of (a) the Intermodal Safe Container Act, including those sections relating to commodity descriptions and weights; (b) the Bureau of Explosives' Tariff No. BOE-6000 series; (c) applicable regulations set forth in 49 CFR Parts 100 to 185; and (d) the International Maritime Dangerous Materials Code.

[Last Revised May 2015]

3.1.5 **Commodity Descriptions**

In these times of heightened focus on transportation security, Contract Holders must provide and must cause their BCOs and Consignors to provide more detailed and accurate descriptions of commodities. Descriptions such as “FAK (Freight All Kinds),” “SLAC (Shippers Load and Count),” “chemicals,” “household goods,” “sporting goods” and “consolidated cargo” alone without a more complete description within the shipping instructions are no longer acceptable. Those descriptions are too vague and do not specifically describe a commodity. Contract Holders and others providing shipping instructions should avoid the use of vague catchall phrases and industry jargon. An example of an improved description could be “golf clubs” and “golf balls” instead of “sporting goods,” or “television sets” instead of “electronics.” Failing to provide accurate and detailed descriptions may result in delays at the origin rail point, additional accessorial and related costs, and other adverse consequences.

[Last Revised September 2004]

3.2. **CANCELLATIONS, CORRECTIONS AND OTHER CHANGES TO ORIGINAL SHIPPING INFORMATION**

3.2.1 **General Requirements**

Cancellations or corrections or other changes to previously submitted shipping instructions for Stacktrain ramp-to-ramp service must be submitted to Stacktrain by facsimile transmission to the Stacktrain Rail Billing Office. Facsimile transmission of corrections or cancellations is required regardless of the means (whether EDI, website or facsimile) used to submit the previous shipping instructions.

The Rail Billing Cancellation and Correction Form can be accessed on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com. The facsimile must clearly indicate the intention to either cancel the shipment or correct the original instructions. Corrections must specify the original and corrected rail billing information.

The facsimile number for the Stacktrain Rail Billing Office is 800-897-3822. For information regarding the status of the original billing and any cancellation or correction, please call our Rail Billing Office at 800-684-4070.

A Contract Holder may request Stacktrain to make corrections or cancel a shipment on the Stacktrain network. Please see Sections 3.2.2 and 3.2.3 for more information. We reserve the right to assess an administration and handling charge for each correction or cancellation. As set forth below, the Contract Holder, not Stacktrain, will be responsible for charges associated with corrected or cancelled shipments, including linehaul and other charges related to shipments that are misrouted due to the Contract Holder's failure to comply with these cancellation or correction procedures.

[Last Revised March 2015]

3.2.2 **Cancellations**

A Contract Holder may cancel a shipment any time before the shipment arrives at the gate of the origin rail point. The cancellation request must be received at least 2 hours prior to gate arrival. If the cancellation request is not submitted 2 hours prior as required, and the request has not been processed before the arrival of the container at the origin rail point, we will nevertheless use commercially reasonable efforts to accommodate the cancellation request. Once the shipment has been loaded on the railcar, we will not be able to cancel the shipment. In any event, we will not be liable if our attempts to cancel a shipment are unsuccessful. The Contract Holder will be responsible for any linehaul charges; storage, per diem and other accessorial charges; any administrative and handling fees; and other costs incurred in connection with the canceled shipment.

[Last Revised September 2004]

3.2.3 **Corrections**

Corrections to the shipping instructions are subject to the following provisions:

- (a) **Corrections to Shipping Information other than Origin, Destination or Notify Party.** Corrections to data included in previously submitted shipping instructions other than changes to the origin, destination and notify party information can be made at any time before the shipment is loaded on the train. Corrections must be submitted to Stacktrain by facsimile transmission to the Stacktrain Rail Billing Office. We recommend using our Rail Billing Cancellation and Correction Form can be accessed on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com.
- (b) **Corrections to Origin or Destination.** Changes to the original origin or destination require that the Contract Holder cancel the original rail billing instructions and submit new rail billing instructions. Please see Section 3.2.2 for cancellation procedures. After the container arrives at the origin rail location, we will use commercially reasonable efforts to change the destination. After a container has been loaded on the train, changes to the destination will not be possible. If the change in destination is not made before the container has been loaded on a train, the shipment will move on the route required by the rail billing information originally submitted by the Contract Holder, and the Contract Holder must submit rail billing information for movement from the destination specified in the original rail billing to the desired destination. Our Customer Support Centers at 800-876-7281 can provide assistance in arranging transportation from the original destination to the corrected destination.

The Contract Holder must comply with the foregoing instructions to change the original origin or destination. Whether or not the Contract Holder complies with the foregoing, we will not be liable if our attempts to implement a correction are unsuccessful. The Contract Holder will be responsible for applicable freight rates, surcharges and accessorial charges associated with these movements and for any administration and handling charge assessed by Stacktrain in connection with changes in shipment

movement information. If the Contract Holder tenders a shipment to an origin rail terminal that does not serve the destination noted in the rail billing instructions for that shipment, the Contract Holder will be responsible for all accessorial and other charges incurred by the shipment and must either issue new rail billing information or arrange for the shipment to be removed from the origin rail terminal.

- (c) Corrections to Notify Party Information. The Contract Holder may change the notify party information at any time before the container has been grounded at destination by sending a facsimile to our Rail Billing Office with the “corrected” notify party information. After the container has been grounded at destination, the Contract Holder may not change the notify party by issuing a “corrected” rail billing. Instead, changes to the notify party information should be handled between the Contract Holder, the original notify party and the new notify party. Please contact our Customer Support Center for assistance in this circumstance. Please see the Contact Us page of our website for contact information for our Customer Support Centers. Storage charges or any other applicable accessorial charges will not be waived with respect to the notify party identified in the rail billing instructions.

[Last Revised March 2015]

4. TRANSPORTATION OBLIGATION

4.1. REASONABLE DISPATCH

We will arrange for the transportation of the shipment with reasonable dispatch but will not guarantee transport on any particular train or adherence to any particular schedule.

[Last Revised September 2004]

4.2. NO SCHEDULE OR TRANSIT TIME GUARANTEE

Stacktrain is not bound to transport the Contract Holder’s freight by any particular train or by any particular time or date except as agreed upon in the Transportation Agreement. Furthermore, Stacktrain does not warrant that shipments en route will remain in continuous transit and does not guarantee origin, transit, mode or delivery times or schedules. We reserve the right to forward a shipment by any Carrier or route or mode between the point of shipment and the point of destination when necessary to accomplish delivery.

[Last Revised March 2015]

4.3. TRANSPORTATION NETWORK

Stacktrain and the Participating Carriers maintain the right to change or discontinue service involving any origin, destination, intermodal facility or intermodal network point or any service offering. Stacktrain and the Participating Carriers will not be liable for any increased transportation costs, expenses or consequential damages that may result from such service change or discontinuation.

[Last Revised August 2008]

5. PAYMENT TERMS AND PROCEDURES

5.1. EXTENSION OF CREDIT

5.1.1 Credit Application and Extension of Credit

Before tendering any container or freight to Stacktrain, a Contract Holder must submit a credit application to Stacktrain. Based on that credit application, economic conditions and such other considerations as Stacktrain may deem appropriate, we will, in our sole discretion, determine the terms, conditions and amount of credit, if any, that we will extend to the Contract Holder. Unless Stacktrain has agreed to extend credit to the Contract Holder, all transportation charges must be paid before the Contract Holder orders equipment from Stacktrain for the shipment. After we extend credit to the Contract Holder, we reserve the right to reduce the amount of credit extended or to revoke the credit extension and to require payment of transportation charges before the Contract Holder is permitted to order equipment for the shipment.

[Last Revised March 2005]

5.1.2 Financial Data Required upon Request

In connection with the Contract Holder's application for credit, and as a condition of the renewal or continuation of the Contract Holder's credit from time to time, the Contract Holder must provide Stacktrain such financial data reasonably requested by Stacktrain to demonstrate the Contract Holder's creditworthiness. Such financial data may include Dunn and Bradstreet reports, bank records, financial statements and tax returns.

[Last Revised September 2004]

5.1.3 Additional Security for Payment

Stacktrain may, as a condition of extending credit to the Contract Holder, require the Contract Holder to provide Stacktrain with a standby irrevocable letter of credit or other security, guarantee or assurance of the Contract Holder's payment and performance of its obligations. We will, in its sole discretion, determine the security, guarantee or assurance that is necessary or advisable. The Contract Holder is not obligated to provide such security, guaranty or other assurance, but its failure to provide such assurance may be a basis for our refusal to provide rates to or extend credit terms to the Contract Holder, to accept shipments from the Contract Holder or to arrange for transportation services for the Contract Holder. Stacktrain, in its sole discretion, will determine from time to time whether to continue to extend credit to the Contract Holder and the terms, conditions and amount of such credit to be extended to the Contract Holder.

[Last Revised September 2004]

5.2. PAYMENT OBLIGATION AND TERMS

5.2.1 Obligation to Pay Rates and Charges

The Contract Holder shall pay Stacktrain the rates and charges set forth in any applicable SRQ, these Rules and the Transportation Agreement or other written agreement between the Contract Holder and Stacktrain. All amounts shall be paid in United States dollars unless otherwise agreed by the Contract Holder and Stacktrain in writing.

[Last Revised September 2004]

5.2.2 Payment Terms for Transportation Services

Unless otherwise agreed in the Transportation Agreement and provided that the Contract Holder has received credit approval from Stacktrain, payment of charges for transportation services rendered under the Transportation Agreement shall be due 14 days after the date of the Stacktrain invoice. The Contract Holder will make payment through ACH debit entries by Stacktrain against the Contract Holder's designated bank account. Freight payments received by the Contract Holder from the Beneficial Cargo Owner that relate to services

performed by Stacktrain shall be held in trust for the benefit of Stacktrain to the extent of the charges for such services billed by Stacktrain to the Contract Holder, until such time as such charges are fully and indefeasibly paid to Stacktrain.

[Last Revised June 2006]

5.2.3 **Payment Terms for Per Diem, Storage and Administrative Charges and Other Amounts**

Unless otherwise agreed in the Transportation Agreement and provided that the Contract Holder has received credit approval from Stacktrain, the Contract Holder shall have 30 days after the date of the Stacktrain invoice to pay the equipment per diem, equipment storage and administrative charges assessed under these rules, and other amounts due under the Transportation Agreement, including these Rules. Unless expressly approved by Stacktrain in writing, force majeure conditions and other events beyond the Dray Carrier's or Contract Holder's control do not excuse the obligation to pay equipment per diem or storage charges. Generally, Stacktrain announces any relief from per diem or storage charges due to force majeure conditions via Stack Facts notices (posted under the Stack Facts and Stack Facts Archive, which is available on the Information page after logging into the Stacktrain section of the intermodal services page of the website at www.xpo.com).

[Last Revised March 2015]

5.2.4 **Proof of Delivery Not a Condition Precedent to Payment**

Payment for the transportation services arranged by Stacktrain is not contingent upon presentation of the proof of delivery documentation. It shall not be a valid defense, in response to a claim by Stacktrain that it has not been timely paid by the Contract Holder, that the Contract Holder has not received the proof of delivery from Stacktrain or the Dray Carrier.

[Last Revised March 2015]

5.2.5 **Nonpayment of Contract Holder No Defense to Liability to Stacktrain**

The liability of the Contract Holder, Consignee, Consignor and/or Beneficial Cargo Owner for charges for transportation and other services provided by Stacktrain or the Participating Carriers is joint and several. Primary liability for transportation and other charges shall be with the Contract Holder. It shall not be a valid defense, in response to a claim by Stacktrain that it has not been timely paid by the Contract Holder, that the Contract Holder has not been paid by its Beneficial Cargo Owner or any other third party.

[Last Revised September 2004]

5.2.6 **Subrogation to Rights of Participating Carrier**

Where Stacktrain has paid a Participating Carrier's charges, Stacktrain shall be subrogated to all rights and claims of that Participating Carrier against the Contract Holder, Beneficial Cargo Owner, Consignor and Consignee to collect such charges and of the Contract Holder against the Beneficial Cargo Owner, Consignor and Consignee to collect such charges.

[Last Revised September 2004]

5.2.7 **Liability for Rates, Charges, Fees, Financing Costs and Collection Costs**

The Contract Holder shall be and remain liable for all rates and charges for services rendered by Stacktrain, all administrative fees and financing charges assessed and accruing thereon, and all costs of collection, including fees and expenses of third-party collection agents, attorneys' fees and expenses, and court and/or arbitration fees and costs.

[Last Revised September 2004]

5.3. **DISPUTED CHARGES**

5.3.1 **Dispute Procedure for Transportation and Other Invoices**

If a Contract Holder disputes any charge appearing on a Stacktrain invoice for transportation services, storage or administrative charges, or other amounts due, Stacktrain and the Contract Holder shall first attempt to resolve such payment dispute by either of the following two methods, with the chosen method being at the Contract Holder's option:

- (a) **Option One.** The Contract Holder shall first pay all charges within the applicable 14-day payment period (or 30-day period in the case of administrative charges or other amounts) or other payment period set forth in the Transportation Agreement. The Contract Holder shall then have 30 days from the date of payment (or, if earlier, 45 days from the date of the Stacktrain invoice in question) to file the overcharge claim, which shall be accompanied by reasonably detailed supporting documentation. We will either approve or decline the claimed overcharge within 60 days of its receipt of the overcharge claim and all reasonably detailed supporting documentation. If Stacktrain fails to approve or decline the claimed overcharge within such 60 days, the overcharge will automatically be deemed to be resolved in favor of the Contract Holder.
- (b) **Option Two.** Before paying a claimed overcharge within the 14-day payment period (or 30-day period in the case of administrative charges or other amounts) or other payment period set forth in the Transportation Agreement, the Contract Holder may first identify the disputed charge by written notice to stacktrainrates@xpo.com, setting forth in reasonable detail the basis for the dispute and accompanied by reasonably detailed supporting documentation. Such written notice shall be delivered within 10 days after the date of the Stacktrain invoice for such charges. All other undisputed charges on such invoice shall be paid within the original payment period and in the manner provided above. Stacktrain will notify the Contract Holder of its approval or rejection of the claimed overcharge within 60 days after receipt of the claim and all reasonably detailed supporting documentation. If the dispute is resolved in the Contract Holder's favor, the Contract Holder will receive a unique authorization number, which it should give to Stacktrain with payment of the disputed invoice. If the Contract Holder's claim is rejected, then the Contract Holder shall pay all charges within 14 days after the Contract Holder's receipt of such rejection notice.

[Last Revised May 2015]

5.3.2 **Dispute Procedure for Expired Reservation Charges**

Section 8.2 sets forth the dispute resolution procedures for expired reservation charges.

[Last Revised June 2007]

5.3.3 **Consequences of Failing to Follow Dispute Procedure**

If the Contract Holder fails to follow either Option One or Option Two set forth in Section 5.3.1 or other procedures referenced in this Section 5.3 in resolving disputed charges, Stacktrain's original invoice shall be deemed to be final, and the Contract Holder will be deemed to have accepted such invoice in full and to have waived any and all claims or defenses to paying such invoice. Nothing contained in this Section 5.3 on disputed charges shall be deemed to waive or relieve the Contract Holder of its obligation to pay all legitimately incurred transportation charges, and the Contract Holder shall remain liable for all invoice amounts due as finally determined under the Transportation Agreement, including these Rules, or by the binding mutual agreement of Stacktrain and the Contract Holder, or by a final judgment or arbitration award of a court or arbitration panel having proper jurisdiction over such matter.

[Last Revised September 2004]

5.4. **FINANCE CHARGES**

If the Contract Holder fails to pay in a timely fashion any valid charges that are due and payable to Stacktrain, the Contract Holder will be assessed a finance charge accruing at the lesser of (a) the rate of 2.0% per month, compounded monthly, or (b) the maximum rate provided by applicable state law. Such financing charge will

accrue on the amount of the unpaid charge, from the date of the original invoice for such charge until such charge, together with all administrative fees and financing charges due to Stacktrain, are paid in full.

[Last Revised September 2004]

5.5. **OFFSET BY CONTRACT HOLDER PROHIBITED**

The Contract Holder is not permitted to deduct or offset any amount claimed against Stacktrain or any Participating Carrier, including claims for loss, damage or delay of freight or equipment and claims for overcharge or duplicate payment, against transportation charges, per diem usage charges or other amounts due to Stacktrain. The Contract Holder must pay transportation and other charges in full and must separately assert any claim against Stacktrain or any Participating Carrier in accordance with applicable procedures. We will not process or pay a claim for freight loss or damage until the Contract Holder has paid the transportation and other charges associated with that shipment.

[Last Revised March 2015]

6. COMMODITY RESTRICTIONS AND PROCEDURES

6.1. **HAZARDOUS MATERIALS**

6.1.1 **Applicability of Federal Regulations and International Law**

All shipments of hazardous materials and hazardous substances are subject to and must comply with United States Department of Transportation (“DOT”) regulations, 49 CFR Parts 100 to 185, and the Transportation of Dangerous Goods Regulations (Canada) and to any further restrictions found in the Bureau of Explosives’ Tariff No. BOE-6000 series, as in effect on the date of shipment. The BOE-6000 series can be ordered through the following websites: www.boepublications.com or www.aar.org.

International Shipments are also subject to and must comply with the foregoing regulations and the International Maritime Dangerous Goods Code as in effect on the date of shipment. The International Maritime Dangerous Goods Code can be ordered through the following website: www.imo.org.

[Last Revised March 2015]

6.1.2 **Required Procedures for Hazardous Materials**

In tendering a shipment of hazardous materials to Stacktrain, the Contract Holder must do all of the following:

- (a) Comply with applicable regulations set forth in 49 CFR Parts 100 to 185
- (b) Comply with the Bureau of Explosives’ Tariff No. BOE-6000 series
- (c) For International Shipments, comply with the International Maritime Dangerous Materials Code
- (d) Provide accurate and complete shipping information for the hazardous materials, including a shipper’s certificate addressing the following:
 - i. Proper shipping name of the hazardous material as listed in 49 CFR §172.101 (Hazardous Materials Table), or any successor regulation, and any technical chemical name (if applicable)
 - ii. The primary hazard class to which the commodity is assigned and any subsidiary risk
 - iii. The UN/NA number assigned to the material
 - iv. The packing group code assigned (if applicable)
 - v. Reportable quantity (if applicable)
 - vi. Total quantity of each hazardous material or, for International Shipments, piece count, package count and package weight

- vii. Emergency response telephone number as required by 49 CFR §172.602. This number must be manned 24 hours a day by a person who is knowledgeable about the materials being shipped and has comprehensive emergency response information or can immediately access a person who has this information. The emergency response information that must be available through such telephone number must include:
 - 1. proper shipping name of the material;
 - 2. immediate hazards to health;
 - 3. risk of fire or explosion;
 - 4. immediate precautions to take in case of an incident;
 - 5. methods of handling fires;
 - 6. methods of handling spills or leaks; and
 - 7. preliminary first-aid information (emergency response information such as a materials data info sheet or emergency response guidebook).
 - viii. Whether the commodity is a marine pollutant (if applicable)
- (e) Certify that the materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation in accordance with DOT regulations
 - (f) Ensure that the Consignor has properly loaded, blocked and braced the hazardous commodities being transported in accordance with applicable procedures set forth in the AAR *Intermodal Loading Guide for Products in Closed Trailers or Containers* (Please see Section 7 for more information about proper loading, blocking and bracing guidelines.)
 - (g) Obtain the container packaging certificate that verifies proper loading, blocking and bracing for International Shipments
 - (h) Affix to the container the proper placards identifying the type of hazardous material in the container (and arrange removal of placards at delivery point prior to release of the now empty container)

Stacktrain is not responsible for reviewing any shipping instructions provided by the Contract Holder or the Beneficial Cargo Owner for assigning commodities to a hazardous materials class or for verifying whether the commodity is subject to any hazardous materials regulation or is properly classified.

[Last Revised March 2015]

6.1.3 **Transmitting Information about Hazardous Materials Shipments**

The information required under Section 6.1.2(d) can be transmitted by facsimile to the Stacktrain Rail Billing Office or as an email attachment to railbilling@xpo.com.

[Last Revised May 2015]

6.1.4 **Consequences of Failure to Comply with Procedures**

Failure to disclose to Stacktrain the presence of hazardous materials or to comply strictly with the requirements for transporting hazardous materials shall relieve Stacktrain of any liability for loss or damage directly or indirectly caused to or by the hazardous materials and shall subject the Contract Holder to liability under the indemnification provisions of Section 11 of these Rules. Furthermore, any hazardous materials found to have been misdeclared may be warehoused at the risk and expense of the Contract Holder, its Beneficial Cargo Owner, the Consignor and the Consignee or destroyed without compensation. In addition to all other charges that may apply to that shipment and without limiting other remedies available to it, Stacktrain may assess and the Contract Holder will pay an administrative charge of (a) \$10,000 for any shipment of hazardous materials that is not declared as containing hazardous materials or (b) \$3,000 if declared as containing hazardous materials but not shipped, placarded and documented in strict accordance with these Rules and all applicable regulations. The Contract Holder may also be required to pay penalties and/or surcharges to the Participating Carrier for misdeclared shipments or compliance failures with respect to hazardous materials shipments.

[Last Revised September 2004]

6.1.5 **Leaking or Nuisance Containers or Cargo**

If any container is discovered leaking (whether or not the container contains hazardous materials), is odorous or has other apparent problems at a rail ramp or other facility, Stacktrain or the Participating Carrier may, but is not obliged to, notify the Contract Holder. If the Contract Holder requests Stacktrain or the Participating Carrier to handle the leak or other problem or fails to timely respond to the notification by Stacktrain, we will arrange for an independent contractor to repair the leak or problem and clean up and remediate any resulting spill, release or contamination at the facility. The Contract Holder will be responsible for paying the costs of such repair and remediation plus a reasonable administration fee if it or its BCO, Consignor or Dray Carrier is responsible for the leak or problem. The administration fee is based on a percentage of amounts charged by the independent contractor as follows: 15% on the first \$10,000 of charges; 10% on the next \$10,000 (i.e., amounts between \$10,001 and \$20,000 in total charges); and 5% for amounts over \$20,000.

[Last Revised September 2004]

6.1.6 **Surcharge for Hazardous Materials Shipments**

Stacktrain assesses a surcharge on shipments of hazardous material. The surcharge as of the date of these Rules for shipments moved through the Stacktrain ramp-to-ramp service is \$80 per shipment that contains 1,000 pounds or more of hazardous material, in addition to all applicable freight charges. For door movements, contact stacktrainrates@xpo.com for additional charges that will apply. Surcharges are applied to each shipment governed by the Department of Transportation's hazardous materials regulations, 49 CFR Parts 100 to 185. All intermodal equipment types and sizes are subject to the surcharge. The hazardous materials surcharge will appear as a separate line item in invoices sent to Contract Holders.

[Last Revised May 2015]

6.2. **RESTRICTED COMMODITIES**

6.2.1 **Rail Carrier Restricted Commodities**

The Participating Carriers will accept certain commodities in rail service only if prior arrangements are made and specific rates are available. These commodities are therefore RESTRICTED. In no event will it be permissible for any Restricted Commodity to be shipped on the Stacktrain network unless a special rate has been obtained and the other procedures in Section 6.2.4 are followed. For reference, attached as Appendix 1 to these Rules are excerpts of the Restricted Commodities provisions of the Intermodal Circulars published by CSX and UPRR, in effect on the date of these Rules. However, since the Rail Carriers may add or delete commodities to or from these lists, it is essential that Contract Holders be aware of all updates to these listings as well as the Restricted Commodity lists of the other Rail Carriers. Please see Section 6.2.4 for information about the process that applies to all Restricted Commodities transported on our network.

[Last Revised March 2015]

6.2.2 **Questions about a Commodity's Status**

If a Contract Holder wishes to transport a commodity and has any question as to whether that commodity is restricted, the Contract Holder should call the Stacktrain Customer Support Center directly at 1-800-876-7281 to determine whether the commodity is classified as restricted by the Rail Carrier. We will provide a written response to the Contract Holder's inquiry stating whether the commodity is a Restricted Commodity. If a Rail Carrier has reclassified a previously Restricted Commodity as unrestricted, the Contract Holder must still follow the process set forth in Section 6.2.4 below because the commodity may still be considered a Restricted Commodity by Stacktrain.

[Last Revised March 2015]

6.2.3 **Stacktrain Restricted Commodities**

IN ADDITION TO THOSE COMMODITIES RESTRICTED BY THE RAIL CARRIERS, Stacktrain has restricted certain other commodities on the Stacktrain network. Stacktrain may add other commodities to this list

of Restricted Commodities from time to time. As of the date of these Rules, additional Restricted Commodities defined by Stacktrain are as follows:

- (a) Scrap metal (in any form). Please note that scrap engine parts and blown aluminum scrap pieces are Prohibited Commodities and thus *may not* be transported using our network. In order to transport scrap metal, Stacktrain or the Rail Carrier must inspect the shipment. If the scrap metal is shrink-wrapped, bundled and further packaged on pallets, Stacktrain and the Rail Carriers may allow shipment of the scrap metal.
- (b) Cigarettes. Cigarettes may be shipped only if the shipments are protected from unexpected water damage by not less than a 2-mil polyethylene bag or liner.
- (c) Metal banding, which is defined as follows:

Bands of metal, ranging from 1/8 inch to 1.0 inch in width, reeled in a package, packaged in cardboard or paper with each reel not weighing more than 250 pounds. In order to transport metal bands, Stacktrain or the Rail Carrier must inspect the shipment. If the metal banding is further packaged on pallets, with 3 to 10 reels per pallet and a total combined pallet and reel weight of no more than 3,000 pounds, the Rail Carriers will allow shipment of the metal banding.
- (d) Spooled or reeled products subject to weight limitations such as cable, wire (not strapping or large bands of metal, which are Prohibited Commodities), paper, rope, cloth, plastic or other materials that are placed on a metal or wooden spool or reel and then wrapped around such spool or reel. To transport spooled or reeled products, Stacktrain or the Rail Carrier must inspect the shipment. Since spooled or reeled products may vary significantly in size, weight and other dimensions, it is difficult to provide general instructions for proper loading of such commodities. A Contract Holder wishing to ship spooled or reeled products should contact the Stacktrain Customer Support Center with further information about the dimensions of the spooled and reeled products to discuss proper packaging, loading, blocking and bracing of those products.
- (e) Dense metal items subject to weight limitations (including iron, steel, aluminum, brass, copper, magnesium, tin, etc.). A Contract Holder wishing to ship dense metal items should contact the Stacktrain Customer Support Center for further information about proper packaging, loading, blocking and bracing of those products.
- (f) Bulk wine, spirits or other liquids in bladders.
- (g) Bulk Commodities. The term “Bulk Commodities” refers to freight consisting of any liquid or nonliquid or gaseous or nongaseous commodity, shipped loose or in mass that in the loading or unloading thereof is ordinarily shoveled, scooped, forked, mechanically conveyed, siphoned or pumped and includes those Bulk Commodities that require ice, water or other liquid or corrosive substances to touch the container. Bulk Commodities must be transported in steel containers. The Contract Holder will be responsible for ensuring that only steel containers are loaded with Bulk Commodities.
- (h) Household goods. A copy of the form of agreement that the Contract Holder and the BCO must sign in order to ship household goods through Stacktrain is available on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com.
- (i) Shipments requiring protection from heat or cold. Please see Section 6.5 for more information.
- (j) Auto parts moving to or from Mexico (even if the rail movement ends at the United States/Mexico border).
- (k) Domestic shipments of consumer electronics. Please see Section 6.7 for more information.

These commodities are RESTRICTED, meaning they can be transported on the Stacktrain intermodal network only AFTER complying with the processes described in these Rules. For scrap metals, metal banding and spooled or reeled products, dense metal products or bulk liquids or commodities, the Contract Holder must

cause the Consignor to follow specific blocking and bracing guidelines in order to transport such commodities through the Stacktrain network.

Please see Section 6.2.4 for information about the process that applies to all Restricted Commodities transported on our network.

[Last Revised July 2009]

6.2.4 **Contract Holder Procedures for Restricted Commodities**

If a Contract Holder wishes to ship a Restricted Commodity, the Contract Holder must do the following:

- (a) Send an email to stacktrainrates@xpo.com;
- (b) Receive written approval from the Stacktrain Pricing Department allowing the Contract Holder to tender the Restricted Commodity and setting the rate for that Restricted Commodity. The Contract Holder should receive this approval BEFORE the Contract Holder tenders the commodity to Stacktrain for shipment. In no event will it be permissible for any Restricted Commodity to be shipped on the Stacktrain network unless a special rate has been established.
- (c) Receive the authority and approval of the Participating Carrier to transport the Restricted Commodity. Approval of the Participating Carrier is necessary for Restricted Commodities to ensure that the Contract Holder and Consignor have understood and will follow specific blocking and bracing guidelines for certain types of Restricted Commodities. The Contract Holder and the Consignor must have Participating Carrier approval BEFORE moving Restricted Commodities. When UPRR is the Participating Carrier, its approval should be obtained 72 hours before the Restricted Commodity is tendered for transportation.
- (d) If required, agree in writing to comply and to cause the Consignor and Beneficial Cargo Owner to comply with certain packaging, loading, blocking, bracing and securing requirements; indemnification obligations; and other limitations and provisions. These provisions may be set forth in a special agreement obtained through our Pricing Department.

Stacktrain and the Participating Carrier reserve the right to physically inspect shipments containing Restricted Commodities at any time during transportation.

[Last Revised May 2015]

6.2.5 **Consequences of Tendering Restricted Commodities**

Failure to disclose to Stacktrain the presence of Restricted Commodities or to comply strictly with the requirements for transporting Restricted Commodities shall relieve Stacktrain and the Participating Carrier of any liability for loss or damage directly or indirectly caused to or by the Restricted Commodities and shall subject the Contract Holder to liability under the indemnification provisions of Section 11 of these Rules. In addition to the special rate applicable to that commodity and all other charges that apply to that shipment and costs to repair, restore and decontaminate any container or chassis used to transport the Restricted Commodity and without limiting other remedies available to it, Stacktrain may assess and the Contract Holder will pay an administrative charge of (a) \$6,000 for any shipment of Restricted Commodities that is not declared as such or (b) \$3,000 if declared as containing Restricted Commodities but not shipped and documented in strict accordance with these Rules and all applicable regulations. The Contract Holder may also be required to pay penalties and/or surcharges to the Participating Carrier for misdeclared shipments or compliance failures with respect to Restricted Commodity shipments.

[Last Revised March 2005]

6.3. **PROHIBITED COMMODITIES**

6.3.1 **Rail Carrier Prohibited Commodities**

The Participating Carriers do not accept certain commodities in rail service at all. These commodities are considered PROHIBITED and may NOT be transported on the Stacktrain network. For reference, attached as Appendix 1 to these Rules are excerpts of the Prohibited Commodities provisions of the Intermodal Circulars published by UPRR and CSX, in effect on the date of these Rules. However, because UPRR or CSX may add or delete commodities to or from these lists, it is essential that the Contract Holder be aware of all updates to these listings as well as the Prohibited Commodity lists of the other Rail Carriers.

[Last Revised September 2004]

6.3.2 **Stacktrain Prohibited Commodities**

Although the Participating Carriers may allow the following commodities to be transported by rail, Stacktrain WILL NOT accept the following commodities for transportation on the Stacktrain network under any circumstances:

- (a) Hazardous Wastes (as described in Title 40, Code of Federal Regulations, Part 261)
- (b) Ammonium nitrate
- (c) The following hazardous materials, described in the Bureau of Explosives' Tariff 6000 series:
 - i. Liquid corrosive materials, in excess of 25% of total weight
 - ii. Explosives, Class 1.1, 1.2 or 1.5
 - iii. Nitrostarch, wet or dry
 - iv. Radioactive materials (as described in Item UFC 6000-A)
 - v. Sodium compounds (as covered by STCC 28-123 of STCC Tariff 6001-K)
- (d) Metal coils. Coiled metal products (including steel, aluminum, brass, copper, magnesium, tin, etc.) of any kind (EXCEPT metal banding that is inspected and approved as described in Section 6.2.3(c) or spooled or reeled products as defined in Section 6.2.3(d)) are PROHIBITED from transport on any portion of the Stacktrain network. A coil is defined as bands or straps of raw metal rolled in a circular figure other than as described or inspected in Sections 6.2.3(c) and 6.2.3(d).
- (e) Scrap engine parts
- (f) Steamrollers or other heavy road equipment
- (g) Blown aluminum scrap pieces

[Last Revised September 2004]

6.3.3 **Consequences of Tending Prohibited Commodities**

If a Contract Holder tenders a Prohibited Commodity in violation of this section, Stacktrain and the Participating Carrier shall not be liable for any loss or damage to the freight, and the Contract Holder shall be obligated to provide defense and indemnification under Section 11. If the Contract Holder uses Stacktrain equipment to ship any Prohibited Commodity, in addition to all other charges that may apply to that shipment, including any Participating Carrier charges and repair, decontamination and restoration costs for damaged containers and/or chassis, and without limiting other remedies available to Stacktrain, the Contract Holder will pay Stacktrain an administrative charge of \$10,000 for each container used to transport a Prohibited Commodity.

[Last Revised September 2004]

6.4. **STACKTRAIN HOLD PROCEDURES FOR PROHIBITED COMMODITIES**

We will perform an electronic search for keywords that will identify Prohibited Commodities and may place a HOLD on containers suspected to contain Prohibited Commodities. When a HOLD is placed on a container, such container is not permitted to be moved by rail until a physical inspection is made of the container and its contents or until Stacktrain determines to release the hold. Usually, the local Rail Carrier damage prevention

expert conducts this physical inspection; however, if such person is not available in a timely manner, Stacktrain or the Participating Carrier may engage other qualified inspectors to determine whether the container and freight are qualified and approved for transportation by rail. The standard time for this inspection process is 24 hours.

After the blocking, bracing and loading of a Restricted Commodity by a particular Beneficial Cargo Owner is inspected and approved for movement, future shipments of that Restricted Commodity for that BCO will only be subject to spot checks every 30 to 45 days to verify continued safe loading, blocking and bracing.

If it is determined during the physical inspection that Prohibited Commodities are in the container, that container WILL NOT MOVE on the rail network. If the inspector determines that the container containing Prohibited Commodities is safe for highway movement, then the Contract Holder must arrange for the container to be drayed off the rail terminal. Stacktrain and the Participating Carriers reserve the right to hold the container (during which time per diem, terminal storage and other charges will continue to accrue) until any charges assessed in accordance with Section 6.2.5 are paid. The Contract Holder will obtain all approvals issued after the inspection in writing and retain a written record of such approvals. All inspections, drayage off the terminal, transloading, repackaging, blocking, bracing and other activities to address the Prohibited Commodities will be at the Contract Holder's expense.

[Last Revised March 2015]

6.5. **TEMPERATURE-CONTROLLED SHIPMENTS**

The Contract Holder is responsible for providing or arranging for the provision of any tarpaulins, specialized equipment or protective services needed to protect a shipment against heat, cold, the elements in general or otherwise. Stacktrain does not generally operate, maintain, repair, inspect or refuel refrigerated container equipment (including the containers and generator sets), or warrant or guarantee its working order, performance, condition or repair.

If a Contract Holder wants to transport shipments requiring protection from heat or cold through the Stacktrain network, which are Restricted Commodities, the Contract Holder must follow the processes set forth in Section 6.2.4.

If we agree to transport temperature-controlled shipments, then the Contract Holder will have to sign a special agreement regarding such temperature-controlled shipment in addition to the Transportation Agreement. Under this special agreement, the Contract Holder acknowledges and agrees for itself, the Beneficial Cargo Owner, the Consignor, the Consignee and others (a) that we will not be liable for the performance, condition, inspection, refueling or return of the temperature-controlled equipment or for commodities shipped using temperature-controlled equipment; and (b) to indemnify Stacktrain from Losses relating to the commodities requiring temperature-controlled services, their shipment on the Stacktrain network, and the temperature-controlled equipment or its mechanical failure.

[Last Revised September 2004]

6.6. **SPECIAL HANDLING**

The Contract Holder must make prior arrangements, at its expense, where a shipment's weight, vehicle dimension requirements, or dangerous characteristics require special permits, bonds, escorts or other handling. The Contract Holder must obtain a SRQ or other written approval from the Stacktrain Pricing Director before tendering any shipment requiring such special handling. By tendering a loaded container for transportation by Stacktrain, the Contract Holder warrants that it has obtained or provided for all required permits, bonds, escorts or other special handling. If the Contract Holder fails to comply with the foregoing procedures, the Contract Holder must provide indemnification for its failure in accordance with Section 11.

[Last Revised September 2004]

6.7. CONSUMER ELECTRONICS

The maximum liability for domestic shipments of consumer electronics has been reduced to US\$100,000 for cargo loss or damage occurring during transportation on UPRR and CSX. Contract Holders and their BCOs who wish to maintain maximum liability coverage of US\$250,000 must participate in a theft deterrent program and comply with the following requirements:

- (a) obtain SRQ from Stacktrain that includes the applicable high value STCC code and states that UPRR and CSX cargo liability of \$250,000 will apply;
- (b) include the following in the rail billing:
 - i. the high value STCC code;
 - ii. the indicative (non-keyed) theft deterrent barrier seal number. Contract Holder must submit the unique lock assembly/pin number, not the number listed on the seal itself; and
 - iii. commodity description and piece count.
- (c) in addition to compliance with MITA Items 340 and 345-F (UPRR's Intermodal Circular), apply and remove a theft deterrent barrier seal. A theft deterrent barrier seal is defined as an individually numbered seal designed to prevent entry into the container/trailer by ordinary seal removal techniques, such as bolt cutters. Furthermore, a theft deterrent barrier seal must either wrap around the locking bars and/or enclose the hasp mechanism on the right door of the container/trailer. Examples of theft deterrent barrier seals include the Sealock (Model SU2009) the ISO Lock, Navalock, OneSeal (Hair-Pin 2000 or Hardened Bar Lock) and War-Lok (IB-10 or IR-20).
- (d) use a numbered seal and record the seal number on the bill of lading or shipping instructions and submit the unique lock assembly pin number as the seal number.
- (e) take a digital, date-stamped photographs showing container number and seal application with close-up photo of theft deterrent barrier seal with the number visible.
- (f) maintain for a minimum of nine (9) months a written record of the date and time of the application of the seal(s), the identity and signature of the person applying the seals, and the photographic evidence outlined above.

Any Contract Holder who wishes to ship consumer electronics on the Stacktrain network **must obtain a SRQ specifically for the consumer electronics shipments and the applicable BCO**. Compliance with all of the foregoing procedures is required to allow Stacktrain to pass through the high value STCC code to the UPRR and/or CSX. **Without a specific SRQ that specifically states that UPRR and/or CSX cargo liability of US\$250,000 will apply, transmission of the high value STCC code on the rail billing and compliance with the other procedures, the maximum cargo liability for domestic shipments of consumer electronics will be US\$100,000.**

Generally consumer electronics means a final product made of various electronic components that contain an electronic circuit board intended for everyday use. Examples of Consumer Electronics would include; televisions, cameras, digital cameras, PDAs, calculators, VCRs, DVD players, video game systems (Xbox, Playstation, Wii, etc.), GPS navigation devices, CD players, clocks, audio devices, stereos (including car stereos), satellite radios and accessories, telephones, mobile phones, computers (personal or commercial), monitors, laptops, portable audio devices (Ibods, MP3s, etc.), headphones, camcorders, any peripheral devices that may be attached to a computer, e.g., disk drives, printers, scanners, mice and modem.

[Last Revised May 2015]

6.8. REJECTION OF SHIPMENTS

Stacktrain, as well as the Participating Carriers, reserves the right to reject any shipment that does not comply with the provisions of the Transportation Agreement, including these Rules. Failure of Stacktrain or the

Participating Carriers to reject a shipment does not constitute a waiver of the Contract Holder's liability or of the right of Stacktrain to seek indemnity from the Contract Holder for noncompliance with its obligations or to exercise other rights and remedies. Nor does it cause Stacktrain or the Participating Carrier to be responsible for any Loss related to such shipment.

[Last Revised September 2004]

7. LOADING STANDARDS

7.1. CONTRACT HOLDER'S RESPONSIBILITY FOR LOADING, BLOCKING AND BRACING

The Contract Holder has the responsibility to ensure that the freight is packaged, loaded, secured, blocked and braced within the container in a manner to prevent shifting during intermodal transportation in accordance with these Rules and the applicable Intermodal Circular and to minimize damage to the freight, container and other transportation equipment while in intermodal service. The Contract Holder will cause the Consignor, Beneficial Cargo Owner or Dray Carrier to wrap commodities with waterproof materials to prevent wet damage to the freight in transit. Upon notification from Stacktrain or the Rail Carrier, the Contract Holder will cause the Consignor or BCO to use tarpaulins to prevent wet damage to the freight in transit.

If the freight includes hazardous materials or Restricted Commodities, the Contract Holder is also responsible for causing the Consignor to comply with any special packaging, loading, blocking and bracing requirements of the Rail Carrier applicable to such shipment and governmental regulations governing the handling or transportation of such materials or commodities.

By tendering a loaded container for transportation by Stacktrain, the Contract Holder warrants that the shipment is properly loaded, secured, blocked and braced for intermodal transportation in accordance with these Rules, including the Intermodal Circulars and other requirements mentioned in these Rules.

[Last Revised September 2004]

7.2. ASSISTANCE AVAILABLE FOR LOADING QUESTIONS

Contract Holders, Consignors or BCOs with questions about proper loading, blocking and bracing techniques should contact the XPO Loss Prevention Department to arrange for further guidance, diagrams, on-site visits and other assistance from the Participating Carrier's damage prevention specialists. For contact information for the Loss Prevention department, please see the Contact Us page of our website.

[Last Revised March 2015]

7.3. COMPLIANCE WITH AAR AND OTHER LOADING STANDARDS

Freight is to be secured in such a manner to prevent it from shifting in any direction, including crosswise or lengthwise, during intermodal transportation where it would affect safe weight distribution or position in the container. Unless otherwise authorized by Stacktrain in writing, freight must be packaged, loaded, blocked, braced and secured in accordance with AAR standards, individual Rail Carrier standards and all other applicable standards. The *Intermodal Loading Guide for Products in Closed Trailers or Containers* and various other publications of the AAR provide guidance on appropriate loading, blocking and bracing techniques. For a complete listing of Damage Prevention and Loading Services publications, contact Railinc at 919-651-5000 or www.railinc.com, or contact the AAR:

The Association of American Railroads
50 F Street NW
Washington, DC 20001-1564
202-639-2100

Stacktrain can provide the Contract Holder with the loading standards of the Participating Carrier.

[Last Revised September 2004]

7.4. **UNIFORM WEIGHT DISTRIBUTION; WEIGHT OF LADING; GROSS & AXLE OVERWEIGHT CONDITIONS**

Containers are designed for uniform weight distribution. Freight weight in containers must be evenly distributed both crosswise and lengthwise. It must be equally distributed between the rear tires and the kingpin. The gross weight of the container and its contents should not under any circumstances exceed state and federal laws governing weight or the prescribed carrying weight of the container or the limit set forth in the equipment manufacturer's plates or Intermodal Circulars. The weight of the lading may not exceed following specified weights for the length of container set forth in the following chart:

Nominal Length (ft.)	Maximum Gross Weight (lbs.) (Lading Plus Tare)**
53'	67,200
48'	67,200
45'	67,200
40'	67,200
20'	52,900

** Maximum weights as defined in current AAR Specification M 930-98 for containers (effective 11/1/98), and subject to revisions thereto.

The total weight of the trailer on stanchion must not exceed 65,000 lbs.

The placement of the axles on the chassis used for the delivery of the container from the destination rail terminal to the final destination may differ from the axle placement on the chassis used for pick-up from the consignor to the origin rail terminal. Contract Holders are responsible for causing the Consignor to take this into consideration when loading the container.

Neither Stacktrain nor the Participating Carriers will be responsible for any weight violation. Contract Holders will be responsible for all costs arising out of the overweight condition of the equipment, including fines or penalties charged by a governmental authority, repair of damaged equipment, storage, redelivery charges, loss or damage to freight, and adjustment and transload services and other amounts described in Section 7.9.

[Last Revised March 2015]

7.5. **LOADING CONCENTRATED, HEAVY SHIPMENTS**

In loading heavy or concentrated-weight commodities, no more than 25,000 pounds may be distributed over any 10 linear feet and no more than 2,500 pounds may be distributed over any linear foot within the container. On freight with small supporting bases, no more than 3,500 pounds may be concentrated on a floor area of less than 25 square inches (minimum dimension 3.1 inches by 8 inches), with such areas no closer than 35 inches to one another.

[Last Revised August 2008]

7.6. LOADED FORKLIFTS AND FLOOR RATING

The Contract Holder must prevent the Consignor or Beneficial Cargo Owner from using forklifts or other equipment, when loaded or empty, that exceeds the floor rating of the container being loaded. The floor rating, which is the maximum weight that the floor can support, of each type of equipment in the Stacktrain fleet is available on its website under Intermodal Equipment on the Equipment tab of the Intermodal section of the XPO website at www.xpo.com. On newer containers, the floor rating may also be found on the door of the container. The Contract Holder will be responsible for any personal injury or damage to Stacktrain equipment, freight and other property caused by using forklifts or other equipment that when loaded exceed the container's floor rating.

The following chart shows certain typical floor ratings of Stacktrain containers and the corresponding maximum forklift capacity rating that may be used to load such containers, assuming that the forklift is not loaded in excess of its capacity rating.

<u>Floor Rating/Front Axle Load</u> <u>(in pounds)</u>	<u>Forklift Capacity Rating</u> <u>(in pounds)</u>
12,000	5,000
18,000	8,000
20,000	9,000
24,000	10,000

[Last Revised September 2004]

7.7. AVOIDANCE OF DOOR PRESSURE

Container doors are not designed or constructed to restrain longitudinal movement of freight under normal railroad operating conditions. Freight must be loaded and restrained adequately to prevent it from exerting excessive pressure against the doors, walls, or ends of the containers that might cause their failure.

[Last Revised September 2004]

7.8. CONTRACT HOLDER'S RESPONSIBILITY FOR COMPLIANCE WITH INTERMODAL SAFE CONTAINER ACT AND SIMILAR LAWS

The Contract Holder will cause the Consignor to ensure that the container, when loaded, complies with applicable highway weight laws and the Intermodal Safe Container Transportation Act of 1992, as amended and in effect at the time of shipment. If a Dray Carrier is cited and fined for noncompliance with highway weight laws, that Dray Carrier will have the right to recover its incurred costs from the Contract Holder, Consignor or Beneficial Cargo Owner who caused the container to be overloaded or improperly loaded.

[Last Revised September 2004]

7.9. CONSEQUENCES OF IMPROPER OR INADEQUATE LOADING, BLOCKING AND BRACING; OVERLOADING OR OVERWEIGHT STATUS

If a loaded container, while in transit, is deemed unsafe for movement due to load shift, leakage or container damage that is determined to have been caused by improper or inadequate packaging, loading, blocking or bracing of the container; overloading or overweight status; or otherwise as a result of the Contract Holder's, Consignor's or Beneficial Cargo Owner's use of the container, the Contract Holder will be responsible for payment of an administrative charge of \$600 per container in addition to all expenses, including repair of any damaged equipment; freight loss and damage; reloading, transfer and clean-up services; repacking, storage, driver waiting and detention charges; per diem charges for that equipment; and any replacement or additional

equipment, scale charges; fines and penalties; and any charges assessed by the Participating Carriers. The Contract Holder will also be subject to liability under the indemnification provisions of Section 11 of these Rules.

[Last Revised August 2008]

7.10. **ACCEPTANCE OF CONTAINER NOT A WAIVER**

Stacktrain, as well as the Participating Carriers, reserves the right to reject any container that does not comply with the provisions of the Transportation Agreement, including these Rules. Acceptance of a sealed container by a Participating Carrier for transportation does not constitute a waiver of the Contract Holder's liability or of the right of Stacktrain to seek indemnity from the Contract Holder for noncompliance with its obligations or to exercise other rights and remedies. Nor does it cause Stacktrain or the Participating Carrier to be responsible for any Loss related to such shipment. The presence during loading or participation by an employee or agent of Stacktrain or any Participating Carrier shall not in any way change or lessen the Contract Holder's (or the Beneficial Cargo Owner's or the Consignor's) responsibility to properly and adequately package, load, unload, secure, block and brace the freight within the container in accordance with these Rules, including the Intermodal Circulars and other requirements mentioned in these Rules.

[Last Revised September 2004]

7.11. **NO LOADING LIABILITY BY STACKTRAIN OR THE CARRIERS**

Neither Stacktrain nor the Participating Carriers shall have any responsibility or liability for damage to equipment or freight due to improper or inadequate packaging, loading, unloading, blocking or bracing of the freight within the container.

[Last Revised September 2004]

7.12. **OVERDIMENSIONAL EQUIPMENT AND SHIPMENTS**

If a Contract Holder wishes Stacktrain to transport commodities that exceed the width, height or length of the standard dimensions of intermodal containers supplied by Stacktrain, the Contract Holder must obtain a SRQ for the overdimensional shipment and the prior approval of the shipment by Stacktrain. The standard dimensions of Stacktrain containers can be found under Intermodal Equipment on the Equipment tab of the Intermodal section of the XPO website at www.xpo.com.

The Contract Holder should not seek to transport the overdimensional shipment at rates applicable to standard-sized shipments. If it is determined that an overdimensional shipment is actually shipped under rates other than the special SRQ rates for overdimensional shipments, in addition to all other charges that may apply to that shipment and without limiting other remedies available to Stacktrain, the Contract Holder will have to pay overdimensional rates plus an administrative charge of \$1,000 for each misdeclared shipment. The Contract Holder will also provide indemnification in accordance with Section 11 for any Loss resulting from the transportation of overdimensional shipments or failure to comply with the Transportation Agreement, including these Rules.

[Last Revised July 2009]

7.13. **HEAVY WEIGHT SURCHARGE**

Containers that exceed the maximum weight threshold in Section 7.6 shall be subject to a fee of \$600.00.

Heavy Weight Surcharge: Effective October 1, 2014, Contract Holder will be assessed a heavy weight surcharge for certain westbound containers.

1. 20 ISO westbound containers that have a lading weight in excess of 22 net tons (44,000 pounds or 20 metric tonnes) will be assessed a heavy weight surcharge of \$200 per container.
2. 40 and 45 ISO westbound containers that have a lading weight in excess of 26 net tons (52,000 pounds or 23.6 metric tonnes) will be assessed a heavy weight surcharge of \$300 per container.

The heavy weight surcharge will be assessed on all containers meeting these requirements. The heavy weight surcharge will be billed in addition to the rate for the shipment and all other fees and surcharges.

[Last Revised March 2015]

7.14. **WOOD PACKAGING MATERIALS**

Federal regulations (7 CFR Part 305) require that all wood packaging material (“WPM”) used for blocking, bracing, crating, dunnage, pallets or packaging of shipments imported into or exported from the United States be heat-treated to 56 degrees C (133 degrees F) for a minimum of 30 minutes, or fumigated with methyl bromide. The treated status of the WPM must be confirmed by a stamp of the applicable logo of the International Plant Protection Convention Secretariat, a part of the Food and Agriculture Organization of the United Nations. An example of the logo can be found in Revision No. 15 of the International Standards for Phytosanitary Measures, Regulation of Wood Packaging Material in International Trade (2009) publication-series (the “ISPM Regulations of WPM”).

In the event Stacktrain or the Participating Carrier are advised by any governmental agency that a shipment is not compliant with the ISPM Regulations of WPM, Stacktrain or the Participating Carrier will handle the railcar or cargo container containing the WPM as well as the Shipment in accordance with section 4.6 of the ISPM Regulations of WPM, or as Stacktrain or the Participating Carrier are directed to handle the shipment by a governmental agency. Stacktrain will notify the Contract Holder or the shipper of record noted on the bill of lading of the Shipment's disposition.

Contract Holder is solely responsible for reimbursing Stacktrain and the Participating Carriers for any Losses incurred by or assessed against Stacktrain and the Participating Carrier resulting from the presence of any non-compliant WPM in a Shipment. In addition to the freight charges, we will bill the Contract Holder for any Losses incurred by Stacktrain and the participating Carrier pertaining to the presence of the non-compliant WPM.

[Last Revised May 2015]

8. EQUIPMENT

8.1. **ORDERING EMPTY CONTAINERS**

8.1.1 **Equipment Reservation Contact Information**

For equipment reservations in the United States, Canada and Mexico, Contract Holders should do either of the following:

- (a) use our equipment reservation system (“ERS”), a web-based online equipment reservation system, accessible through the Customer Tools section after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com. A user ID and password are required to use our ERS system and can be obtained by sending an email to plswebsecurity@xpo.com, or by contacting one of our Equipment Reservation Specialists via phone or e-mail. Contract Holders with authorized user IDs and passwords are able to request, modify or cancel equipment reservations online, as well as view

the status of existing reservations and the availability of empty equipment in container yards and ramps in all cities.

- (b) call toll free 877-816-1810 for additional information on how to order equipment or see the Equipment section of the Information page of our website.

[Last Revised May 2015]

8.1.2 **Necessity of Equipment Reservation Number**

When a Contract Holder reserves equipment, we will provide the Contract Holder with an ERS reservation number and a container number or an equipment release number. The Dray Carrier must present the reservation number and the container or release number when picking up the empty container at the Stacktrain facility, before the expiration of the reservation. Empty containers will not be released to a Dray Carrier providing drayage services without these two numbers or after the expiration of the reservation.

[Last Revised March 2015]

8.2. **PICKUP RULES**

Other than Western Region, Laredo, TX and Santa Teresa, TX, which are covered below, the Contract Holder has until 11:59 p.m. local time on the second working day after the day on which the reservation is made to pick up an empty container reserved by it, unless otherwise specified through our ERS system. In other words, the Contract Holder, unless otherwise specified through our ERS system, has the day of reservation and one more working day to arrange for the empty container to be picked up. For example, if the reservation is made anytime on Tuesday, the Contract Holder will have until 11:59 p.m. local time on Thursday to pick it up. If the container is reserved on a Friday or Saturday, it must be picked up by 11:59 a.m. local time the next Tuesday.

Containers reserved in the Western Region (including Los Angeles, Oakland and Lathrop, California) generally must be picked up before 6:00 a.m. local time on the next day after the reservation is made. For example, if the reservation is made anytime on Tuesday, the Contract Holder will have until 6:00 a.m. local time on Wednesday to pick it up. Friday and Saturday reservations must be picked up before 6:00 a.m. Monday. At container yards in California (Los Angeles, Oakland and Lathrop), reservations and the associated container number / equipment release number generally are valid only until the container yard facility closes for the day. Dray Carriers picking up a container when the container yard opens the next morning must have a new container number / equipment release number.

Containers reserved at Laredo and/or Santa Teresa, TX Contract Holder will have until 11:59 local time same day to arrange for the empty container to be picked up.

Each equipment reservation made through our ERS system will be assigned a specific expiration time, which is communicated in the Stacktrain reservation confirmation sent by e-mail. Contract Holders may also review the expiration time online in our ERS system. We reserve the right to collect an administrative charge of \$25 from the Contract Holder for each equipment reservation that expires before the equipment is picked up or any small-box reservation that is not cancelled within 4 hours of creation. Contract Holders may request to have their reservation expiration time extended by calling an Equipment Reservation Specialist at 877-816-1810. If the extended reservation expiration time is approved, the updated date/time will be shown in our ERS system. See Section 8.6.2 for more information on our small-box reservation charges and policies.

Contract Holders will be notified immediately via email whenever one of their reservations expires before the equipment is picked up. Incurred expired reservation charges will be invoiced to Contract Holders in two-week billing cycles. The expired reservation charges are intended to discourage excessive over-reserving. The Contract Holder has the ability to dispute any such charges through the web-based interface on our website from the time the charge is incurred up until one full week following the close of the two week billing cycle. In addition, the Contract Holder will be provided a number of allowances for each billing cycle, each of which can be used through the website to void one expired reservation charge during that billing cycle. The Contract Holder's allowances are based on a percentage of the number of out-gated reservations from the prior billing

period. The expired reservation charges are intended to discourage excessive over-reserving, and those Contract Holders that are able to remain within the allotted number of allowances will not receive an invoice for that billing period.

[Last Revised May 2015]

8.3. **CHASSIS WITHOUT CONTAINERS**

We will entertain requests by its Contract Holders to provide Stacktrain chassis for use with containers not supplied by Stacktrain on a case-by-case basis, provided that the chassis and containers will be used for transportation on the Stacktrain network. The Contract Holder should contact XPO Intermodal Customer Service if interested in picking up a bare Stacktrain chassis for use with the Contract Holder's containers and subsequent loaded movement via XPO Intermodal. Please see Section 8.12 for terms and conditions regarding use of Stacktrain chassis with Non-Stacktrain equipment. Please see Section 8.7.2 for charges that apply if our chassis are routed outside our network.

[Last Revised March 2015]

8.4. **INTERCHANGE OF EQUIPMENT**

8.4.1 **Equipment Interchange and Safety Inspection Form**

An equipment interchange and safety inspection form or similar document will be required and completed at the time any Stacktrain container arrives at or leaves a terminal through a gate. The Contract Holder should instruct its Dray Carriers not to exit the terminal gate if the information in the equipment inspection report ("EIR") is inaccurate or incomplete and to contact the Stacktrain local terminal representative if the terminal or container yard personnel are refusing to note accurately or completely the condition of the equipment on the EIR. Contact information for local terminal representatives can be found on the Contact Us page of our website.

The condition of the Stacktrain equipment, as reported on the inspection form (or similar document), shall be conclusive in the absence of clear and convincing evidence that the inspection form was inaccurate or incomplete. The dates, times and information shown on the EIR may be used for, among other matters, determining free time, assessing equipment use charges, verifying damage to equipment and assessing the condition of the Stacktrain equipment with respect to freight claims.

[Last Revised March 2015]

8.4.2 **Dray Carrier Required to Have Valid UIIA, Including Stacktrain and Addendum**

Stacktrain equipment may be interchanged only to Dray Carriers who have executed a valid and effective UIIA, including the Stacktrain addendum to the UIIA. The UIIA and our addendum are available at www.uiia.org.

The Dray Carrier must be a subscriber to the Uniform Intermodal Interchange Association and is liable for compliance with all the terms and conditions of the UIIA, including our addendum. Motor carriers should contact the UIIA in Greenbelt, Maryland, at 301-474-8700 if they have issues with the UIIA and/or our addendum. We reserve the right to suspend or terminate our UIIA, including our addendum thereto, with any Dray Carrier for nonpayment of equipment use charges or other invoices, misuse of our equipment and other reasons, as permitted under the UIIA.

Notwithstanding the foregoing provisions of this paragraph, our equipment interchanged without a fully executed UIIA, including all applicable equipment provider addenda will nevertheless be subject to the provisions of these Rules and the UIIA, as amended by such addenda.

[Last Revised March 2015]

8.4.3 **Consequences of Dispatch to Dray Carrier with No UIIA**

The Contract Holder agrees not to dispatch a Dray Carrier to pick up or deliver Stacktrain equipment if the Dray Carrier does not have a valid and effective UIIA, including the Stacktrain addendum. If the Contract Holder

dispatches such a Dray Carrier, the Contract Holder will be jointly and severally liable with the Dray Carrier to Stacktrain for all charges that would be due to Stacktrain from the Dray Carrier under the UIIA (including the Stacktrain addendum), whether or not such charges are the fault of or otherwise attributable to the Dray Carrier or Contract Holder. These charges may include but are not limited to charges related to equipment per diem; transloading of freight; damage and repair to equipment; and lost, stolen or destroyed equipment.

[Last Revised March 2015]

8.5. **BUSINESS RULES FOR PER DIEM CHARGES**

8.5.1 **Direct Interchanges**

A direct interchange occurs when possession and control of Stacktrain equipment is transferred directly from a Dray Carrier to another Dray Carrier without the return of the equipment to a rail terminal or container yard, or when, after completion of a move for a particular Contract Holder, the Dray Carrier performs a new move for a different Contract Holder using the same unit of equipment. Stacktrain has implemented a web-based equipment management system that allows online input and tracking of direct interchanges. To facilitate the proper assessment of per diem charges and to track the equipment's location when out-gated, Dray Carriers or the Contract Holders that engage Dray Carriers are required to enter direct interchanges into the web-based system. The system is accessible by logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com. In effect, a direct interchange that is properly entered into the system and approved splits the delivery and unloading of the equipment at destination and the equipment's reloading and return to the ramp into two separate events. The loaded equipment delivered at destination will be subject to the load/empty free time rules set forth in Section 8.6.3(c). The emptied equipment that is reloaded will be subject to the empty/load free time rules set forth in Section 8.6.2(b). The system allows Contract Holders and Dray Carriers to enter, modify, delete and view direct interchanges online.

The rules applicable to direct interchanges of Stacktrain equipment are as follows:

- (a) Either the Contract Holder or the Dray Carrier that out-gates the Stacktrain equipment has the ability to enter a direct interchange for that equipment into the system.
- (b) Any direct interchange involving a change in Dray Carrier requires the second Dray Carrier to approve the direct interchange. Failure to approve may result in the original (i.e., out-gating) Contract Holder being responsible for all applicable per diem charges and for any equipment damage that occurs after the unit is outgated.
- (c) Direct interchanges involving a change in Contract Holder *only* do not require approval.
- (d) Direct interchanges are not allowed on containers that are out-gated empty. Entering a direct interchange on containers that are out-gated empty may subject the Contract Holder or Dray Carrier to the empty/empty charge set forth in Section 8.6.2(d).
- (e) Direct interchanges must be entered into the system and approved prior to the in-gate of the container.
- (f) The container must be in an out-gate status to perform a direct interchange.
- (g) Only 53-foot containers are eligible for direct interchanges.
- (h) Any direct interchange problems experienced on the Stacktrain website should be communicated to Per Diem Group at our Chicago terminal at chics@xpo.com.

[Last Revised May 2015]

8.5.2 **Other Business Rules**

In connection with Stacktrain ramp-to-ramp service, the rules for assessing Contract Holders for per diem use charges in situations other than direct interchanges are as follows:

- (a) In the case of Stacktrain equipment out-gated empty and returned loaded, the Contract Holder responsible for loading and returning the container will be assessed any applicable per diem charges.

- (b) In the case of Stacktrain equipment out-gated loaded and returned empty, the Contract Holder responsible for out-gating the load will be assessed any applicable per diem charges.
- (c) In the case of Stacktrain equipment out-gated loaded and return loaded, both by the same Contract Holder, that Contract Holder is responsible for any applicable per diem charges.
- (d) In the case of Stacktrain equipment out-gated loaded and returned loaded, where the loads are for two different Contract Holders and a direct interchange is not performed as required in Section 8.5.1, the Contract Holder responsible for per diem charges when the equipment was originally out-gated will remain responsible for the per diem charges.

[Last Revised March 2015]

8.6. EQUIPMENT PER DIEM USE CHARGES

8.6.1 Definitions

When used in this Section 8, the following terms shall have the meanings set forth below:

“Stacktrain equipment” or “Stacktrain containers” or “Stacktrain chassis” means containers and/or chassis owned or controlled (i.e., through leases or other contractual arrangements with the equipment owner) by XPO. Stacktrain equipment may include chassis and/or containers supplied by our Contract Holders (such as ocean carriers) under contractual arrangements allowing us to reload the containers with Domestic Shipments of other Contract Holders.

“Discharge” means discharge from the train, often referred to as “grounding.”

“Holiday” means any of the following days determined by the geographic location of the equipment:

United States

New Year’s Day	Presidents Day (<i>small box only</i>)
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Eve Day	Christmas Day

Canada

New Year’s Day	Victoria Day
Canada Day	Civic Holiday
Labor Day	Thanksgiving Day
Christmas Eve Day	Christmas Day
Boxing Day	

Mexico

New Year’s Day (Jan. 1)	Mexico Constitution Day (Feb. 4)
Benito Juarez Day (Mar. 17)	Thursday before Easter (Holy Week)
Good Friday	Primerio de Mayo (May 1)
Mexican Independence Day (Sept. 16)	Mexican Revolution Day (Nov. 20)
Christmas Eve Day	Christmas Day

We may revise the Holidays and/or provide guidance about operating hours in connection with Holidays via Stack Facts notices and/or publication on our website.

“Working days” do not include Saturdays, Sundays or Holidays.

[Last Revised March 2015]

8.6.2 **Per Diem Equipment Use Charges**

Unless otherwise agreed to in writing by us, the following sets forth the free time periods and use charges that apply after expiration of free time assessed for use of Stacktrain equipment for our ramp-to-ramp services.

53’ Equipment (Big Box)

EMPTY to LOAD (day of outgate plus 1 day)	Day of Outgate	Last Free Day
	Monday	Tuesday
	Tuesday	Wednesday
	Wednesday	Thursday
	Thursday	Friday
	Friday	Saturday
	Saturday	Sunday
	Sunday	Monday

LOAD to EMPTY (day of notify)	Day of Notify	Last Free Day
	Monday	Monday
	Tuesday	Tuesday
	Wednesday	Wednesday
	Thursday	Thursday
	Friday	Friday
	Saturday	Saturday
	Sunday	Sunday

LOAD to LOAD (day of notify plus 2 days)	Day of Notify	Last Free Day
	Monday	Wednesday
	Tuesday	Thursday
	Wednesday	Friday
	Thursday	Saturday
	Friday	Sunday
	Saturday	Monday
	Sunday	Tuesday

CHARGES (day = 0001 hrs thru 2400)		
	Day 1 – 10	\$20 each
	Day 11 -20	\$50 each
	Day 21 +	\$100 each

LOADS	
	Usage begins with rail Notification. Notifications that occur on a Holiday will be effective on the following day.

EMPTIES	
	Usage begins at the time of out-gate of the empty equipment

20’/40’/45’ Equipment (Small Box)

Stacktrain charges \$25 for each equipment reservation that expires or is cancelled later than 4 hours after creation, as outlined below.

- Reservations are valid from the day the reservation is filled:
 - Monday-Thursday filled reservations are valid from the day filled until 11:59 PM of the following day.
 - Friday filled reservations are valid from Friday until 11:59 PM Monday.

- Any reservation cancelled within 4 hours of creation will not be charged.
- Any reservation cancelled after 4 hours of creation will be charged \$25.
- Any reservation that expires without the container being picked up will be charged \$25.

EMPTY to LOAD (day of out-gate plus 4 days)	Day of Out-Gate	Last Free Day
	Monday	Friday
	Tuesday	Monday
	Wednesday	Tuesday
	Thursday	Wednesday
	Friday	Thursday
	Saturday	Thursday
	Sunday	Thursday

LOAD to EMPTY (day of out-gate plus 4 days)	Day of Out-Gate	Last Free Day
	Monday	Friday
	Tuesday	Monday
	Wednesday	Tuesday
	Thursday	Wednesday
	Friday	Thursday
	Saturday	Thursday
	Sunday	Thursday

LOAD to LOAD (day of out-gate plus 4 days)	Day of Out-Gate	Last Free day
	Monday	Friday
	Tuesday	Monday
	Wednesday	Tuesday
	Thursday	Wednesday
	Friday	Thursday
	Saturday	Thursday
	Sunday	Thursday

CHARGES	
	Free time allowed: Day of outgate plus 4 days. \$30 per day after “Free Time” expires (no escalation) Weekends and Holidays as noted below are excluded.

LOADS	
	Usage begins with rail Notification. Notifications which occur on holiday will be effective on the following day

EMPTIES	
	Usage begins at the time of out-gate of the empty equipment

[Last Revised May 2015]

8.6.3 **Alaska Movements**

Stacktrain equipment (as defined above) should not be moved to Alaska. Any Stacktrain equipment transported to Seattle or another location and moved beyond in violation of this restriction will be subject to the free time and the per diem charges set forth in Section 8.6.2. Any agreements or exceptions in effect before April 11, 2005, that would allow Stacktrain equipment to move to Alaska outside such standard free time and per diem charges are rescinded. Any Stacktrain equipment moved to Alaska will be charged our standard per diem charges and may be subject to the adverse movement charge set forth in Section 8.7.2.

[Last Revised May 2015]

8.6.4 **Updates and Revisions**

Updates and revisions to the per diem use charges will be communicated via Stack Facts notices and posted on our website and/or set forth in these Rules and will apply to equipment out-gated or for which notification or discharge is given after the effective time of the update or revision. The update or revision will become effective as to equipment out-gated after the effective date of the update or revision specified in the Stack Facts.

[Last Revised June 2005]

8.7. **EQUIPMENT MISUSE RULES AND CHARGES**

8.7.1 **Cross-Over Charge**

A “cross-over” occurs when Stacktrain equipment is returned to a Stacktrain network location that is not the same as the location from which it was taken or to a different location that has not been approved by Stacktrain before the equipment is returned. The Contract Holder must cause Stacktrain equipment to be returned to the same location from which it was taken or to a turn-in location/terminal approved by Stacktrain before the equipment is returned. If an equipment cross-over occurs, Stacktrain may, in addition to other remedies available to it, assess an equipment cross-over administrative charge of \$350. This charge may be assessed against the Contract Holder or the Dray Carrier involved in the improper equipment cross-over. The Contract Holder or the Dray Carrier may also be responsible for additional expenses associated with such improper equipment cross-over, including repositioning costs, per diem equipment charges, maintenance costs, drayage expenses, transloading charges, storage costs, parking tickets, fines, penalties and other amounts required to be paid to retrieve or obtain the release of the equipment.

[Last Revised March 2005]

8.7.2 **Adverse Movement Charge**

An “adverse movement” occurs when Stacktrain equipment is not routed on the Stacktrain network, is used to transport shipments not authorized by Stacktrain, or is otherwise routed or used adverse to Stacktrain, regardless of the mode of transportation. Unauthorized usage of Stacktrain equipment for local intrastate or interstate commerce that is unrelated to an immediate movement via Stacktrain in intermodal service is considered an adverse movement. Moving Stacktrain equipment to Alaska is considered an adverse movement. Adverse movement of Stacktrain equipment will result in a \$1,000 administrative charge per container or chassis. The standard provisions of and amounts due under the UIIA, including the Stacktrain addendum, including equipment per diem use charges, will apply in addition to the \$1,000 charge. This charge may be assessed against the Contract Holder or the Dray Carrier involved in the adverse routing. The Contract Holder or the Dray Carrier may also be responsible for additional expenses associated with such adverse routing, including the cost of returning the equipment to Stacktrain, per diem equipment charges, maintenance costs, drayage expenses, transloading charges, storage costs, parking tickets, fines, penalties and other amounts required to be paid to retrieve or obtain the release of the equipment. In addition, Stacktrain has the right to terminate or suspend the UIIA of the Dray Carrier and to terminate the Transportation Agreement of the Contract Holder involved in such adverse movement.

[Last Revised March 2015]

8.7.3 **Abandonment Charge**

An “abandonment” occurs when Stacktrain equipment is returned to or left at a location that is not on the Stacktrain network, without prior written approval from Stacktrain. In the event of abandonment, Stacktrain may assess an equipment abandonment charge of \$1,000 per container or trailer. The standard provisions of and amounts due under the UIIA, including the Stacktrain addendum, including equipment per diem use charges, will apply in addition to the \$1,000 charge. This charge may be assessed against the Contract Holder involved in the last transportation of the abandoned equipment on the Stacktrain network or the Dray Carrier to which the equipment was last interchanged. The Contract Holder or the Dray Carrier may also be responsible for additional expenses associated with such abandonment, including the cost of returning the equipment to

Stacktrain, per diem equipment charges, maintenance costs, repositioning costs, drayage expenses, transloading charges, storage costs, parking tickets, fines, penalties and other amounts required to be paid to retrieve or obtain the release of the equipment. In addition, Stacktrain has the right to terminate or suspend the UIIA of the Dray Carrier and to terminate the Transportation Agreement of the Contract Holder involved in such adverse movement.

[Last Revised March 2015]

8.8. **CONTAINER FREE TIME AND STORAGE CHARGES AT TERMINALS**

The Rail Carriers assess and collect storage charges for equipment stored at their terminal or container yard locations. Stacktrain is not responsible for and does not collect these storage charges. Equipment storage charges are assessed by the Rail Carriers in accordance with the equipment free time and storage charges and policies of the applicable Rail Carrier set forth in its Intermodal Circular. These free time and storage charges and policies are subject to change at the discretion of the Rail Carrier. Please check the latest issue of the Rail Carrier's Intermodal Circular for current information.

[Last Revised March 2015]

8.9. **EQUIPMENT ACCEPTANCE, INSPECTION AND RETURN**

8.9.1 **Contract Holder's Inspection Obligation**

When Stacktrain provides containers and chassis, the Contract Holder will cause the Dray Carrier and Consignor to inspect and reject any containers and chassis that are not in good working order and in safe, suitable and roadworthy condition to protect and preserve the freight during transportation and to meet applicable transportation safety laws and regulations. Such inspection for containers will include but is not limited to the following, along with the inspection items set forth in the UIIA:

- (a) All hinges and locking devices in the doors and gaskets operate properly and are lighttight and watertight.
- (b) The floor has no holes, broken boards or daylight at seams or sections, nor any delamination, waviness or seams.
- (c) All the crossmembers are at 12-inch centers maximum and are present without welds, cuts or tears.
- (d) The side and roof panels are lighttight and watertight with no cuts, tears or holes and no evidence of buckling.
- (e) None of the top or bottom rails are broken.
- (f) Tires (Check that the following conditions are not present.).
 - a. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
 - b. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
 - c. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)
 - d. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.
- (g) Bolsters are not bent and the container can be secured properly.
- (h) All landing legs are in a 90 degree position and move up and down properly.
- (i) All sand shoes and axles have secure fasteners and are present and functional.
- (j) All slider pins and assemblies are present, functional and engaged and have no leaking seals.

- (k) All corner or twist locks and safety latches are present and engaged and properly secured.
- (l) All electrical connectors and lights are present and operational.
- (m) The FHWA Inspection decal is present, the FHWA and the California Biennial (“BIT”) inspection documentation are located in the document holder and both inspections are current and valid.
- (n) The license plate or ID paper is valid and secure and copy of the document is in the document holder, and such items are current and valid.
- (o) All crank handles are attached, secure and operable to move landing legs up and down.
- (p) Mud flaps are whole and properly secure.
- (q) Rear Underride Guard (“ICC Bumper”) is in place and not bent under the frame.
- (r) Electrical wiring/lights are in working order.
- (s) Reflector lenses are present and conspicuity tap or bar is present on the 3 visual sides of the chassis.
- (t) Brake lines, including air hoses and glad hands have no audible air leaks and are properly pressurized.

[Last Revised March 2015]

8.9.2 **Reporting Bad Order Equipment at the Ramp or Container Yard**

If a chassis or loaded container at the ramp or container yard does not meet the requirements of Section 8.9.1, the Contract Holder or the Dray Carrier should report the bad order equipment to Stacktrain. Instructions for reporting bad order equipment can be found on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com.

[Last Revised March 2015]

8.9.3 **Stacktrain and Carrier Not Liable for Apparent Equipment Condition**

Stacktrain and the Participating Carriers are not liable for loss of or damage to freight or any equipment-related expenses, including dry run charges, caused by the condition of a container or chassis that was apparent or could have been discovered by the reasonable inspection described in Section 8.9.1 before or at the time of pickup of the empty container from the terminal or loading of the equipment with freight.

Last Revised March 2005]

8.9.4 **Condition of Equipment When Returned to Stacktrain**

The Contract Holder is responsible for causing the Dray Carrier, Beneficial Cargo Owner, Consignor and Consignee to return each Stacktrain container in a clean and serviceable condition, reasonable Wear and Tear (as defined in the UIIA) excepted, and free of debris, dunnage, lading, blocking, bracing, strapping, papers, unnecessary hazardous materials placards, residues and contaminants. In any disputes arising in connection with classification of Wear and Tear, the AAR TOFC/COFC Interchange Rules, Sections B, F and G, will be the controlling document.

[Last Revised March 2005]

8.9.5 **Liability for Decontaminating, Rehabilitating and Cleaning Containers**

If the equipment is not returned in the condition described in Section 8.9.4, we will assess and the Contract Holder will be responsible for paying the full actual cost of any dunnage removal, decontamination, repairs, rehabilitation or cleaning, subject to a minimum charge of \$75 per container. If a commodity shipped is caustic or toxic, but not necessarily a hazardous material requiring notations on the shipping documents, the Contract Holder will notify Stacktrain of that circumstance and condition sufficiently in advance of the unloading to allow appropriate precautions to be taken to protect the health and safety of those persons doing the cleaning or decontamination.

If at the time of interchange, Stacktrain or the Participating Carriers fail to notice that the equipment is not in the condition described in Section 8.9.1 or such condition does not become evident until later, the Contract Holder or Dray Carrier to whom the equipment was last interchanged will be responsible for paying the full actual cost of any decontamination, repairs, rehabilitation or cleaning, subject to a minimum charge of \$75 per container.

[Last Revised November 2006]

8.10. DAMAGE OR LOSS TO STACKTRAIN EQUIPMENT DURING INTERCHANGE

8.10.1 Road Service Repairs

Normally, road service should not be required during the exclusively local use of Stacktrain equipment as permitted in these Rules. However, any owner-related road service repairs that are required for Stacktrain equipment will be subject to the then current Stacktrain Equipment Maintenance Policy as in effect at the time of the repair. The current Equipment Maintenance Policy is available on the Log In page of the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com.

[Last Revised May 2015]

8.10.2 Damage to Stacktrain equipment

The Dray Carrier or Contract Holder should immediately notify Stacktrain if Stacktrain equipment becomes damaged while in the possession and control of the Dray Carrier. Damaged equipment must be repaired to Stacktrain repair standards, using parts and materials substantially similar to the original parts and materials. If the estimated cost of the repairs exceeds \$50, the consent of Stacktrain must be obtained before the repairs are made. Where Stacktrain ascertains that the wrong repairs have been made, Stacktrain is entitled to receive the full cost of correcting the wrong repairs. If the equipment is not promptly repaired, Stacktrain is entitled to receive the cost of repairs it causes to be completed. Per diem use charges will continue to accrue until the equipment is returned to the location from which it was taken or to another approved turn-in location/terminal.

[Last Revised July 2009]

8.10.3 Lost or Destroyed Equipment

The Dray Carrier or Contract Holder should notify the Stacktrain equipment department in writing as soon as practicable if Stacktrain equipment is lost, stolen, badly damaged or destroyed while in the possession or control of the Dray Carrier. Stacktrain shall be entitled to receive the actual depreciated value of the lost, stolen, badly damaged or destroyed equipment as well as any unpaid per diem charges for the period of use. The depreciated value will be based on the actual original purchase price of the equipment and the relevant Stacktrain depreciation schedules or, in the case of leased equipment, the depreciated value as specified or calculated in the relevant lease agreement. Payment shall be due within 60 days of the Stacktrain invoice for the depreciated value and use charges. Equipment shall at all times remain the property of Stacktrain despite receiving payment of the depreciated value unless Stacktrain specifically, in writing, agrees to relinquish its property as part of an invoice settlement with the party paying the depreciated value or its insurer.

[Last Revised March 2005]

8.10.4 Maximum Use Period

The maximum period for a Contract Holder or Dray Carrier to use Stacktrain equipment is 90 days unless Stacktrain has specifically agreed to a longer use period in writing. The period of use shall commence when the Contract Holder or its Dray Carrier or other agent is notified that the equipment is available (or if notification data is not available, when the equipment is out-gated) and shall terminate when the equipment is returned to the location from which it was taken or to another approved location. If the equipment has not been returned to an approved location within 60 days of the commencement of the period of use, the Contract Holder may be requested to return the equipment to the approved location immediately and will pay any unpaid per diem charges. If the equipment is not returned within 90 days of the commencement of the period of use (or such longer time specifically permitted by Stacktrain in writing), the Contract Holder will promptly pay the depreciated value of the equipment as well as any unpaid per diem charges for the period of use. The

depreciated value will be based on the actual original purchase price of the equipment and the relevant Stacktrain depreciation schedules or, in the case of leased equipment, the depreciated value as specified or calculated in the relevant lease agreement. We will provide the Contract Holder with documentation of such depreciated value. Payment shall be due within 60 days of the Stacktrain invoice for the depreciated value and use charges. Equipment shall at all times remain the property of Stacktrain despite receiving payment of the depreciated value unless Stacktrain specifically, in writing, agrees to relinquish its property as part of an invoice settlement with the party paying the depreciated value or its insurer.

Rather than paying the depreciated value, in the case of a chassis on lease to Stacktrain, the Contract Holder may, at its option and sole expense, obtain and effect a direct interchange of the chassis out of the Stacktrain fleet and into the Contract Holder's fleet in an "as is" condition, provided, however, that the lessor first releases Stacktrain from any further per diem charges, damage, loss or any other obligation under the lease, and provided, further, that the Contract Holder agrees to defend, indemnify and hold harmless Stacktrain (including its officers, directors and affiliates) from any claim by the lessor arising out of or relating to the lease of the chassis from the lessor.

Stacktrain may waive these provisions in writing if the Contract Holder or the Dray Carrier provides evidence of the actual location of the chassis or meets other conditions established by Stacktrain in its discretion.

[Last Revised March 2005]

8.11. USE OF NON-STACKTRAIN EQUIPMENT

8.11.1 Application of This Section 8.11 Regarding Non-Stacktrain equipment

We will entertain requests by Contract Holders to supply their own containers and/or chassis, including specialized devices such as flat-rack and open-top containers, for shipments on the Stacktrain network on a case-by-case basis. The provisions set forth in Sections 8.11 and 8.12 on Non-Stacktrain equipment apply when the Contract Holder is supplying the equipment for transportation, rather than ordering equipment from Stacktrain.

If we approves the use of Non-Stacktrain equipment for a specific business opportunity, we will issue a specific SRQ that will authorize the Contract Holder to use Non-Stacktrain equipment for those shipments on the terms set forth in this Section 8.11 or other terms agreed to in writing by Stacktrain.

[Last Revised March 2005]

8.11.2 Stacktrain Not Liable for Equipment Use Charges on Non-Stacktrain equipment

Unless otherwise provided in the SRQ, the Transportation Agreement or other written agreement, we will not be required to pay any per diem use charges for Non-Stacktrain equipment.

[Last Revised March 2005]

8.11.3 Stacktrain Not Liable for Freight Damage Based on Equipment Condition

When a Contract Holder supplies Non-Stacktrain equipment, such Contract Holder waives any rights it may have under the Transportation Agreement to file claims with Stacktrain for damaged or lost freight caused by or resulting from the condition of the Non-Stacktrain equipment. The Contract Holder supplying the Non-Stacktrain equipment will indemnify and hold Stacktrain and the Participating Carriers harmless from and against any Losses resulting from or arising out of the transportation of Non-Stacktrain equipment or any condition or defect in such Non-Stacktrain equipment, except when due solely to the negligence of Stacktrain.

[Last Revised March 2005]

8.11.4 Provision of Chassis

Unless otherwise agreed to in writing by Stacktrain, the Contract Holder supplying the Non-Stacktrain Containers, not Stacktrain, will be responsible for providing chassis for shipments in those containers. Unless Stacktrain has agreed to supply chassis for use with the Contract Holder's containers, such Contract Holder will cause each Non-Stacktrain Container to be pre-mounted on a Non-Stacktrain Chassis by the time that the Dray

Carrier is scheduled to pick up the equipment and will cause a Non-Stacktrain Chassis to be available for use with each Non-Stacktrain Container at the destination rail ramp by the time the container is scheduled for rail arrival.

Any Contract Holder that supplies its equipment will be responsible for managing its chassis inventory, maintenance and removal from the terminal and will comply with any instructions, rules and directions of the Rail Carriers and their terminal operators regarding the operation, removal, storage and handling of such chassis. If the Contract Holder fails to supply a sufficient number of its own chassis, the Participating Carriers may ground the Contract Holder's containers or place them on chassis supplied by Stacktrain, in which case the Contract Holder supplying the equipment will be responsible for paying flip charges and other costs to move the containers onto the Contract Holder's chassis.

[Last Revised March 2005]

8.11.5 **Return and Interchange of Non-Stacktrain Equipment**

The Contract Holder will be fully responsible for all costs associated with the return of empty equipment supplied by it to the appropriate terminal, port or yard and will make all arrangements for such move. Stacktrain may interchange Non-Stacktrain equipment with any Dray Carrier that is a signatory to a valid and effective UIIA, including our addendum.

[Last Revised March 2005]

8.11.6 **Condition of Non-Stacktrain Equipment**

Each container and chassis supplied by the Contract Holder must satisfy all of the following requirements:

- (a) meet all applicable international, federal, state and local laws and regulations, including Department of Transportation and Federal Motor Carrier Safety Administration regulations and industry standards, including applicable AAR and ISO (International Organization for Standardization) specifications as in effect from time to time;
- (b) be wind-, light- and watertight, and clean and in serviceable order and operating condition suitable for transportation of freight by rail or over the road; and
- (c) have a valid and current FHWA inspection sticker and, if applicable, a valid and current California BIT inspection. If the inspection expires during the period that the equipment is being supplied to Stacktrain, the Contract Holder supplying the equipment will be responsible for the costs of reinspection and certification of the equipment.

Inspection of Non-Stacktrain equipment by Stacktrain or its Participating Carriers will not waive the Contract Holder's liability for any Non-Stacktrain equipment that it has supplied.

[Last Revised March 2005]

8.11.7 **Responsibility for Loss, Damage, Maintenance and Repair to Non-Stacktrain Equipment**

Responsibility for loss, damage, maintenance and repair of equipment not supplied by Stacktrain shall be governed by the Container Rules, by the UIIA and by the Transportation Agreement, including these Rules. The Contract Holder will pay for or perform the owner responsibility repairs under the Container Rules and UIIA. Stacktrain is not liable in any event for loss or damage Non-Stacktrain equipment, including any loss or damage that occurs while the Non-Stacktrain equipment is in the care, custody or control of any Participating Carrier, during the physical transportation of such Equipment or its freight or in connection with the loading, blocking, bracing and unloading of the Non-Stacktrain equipment. Negligence, willful misconduct or other fault of Participating Carriers shall not be imputed to Stacktrain. Stacktrain's sole responsibility will be to reasonably cooperate with the supplier of the Non-Stacktrain equipment to assist in recovering for the loss or damage to Non-Stacktrain equipment.

[Last Revised July 2009]

8.11.8 **M&R Vendor Relationships**

A Contract Holder supplying Non-Stacktrain equipment will use commercially reasonable efforts to cause the on-site maintenance-and-repair (“M&R”) vendor used by Stacktrain to agree to directly bill the Contract Holder for repairs to the Non-Stacktrain equipment. The Contract Holder agrees to reimburse all M&R expenses paid by Stacktrain for repairs to Non-Stacktrain equipment.

If road service repairs are required for Non-Stacktrain equipment and provided by the road service M&R vendor used by Stacktrain, the Contract Holder will pay or reimburse Stacktrain for the costs of the road service repairs billed in accordance with the agreement between Stacktrain and the road service M&R vendor.

[Last Revised March 2005]

8.12. **USE OF STACKTRAIN CHASSIS WITH EQUIPMENT NOT SUPPLIED BY STACKTRAIN**

If we agree to provide chassis to a Contract Holder for use with Non-Stacktrain Containers, the following rules will apply unless otherwise agreed in a Transportation Agreement or other written agreement between Stacktrain and the Contract Holder supplying the Non-Stacktrain equipment.

8.12.1 **Chassis Per Diem Use Charge**

For the first 15 days of the period of use, the per diem use charge per chassis will be \$20 per day. For day 16 and thereafter, the daily use charge per chassis will be \$30 per day. Usage shall begin at the time that a container is loaded onto the chassis and continue until the chassis is in-gated to the terminal.

[Last Revised March 2015]

8.12.2 **Misuse Charge**

Please refer to Section 8.7 for charges that may apply if Stacktrain chassis are used or routed improperly.

[Last Revised March 2015]

8.12.3 **Chassis Damage**

If a Stacktrain chassis becomes damaged during the period of use by a Contract Holder, the Contract Holder shall notify Stacktrain of the fact that the chassis is in a damaged condition and will repair the chassis to Stacktrain repair standards, using parts and materials substantially similar to the original parts and materials. Stacktrain has the right to inspect the repaired chassis and to require the Contract Holder to re-perform or correct any repairs that fail to meet Stacktrain standards. Alternatively, the Contract Holder will pay Stacktrain an amount equal to the repair cost and return the chassis to a location approved by Stacktrain. The parties will exchange all relevant supporting documentation, including relevant in-gate and out-gate inspection reports. Daily use charges will continue to accrue until the chassis is returned to the location from which it was taken or to another approved turn-in location/terminal.

Normally, road service should not be required during the exclusively local use of Stacktrain chassis as permitted in these Rules. However, any owner-related road service repairs that are required for a Stacktrain chassis will be subject to the then current Stacktrain Equipment Maintenance Policy in effect at the time of the repair. The current Equipment Maintenance Policy with contact information for reporting the need for road service is available through the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com.

If a Stacktrain chassis is lost, stolen, destroyed or becomes a constructive total loss during the period of use by the Contract Holder, the Contract Holder will promptly notify the local Stacktrain equipment team and will reimburse Stacktrain for the depreciated value of such chassis as set forth in Section 8.10.3. Contact information for the regional equipment directors can be found on the Contact Us page of our website. Chassis are also subject to the maximum use period and related provisions set forth in Section 8.10.4.

[Last Revised May 2015]

9. CANADA SHIPMENTS

9.1. GENERAL REQUIREMENTS

This Section 9 sets forth certain special rules and procedures applicable to shipments into and out of Canada; however, all other sections of these Rules also apply to shipments involving transportation in Mexico. Unless otherwise expressly stated in these Rules or other written agreement signed by Stacktrain and the Contract Holder, the Contract Holder must comply with all terms and conditions set forth in these Rules with respect to shipments using the Stacktrain network to or from Canada.

Stacktrain may also announce changes in operating procedures for shipments involving Canada through Stack Facts e-alerts. The Contract Holder should comply with and cause the Beneficial Cargo Owners, Consignors, Consignees, Dray Carriers and customs brokers to comply with procedures announced via Stack Facts Stack Facts are distributed by e-mail to those on our distribution list and posted under Stack Facts and Stack Facts Archive on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com under “Intermodal” services.

It is the responsibility of the Contract Holder to become aware of and comply with applicable customs and import, export and transportation laws, rules, practices and regulations of the governmental authorities of the countries involved in a shipment; to complete all required documentation; and to apply and pay for all licenses, permits, duties or authorizations required by governmental authorities to conduct the business and transportation contemplated by the Contract Holder and its BCOs.

U.S. custom’s brokers must be registered with any originating Canadian Participating Carrier in order for the Participating Carrier to send applicable bond information for a load moving on the Participating Carrier’s bond. It is the customs broker’s responsibility to ensure that it is registered.

[Last Revised May 2015]

9.1.1 Customs Clearance for Northbound Shipments from Mexico through the United States to Canada

A shipment using the Stacktrain rail service direct from Mexico origin rail ramps to Canada will move as a Transportation and Exportation (“T&E”) in-bond load under the U.S. Rail Carrier’s bond. A T&E bond allows the cargo to be transported from a foreign origin through the United States to a foreign destination without having to pay duties on the cargo while in the United States.

A U.S. customs broker is not required for shipments moving from Mexico origin rail ramps to Canada via rail. However, the shipment must be handled through the automated Customs automated processing system. The Contract Holder must notify Stacktrain in advance if it requires direct rail services from Mexico to Canada when the shipment is to move as a T&E load into Canada. The Contract Holder may provide this notice by EDI transmission or through the Stacktrain website, which are the preferred methods, or by facsimile transmission. After receiving notice of the T&E shipment from Stacktrain, the Participating U.S. Carrier will generate a V-Bond number to pass through U.S. Customs and will notify the Canadian Participating Carrier of the T&E bond information at the interchange point between the U.S. Participating Carrier and the Canadian Participating Carrier. If a shipment is moved in bond by rail to a final rail destination in the United States and is then transported over the road into Canada, the T&E bond of the Rail Carrier should be closed at the final rail destination. If for any reason the load must ground in the U.S., Contract Holder will need to make arrangements with a bonded Motor Carrier and a US customs broker at the U.S. discharge ramp to close the Vbond and open a continuation T&E bond in care of either the bonded Motor Carrier or customs broker.

Shipments moving in bond from Mexico to Canada where UPRR’s bond is used will be subject to UPRR MITA Item 260, which, among other requirements, includes that the permission to use UPRR’s U.S. Customs bond must be approved by UPRR at least 48 hours in advance of shipment and a surcharge of \$130 will be assessed.

[Last Revised May 2015]

9.1.2 **Charges for Shipments Required to Be Removed from Train for Inspection**

CN assesses hold fees, assessed on a per unit basis, for any shipment that is required to be set out from a CN train for inspection or other reasons by U.S. Customs and/or other U.S. regulatory agencies, such as the FDA or USDA. Contract Holders are responsible for any inspection, examination or other additional charges such as for unloading, segregating, reloading, customs fees, duties, taxes and penalties necessary to accomplish customs clearance or any inspection or examination by a governmental agency. Inspections and examinations may be performed as deemed necessary by U.S. Customs and other agencies and without notice to CN, Stacktrain, Contract Holders or others.

We will endeavor to advise the Contract Holder that these charges will be due upon notice of a held shipment. We will bill all charges directly to the Contract Holder.

[Last Revised July 2009]

9.1.3 **Duty to Cooperate in Defense against Customs Claims**

Contract Holders must and must cause the Beneficial Cargo Owners, Dray Carriers, Consignors and Consignees to cooperate reasonably with each other, the Participating Carriers and Stacktrain in defending against claims or proceedings by governmental authorities alleging violations of customs, import, export, border crossing, transportation or related laws or regulations or breach of customs bond conditions. Such cooperation will include, but not be limited to, investigating the allegations; searching for and providing relevant shipping, customs and other documents; obtaining signatures for applicable customs and other documents; providing sworn affidavits relating to the movement of cargo and equipment and similar matters; and, if required, providing witnesses to testify at legal proceedings.

[Last Revised September 2004]

9.2. **CANADA SHIPPING INSTRUCTIONS**

For service involving shipments between the United States and Canada or between Mexico and Canada, the Contract Holder should provide the required shipping information before the shipment arrives at the origin terminal. See Section 3.1.4 for more information about the information required in shipping instructions to or from Canada.

The Contract Holder is responsible for completing, obtaining and/or filing the U.S. Customs Invoice, the Canadian Customs B-13 export document and any other government agency documents, forms or permits required for the commodity transported.

If a Contract Holder requires additional reference information to facilitate invoice payments, the Contract Holder should provide such additional reference information in its shipping instructions. Examples of such reference information are vessel name, voyage number or internal reference number.

Additional shipping information is required for shipments involving hazardous materials. Please see Section 6.1.2(d) regarding the additional shipping information required.

EDI transmissions of rail billing information must include all data set forth in the Stacktrain EDI technical standards for rail billing information. The EDI technical specifications for rail billing instructions are available online on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com.

Shipping information must also comply with the requirements of (a) the Intermodal Safe Container Act, including those sections relating to commodity descriptions and weights; (b) the Bureau of Explosives' Tariff No. BOE-6000 series; (c) applicable regulations set forth in 49 CFR Parts 100 to 185; and (d) the International Maritime Dangerous Materials Code.

[Last Revised May 2015]

9.2.1 **Commodity Descriptions**

U.S. and Canadian Customs have mandated that all descriptions for cross-border shipments be complete and accurate. In an effort to minimize delays and inspections at the Canadian-U.S. border, Stacktrain and the Participating Carriers require accurate and detailed commodity descriptions from Contract Holders and Consignors.

In these times of tightened security, Contract Holders must, and must cause the BCOs and Consignors to, provide more detailed and accurate descriptions of cross-border shipments. Descriptions such as “FAK (Freight All Kinds),” “SLAC (Shippers Load and Count),” “chemicals,” “household goods,” “sporting goods” and “consolidated cargo” alone without a more complete description within the shipping instructions are strictly forbidden by both U.S. and Canadian Customs. Those descriptions are too vague and do not specifically describe a commodity.

Customs advises that, as a rule of thumb, shippers should use terms that can be understood easily if read by the average person. Contract Holders and others providing shipping instructions should avoid use of vague catch-all phrases and industry jargon. An example of an improved description could be “golf clubs” and “golf balls” instead of “sporting goods,” or “television sets” instead of “electronics.” The customs officer must be able to read the description and know exactly what commodity is crossing the border.

Failing to provide accurate and detailed descriptions may result in delays at the original rail ramp and/or at the border, customs fines, additional accessorial and related costs and other adverse consequences.

[Last Revised September 2004]

9.2.2 **Consequences of Missing Documentation**

We will hold a shipment at origin or the Participating Carrier may prevent the shipment from entering its terminal gate if complete and accurate shipping instructions, information required by the U.S. Customs Service’s Automated Manifest System (“AMS”), other customs information and other documentation are not provided at the time that the container arrives at the origin terminal. The Contract Holder will be responsible for all origin storage charges, equipment per diem use charges and other costs until complete and accurate documentation is received. The Contract Holder must meet the established deadlines for such documentation in order for the shipment to meet the train cutoff time and be transported in accordance with the anticipated schedule.

[Last Revised September 2004]

9.3. **SLOT RESERVATIONS ON CN**

If a shipment originates with CN as the Participating Carrier, Contract Holders are required to reserve a slot on the CN train. To obtain a slot reservation for a shipment originating with CN, Contract Holders should make an outbound slot allocation request to CN directly.

[Last Revised May 2015]

9.4. **GOVERNMENT DOCUMENTS AND INSPECTIONS**

If U.S. or Canadian Customs or other government agency requires a physical inspection of a loaded container, the railcar carrying the container will be switched onto the ramp and the container will be grounded for inspection. Upon completion of the inspection, the container will be reloaded onto a different railcar and moved on the next departing train. Delays are to be expected if a container inspections is required, and the duration of the delay cannot be reasonably estimated. The Contract Holder is responsible for all drayage, loading and unloading charges; customs brokerage costs; filing costs; and other costs associated with government inspections or documentation requirements.

[Last Revised May 2015]

9.5. **CLAIMS FOR FREIGHT LOSS AND DAMAGE**

Claims for freight loss and damage occurring while the shipment is in the possession of a Canadian Participating Carrier are subject to the terms, conditions, limitations and procedures set forth and referred to in Section 12, including the Intermodal Circular of the Canadian Participating Carrier.

[Last Revised September 2004)

10. MEXICO SHIPMENTS

10.1. **GENERAL REQUIREMENTS**

This Section 10 sets forth certain special rules and procedures applicable to shipments into and out of Mexico; however, all other sections of these Rules also apply to shipments involving transportation in Mexico. Unless otherwise expressly stated in these Rules or other written agreement signed by Stacktrain and the Contract Holder, the Contract Holder must comply with all terms and conditions set forth in these Rules with respect to shipments using the Stacktrain network to or from Mexico.

Stacktrain may also announce changes in operating procedures for shipments involving Mexico through Stack Facts e-alerts. The Contract Holder should comply with and cause the Beneficial Cargo Owners, Consignors, Consignees, Dray Carriers and customs brokers to comply with procedures announced via Stack Facts Stack Facts are distributed by e-mail to those on our distribution list and posted under Stack Facts and Stack Facts Archive on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com under “Intermodal” services.

It is the responsibility of the Contract Holder to become aware of and comply with applicable customs and import, export and transportation laws, rules, practices and regulations of the governmental authorities of the countries involved in a shipment; to complete all required documentation; and to apply and pay for all licenses, permits, duties or authorizations required by governmental authorities to conduct the business and transportation contemplated by the Contract Holder and its BCOs.

[Last Revised May 2015]

10.2. **INTERCHANGE AGREEMENT WITH MEXICAN MOTOR CARRIERS**

As noted in Section 8.4.2, Stacktrain equipment may be interchanged only to Dray Carriers who have executed a valid and effective UIIA, including the Stacktrain addendum to the UIIA. However, we will allow the interchange of our equipment in Mexico to Mexican Dray Carriers that have either (a) a valid, fully executed equipment interchange agreement with Stacktrain or its Agent or (b) a UIIA, including the Stacktrain addendum. For more information about the Stacktrain Mexico Interchange Agreement, please contact our office in Laredo. Contact information for the office in Laredo is included in the Contact Us page of our website.

If a Contract Holder engages a Mexican Dray Carrier that does not have a valid, fully executed equipment interchange agreement or UIIA, including the Stacktrain addendum, or the Equipment Interchange Agreement for drays in Mexico, such Mexican Dray Carrier will nevertheless be subject to the provisions of these Rules and the UIIA, including the Stacktrain addendum, and the Contract Holder shall be liable to Stacktrain and others for any Losses resulting from the Contract Holder’s failure to engage a Dray Carrier as required herein.

[Last Revised March 2015]

10.3. **CUSTOMS CLEARANCE AND BORDER CROSSING FOR MEXICO SHIPMENTS**

10.3.1 **U.S. Customs Clearance for Northbound Shipments from Mexico to the United States**

The U.S. Customs Service's Automated Manifest System ("AMS") is an electronic system that automates the customs clearance process for rail import shipments moving northbound to the United States. These shipments must be processed for clearance with U.S. Customs in advance of the physical border crossing through AMS.

AMS permits Rail Carriers (generally through EDI transactions), customs brokers (generally using the ABI system) and U.S. Customs to electronically exchange shipment information, allowing U.S. Customs to review documentation and determine in advance whether a shipment merits examination or release. This prior review and determination by U.S. Customs does not exempt the shipment from physical inspection at the time the shipment enters the United States, whether through the stratified, or anomaly, or other processes. Contract Holders must provide complete shipping instructions, including all information required for AMS, for shipments arriving from Mexico sufficiently in advance to allow Stacktrain and its Participating Carriers to transmit the information electronically into AMS and to verify the certification of the prefile or entry number in AMS before the shipment departs from the origin ramp.

[Last Revised July 2009]

10.3.2 **Mexican Customs Clearance for Southbound Shipments from the United States to Mexico**

Although the governments of Canada, the United States and Mexico are reducing trade barriers and working toward a "seamless" border environment, rigorous customs procedures still exist that must be complied with to process shipments with destinations in Mexico. Mexican Customs procedures are very stringent, and failure to adhere to their requirements can result in delays, fines and confiscation of the cargo. Under applicable customs laws and regulations, a shipment's customs documentation must be 100% complete and accurate. Missing documentation or discrepancies in the documentation at time of rail interchange can trigger a red flag that will lead to an intensive inspection.

[Last Revised May 2015]

10.3.3 **Southbound In-Bond Shipments from the United States to Mexico**

Mexican Customs permits in-bond shipments to interior points in Mexico. Shipping in bond, with customs clearance at a customs-bonded facility closer to the Consignee's place of business, generally bypasses border congestion and is expected to speed the inspection and clearance process.

Stacktrain offers in-bond transportation to allow Mexican Customs clearance at destination instead of at the border. Once the shipment has arrived at the destination, the transit In-bond will be cancelled by the Participating Rail Carrier, and the Consignee's designated customs broker will clear the cargo through Mexican Customs and pay all required governmental duties and charges for final importation.

Mexico shipments originating at Laredo or El Paso (trucked from Mexico into the US) moving in bond where UPRR's bond is used will be subject to UPRR MITA item 260, which, among other requirements, includes that the permission to use UPRR's U.S. Customs bond must be approved by UPRR at least 48 hours in advance of shipment and a surcharge of \$130 will be assessed.

[Last Revised May 2015]

10.3.4 **Duty to Cooperate in Defense against Customs Claims**

Contract Holders must and must cause the Beneficial Cargo Owners, Dray Carriers, Consignors and Consignees to cooperate reasonably with each other, the Participating Carriers and Stacktrain in defending against claims or proceedings by governmental authorities alleging violations of customs, import, export, border crossing, transportation or related laws or regulations or breach of customs bond conditions. Such cooperation will include, but not be limited to, investigating the allegations; searching for and providing relevant shipping, customs and other documents; obtaining signatures for applicable customs and other documents; providing

sworn affidavits relating to the movement of cargo and equipment and similar matters; and, if required, providing witnesses to testify at legal proceedings.

[Last Revised September 2004]

10.4. **STACKTRAIN MEXICO SERVICES**

10.4.1 **In-Bond versus Domestic Services to and from Mexico**

Stacktrain offers two types of transportation services between Mexico and the United States: (a) in-bond products that clear Mexican Customs within the interior of Mexico and (b) domestic products that clear Mexican Customs at the border between Mexico and the United States. Different shipping instructions, customs forms and data and other documentation may be required for shipments, depending on the type of transportation service offered.

[Last Revised June 2006]

10.4.2 **Southbound Services to Mexico**

Stacktrain offers the following southbound services to Mexico:

In-Bond Services

- (a) **Mexico NonStop**: Service provided from rail ramps in the Midwest, Northeast, and Southeast United States moving in bond with clearance of Mexican Customs at the following destinations in Mexico: Monterrey, San Luis Potosi, Toluca (Puerta Mexico ramp) and Pantaco (Mexico City bonded customs yard).

Domestic Services

- (b) **Mexico-Laredo**: Service provided from rail ramps in the Midwest, Northeast, and Southeast United States to Port Laredo, Texas (a UPRR yard). Any subsequent transportation into Mexico is provided through over-the-road transportation or other arrangements. Because Stacktrain transportation service ends at Port Laredo, Stacktrain considers the transportation to be a U.S. domestic service. The Contract Holder is responsible for the return of the equipment to Port Laredo, Texas.

Combination Services

- (c) **Mexico-Door**: Service provided from rail ramps in the Midwest Northeast and Southeast United States to Port Laredo, Texas (a UPRR yard). The Contract Holder makes sure that the shipment clears customs at the border and then Stacktrain arranges over-the-road transportation to the ultimate destination within Mexico. Stacktrain also arranges the return of the equipment to Laredo. Our Mexico Door service also includes domestic transportation within Mexico where Stacktrain arranges rail transportation within Mexico and over-the-road transportation from the interior rail ramp to the ultimate destination in Mexico.

[Last Revised May 2015]

10.4.3 **Northbound Services from Mexico**

To complement our Mexico southbound services, we offer northbound intermodal service from various cities in Mexico to various rail destinations in the United States. This northbound service allows for Mexican Customs clearance at origin to avoid delays by Mexican Customs at the physical border between Mexico and the United States. Our northbound service has daily departures with specific cut-off times at the origin terminal. For more information about northbound transportation from Mexico to the United States using the Stacktrain network, please contact our Customer Support Center in Laredo, Texas, at 956-724-9716, toll free from the United States at 866-420-2290 or from Mexico 01-866-724-9716, or group e-mail: largs@xpo.com.

[Last Revised May 2015]

10.5. **REQUIRED SHIPPING INFORMATION AND DOCUMENTATION**

10.5.1 **Shipping Information and Documentation for Shipments to or from Mexico**

For service involving destinations in Mexico, the Contract Holder should provide to Stacktrain shipping instructions by EDI transmission (preferred method), through the XPO website or by e-mail to intermodalmexico@xpo.com or larcs@xpo.com. Shipping instructions should include the data set forth in Section 3.1.4.

Among other requirements, the Contract Holder is responsible for providing the Shipper's Export Declaration ("SED") to the U.S. Department of Commerce and obtaining any other government agency documents, forms or permits required for the commodity transported.

When using our in-bond services on southbound shipments to Mexico, the Contract Holder must also require the following documents to be sent to Stacktrain prior to tendering the first load to Stacktrain:

<u>Document Required</u>	<u>When the Document Must Be Provided</u>
Power of Attorney Made to the Stacktrain Mexican Customs Broker	Once a year
Mexican Importer's Legal Representation Form	Before the first load is transported through Stacktrain
Mexican Importer's Tax ID Form (RFC)	Before the first load is transported through Stacktrain
Mexican Importer's Fiscal Address Form and proof of Physical Address	Before the first load is transported through Stacktrain
Certificate of Origin for the Commodity	Once a year for each type of freight
Commercial Invoice*	With each shipment
Packing List or Bill of Lading	With each shipment
Customs Information Cover Sheet	With each shipment

*The Commercial Invoice must include the full name, address and tax identification number of the supplier; the full name and address of the importer; the invoice number and date; the quantity and unit of measurement for the freight; a full and specific description of the freight in English and Spanish; any part numbers; the unit price of the freight; total weight and value of the freight; freight terms; delivery address for the freight; the country of origin; and a declaration that the information in the invoice is true and correct.

The required documents listed in the table above should be sent by e-mail or facsimile to our Laredo Customer Support Center. Contact information for the Laredo Customer Support Center can be found on the Contact Us page of our website.

The instructions should state the Mexico and U.S. customs broker name, telephone, e-mail and facsimile number (This is important to allow the Mexico customs broker to obtain the NIU number from KCSM and Ferromex for the Pedimento and for the US customs broker to gain a Master Bill of Lading to file entry, pre-file or in-bond information in the AMS system.). A Canadian Broker is required for all loads with such destination.

If a Contract Holder requires additional reference information to facilitate invoice payments, the Contract Holder should provide such additional reference information in its shipping instructions. Examples of such reference information are vessel name, voyage number or internal reference number. Additional shipping information is required for shipments involving hazardous materials. Please see Section 6.1.2(d) regarding the additional shipping information required.

EDI transmissions of rail billing information must include all data set forth in the Stacktrain EDI technical standards for rail billing information. The EDI technical specifications for rail billing instructions are available

online on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com.

Shipping information must also comply with the requirements of (a) the Intermodal Safe Container Act, including those sections relating to commodity descriptions and weights; (b) the Bureau of Explosives' Tariff No. BOE-6000 series; (c) applicable regulations set forth in 49 CFR Parts 100 to 185; and (d) the International Maritime Dangerous Materials Code.

10.5.2 **Commodity Descriptions**

The guidelines regarding complete and accurate commodity shipments set forth in Section 9.2.1 also apply to cross-border shipments between the United States and Mexico. The Contract Holder and Beneficial Cargo Owner should follow the STCC Coding System Guidelines in preparing the commodity description. Failing to provide accurate and detailed descriptions may result in delays at the original rail ramp and/or at the border, customs fines, additional accessorial and related costs and other adverse consequences.

[Last Revised June 2007]

10.5.3 **Consequences of Missing Documentation**

We will hold a shipment at origin or prevent the shipment from entering the rail terminal if complete and accurate shipping instructions, information required by U.S. Customs' AMS, customs documents and other documentation are not provided at the time that the container arrives at the origin terminal. The Contract Holder will be responsible for all origin storage charges, equipment per diem use charges and other costs until complete and accurate documentation is received.

[Last Revised May 2015]

10.6. **GOVERNMENT INSPECTIONS**

10.6.1 **U.S. Customs Inspections**

If U.S. Customs requires a physical inspection of a loaded container while en route, the railcar carrying the container will be switched onto the ramp and the container will be grounded for inspection. Upon completion of the inspection, the container will be reloaded onto a different railcar and moved on the next departing train. Contract Holders should work with their US customs brokers to facilitate all supporting documentation requested by Customs officials.

[Last Revised August 2008]

10.6.2 **U.S. Food and Drug Administration and Other U.S. Government Inspections**

Commodities subject to regulation by the U.S. Food and Drug Administration will have to be cleared by FDA inspectors at the border. The FDA usually requires a sample of the contents of the container. Contract Holders can contact their U.S. customs brokers for further details on the FDA clearance process. These inspections can be accommodated using our Mexico In-Bond Laredo service, in which case the FDA inspections will occur at the border. U.S. regulations and governmental agencies may require additional documentation for and/or inspections of shipments. Such documentation may be required before the shipment is accepted for transportation. Inspections required by other U.S. governmental agencies may delay border crossings.

[Last Revised March 2008]

10.6.3 **Inspections by Mexico's SAGARPA, SEMARNAT or Customs**

Certain agricultural and other commodities must be inspected by Mexico's SAGARPA or SEMARNAT agencies before transportation beyond the border into Mexico. Such inspections can be accommodated using our Mexico In-Bond Laredo service, in which case the inspections will occur at the border.

[Last Revised May 2015]

10.6.4 **Responsibility for Costs**

The Contract Holder is responsible for all drayage, loading and unloading charges and other costs associated with the government inspections.

[Last Revised September 2004]

10.7. **STORAGE AT FACILITIES IN MEXICO**

10.7.1 **Storage Procedures at Pantaco (Mexico City Customs Bonded Area)**

The terminal operator provides three (3) days of free storage time after the container is in-gated or discharged at Pantaco (Mexico City bonded customs area). This period is intended to allow the shipment to clear customs at Pantaco. The free time begins at 12:01 a.m. local time on the first day after in-gate if a northbound shipment or upon discharge from the train if a southbound shipment. Discharge that occurs on a Saturday, Sunday or Holiday will be effective as of the next working day. The calculation of storage time is based on calendar days. Whenever free time includes a Saturday, Sunday or Holiday, such Saturday, Sunday or Holiday shall count as an additional free day.

After the expiration of free time, the terminal operator assesses storage charge. A 15% IVA tax is due on storage charges. Saturdays, Sundays and Mexican Holidays are included as days subject to daily charges after the expiration of free time.

All outstanding storage charges are assessed against the container by the terminal operator and must be paid directly to the operator and cleared before the container is allowed to exit the facility.

[Last Revised May 2015]

10.7.2 **Storage Procedures at Other Terminals in Mexico**

Equipment storage charges will be assessed by the terminal operators at other intermodal ramp facilities in Mexico in accordance with the equipment free time and storage charges and policies of the applicable terminal operator in effect at the time of the storage. For more information about the storage procedures and charges at a particular intermodal ramp in Mexico, please contact that intermodal ramp. Contact information for each ramp is included under terminal locations, which are available on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com.

[Last Revised May 2015]

10.8. **EQUIPMENT**

10.8.1 **Ordering Empty Equipment in Mexico**

To order equipment for any service that originates at any Mexico terminal, please contact that particular terminal. Contact names and numbers for the terminals in Mexico are included under terminal locations, which are available on the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com.

[Last Revised May 2015]

10.8.2 **Per Diem Equipment Use Charges, Free Time and Procedures.**

Unless otherwise agreed to in writing by Stacktrain, Stacktrain containers and chassis involved in rail shipments moving in Mexico by rail or truck service are subject to the free time, per diem use charges and other procedures set forth in Section 8.6 except that Stacktrain containers and chassis involved in rail shipments terminating in Port Laredo, Texas (a UPRR yard), that are delivered by truck to destinations in Mexico through the XPOMex Door service are subject to the following exceptions:

- i. Loaded equipment returned loaded shall receive the day of notification and the next 3 working days free.

- ii. Loaded equipment returned empty or empty equipment returned loaded shall receive the day of notification and the next 3 working days free.

In the event that discharge or notification data is not available, the day the equipment out-gates shall be considered the day of notification/discharge for the purposes of calculating free days and usage charges. Discharge that occurs on a Saturday, Sunday or Holiday will be effective as of the next working day. Whenever free time includes a Saturday, Sunday or Holiday, such Saturday, Sunday or Holiday shall count as an additional free day. A Saturday, Sunday or Holiday that follows the expiration of free time shall be counted as a billable day. Stacktrain determines whether a day is a Holiday based on the holiday schedule of the geographic location where the equipment is located.

[Last Revised May 2015]

10.8.3 **Equipment Use Restrictions**

Use of Stacktrain equipment for intra-Mexico transportation not authorized Stacktrain or by applicable law is considered an adverse movement and will subject the Contract Holder and the Dray Carrier to the administrative charges and other consequences set forth in Section 8.7.2. The other provisions set forth in Section 8.7 regarding misuse of Stacktrain equipment shall also apply to equipment use in Mexico.

[Last Revised July 2009]

10.9. **CLAIMS FOR FREIGHT LOSS AND DAMAGE**

Claims for freight loss and damage occurring while the shipment is in the possession of a Mexican Participating Carrier in Mexico are subject to the terms, conditions, limitations and procedures set forth and referred to in Section 12, including Section 12.1.8.

[Last Revised September 2004]

11. INDEMNIFICATION BY THE CONTRACT HOLDER

11.1. **INDEMNIFICATION FOR NONCOMPLIANCE**

THE CONTRACT HOLDER WILL BE RESPONSIBLE FOR AND WILL DEFEND, INDEMNIFY AND HOLD HARMLESS STACKTRAIN, ANY PARTICIPATING CARRIER AND ANY OTHER CONTRACT HOLDER AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS AND AGENTS FROM ANY LOSSES ARISING OUT OF OR RESULTING FROM THE FAILURE OF THE CONTRACT HOLDER, THE BENEFICIAL CARGO OWNER, THE CONSIGNOR OR THE CONSIGNEE TO COMPLY WITH THE TRANSPORTATION AGREEMENT, INCLUDING THESE RULES AND THE INTERMODAL CIRCULARS, OR WITH ANY APPLICABLE FEDERAL, STATE OR LOCAL LAW OR REGULATION. WITHOUT LIMITING THE FOREGOING, THE CONTRACT HOLDER'S OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS SUCH PARTIES SHALL EXTEND TO ANY FAILURE BY THE CONTRACT HOLDER OR BY THE BCO, THE CONSIGNOR OR THE CONSIGNEE TO DO THE FOLLOWING:

- (A) COMPLY WITH ALL REQUIREMENTS FOR TRANSPORTING HAZARDOUS MATERIALS OR RESTRICTED COMMODITIES;
- (B) NOT TENDER PROHIBITED COMMODITIES FOR TRANSPORTATION ON THE STACKTRAIN NETWORK;
- (C) OBTAIN ALL REQUIRED PERMITS, BONDS, ESCORTS OR OTHER SPECIAL HANDLING REQUIREMENTS FOR SHIPMENTS TENDERED FOR TRANSPORTATION ON THE STACKTRAIN NETWORK;

- (D) COMPLY WITH THE PROCEDURES FOR OVERDIMENSIONAL AND SPECIAL HANDLING SHIPMENTS;
- (E) PROPERLY IDENTIFY THE COMMODITIES TENDERED FOR TRANSPORTATION;
- (F) COMPLY WITH THE EQUIPMENT REQUIREMENTS AND THE LOADING, BLOCKING AND BRACING STANDARDS SET FORTH IN THESE RULES, INCLUDING THE INTERMODAL CIRCULARS AND THE OTHER STANDARDS AND PUBLICATIONS MENTIONED IN THESE RULES;
- (G) INSPECT AND REJECT BEFORE OR AT THE TIME OF LOADING ANY CONTAINERS OR CHASSIS THAT ARE NOT IN APPARENT SUITABLE CONDITION TO PROTECT AND PRESERVE THE FREIGHT DURING TRANSPORTATION;
- (H) ADHERE TO THE PROCEDURES AND PROVISIONS REGARDING CLAIMS FOR FREIGHT LOSS AND DAMAGE;
- (I) INFORM THE PARTIES INVOLVED IN THE TRANSPORTATION THAT THESE RULES AND THE INTERMODAL CIRCULARS APPLY TO ANY SHIPMENTS TENDERED FOR TRANSPORTATION ON THE STACKTRAIN NETWORK AND CAUSE SUCH PARTIES TO COMPLY WITH THEM;
- (J) RETURN THE CONTAINER FREE OF RESIDUES AND CONTAMINATES AND OTHERWISE IN THE CONDITION REQUIRED BY SECTION 8.9.4; OR
- (K) COMPLY WITH APPLICABLE CUSTOMS, IMPORT, EXPORT, TRANSPORTATION AND RELATED REQUIREMENTS OF ANY COUNTRY INVOLVED IN A SHIPMENT.

[Last Revised May 2015]

11.2. **INDEMNIFICATION FOR EQUIPMENT**

THE CONTRACT HOLDER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS STACKTRAIN, ANY PARTICIPATING CARRIER AND ANY OTHER CONTRACT HOLDER AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS AND AGENTS FROM ANY LOSSES ARISING OUT OF OR RESULTING FROM (A) THE PACKAGING, LOADING, UNLOADING, SECURING, BLOCKING OR BRACING OF FREIGHT WITHIN A CONTAINER TENDERED TO STACKTRAIN OR THE PARTICIPATING CARRIERS FOR TRANSPORTATION OR (B) THE OPERATION, USE, STORAGE OR POSSESSION OF STACKTRAIN EQUIPMENT BY THE CONTRACT HOLDER, ITS BENEFICIAL CARGO OWNER, THE CONSIGNOR, THE CONSIGNEE OR DRAY CARRIERS OR THEIR RESPECTIVE EMPLOYEES, DRIVERS, YARD OPERATORS, CONTRACTORS AND AGENTS WHILE IT IS OUT OF THE POSSESSION OF STACKTRAIN OR THE PARTICIPATING CARRIERS.

[Last Revised September 2004]

11.3. **INDEMNIFICATION FOR FREIGHT LOSS AND DAMAGE CLAIMS**

THE CONTRACT HOLDER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS STACKTRAIN, ANY PARTICIPATING CARRIER AND ANY OTHER CONTRACT HOLDER AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS AND AGENTS FROM ANY LOSSES ARISING FROM OR RELATED TO FREIGHT LOSS OR DAMAGE OTHER THAN CLAIMS FILED IN ACCORDANCE WITH SECTION 12 OF THESE RULES AND SUBJECT TO ITS TERMS AND LIMITATIONS.

[Last Revised March 2015]

11.4. INDEMNIFICATION PROCEDURES

If Stacktrain tenders to a Contract Holder the defense of any third-party claim for which the Contract Holder is obligated to provide defense and indemnification under these Rules, the Contract Holder will promptly and diligently assume the defense of such third-party claims at its expense, with counsel reasonably acceptable to Stacktrain, provided, however, that Stacktrain is not obligated to tender defense of any third-party claim to the Contract Holder. Once Stacktrain has tendered defense to the Contract Holder, Stacktrain may revoke such tender if Stacktrain determines in its sole discretion that (a) settlement of, or an adverse judgment with respect to, the third-party claim may establish a precedential custom or practice adverse to the continuing business interests of Stacktrain; (b) the Contract Holder fails to conduct an active and diligent defense of the third-party claim; (c) there are defenses available to Stacktrain that are different from or in addition to the defenses available to the Contract Holder or its Beneficial Cargo Owner, the Consignee or the Consignor, or other conflicts of interest between Stacktrain and the Contract Holder; or (d) the third-party claim involves or could have a material effect on matters beyond the scope of the Contract Holder's indemnification obligation.

At any time that a Contract Holder has assumed the defense of such a third-party claim, the Contract Holder and its counsel will consult with Stacktrain and its counsel on a regular basis regarding the status, progress, conduct and strategies for defense of the third-party claim. Neither the Contract Holder nor we will consent to the entry of any judgment or enter into any settlement with respect to that claim without the other party's prior written consent, which shall not be unreasonably withheld or delayed.

If a Contract Holder has refused to assume the defense of a third-party claim, Stacktrain may control the defense of such third-party claim and consent to the entry of any judgment or enter into any settlement of the third-party claim without consultation with or the consent of the Contract Holder. Such action shall not constitute a waiver of any rights that Stacktrain may have against the Contract Holder arising out of its failure or refusal to defend, indemnify or hold harmless Stacktrain.

[Last Revised September 2004]

12. CLAIMS FOR FREIGHT LOSS AND DAMAGE

12.1. LIABILITY FOR LOSS OR DAMAGE OF FREIGHT

12.1.1 Stacktrain Liability

Stacktrain shall not be liable for loss of or damage to freight except as provided in the Transportation Agreement, including these Rules. Under these Rules, the liability of Stacktrain is limited to loss of or damage to freight resulting from the direct negligence of Stacktrain. Under this standard, Stacktrain may be liable for damage to freight that is the direct result of the negligence of Stacktrain in maintaining the Stacktrain equipment carrying the freight. Stacktrain is not liable for freight loss or damage resulting from the condition of Stacktrain equipment if it was apparent or evident upon the reasonable inspection described in Section 8.9.1 that the equipment was not in suitable condition to protect and preserve the freight during transportation.

Our liability will only be that of a warehouseman for freight for freight loss or damage occurring during storage at our container yards or during storage at our San Diego, California or other container yards, or Pantaco or other Mexico terminals or during transloading services. Under this standard, we will only be liable for freight loss or damage occurring during transloading when such freight loss or damage resulted from the failure of the warehouseman providing the transloading services to exercise such care in regard to the freight as a reasonably careful person would exercise under like circumstances. Any presumption of conversion imposed by law in connection with inventory shortage, mysterious disappearance of goods or similar events will not apply to loss or damage during transloading services, and Contract Holder, BCO or other claimant must establish conversion by affirmative evidence that the warehouseman providing transloading services did not exercise such care in regard to the freight as a reasonably careful man would exercise under like circumstances.

Condensation may naturally occur within a container if, without limiting other reasons, loaded with damp freight or traveling from a cold area to a hot area. Stacktrain is not liable for freight loss or damage due to condensation within a Stacktrain container unless directly resulting from the negligence of Stacktrain in maintaining the container.

We will not be responsible for loss of or damage to any commodity shipped in nonwaterproof or porous packaging and will not process or pay for freight loss, contamination or damage that occurs to any commodity that is not shipped in sealed, waterproof and nonporous packages or materials.

Stacktrain is not liable in any event for freight loss, damage or shortage caused by the physical transportation or by the loading, blocking, bracing and unloading of the freight. Negligence, willful misconduct or other fault of Participating Carriers shall not be imputed to Stacktrain.

If any act or omission of another party involved in the transportation process, such as a Participating Carrier, Contract Holder, Beneficial Cargo Owner, Consignor or Consignee, is not the sole cause but contributes to any freight loss or damage, we will be liable for only that portion of the loss or damage caused by the negligence of Stacktrain.

[Last Revised May 2015]

12.1.2 **Limitation of Liability, Types of Damages and Filing Minimum**

In case of freight loss or damage for which Stacktrain is liable, the liability of Stacktrain shall be limited to the lower of the actual value of the lost or damaged commodity at origin or at destination, reduced by a reasonable amount for salvage (see Section 12.4.3), subject to a minimum of US\$250 and a maximum liability of US\$250,000 per container for loss or damage occurring in the United States or Canada. Stacktrain does not assume any liability for, and Stacktrain's insurance coverage does not extend to, loss or damage occurring in Mexico. See Section 12.1.7 for more information about freight loss and damage in Mexico.

In case of freight loss or damage occurring during transloading for which Stacktrain is liable, the liability of Stacktrain shall be limited to the landed manufacturer's costs of the commodities that are actually lost or damaged during transloading, reduced by a reasonable amount for salvage (see Section 12.4.3), subject to a minimum of US\$250 and a maximum liability of US\$1,250 per package or US\$250,000 per container, whichever maximum liability is lower. The per container limit will be determined based on the freight contained within the international container being unloaded during the transloading services. A package will consist of a carton, box, crate, bag or other integral shipping unit which contains the freight being transloaded and which is used for protecting, handling and loading of the freight. If one or more smaller packages are contained in one or more larger packages, the largest package will be the package used to apply the per package limit of liability. Where individual packages are loaded onto a pallet to constitute a shipping unit, the limitation of liability will apply to each package on the pallet.

Under no circumstances shall Stacktrain be liable for any amount in excess of the actual physical damage to or loss of the commodity transported. Nor will Stacktrain be liable for (a) loss of or damage to any goods not identified in the transportation documents; (b) interest; (c) attorneys' fees; (d) taxes; (e) customs duties; (f) lost profits; or (g) any special, consequential, indirect or punitive damages, including damages for delay, whether or not Stacktrain could have foreseen or had actual knowledge thereof.

The maximum liability of Stacktrain for freight loss and damage shall not exceed any limitation of liability applicable to the Contract Holder vis-à-vis its Beneficial Cargo Owner. Without limiting the generality of the foregoing, the maximum liability of Stacktrain for freight claims shall be the lower of (a) \$250,000 per container or (b) the per package/pound, released value or other limitation of liability set forth in the applicable bill of lading, including but not limited to any ocean bill of lading for a shipment being transported under an ocean bill of lading.

The Contract Holder will not file claims for less than \$250 and will cause the BCO not to file claims for less than \$250 against Stacktrain or any Participating Carrier. Stacktrain and the Participating Carriers shall not pay claims if the freight loss or damage totals less than \$250.

Except as stated in this Section 12, Stacktrain shall have no further responsibility to Contract Holder, Consignor, Consignee, the BCO or any other person or entity with respect to loss or damage to cargo.

[Last Revised March 2015]

12.1.3 **Loading Requirement**

All freight must be packaged, loaded, blocked, braced and secured to withstand the rigors of intermodal transport and in accordance with these Rules and the Intermodal Circulars, including the standards set forth in Section 7. The Contract Holder is responsible for requiring the Beneficial Cargo Owner or the Consignor to comply with all such rules, regulations and recommendations relating to the packaging, loading, blocking and bracing of commodities before the loaded container is tendered to Stacktrain. The Contract Holder will cause the BCO, Consignor or Dray Carrier to supply any devices required to secure the shipment for intermodal transport. Stacktrain is not responsible for supplying any such devices.

[Last Revised September 2004]

12.1.4 **Container Seals and Shortage Liability**

The Contract Holder is responsible for causing the doors of all loaded containers to be sealed (and in some cases, sealed with a C-TPAT certified seal or a barrier seal. Generally, Carriers will not accept liability for shortages unless there is physical evidence of unauthorized entry into the container while it was in the possession of the Carrier. In the absence of any other evidence, a seal breach will not create a presumption of loss to or contamination of the cargo. The Carriers require that shortage claims be supported by seal records and actual loading and unloading records.

Generally and in addition to other procedures set forth in the applicable Intermodal Circulars, the Participating Carriers require that evidence of unauthorized entry or a seal break is noted before the container is removed from such Participating Carrier's terminal or container yard in order for the Participating Carrier to accept liability for the shortage. Freight damage of a visible or obvious nature must be documented. The absence of any notation of damage or lack of seals on transportation documents before or at the time of removal of the shipment from terminal premises creates a presumption that the shipment was delivered in good condition, and the burden will be on the claimant to prove otherwise. Likewise, the absence of any notation of damage or lack of seals on transportation documents before or at the time of delivery of the shipment to the Consignee creates a presumption that the shipment was delivered in good condition, and the burden will be on the claimant to prove otherwise.

[Last Revised March 2015]

12.1.5 **Defenses**

Neither Stacktrain nor any Participating Carrier will be liable for any delay or loss of or damage to freight arising out of (a) packaging, loading, unloading, blocking, bracing or securing of the freight that does not conform to the standards set forth in these Rules, including the Intermodal Circulars and other standards and publications referenced herein; (b) inherent vice or defect in the freight transported, or natural shrinkage, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, deterioration of perishable products, or damage caused by heat or cold; (c) events outside the control of Stacktrain, including force majeure conditions described in Section 15.9; (d) an act or default of the Contract Holder or any Consignor, Consignee or Beneficial Cargo Owner of the freight or their respective employees, contractors and agents; (e) damage occurring while the freight is stopped in transit, held or stored at the request of any party entitled to make such requests; (f) loss or damage of freight that violates any federal, state or local law, ordinance or regulation or that has been loaded in a container so that the combined weight of the chassis, container and the freight exceed the limits in Section 7.4 or violates any federal, state or local law or regulation; or (g) loss of or damage to freight requiring temperature-control protective service.

[Last Revised May 2015]

12.1.6 **Limitation of Liability of Participating Carriers and Application of Intermodal Circulars of the Rail Carriers**

The Participating Carriers' liability for freight loss or damage is subject to limited liability (generally US\$200,000 to US\$250,000 per container and subject to certain per package/pound, released value, commodity classification and other limitations for U.S. Rail Carriers and US\$50,000 in the case of the Mexican rail transportation provided in Mexico by KCSM (except in the case of FAK shipments moving by rail to or from the Puerta Mexico terminal in Toluca, where the liability is limited to a maximum liability of \$25,000 per container with a \$2,500 deductible for freight loss or damage), the Canadian rail transportation provider CN, and the claims provisions, policies and procedures set forth in the applicable Intermodal Circular of the Rail Carriers. Please see Section 1.2.5 for more information on the limitations of liability of the Rail Carriers.

The Contract Holder agrees to notify all persons or entities involved in the transportation, including the Consignee, Beneficial Cargo Owner, Consignor, Dray Carrier and other third parties, including freight forwarders, freight brokers, third-party logistics providers, intermodal marketing companies and insurers, of the applicability of the claims provisions, policies and procedures in these Rules and the Intermodal Circulars. The Contract Holder further agrees to cause such persons and entities to file and assert claims for freight loss and damage in compliance with these Rules and Intermodal Circulars. If such persons and entities fail to comply with these Rules and the Intermodal Circulars, or the provisions of these Rules or the Intermodal Circulars are found inapplicable or unenforceable, the Contract Holder will provide indemnification from Losses arising out of or related to lack of knowledge of, failure to comply with or the inapplicability or unenforceability of, the provisions of these Rules and the Intermodal Circulars, including the limited liability provisions of the Rules and the Intermodal Circulars, and other Losses arising therefrom in accordance with Section 11.

[Last Revised March 2015]

12.1.7 **Selection of Higher Limits**

On Domestic Shipments that originate in the United States, Contract Holder may, at its option, select the liability provisions set forth in 49 U.S.C. Section 11706 and 49 C.F.R. Part 1005 (which is referred to as "Carmack Liability")

If Carmack Liability is not selected by complying with all of the procedures in this section, the liability provisions of Section 12.1.2 and 12.1.6 will govern.

If Contract Holder wishes to obtain a higher loss or damage limit, Contract Holder has the following two options:

1. Contract Holder may obtain insurance; or
2. Contract Holder may obtain coverage under the terms of 49 USC 11706 as provided in this section.

49 U.S.C. Section 11706 provides for full-value liability and other liability terms for the Participating Carriers and the Contract Holder. In order for a shipment to be subject to the terms of 49 U.S.C. Section 11706, it must comply with all of the following provisions:

- (a) Contract Holder must notify Stacktrain's Loss Prevention Department in writing to: no less than seven (7) working days in advance of the shipment being in-gated at the terminal that the Contract Holder chooses Carmack liability protection.
- (b) On shipments where Contract Holder requests full-value (Carmack) liability protection Contract Holder must prepay a negotiated Carmack rate which will be obtained by contacting Stacktrain's Pricing Department via Stacktrainrates@xpo.com. Carmack coverage will in no case be less than the applicable FAK rate plus 200% of that rate. This Carmack rate will apply unless special written pricing authority is obtained by contacting the Stacktrain Pricing Director or Loss Prevention Department. Failure by Contract Holder to provide a written agreement, prior to the shipment being in-gated at the terminal, evidencing that Participating Carrier has agreed to provide Carmack Liability for any specified shipment

shall relieve Participating Carrier and Stacktrain from any obligation in excess of the liability set forth in Sections 12.12 or 12.16.

Carmack Liability protection is not available for shipments moving under FAK rates. ANY CONTRACT HOLDER TENDERING A SHIPMENT FOR TRANSPORTATION WITHOUT COMPLYING WITH ALL OF THESE PROCEDURES WILL BE SUBJECT TO THE STACKTRAIN AND THE PARTICIPATING CARRIER'S LIMITED LIABILITY TERMS.

Carmack Liability coverage is not available for any shipments that originate outside the borders of the United States of America.

[Last Revised May 2015]

12.1.8 **Freight Liability outside the United States and Canada**

Freight loss and damage occurring while the freight is in the possession of the Participating Carriers in Mexico are subject to Mexican law and the rules and policies of the Mexican Carriers. Under Mexican law, specifically Article 52 of Mexican Regulatory Railroad Service Law, a carrier's liability for freight loss and damage is limited to fifteen days minimum general salary in the Mexico Federal District per metric ton or the proportional amount pertaining to the specific weight of the loss or damage to the freight.

Neither Stacktrain nor U.S. or Canadian Participating Carriers are liable for freight loss or damage that occurs while the freight is in the possession of an international or domestic Carrier in Mexico. Furthermore, Stacktrain does not assume any liability for, and Stacktrain insurance coverage does not extend to cover, shipments outside the United States or Canada.

KCSM, a Mexican rail carrier for Stacktrain, has agreed to provide insurance for Contract Holders' freight loss and damage of up to US\$50,000 per container for freight loss or damage caused by rail transportation by KCSM, except however non-automotive shipments (i.e., FAK) moving to or from the Puerto Mexico terminal in Toluca will be subject to a maximum liability of \$25,000 per container with a \$2,500 deductible for freight loss or damage. The Mexico Rail Carrier's liability will not exceed the value of the freight as declared in documentation for U.S. or Mexican Customs, up to US\$50,000 per container, unless additional coverage is obtained in advance. If higher insurance coverage for freight loss or damage is desired, the Contract Holder should declare the value of the freight, notify KCSM in advance of the shipment's interchange and pay the additional premium for declaring higher value. As of the date of these Rules, KCSM assesses an additional premium for declaring a higher value at the rate of three tenths of one percent (0.3%) of the amount of the value declared.

[Last Revised March 2015]

12.1.9 **Liability for Delay**

Except as expressly agreed to in the Transportation Agreement, neither Stacktrain nor the Participating Carrier guarantees adherence to any particular transit or train schedule and shall not be liable for delay, interruption or other failure to transport any shipment by any particular mode or train or in time for any particular market, appointment or schedule. Neither Stacktrain nor any Participating Carrier will be liable for alternative transportation costs; other direct expenses; consequential, special, indirect or exemplary damages; lost profits; lost savings; or losses due to fluctuations in the freight's market value incurred by the Contract Holder or its Consignees, Consignors, Beneficial Cargo Owners or Dray Carriers arising out of any delay to shipments unless a duly authorized representative of Stacktrain or the applicable Participating Carrier has expressly agreed to be liable for such delay-related losses in writing.

[Last Revised June 2007]

12.2. **NOTICE AND INVESTIGATION**

12.2.1 **24-Hour Notice Required for Potential Claims**

If a shipment arrives at destination with damaged, lost or missing freight and the Contract Holder believes that Stacktrain is liable for such damage or loss, the Contract Holder must notify Stacktrain in writing *within 24 hours of delivery* by e-mail sent to the Stacktrain claims office at lossprevention@xpo.com. Such notice may be made using the Stacktrain Preliminary Notice of Freight Claims form, which may be obtained from our claims department or downloaded from the Information page after logging into the Stacktrain section of the intermodal services page of the XPO website at www.xpo.com. If a shipment transported in Stacktrain's ramp-to-ramp service arrives with damaged or missing freight and the damage or loss was not caused by the negligence of Stacktrain, the Contract Holder shall notify the Participating Carrier's freight claims department in writing within 24 hours of delivery. A list of Rail Carriers that Stacktrain currently uses, and the appropriate claims representatives, is provided for reference on our website.

Such notice to Stacktrain or the Participating Carrier must advise of the nature, extent and value of the damage or shortage and, if applicable, the location of the container and the nature and location of the condition of the container that the Contract Holder believes caused the damage or loss to the freight.

Such 24-hour notification is required so that Stacktrain or the Participating Carriers can arrange for an inspection of the freight and equipment if, in their sole discretion, doing so is warranted and to permit prompt repairs to damaged equipment before it is used to transport another shipment.

[Last Revised May 2015]

12.2.2 **Preservation of Freight, Packaging, Security Devices and Equipment**

At the request of Stacktrain or the Participating Carrier, the Contract Holder shall cause the Consignee to preserve and make available for inspection all damaged freight and all freight received in good condition and all packaging material, dunnage, blocking, bracing, security devices and Stacktrain equipment in which such freight was transported, to assist the inspector in determining the cause of the damage, shortage or loss.

[Last Revised March 2015]

12.2.3 **Consequences of Failure to Provide Notice and Preserve Freight, Materials and Equipment**

The failure to provide such 24-hour notice and to preserve the freight, equipment and other materials shall constitute an unconditional release by the Contract Holder, the Beneficial Cargo Owner and any other claimant of the freight claim, and the obligation of Stacktrain and/or the Participating Carrier to process and, where appropriate, pay freight claims shall be extinguished.

Any decision by Stacktrain or the Participating Carrier not to inspect equipment or damaged freight for whatever reason is not a waiver of any defenses to claims or suits, nor will it be considered an admission of liability by Stacktrain or the Participating Carrier. If no inspection is made, the claimant is not relieved of any of its obligations to notify, document and mitigate any Losses nor is the claimant relieved of the burden to establish that freight was delivered in damaged condition and was packaged, loaded, blocked and braced in accordance with these Rules, including the Intermodal Circulars and the publications referenced herein.

[Last Revised September 2004]

12.2.4 **Acknowledgment of Fairness and Reasonability**

The Contract Holder acknowledges that employees, agents and representatives of Stacktrain are not present during the loading, transportation, interchange, delivery and unloading of the equipment and, accordingly, agrees that the foregoing provisions regarding the liability of Stacktrain for loss or damage to any freight are fair and reasonable.

[Last Revised September 2004]

12.3. **FREIGHT CLAIMS FILING GUIDELINES**

12.3.1 **Filing of Claims Relating to Standard Stacktrain Ramp-to-Ramp Service**

Contract Holders should file claims for freight loss or damage to shipments transported through the Stacktrain ramp-to-ramp service as provided in these Rules directly against (a) Stacktrain, for freight loss or damage arising out of the direct negligence of Stacktrain, such as Stacktrain negligence in maintaining the Stacktrain equipment, or (b) the Participating Rail Carrier, for freight loss or damage occurring during rail transportation, including rail terminal operations.

[Last Revised March 2015]

12.3.2 **Time Limits for Filing Claims for Freight Loss and Damage**

As a condition precedent to any right of recovery on a claim arising from Stacktrain ramp-to-ramp service, the Contract Holder must file the notice of claim (including the documentation required under Section 12.3.3) for freight loss or damage against Stacktrain in writing within 9 months after the shipment date. Any claims or actions against Participating Carrier(s) shall be made within the time requirements set forth in its(their) Intermodal Circulars, which may be longer or shorter than the above time periods for Stacktrain.

If the Contract Holder and/or any other person claiming by or through the Contract Holder or otherwise (e.g., the Beneficial Cargo Owner, Consignor and/or Consignee) has not filed a claim in the manner set forth in these Rules within 9 months after the shipment date, our obligation to process and, where appropriate, pay freight claims shall be extinguished and the Contract Holder and/or any other claimant will be deemed to have unconditionally released the freight claim.

[Last Revised March 2015]

12.3.3 **Documentation Required for a Claim to Be Filed**

For a claim to be filed within the meaning of these Rules, a notice of claim, together with reasonable documentation in support of the claim, including the following documentation and information, must be filed with and received by the Stacktrain loss prevention department within the 9 month time limit set forth in Section 12.3.2. Due to the difficulty in receiving the required documentation in a legible format by facsimile, all claims documentation should be sent to the address specified below by manual delivery (e.g., regular mail or courier) or sent by email.

If Stacktrain receives written notice of the claim within the 9-month filing period but does not receive the following documentation and information within such 9-month period, Stacktrain and the Participating Carriers may decline the claim as not being timely filed:

- (a) A signed copy of the bill of lading, origin shipping document or other information identifying the shipment, including equipment initials and number, Consignor's and Consignee's name, waybill number, shipping date, commodity description and STCC identification number
- (b) A copy of the invoice dated before the date of the shipment showing all conditions of the sale, discounts and other information (Please note that if the shipment moved as a "stock-to-stock" shipment or an "inventory transfer," then a "certification" of price is required if an invoice is not available.)
- (c) A legible copy of the packing list denoting contents and quantities of each of the cartons, crates, boxes, pallets, or shipping units involved in the shipment
- (d) A written demand for payment setting forth a bill or statement of loss defining the individual items either lost or damaged, priced from the invoice, together with the calculation of salvage credit or salvage allowance on damaged goods (or, if salvage was not obtained, proof of disposition of the damaged goods, such as delivery receipts from third parties or certificates of destruction)
- (e) Seal records, including documentation showing that the shipment was sealed immediately after completion of loading with the date and time of loading, seal number, seal location, and date and time of seal installation. Seal installation records should be documented by a neutral third party inspector,

12.3.2a manual seal log signed by person applying seal and verified by other person, or a photograph or videotape with equipment number

- (f) Copies of exception reports, unloading reports / stroke tally sheets, delivery receipt and inspection and/or survey reports, if any
- (g) Paid invoices, correspondence, bids and/or other documentation supporting charges for reconditioning of goods, when applicable
- (h) Any additional information, records, documentation, railroad interchanges (J-1s/EIRs), photographs or other data pertinent and helpful to the clear understanding of the claim (Note that photographs should show the loaded container, with the container number visible, at the time the damage or loss was noted, as well as the condition of the container that is believed to have caused the damage or loss and the damaged goods themselves. Photos only of damaged goods after they have been unloaded from the container do not indicate how the goods were damaged.)
- (i) A representation that the amount claimed does not exceed any limitation of liability agreed to between the Contract Holder and its Beneficial Cargo Owner
- (j) Origin records or certification as to the condition and quantity of freight at the time it was received from the destination transportation provider
- (k) Shipper import declaration (if applicable)
- (l) Evidence that the shipment was properly loaded, blocked, braced and secured in accordance with these Rules

The intent of these requirements is to enable rapid freight claims processing.

[Last Revised August 2008]

12.3.4 **Address for Filing Cargo Claims for Loss or Damage**

All claims documentation related to freight loss and damage occurring in ramp-to-ramp service due to our direct negligence should be sent to the address specified below by manual delivery (e.g., regular mail or courier):

XPO Stacktrain, LLC
6805 Perimeter Drive
Dublin, OH 43016
Attn: Stacktrain Freight Claims
Telephone: 800-589-0269

[Last Revised May 2015]

12.3.5 **Time Limit for Filing Lawsuit or Initiating Arbitration**

As a condition precedent to any right of recovery from Stacktrain for freight loss or damage, the Contract Holder or other claimant must file a lawsuit or institute arbitration (if required under the Transportation Agreement, these Rules or otherwise) within (a) 6 months of the Contract Holder's or the claimant's receipt of notice that Stacktrain has declined the claim in whole or in part or (b) 15 months after the shipment date, whichever period is shorter. Any lawsuit or arbitration against Participating Carrier(s) shall be made within the time requirements set forth in its(their) Intermodal Circulars.

If the Contract Holder and/or any other person claiming by or through the Contract Holder has not filed the lawsuit or instituted arbitration within the foregoing time period, the obligation of Stacktrain to process and, where appropriate, pay freight claims shall be extinguished and the Contract Holder and/or any other claimant will be deemed to have unconditionally released the freight claim.

Through their respective Intermodal Circulars, the Rail Carriers impose different time limits for initiating lawsuits on a freight claim, ranging from six months after disallowance to eighteen months after delivery and

may require arbitration or mediation of freight claims. The Rail Carriers may not be responsible for freight claims that do not meet these time limits, dispute resolution requirements and other procedures.

[Last Revised March 2015]

12.4. **MITIGATION OF DAMAGES / UNCLAIMED OR REFUSED FREIGHT**

12.4.1 **Duty to Mitigate**

The Contract Holder and/or Consignee are required to accept delivery of a shipment and are not entitled to abandon any shipment to Stacktrain or a Participating Carrier. The Consignee may not refuse delivery of a shipment solely because the seal on the container or trailer is broken. The Consignee has a duty to mitigate its damages by accepting damaged freight unless it is of no value and without salvage value. The Contract Holder is responsible for causing the Consignee or Beneficial Cargo Owner to accept the shipment, including any damaged freight.

[Last Revised November 2006]

12.4.2 **Consequences of Failing to Accept Freight or to Remove Loads from Terminal**

If, for any reason whatsoever, the freight is refused by the Consignee or not removed from the terminal after notification, or the Contract Holder refuses to give timely direction about the disposal of freight rejected by the Consignee, Stacktrain may, without further notice or demand, place the freight in storage at the risk and expense of the freight and the Contract Holder, Consignee, Dray Carrier and/or Beneficial Cargo Owner. Such stored freight shall be subject to a lien in favor of Stacktrain for any charges. The Contract Holder—for itself, the Dray Carrier, the BCO, the Consignee and the Consignor—hereby grants to Stacktrain such a lien. Stacktrain may exercise the foregoing rights at any time after 48 hours have elapsed since notification of the arrival and availability of the freight at destination or of the Consignee's rejection of the freight.

Alternatively, Stacktrain or the Participating Carrier may sell the freight to the highest bidder in a public or private sale. Before such a sale of nonperishable freight is made, we will first give written notice to the Contract Holder, Consignee or BCO that the freight has been refused or unclaimed and that it will be subject to sale if disposition is not arranged for within 3 business days. Further failure or refusal to claim or dispose of the freight within this time period will constitute a waiver by the Contract Holder, Consignee and BCO of all right, title and interest in and to the freight and all rights, claims, notices and defenses with respect to the freight to the maximum extent permitted by applicable law.

If the receiver of perishable freight fails or refuses to accept it promptly, Stacktrain may in a public or private sale sell the freight to the best advantage to prevent deterioration. Where the procedures provided for in the two preceding paragraphs are not possible, Stacktrain may sell the freight as authorized by law.

Stacktrain shall be entitled to recover from the Contract Holder and/or Consignee, and/or from the proceeds of a sale or disposal of the freight, all costs incurred as a result of the Contract Holder's and/or Consignee's failure to accept delivery of the freight or to provide direction about the disposal of rejected freight, including all storage fees and costs of disposal, as well as damages for any loss of use of Stacktrain equipment, which shall be a minimum of \$25 per day.

[Last Revised March 2015]

12.4.3 **Mitigation of Damages and Salvage Obligations**

The Contract Holder and/or Consignee are required to use all reasonable and good-faith efforts to mitigate its damages from any freight loss or damage. These efforts will include salvaging the goods in a commercially reasonable manner and repackaging and relabeling the freight. If the Contract Holder and/or Consignee contend that it cannot salvage damaged freight, then the freight shall be offered to the Participating Carrier or Stacktrain for salvage. If the Contract Holder and/or Consignee prevents or refuses to sell or allow the sale of damaged freight, Stacktrain may deduct its reasonable estimate of the salvage value of the damaged freight from the amount of the claim against Stacktrain. The Participating Carrier may likewise deduct the salvage value from the

claim amount. In that case, the Contract Holder and/or Consignee shall be bound by the reasonable salvage deduction determined by Stacktrain or the Participating Carrier. Stacktrain or the Participating Carrier may recover from the Contract Holder and/or from the proceeds of a sale of the freight (or deduct from the claim) all costs incurred as a result of the Contract Holder's or Consignee's rejection and the Contract Holder's failure to provide direction or to sell or permit the sale of the freight, including all storage fees and costs of disposal. Notwithstanding the foregoing, if the freight is offered to Stacktrain or the Participating Carrier for salvage, Stacktrain or the Participating Carrier is entitled to, but is not required to, undertake salvage efforts. If Stacktrain or the Participating Carrier, in its discretion, determines that it will not undertake salvage efforts, Stacktrain or the Participating Carrier in no way waives its right to assert its claim that the Contract Holder and/or Consignee failed to mitigate damages by its failure to take efforts to salvage the freight.

[Last Revised March 2015]

13. AUDIT RIGHTS

Stacktrain shall have the right, upon written request and reasonable prior notice, to audit the Contract Holder's and the Beneficial Cargo Owner's records for the purpose of verifying compliance with the Transportation Agreement and these Rules, including verifying no adverse routing of Stacktrain equipment via modes other than Stacktrain; the accuracy of commodity descriptions; the satisfaction of volume requirements; proper handling of hazardous materials and other Restricted Commodities; the application of proper loading, blocking and bracing techniques; applicable limitations of liability for freight claims between the Contract Holder and its Beneficial Cargo Owner; and the appropriate application of rates. The Contract Holder will cause the BCO to cooperate with Stacktrain in exercising its audit rights.

[Last Revised March 2015]

14. ARBITRATION

14.1. DISPUTES SUBJECT TO ARBITRATION

Except as provided in this Section 15.1 or in the applicable Transportation Agreement, any dispute involving the provisions of these Rules or their interpretation or any Transportation Agreement making reference to these Rules will be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The only circumstance in which a dispute will not be subject to the provisions of this section are (a) when Stacktrain seeks equitable relief to enforce any provision of these Rules, (b) when a party has been made a party to a judicial proceeding and the other party is an appropriate additional party to such proceeding or (c) as provided in the applicable Transportation Agreement.

[Last Revised November 2006]

14.2. ARBITRATION PANEL

Disputes shall be decided by a panel of three arbitrators with knowledge and experience in the cargo transportation industry, although the parties to the dispute may agree to use only one mutually acceptable arbitrator. In selecting an arbitration panel, each party shall select one arbitrator, and the two arbitrators shall jointly select the third. The sole right of the arbitrator(s) shall be to enforce or interpret the terms of these Rules and the Transportation Agreement, and not to expand the rights or obligations of the parties beyond their express terms.

[Last Revised March 2005]

14.3. **ARBITRATION PROCEDURES AND COSTS**

Unless otherwise provided in the Transportation Agreement, any such dispute shall be (a) brought within 1 year of the event giving rise to the dispute (except in the case of disputes involving cargo loss or damage, in which case the time limit is set forth in Section 12.3.2; (b) heard by the arbitrators, if applicable, within 60 days of their selection; (c) decided within 30 days after all evidence and legal arguments have been presented to the arbitrators, if applicable; (d) decided under the governing laws set forth in [Section 15.8](#); and (e) held in Franklin County, Ohio, or another location agreed to by the parties to the dispute. The arbitrator shall have the authority to award costs, such as pre-award interest, post-award interest, experts' fees and attorneys' fees as deemed equitable considering the circumstances, the outcome of the arbitration and the conduct of the parties. Subject to the arbitrators' authority to award costs, each party will bear the costs of the arbitrator selected by such party and shall equally share the cost of the third arbitrator (or the single arbitrator, if applicable). Any arbitration award shall be final and binding on the parties. Judgment on the award may be entered in any court of competent jurisdiction.

[Last Revised March 2015]

14.4. **CONFIDENTIALITY OF ARBITRATION**

All aspects of the arbitration shall be treated as confidential. Neither the parties to the arbitration nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with applicable law or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests. In no event shall such disclosure to comply with legal or regulatory requirements be deemed to waive the confidential nature of the disclosed information.

[Last Revised March 2005]

15. GENERAL PROVISIONS

15.1. **SEVERABILITY**

If a court of competent jurisdiction finds that any provision of these Rules is invalid or unenforceable, such provision shall be ineffective as to such jurisdiction, without invalidating the remaining provisions of these Rules or affecting the validity or enforceability of such provision in any other jurisdiction. Furthermore, if such provision could be more narrowly drawn so as not to be invalid or unenforceable in such jurisdiction, it shall be so narrowly drawn as to such jurisdiction, without invalidating the remaining provisions of these Rules or affecting the validity or enforceability of such provision or any other provision in any other jurisdiction.

[Last Revised March 2005]

15.2. **WAIVER**

A failure by Stacktrain to enforce strictly any provision of these Rules shall not be construed to be a waiver of that provision or as excusing future performance in accordance with the provisions of these Rules.

[Last Revised March 2005]

15.3. **CUMULATIVE REMEDIES**

All remedies hereunder are cumulative, are in addition to any other remedies provided for by law or in equity, and, to the extent permitted by law, may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Without limiting the generality of the foregoing, the assessment or collection by Stacktrain of an administrative charge or other fee set forth in these Rules shall not affect or limit the right of Stacktrain to exercise any other right or remedy.

[Last Revised March 2005]

15.4. **LIQUIDATED DAMAGES**

In a number of sections of these Rules are set forth administrative charges that Stacktrain may assess in connection with specified incidents of noncompliance with these Rules. The Contract Holder acknowledges that we will incur administrative and other internal costs in dealing with the Contract Holder's failure to comply with the specified sections of these Rules and that it is difficult to quantify precisely the cost of the administrative burden imposed on Stacktrain in advance. Such administrative charges are intended to approximate the internal costs incurred by Stacktrain and are liquidated damages for such noncompliance, not a penalty.

[Last Revised March 2005]

15.5. **AMENDMENTS TO THESE RULES**

Stacktrain may change or replace these Rules from time to time without advance notice by posting the revised Rules on our website. Contract Holders are advised that the terms, conditions, charges and services in effect on the date of the tender of the shipment shall apply, and Contract Holders will have a continuing obligation to obtain and be aware of the version of these Rules in effect on the date of tender. The current version of these Rules may be obtained on the Stacktrain Login section of the intermodal services page of our website at www.xpo.com.

[Last Revised March 2015]

15.6. **VARIATIONS FROM THESE RULES**

Other than changes to these Rules by Stacktrain in accordance with Section 15.5, these Rules may be amended, modified, waived or varied only through a Transportation Agreement or other written agreement signed by a duly authorized representative of Stacktrain.

[Last Revised March 2005]

15.7. **INTERPRETATION**

Specific provisions in these Rules take precedence over general provisions. The use in these Rules of the term "including" means in every instance "including, but not limited to." The headings in these Rules are for convenience of reference only and will not govern or affect the interpretation of any of the terms or provisions of these Rules. Terms used in the plural shall include the singular and vice versa.

[Last Revised March 2005]

15.8. **GOVERNING LAW**

Any dispute arising in connection with a Transportation Agreement, these Rules and/or the transportation and other services provided by Stacktrain shall be governed by and interpreted in accordance with the laws of the State of Ohio, or different, the laws of the state set forth in the Transportation Agreement.

[Last Revised March 2015]

15.9. **FORCE MAJEURE**

Stacktrain shall be excused from performing its obligations to a Contract Holder under a Transportation Agreement, including these Rules, if it or a Participating Carrier is prevented or delayed by force majeure conditions beyond its reasonable control (whether or not foreseeable), including fire or explosions; lockouts, strikes, slowdowns, labor shortages or disturbances; acts of God, including floods, hurricanes, tornadoes, earthquakes, unusually severe weather and natural disasters; war, insurrection, sabotage, civil disobedience, terrorism or riots; acts of the public enemy; acts of governmental authority, including closure of roads due to vehicular accident, re-routing, detours, repair of roads, police action closing facilities, port and rail ramp closure, cross-border traffic delays due to customs or other governmental activity, or the requirements of customs authorities or the United States Department of Homeland Security; embargo; congestion, facility closures, embargoes or service issues affecting the Participating Carriers; and epidemics or quarantine restrictions.

[Last Revised March 2015]

Prohibited and Restricted Articles

Excerpts of Union Pacific Railroad Company

Master Intermodal Transportation Agreement 2-A, effective November 15, 2014

- A. Prohibited Articles: The following Prohibited Articles will not be accepted and UPRR will not accept responsibility for these Prohibited Articles shipped in Intermodal Units over the lines of UPRR. Any articles named herein, shipped in violation of the Prohibited Articles section of this Item 520 may be forfeited and will be assessed a surcharge of Ten Thousand Dollars (\$10,000.00) per Intermodal Unit. This surcharge will be in addition to the applicable FAK (Freight All Kinds) rate and any other charges applicable to the Prohibited Article Shipment.
1. Any article, product, Commodity or substance considered to be illegal contraband by any state or federal government entity, forbidden to be owned, possessed or forbidden to be transported by any government entity.
 2. Blacks (carbon gas or oil blacks), lamp blacks or vegetable blacks, dry NEC, not activated, no dyes or dyestuffs when loaded in railroad owned, controlled or leased equipment.
 3. Bulk commodities when loaded in railroad owned, controlled or leased equipment.
 4. Coal or coke, regardless of packaging, when loaded in railroad owned, controlled or leased equipment.
 5. Hazardous Materials of Asbestos, Class 6 or any subsidiary Class 6, Class 7 (radioactive material) and hazardous waste or liquids, as described in the current edition of DOT CFR 49, Parts 106-180 Hazardous Materials Regulations and the Hazardous Materials section of this MITA when shipped in railroad owned, controlled or leased equipment.
 6. Hides, furs, pelts or skins, green or green salted when shipped in railroad owned, controlled or leased equipment.
 7. Municipal garbage waste, solid, digested and ground, fertilizer material or sewage waste when shipped in railroad owned, controlled or leased equipment.
 8. Sodium compounds (STCC 28-123-NN) when shipped in railroad owned, controlled or leased equipment.
 9. Used batteries (electric) spent, with or without chemicals.
 10. Used machinery, equipment, auto parts; assembled or in components moving in railroad owned controlled or leased equipment.
 11. Any material, cargo or product(s), defined in the Hazardous Materials Table contained in 49CFR172.101 with a 1, 2, 3, 4, 5, 6, or 13 in the Special Provisions column; any material, cargo or product(s) "Toxic by Inhalation", "Poisonous by Inhalation" or "Inhalation Hazard".
 12. Flammable Compressed Gas, taking Class 2 Division 2.1 in Tariff BOE 6000-Series, will not be handled when loaded in ISO Tank Containers or portable tanks.
- B. Restricted Articles: Except as described below, it is not permissible for any Commodity identified in this Restricted Articles section to be shipped over UPRR lines using the Commodity description of FAK (Freight All Kinds, STCC 4611110). All Restricted Articles must use a Standard Transportation Commodity Code, as published in Railinc publication STCC 6001-series. An appropriate STCC, or STCC series, has been included for most of the Restricted Articles, listed below. To be clear, under no circumstances are FAK rates acceptable for the movement of Restricted Articles over the lines of UPRR.

Additionally, any articles named herein, shipped in violation of the Restricted Articles Section of this Item 520 will be assessed a surcharge of Six Thousand Dollars (\$6,000.00) per Intermodal Unit. This surcharge will be in addition to the special rate that would have been established had it been requested and any other charges applicable to the Restricted Article Shipment. UPRR reserves the right, at its sole discretion, to hold any Intermodal Unit containing Restricted Articles at an

Intermodal Facility until assessed charges, which may include but are not limited to the special rate, surcharge, and any Accessorial charges resulting from handling or holding at the Intermodal Facility, are paid in full.

- (a) The actual shipper and its agents agree to properly describe, package and block and brace the cargo to prevent longitudinal and lateral movement in accordance with industry accepted blocking and bracing practices as provided by the Association of American Railroads pamphlet 45 and as specified by the Code of Federal Regulations (CFR) 49 in addition to all local, state and federal regulations.
- (b) UPRR will not be held liable for any losses or damages, direct, indirect special, consequential or punitive, which result from delay or an interruption of rail services, nor does the carrier guarantee rail services on any schedules, published, projected or implied. The provisions of this agreement are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- (c) The Shipper agrees to indemnify defend and hold UPRR harmless from and against any, liability, losses, damages, claims, judgments, fines, penalties, lawsuits, expenses / costs including, yet not limited to reasonable attorney fees, relating to death or personal injuries, property damage, environmental contamination, violation of local, state, federal statutes or regulation or freight loss / damages resulting from or arising out of the shippers negligence in the preparation and transportation of Restricted Articles.
- (d) The Shipper acknowledges that UPRR makes no representations as to the suitability of the below mentioned Commodity for rail transportation, the Shipper further acknowledges that there are significant differences in the forces exerted on the cargo in rail transportation that may require additional packing and Blocking and Bracing measures for the Commodity to move safely.
- (e) Unless otherwise noted, cargo liability shall not exceed the maximum amount of \$500.00 per container. Furthermore, when using UPRR controlled containers to ship Restricted Articles, the shipper agrees to return each container empty and cleaned, free of any oil, dirt, debris or contaminants. Any container not returned empty and clean will be subject to a \$1000.00 fine per unit, in addition to any and all cleaning and repair charges.
- (f) All other provisions of Union Pacific's Master Intermodal Transportation Agreement (MITA) remain in effect. The MITA also sets forth other terms and provisions under which this movement may be made including full liability coverage under 49 USC 11706 see Item 320 of this document.
 - 1. Aircraft, aircraft parts, airplanes, airplane parts, airplane components; helicopters, helicopter parts or components, or any other instrumentality used for flying. Use STCC 3721310 (complete aircraft) or STCC 3729991 (aircraft parts).
 - 2. Animals, game, fowl, or poultry, live, refrigerated, frozen, fresh meat and packing house products and dressed poultry as described in Items 67780 through 68010 of UFC 6000-series.
 - 3. Animals, fish, or fowl, trophies, stuffed or mounted, or research cadavers. Use STCC 3999813
 - 4. Bulk non hazardous liquid commodities in Flexitanks/Flexibags, shipped in privately owned or controlled Intermodal Units. Flexitanks/Flexibags must be approved for use on UPRR and can only be used in steel 20 foot containers. Environmental Packaging Technologies (EPT), Braid, Pac Tec Inc., Trans Ocean Bulk Logistics Inc. (Formerly TOD), CACSA, Stolt and Mark & Williams (M&W) brand Flexitanks/Flexibags are approved for use on UPRR (Effective May 1st, 2011). The STCC will be based on the Commodity in the Flexitank. If there are any questions regarding the correct STCC to apply, or for further assistance with a STCC, contact your UPRR Business Representative or UPRR Shipment Quality (402-544-3791).
 - 5. Calcium Carbide. All new shipments must be inspected by UPRR Hazmat group. [Shipment is considered new if the actual shipper, waybill shipper and/or loading method have not already been approved to ship on UPRR] All shipments must have proper packaging that meets all UN and DOT requirements, as outlined in CFR49, Section 173.211. Packaging must be new or in "as-new" condition; free of holes, tears or excessive dents or rusting and be completely waterproof. All lading must be properly blocked and braced, per AAR hazmat requirements. Shipping trailers/containers must be in good working order, to prevent or limit the amount of moisture within the unit. Contact UPRR Shipment Quality (402-544-3791) to arrange an inspection. Shipments cannot be tendered to UP before the inspection has been performed. Shipper must give 72 hours notification for inspections. (Use STCC 2812629).

6. Ceramics (Use STCC 3295249), pottery (Use STCC3269970), glassware (Use STCC 3229150), crystal (Use STCC 3229150), and chinaware (Use STCC 3262110).
7. Cigarettes and tobacco products. Shipper is solely responsible for ensuring that any Cigarettes or tobacco products tendered for shipment in an Intermodal Unit are protected with a waterproof barrier that is not less than five (5) millimeters thick. NOTE: Failure by Shipper to secure and completely enclose any Cigarette or tobacco products Shipment as required herein will relieve UPRR from any responsibility for loss or damage to Shipment caused by moisture. Use STCC 2111110 or obtain a high value STCC from UPRR Shipment Quality 402-544-3791
8. Extraordinary value, generally items where the size of the item bears little relationship to the value of the cargo or an item whose value cannot be accurately accessed by its designation, such as: bank bills, coin or currency, deeds, drafts, notes or valuable papers of any kind; carcasses; jewelry, other than costume or novelty; postage stamps; United States mail of any class; precious metals or articles manufactured there from; precious stones, revenue stamps; antiques; collectibles; or other related or unrelated old, rare or precious articles of extraordinary value, and all individual items worth more than \$10,000.00 each or where an Intermodal Unit Shipment of the Commodity is worth more than \$250,000.00.
9. Fish, shellfish, crustaceans, fresh or frozen. Use STCC 0912190 (fish) or STCC 0912290 (shellfish)
10. Fruits or vegetables, of any kind. Use STCC 0121990 (citrus fruit), 0122990 (deciduous fruit) or 0139990 (vegetables)
11. Hides, furs, pelts or skins, green or green salted shipped in privately owned or controlled Intermodal Units with the cargo properly packaged, secured, blocked and restrained for rail transportation. All Shipments must be properly lined with a durable liner to prevent any leakage. The Waybill Shipper will be responsible for all associated cleanup costs of the facilities and any equipment remediation that may occur from any hide, pelt or fur shipment documented to be leaking on UPRR property. These items are prohibited from moving in UPRR controlled equipment. Use STCC 2014191
12. Ice, ice cream and/or frozen novelties. Use STCC 2024110
13. Loaded temperature-controlled Trailer or Containers billed as FAK (Freight All Kinds), or any temperature controlled Shipments. (See Item 550 for provisions to apply)
14. Marine vessels of any kind including ships, boats, canoes, launches, yachts, or sailboats unless individually crated and properly blocked and braced for rail transportation. Use STCC 3732990
15. Medical equipment, medical supplies, or medical hardware including x-ray machines, CT scanning devices or MRI devices. Use STCC 3841130
16. Medicines, drugs, pharmaceuticals, prescription and non-prescription medication. Use STCC 2831190
17. Metal products shipped in coils, rolls, reels, or spools, when the gross weight of the product and packaging exceeds 3,500 lbs. (1591 kg) per package. (See Item 540). The maximum liability limit described in MITA Item 310-series will be obtained with the submission of the MITA Item 540 Coil Contract. The Coil Contract is required before tendering any shipments to UPRR. MITA Item 540 contains a list of pertinent STCCs (Commodity Codes).
18. Military communications outfits, as described in Item 73785 of Uniform Freight Classification Code (UFC).
19. Military tracking, radar, communications equipment, electronics, or surveillance equipment.
20. Any items moving in conjunction with a military field exercise.
21. Missiles, guided or rockets, guided; guidance systems or electronic guidance control apparatus for installation in missiles or in missile sections; missile or rocket frame assemblies containing electronic apparatus, or mobile missile guidance control systems, as described in Items 69093 through 69098 of Tariff UFC 6000-series.

22. Motor vehicles of any kind, including Gliders (autos that are finished except for the engine, drive train and/or battery, such as an electric automobile), unless individually crated and properly blocked and braced for rail transportation. Blocking and bracing must include wheel chocks on all wheels as well as longitudinal and lateral floor blocking. Concentrated weights must be properly addressed so the weight is dispersed enough to reduce the weight to less than 2,500 pounds per linear foot and 25,000 pounds per 10 linear feet. Use STCC 3711955
23. Over Dimensional shipments (See Item 440). Liability coverage, as described in MITA Item 310, would pertain to this shipment unless the actual commodity is listed as a Restricted Article and therefore falls within the guidelines of this section.
24. Plants, living or fresh cut including Christmas trees, floral or nursery stock. Use STCC 0861110 (Christmas trees) or STCC 0191209 (nursery stock)
25. Raw wooden logs when shipped in railroad controlled equipment. Logs must be banded together to prevent the lading from pressing against the side walls. Bullboards or other longitudinal securement is needed to prevent any lading from contacting the rear doors. Use STCC 2411165
26. Trailers, modular housing, prefabricated housing, modular or prefabricated offices, carts, freight or passenger. Buildings, houses or offices; fabricated or portable. Units must ship empty. No other lading or equipment, that is not mechanically mounted in the unit, will be allowed to ship. Containers must meet AAR M930 specifications and trailers must meet AAR M931 specifications. Use STCC 4221130
27. Used business equipment, office furnishings or furniture. Use STCC 4111210
28. Used household goods, furnishings, or furniture. Use STCC 4111615
29. Used machinery, equipment, auto parts; assembled or in components moving in private equipment. All fluids must be completely drained and lading must be properly packaged to prevent any residual fluids from leaking out of the trailer/container. These items are prohibited from shipping in UPRR controlled equipment. Use STCC 4111530 (non scrap parts) or STCC 4111445 (scrap parts)
30. Used tires. Use STCC 4026125
31. Domestic shipments of Consumer Electronics. Union Pacific's liability for the contents of any Domestic Intermodal shipments of Consumer Electronics will be limited to \$100,000.00. However, the maximum liability limit described in MITA Item 310-series can be obtained by contacting UPRR Shipment Quality at 402-544-3791 to obtain a high value STCC and providing an executed seal agreement and complying with all the terms and conditions therein. (See MITA Item 345- series).
32. Any LTL (Less than Truckload) Shipment lot. Eff. 4/15/09.
33. United States Mail of any kind. Eff. 4/15/09.
34. Packages and/or parcels of any kind moving via any private expedited courier service. Eff. 4/15/09.
35. Shipments of commodities, defined in Bureau of Explosives Tariff BOE-6000-series as Division 1.1 and 1.2 Explosives (HazMat Codes 4901). Eff. 4/1/09

UPRR reserves the right to refuse Commodities in addition to those listed in this Item 520 at its sole discretion.

For further assistance with any STCC identification related to a Prohibited or restricted Article please contact your UPRR Business Representative or UPRR Shipment Quality (402-544-3791).

[Last Revised May 2015]

SECTION 6 – LOADING REQUIREMENTS

Prohibited and Restricted Commodities

Excerpts of CSX Intermodal

Service Directory No. 1, Section 6 – Loading Requirements Services, effective April 1, 2015

6.7 – Prohibited Articles / Commodities

The following Prohibited Articles will not be accepted under this Directory and CSXI will not accept responsibility for these Prohibited Articles shipped in Vehicles over the lines of CSXI or by its Underlying Carriers. Any Articles named herein, shipped in violation of this (Section 6, Item 6.7) may be forfeited and will be assessed a surcharge of \$10,000.00 per Vehicle. This surcharge will be in addition to the applicable FAK (Freight All Kinds) rate and any other charges applicable to the Prohibited Article Shipment. If transportation of the incorrectly described Cargo is prohibited by this Directory or otherwise, CSXI may interrupt the Shipment or cause it to be interrupted and held, and Shipper agrees to pick up or cause the Shipment to be picked up, at Shipper's cost and expense, wherever the interruption has occurred. Shipper shall pay (and where necessary, reimburse CSXI) for all costs of interruption, security, storage and pickup, all transportation costs to the point of interruption, and all other costs arising from or related to the incorrect description of the Cargo.

Any article, product, Commodity or substance considered to be illegal contraband by any state or federal government entity, forbidden to be owned, possessed or forbidden by any government entity to be transported.

Batteries, used, (electric) spent, with or without chemicals having value for reclamation of materials.

Blacks (carbon, gas or oil blacks), lamp blacks or vegetable blacks, dry NEC, not activated, no dyes or dyestuffs when loaded in railroad controlled equipment.

Bladder Bags, hazardous commodity only

Bulk commodities when loaded in railroad-controlled equipment

Calcium Carbide UN1402

Coal or Coke when loaded in railroad-controlled equipment.

Hazardous Materials:

- Asbestos Class 9
- Poison (Toxic) Inhalation Hazard Shipments, in any amount are forbidden on CSX Intermodal
- Hazardous waste manifested shipments

Hides, furs, pelts or skins, green or green salted when shipped in railroad-controlled equipment. (*Also see Section 6.8 for movement in shipper vehicles*).

Household goods, furnishings or furniture, and personal effects (Cross-Border Shipments only).

Municipal garbage waste, solid, digested and Ground, other than sewage waste when shipped in railroad-controlled equipment.

Sodium compounds (STCC 28-123-##) when shipped in railroad controlled equipment

6.8 – Restricted Articles / Commodities

The articles of Cargo described below will not be accepted for Shipment under "Freight All Kinds" (FAK) prices, but will only be accepted pursuant to an SPQ or other CSXI Contract. Any articles named herein shipped in violation of this (Section 6, Item 6.8) will be assessed a surcharge of \$6,000.00 per Intermodal Unit. In addition, if incorrectly described, Shipper releases CSXI and its Underlying Carriers and contractors from, and will indemnify them against, any liability for loss of or damage to Cargo and any other claim or loss, cost, damage or expense arising from or relating to the incorrect description and an additional charge per (Section 6, Item 6.4) will be assessed against Shipper.

Aircraft, aircraft parts, airplanes, airplane parts, airplane components, helicopters, helicopter parts, or components, or any other instrumentality used for flying.

Ammunition, small arms, described as Class C Explosives in Tariff BOE 6000 or as described in item 5980 of UFC.

SECTION 6 – LOADING REQUIREMENTS

Animals, game, fowl, or poultry, live, refrigerated, frozen, fresh meat and packing house products and dressed poultry as described in Items 67780 through 68010 of UFC 6000-series.

Animals, fish, or fowl, trophies, stuffed or mounted, or research cadavers.

Articles likely to damage freight equipment or other Cargo as described in Rule 4 of UFC.

Articles of extraordinary value as described in Rule 3 of UFC.

Asbestos Products as described in item 6400 of UFC.

Asbestos Insulation as described in items 53170, 53210, and 53350 of UFC.

Asbestos, Crude as described in item 6450 of UFC.

Asbestos, Scrap as described in item 6600 of UFC.

Bladder Bags, non-hazardous (*see Note F*)

Bogies Chassis, Flat Bed Trailers or Flat Racks, bundled or stacked.

Byphenyls, polychlorinated (PCB).

Bulk Commodities (See Note A) except when moving in Shipper Vehicles.

Carbon Black (See Note B)

Ceramic pottery, glassware, crystal, and china other than those shipped at a released value of 35 cents per pound.

Cigars, Cigarettes, Snuff & Manufactured Tobacco Products as covered in item 26880 of UFC. Shipper is solely responsible for ensuring that any Cigarettes or Tobacco Products tendered for Shipment in an Intermodal Unit are protected with a waterproof barrier that is not less than five (5) millimeters thick. Note: Failure by Shipper to secure and completely enclose any Cigarette or Tobacco Products Shipment, as required herein, will relieve CSXI from any loss or damage to Shipment caused by moisture.

Coal or coke unless shipped in Shipper Vehicle with the Cargo properly packaged, secured, blocked and braced for rail transportation.

Coins, currency, valuable or negotiable documents or any kind.

Commodities requiring protection from heat or cold.

Explosives as described in Classes A and B in Tariff BOE 6000.

Extraordinary value, generally items where the size of the items bears little relationship to the value of the Cargo or an item whose value cannot be accurately assessed by its designation, such as: bank bills, coin or currency, deeds, drafts, notes or valuable papers of any kind; carcasses; jewelry, other than costume or novelty; postage stamps;

United States mail of any class; precious metals or articles manufactured therefrom; precious stones, revenue stamps; antiques; collectibles; or other related or unrelated old, rare or precious articles of extraordinary value, and all individual items worth more than \$10,000 each or where an Intermodal Unit Shipment of the Commodity is worth more than \$250,000.

Fish, shellfish, crustaceans, fresh or frozen.

Fork lifts, not exceeding a total weight of 5,000 lbs. and 2,500 lbs per axel. (See Notes H, I, and J.)

Fresh fruits or vegetables, of any kind.

Hay, dry baled

Hides, furs, pelts or skins, green or green salted, any/all kinds of wet hides, pickled or dry hides, pelts or skins (not dressed or tanned only) shipped in Shipper Vehicle with Cargo properly packaged, secured, blocked and braced for rail transportation. All Vehicles must be properly lined with a durable liner to prevent any leakage. The Shipper is responsible for all associated clean up costs of the facilities and any remediation including equipment that will be required as a result of any leakage.

House or building sections, modulars, and factory manufactured, with or without heating, air conditioner and plumbing equipment, electrical wiring and fixtures, refrigerators, stoves or cabinets installed.

Household goods, furnishings or furniture, and personal effects. (See Note D).

Ice, ice cream and/or frozen novelties.

Iron oxide slurry residue for extraction of iron.

Lime sludge or waste.

Livestock.

SECTION 6 – LOADING REQUIREMENTS

Loaded temperature-controlled Trailer or Containers billed as FAK (Freight All Kinds), or any temperature controlled Shipments.

Marine vessels of any kind including ships, boats, canoes, launches, yachts or sailboats.

Medical equipment, medical supplies or medical hardware including x-ray, CT scanning and MRI devices.

Medicines, drugs, pharmaceuticals, prescription and non-prescription medication.

Metal or metal products including, but not limited to, those shipped in coils, reels, rods, sheets, plates or spools as further described in Section 6.9: Concentrated Weighted Products.

Military communication outfits, telegraph, telephone or teletype, including necessary radio equipment.

Military tracking, radar, communications equipment, electronics or surveillance equipment.

Missiles, rockets, guided; guidance systems or electronic guidance control apparatus; or mobile missile guidance control systems, missile or launching apparatus and related equipment.

Any items moving in conjunction with a military field exercise.

Motor Vehicles, freight or passenger, or combination of freight and passenger.

Motor vehicle parts intended for use in the production of new motor vehicles, where the cargo (or freight) origin and destination are in the United States, Mexico, or Canada.

Outfits, radio repair or public address or television.

Paper rolled or baled loads (all rolled or baled loads will be inspected) (see Note F).

Pipe (See Note G)

Plants, living or fresh cut including Christmas trees, floral or nursery stock.

Potatoes.

Precious metals or stones or articles manufactured therefrom.

Radioactive materials as described in items 80761 to 80768 of UFC.

Railway wheels, new or used, when moving on other than flatbed Vehicles.

Raw wooden logs when shipped in railroad-controlled equipment.

Rubber shavings or turnings.

Scrap, except when palletized or in barrels (See Note G)

Skid Steer Loaders, not exceeding a total weight of 5,000 lbs. and 2,500 lbs. per axle. (See Notes H, I, & J).

Special Equipment (over dimensional, flatbed, flatracks, and open tops) (See Note E & F).

Tire fabric.

Tank Containers (ISO)

Trainers, air flight, or flight training aids or devices, electronic; or such articles combined with or shipped with communication equipment or outfits, electronic in boxes, crates or mounted on automobiles or Trailer Vehicles, as described in item 35325 of UFC.

United States Post Office Department mail of any class.

Any LTL (Less than Truckload) Shipment lot.

Packages and/or parcels of any kind moving via any private expedited courier service.

Used business equipment, office furnishings or furniture.

Used Machinery, equipment, auto parts; assembled or in components.

Used tires.

Waste, municipal garbage as described in item 96137 of UFC. (See Note C)

Watermelons.

SECTION 6 – LOADING REQUIREMENTS

Wheeled Vehicles used in the Construction/Farming Industries not exceeding weight of 5,000 lbs and 2,500 lbs per axle.

Notes:

- A. For the purposes of this Item, the term “bulk commodities” includes any Cargo shipped loose or in mass which must be shoveled, scooped or forked for handling and which is not in packages, nor units of such size as to readily and expediently permit handling piece by piece.
- B. This restriction does not apply to Shipments moving in Shipper Vehicles.
- C. CSXI prohibits the loading of municipal garbage waste in any equipment it utilizes. Any party loading municipal garbage waste in CSXI-supplied equipment will be subject to a \$5,000.00 assessment per occurrence and will be responsible for disposition of the waste and cleaning of the equipment, and for all other associated costs.
- D. In addition to the limitations set forth in Section 9 below, when tendering Household goods Shipper agrees to accept a released valuation of twenty-five cents (\$0.25) per pound for remaining claims made for the shipments tendered hereunder, subject to proof of value thereof.
- E. Special equipment must be preapproved, and move via SpQ Only.
- F. Restricted to the approved loading and securing requirements. For further information please contact CSXI’s Load Engineering and Design Services (L.E.A.D.S) at 800-432-1032.
- G. Must not exceed the floor limitation and be loaded in a manner not to put pressure on the sidewalls.
- H. Fork lifts will be accepted if they meet the method provided, if not then you will have to provide a method to Load Engineering and Design Services.
- I. All attachments to the wheeled machines have to be detached and braced.
- J. The wheeled vehicles will be accepted if they meet the method provided, if not you will have to provide a method to Load Engineering and Design Services.

CSXI reserves the right to refuse Commodities in addition to those listed in this Section 6 at its sole discretion.

6.9 – Concentrated Weighted Products

In order to ship Concentrated Weighted Products the Shipper, at its own expense, must adhere to strict rules for blocking and bracing, identification and safety and receive

prior approval from CSX Intermodal’s Risk Management Group.

The following general restrictions apply:

- ***Concentrated Weighted Products in excess of 3,500 lbs. (1591 kg.) per Package are required to move in containers only.
- ***Any coiled metal products weighing less than or equal to 5,000 lbs must be loaded on hardwood skid (as defined by the AAR) that has a minimum deck surface dimensions of four (4) feet by four (4) feet, along with three (3) – four (4) inch by four (4) inch skid runners.
- ***Coiled products exceeding 5,000 pounds must be loaded on a load and roll pallet, sled, or similar type of weight distribution system, unless exempted by Load Engineering and Design Services.
- ***Metal coils weighing less than 3,500 lbs must be loaded as single coils, and cannot be stacked or loaded in a manner that produces additional concentrated weights on the floor of the equipment.
- ***Maximum weight of a coiled metal shipment must not exceed the equipment manufacturers cargo weight limitation or the AAR maximum weight limit as per Section 6.2.

[Click here for instructions on Concentrated Weighted Products Shipping.](#)

6.10 – Domestic Shipments of Consumer Electronics

CSXI’s liability for the contents of any Domestic Intermodal Shipment of Consumer Electronics will be limited to \$100,000. However, the maximum liability limit described in *Section 9, Item 9.5* can be obtained by contacting CSXI Damage Prevention at 800-432-1032 to obtain a high value STCC code, providing an executed seal agreement and complying with all the terms and conditions therein.

6.11 – Bulk Commodities, Drop-Frame or Tank Vehicles: Non-Application of Prices

Prices provided by CSXI do not apply on Shipments of bulk commodities (except as provided in *Section 6, Items 6.7 and 6.8*) or on Shipments in drop-frame or tank Vehicles, unless specifically authorized by SPQ or other CSXI Contract.

6.12 – Hazardous Materials and Hazardous Waste

Hazardous Materials or hazardous waste shipments can be moved using a customer’s CSXI Contract, as a pre-approved commodity per the Hazmat Evaluation table or upon

SECTION 6 – LOADING REQUIREMENTS

approval per the CSXI Hazmat Evaluation process. For the rules governing the transportation of Hazardous Materials and hazardous waste—as well as specifications for Vehicles and restrictions governing the acceptance and transportation of the same—see Tariff BOE 6000, whose terms and conditions are incorporated by reference herein.

In accordance with Tariff BOE 6000, Shipper agrees to properly submit all shipping documents, noting the presence within the Vehicles of any Hazardous Materials or waste, including the weight of the materials, a proper description of the materials, and information associated with its nature and proper emergency handling and disposal techniques (see Section 4). In addition, prior to submitting any Vehicle that contains a hazardous material subject to regulation under Tariff BOE 6000 for Shipment, Shipper must place the appropriate Placards and verify the proper markings on the Vehicle and provide for the proper removal of Placards when the Vehicle no longer contains a regulated Hazardous Material. CSXI requires the bottom of a placard be at least 5 (five) feet or higher, above the bottom rail of a Container (If a Trailer, 5 (five) feet above the Ground) and at least 5 (five) feet in from the corner post on the sides. End Placards must be located with the same height restrictions. Consistent with the American Association of Railroads (AAR) recommendation and the upcoming AAR/Rail Carrier Loading requirements, this requirement will improve visibility of Placards when units are placed in the bottom well of a railcar.

Shipper agrees that it will be responsible to CSXI and its Underlying Carriers and contractors for any and all expenses incurred as a result of the Shipper's failure to comply with all applicable Tariff BOE 6000 rules and any and all applicable

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

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

The tender of a Shipment with the commodity description "Freight All Kinds" and/or STCC 461110 constitutes Shipper's certification that no hazardous material, as defined in DOT regulations, including but not limited to the provisions of 49 C.F.R. Section 172.101, is included in the Shipment and/or Tariff BOE 6000.

[Last Revised May 2015]

XPO Stacktrain Rules and Procedures Update

Sections updated May 2015

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9.2	CUSTOMS CLEARANCE AND BORDER CROSSING - deleted
9.2	CANADA SHIPPING INSTRUCTIONS (previously 9.3)
9.2.1	U.S. Customs Clearance Using the Automated Manifest Systems - deleted
9.2.2	Canadian Customs Clearance – DELETED
9.1.1	Customs Clearance for Northbound Shipments from Mexico through the United States to Canada
9.3	SLOT RESERVATIONS ON CN (previously 9.4)
9.3.2	Shipping Information for Southbound Shipments from Canada to the United States - deleted
9.4.1	Requirement for Slot Reservation - Deleted
9.4.2	How to Obtain a Slot Reservation - Deleted
9.4.3	Origins and Destinations Requiring Slot Reservations - deleted
9.4	GOVERNMENT DOCUMENTS AND INSPECTIONS (previously 9.5)

9.5.2	Canadian Food Inspection and Other Canadian Agencies - deleted
9.5.3	U.S. Food and Drug Administration and Other U.S. Agencies - deleted
9.5.4	Responsibility for Costs – Included in 9.4
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11.7.1	U.S. Customs Inspections
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13.1.6	Limitation of Liability of Participating Carriers & Application of Intermodal Circulars of the Rail Carriers
13.3.4	Documentation Required for a Claim to Be Filed
13.3.6	Time Limit for Filing Lawsuit or Initiating Arbitration
16	GENERAL PROVISIONS
16.9	FORCE MAJEURE
APPENDIX 1	PROHIBITED AND RESTRICTED COMMODITIES OF UPRR, CSXI & BNSF
	BNSF PROHIBITED AND RESTRICTED COMMODITIES LISTING ADDED