



# Rules Tariff

# 1

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CPKC 1 Revision 2025.1  
cancels and supersedes:  
CP 1 Revision 2023.2  
KCS 9011-G Revision 24  
KCS 9012 Revision 19

This document is updated  
periodically. Current versions of  
this and other CPKC tariffs are  
available at [www.cpkcr.com](http://www.cpkcr.com).

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7550 Ogden Dale Road SE  
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New Item



Price Change



Text Update



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## Introduction to Services

### Item 1000 About CPKC

Information about the markets Canadian Pacific Kansas City (CPKC) serves, as well as the transportation and logistical services CPKC offers can be found at [www.cpkcr.com](http://www.cpkcr.com) or by contacting a CPKC account manager [see <https://www.cpkcr.com/en/customer-resources/become-a-customer>]. The suite of tools for doing business with CPKC is housed in [Customer Station](#).

### Item 2500 Core Transportation Service and Supplemental Services

Pricing in a confidential contract or tariff will include the core transportation services provided by CPKC. Optional services provided beyond this core transportation service are considered supplemental. Unless otherwise stated in the applicable confidential contract or tariff, Table A summarizes the service elements that are included as core (C) and some examples of optional supplemental services (S):

Table A: Core Transportation Services						
Service Element	Rail	Door Direct		Terminal Direct		
	Carload	Intermodal	Transload	Intermodal	Transload	Automotive
Pick-up of released railcar from origin facility	C					
Movement from origin facility to destination facility	C					
Initial placement of railcar at destination facility	C					
One switch per scheduled service day <sup>1</sup> (service days are subject to change)	C					
Switch request for a specific car ID or specific car type	S					
Switching of railcars at facility after initial placement	S					
Additional cars switched to carry out Customer's car movement instructions	S					
Live delivery and pick-up of the shipment / equipment		C	C			
Use of standard container and chassis for live (un)load		C				
Use of standard flatbed or trailer type appropriate to commodity			C			
Direct shipment transfer from truck / chassis to railcar		C	C			
One in-gate or out-gate at the terminal per trailer / chassis				C	C	C
Direct shipment transfer between trailer / chassis and railcar				C	C	
Load and secure vehicles or unload vehicles						C
1. CPKC operates 24 hours per day and 7 days per week. Facilities receive service on scheduled service days, the frequency and timing of which depend on local operating factors and are subject to change. CPKC's core service includes one switch per service day						

The terms and fees for supplemental services are governed by CPKC's Supplemental Services Tariffs. Ordering service from CPKC indicates acceptance of the terms and conditions published in CPKC's tariffs in effect at the time of the order:

CPKC 2 – rules, supplemental services and fees for shipments in railcars

CPKC 3 – rules, supplemental services and fees for shipments in intermodal or international containers

CPKC 4 – rules, supplemental services and fees for shipments into or out of transload facilities

CPKC 5 – rules, supplemental services and fees for shipments travelling as full trains

CPKC 6 – rules governing private equipment on CPKC's network, including mileage equalization

CPKC 7 – switching rules and fees in Canada and the United States

CPKC 8 – rules and fees for hazardous shipments

CPKC 9 – supplemental services and fees for automotive shipments

Except where inconsistent with a provision of this tariff, the other above-named CPKC tariffs or other contractual terms specifically agreed to in writing, the rules, regulations, charges and allowances of the following named publications shall, along with the terms of service specified herein, apply to all rail transportation and services provided by CPKC:

AAR 2 – Hazardous Materials Shipping Descriptions [49-series STCC numbers]  
BOE 6000 Series – Bureau of Explosives Rules  
OIER 6037 Series – Official Intermodal Equipment Register  
OPSL 6000 Series – Open and Prepay Station List  
RER 6412 Series – Official Railway Equipment Register  
RIC 6007 Series – Mileage Allowance and Rules  
RIC 6571 Series – Rules for Export Declarations & Customs Manifests  
RIC 6740 Series – Heavy Duty Flat Car Charges  
STCC 6001 Series – Standard Transportation Commodity Codes  
UFC 6000 Series – Uniform Freight Committee

## Shipping

### Item 11400 Safe Shipping Requirements

Customers, through their actions, ensure the safety of shipments, equipment, employees and the communities through which the railway runs. Customers are responsible to ensure that equipment is loaded, unloaded and released properly and are liable for the consequences when this is not done – including, but not limited to, damage, theft, injury or fatalities. Some Customer shipping responsibilities include:

#### Preparation

- Know and abide by the applicable laws, regulations and requirements for the areas through which the shipment will travel.
- Adhere to applicable commodity restrictions in effect (e.g., in Tariff 8 or Tariff 3 Appendix).
- Obtain required permits and CPKC pre-authorization for shipments exceeding standard equipment dimensions/restrictions.
- Inspect equipment before loading to ensure it is suitable and free from material defects.
- Ensure tank-type equipment meets International Maritime Organization (IMO), AAR and Transport Canada's *TC Impact Approved* standards.
- All Wood Packaging Material (WPM) to be used in the shipment must be compliant per Tariff 1 Item 13200.

#### Loading

- Always wear personal protective equipment (PPE) when working near railway facilities, tracks or equipment.
- Follow applicable American Association of Railroads (AAR) / Railway Association of Canada (RAC) loading rules & standards, CPKC approved standard operating procedures (SOP) and applicable shipping guide.
- Distribute the shipment weight evenly and within the equipment and applicable CPKC load limit.
- Temperature-controlled shipments loaded to allow proper air flow and product pre-warmed/cooled to the set temperature.
- Ensure the shipment is contained entirely within the equipment.

#### Securing

- Secure the shipment to prevent both linear and lateral shifting, using blocking and bracing as necessary.
- Close and secure all gates, doors, hatches, etc.
- Apply tamper-resistant ISO 17712 seals on all equipment, including containers picked up / dropped off at multiple locations.
- Clear the exterior of the equipment of debris, product or other accumulation to ensure it is safe to travel.

#### Releasing and Unloading

- A Bill of Lading must be submitted prior to tendering any shipment for transportation (see Tariff 1 Item 12000).
- Unload / release equipment in a timely fashion to avoid asset use charges.
- Equipment must be available for immediate pick-up when billed or released.
- At destination, empty equipment of all contents including dunnage and debris, and close doors, gates or hatches.
- All fumigant labels must be removed prior to car release.
- Prior to releasing tankcars for movement, all valves, fittings, closures, covers, plugs, caps, and fasteners must be checked for tightness per manufacturer's specifications – even if not utilized during the loading/unloading process.
- Intermodal equipment must be cleared of snow / debris, and ready for highway travel before the driver arrives for pickup.

While it is the Customer's responsibility to ensure a safe facility and proper loading, unloading and release of equipment, CPKC's Damage Prevention Team [[damage.prevention@cpkcr.com](mailto:damage.prevention@cpkcr.com)] can assist in planning for the safe movement of shipments and has loading guides available [[www.cpkcr.com/en/customer-resources/shipping-guides-resources/Damage-Prevention](http://www.cpkcr.com/en/customer-resources/shipping-guides-resources/Damage-Prevention)]. Customers must comply with the Safety Handbook [[www.cpkcr.com/en/safety/customer-safety](http://www.cpkcr.com/en/safety/customer-safety)].

## Item 11500 Pipeline Management

It is the Customer's responsibility to work with supply chain members in real time to manage the flow of railcars, ensuring that the receiving facility is able to accept all traffic upon arrival at destination. Regarding the Customer's ability to request assistance from CPKC:

- When issues occur on CPKC, the Customer may approach CPKC in real time to mitigate congestion, asset use fees or further delay. Supplemental services, including diversion, special switch or staging at origin, may be available options.
- Where CPKC is an upstream carrier and railcars remain within CPKC control, services such as diversion or staging at origin may be available in real time to help manage the overall pipeline.
- When delays occur for reasons attributable to CPKC as the terminating carrier, asset use relief may apply per Tariff 2.
- The *Log-An-Issue* tool in [Customer Station](#) is available to initiate requests.



## Item 12000 Shipping Instructions

Shipment instructions in a Bill of Lading authorize CPKC to move shipments. It is the Customer's responsibility to ensure that shipment instructions are received prior to (but not more than 7 days before) a shipment being tendered to the railway. By submitting a Bill of Lading, Customers are agreeing to the rates, terms and conditions of the shipping authority (confidential contract or tariff) that governs the movement of the shipment. CPKC will not pick-up a shipment without a complete Bill of Lading in place. Shipments without a complete Bill of Lading at the time of service will be left behind, which may result in shipment delays and additional tariff charges. Bills of Lading must be accurate, complete and may be submitted electronically through [Customer Station](#) or via EDI. The components required for a complete Bill of Lading are summarized in Table B below:

Table B: Components required for a complete Bill of Lading		
All Shipments	Cross-border Shipments	Hazardous Commodities
Equipment details (initials, number, size, type, etc.)	Customs broker	Commodity UN Number
Payer of Freight (i.e., billable party)	Ship From / Ultimate Consignee full name & address	Commodity Class Number
Shipper's legal name and full address	Importer full name & address	Commodity Packing Group
Consignee's legal name and full address	Country of origin	24-hour telephone contact number
Any other parties to the shipment (e.g., care of)	Invoice value and currency	Emergency response plan # and phone number
Origin, destination and route	Harmonized Code(s)	Other required commodity or region-specific info
Equipment load or empty status	<b>To CANADA</b>	
Commodity description and all STCCs in shipment	Canadian Customs broker	
All seal numbers affixed to secure equipment	Ocean bond number if originating at Canadian port	
Net weight and unit of measure (e.g., kg, tons)	<b>To UNITED STATES</b>	
Total # of pieces and package type	US Customs broker	
Authority (i.e., confidential contract # or tariff #)	IT or T&E Bond for traffic not clearing at the border	
	<b>UNITED STATES exports to CANADA or MEXICO</b>	
	Internal Transaction Number (ITN) or Exclusion code	
	FIRMS code for bonded shipments	
	<b>To MEXICO</b>	
	US freight forwarder	
	Mexican Customs broker	
	Carta Porte codes	
	<b>From MEXICO</b>	
	US Customs broker for US imports	
	IT & T&E Bond for traffic clearing inland or transiting	

**Table B (continued): Components required for a complete Bill of Lading**

Additional Requirements
Shipment instructions must meet all local, provincial, state and national regulatory requirements to be considered complete
Temperature-controlled shipments require set-temperature details in the Bill of Lading
When a third party terminal loads containers to a railcar, the Bill of Lading must include car and container information including the position of the containers
Any special notes or instructions on the Bill of Lading are not binding on CPKC or other carriers

### Item 13200 **Wood Packaging Material**

For all cross-border (loaded or empty) shipments tendered to CPKC, the Customer represents and warrants that any Wood Packaging Material (WPM) [e.g., pallets, crates, boxes, dunnage, etc.] used to support or brace the cargo is either heat treated or fumigated with methyl bromide, and marked with an approved international stamp certifying compliance with the international standard. The Customer further represents and warrants that the interior and exterior of all commodities, packaging and equipment are free of pests, including insects (live or dead), insect larva, insect eggs and weed seed prior to the shipment being tendered. Shipments will be denied entry/border crossing if the shipment does not conform to the above or related regulatory requirements. Non-compliant shipments are subject to fees in CPKC's Supplemental Services Tariffs and may be rerouted for export from border locations at the Customer's expense. CPKC reserves the right to request that the Customer provide proof of compliance to regulations and standards associated to WPM.

## Invoicing and Payment



### Item 11100 Credit

Every Customer must secure credit of fifteen (15) days with CPKC prior to shipping. Without credit, funds for shipments are required in advance which could result in shipment delays. Customers can apply for credit online at: <https://www.cpkcr.com/en/customer-resources/become-a-customer>. A CPKC Credit Analyst is available for assistance at 1-877-404-0433. For Customers without publicly available financial information, additional information (e.g., financial statements) or a financial guaranty or irrevocable standby letter of credit in a form and from a financial institution acceptable to the Carrier may be required to grant or maintain credit. For further details regarding credit application requirements refer to Item 21000. Any changes to a Customer's name or ownership must be disclosed to CPKC immediately using CPKC's online credit application form. Failure to pay invoices within credit terms, a change in creditworthiness, or a failure to provide financial information requested by CPKC to demonstrate creditworthiness may result in credit suspension or cancellation without notice.

### Item 14000 Payment

Payment must be made no later than the due date on the invoice. Electronic payment is made through the *Invoicing* tool on *Customer Station*. Questions about electronic invoicing and payment options may be directed to CPKC's e-Business team by email at [eB\\_support@cpkcr.com](mailto:eB_support@cpkcr.com) or by phone at 1-888-333-8111.



### Item 14100 Disputes

If invoiced charges are not correct, they should be disputed promptly. Disputes are to be submitted electronically through the *Invoicing* tool on *Customer Station* prior to the invoice due date. Any undisputed amounts on the invoice must be remitted as described in Item 14000. Requests to defer invoicing to another party must be accompanied by written concurrence from that party. The dispute should include a brief description of the reason for the dispute along with documentation to support the dispute as indicated in Table C below [R = Required Documentation]. Disputes submitted without the required documentation may be declined. CPKC accounts receivable contact information is indicated on the top right of each invoice.

**Table C: Documentation required to support a disputed invoice**

Dispute Type	Rate Authority (CPKC or Foreign RR)	Amount Expected	Supporting documentation (e.g., emails, cars / units or events involved)	Bill of Lading or Purchase Order	Contact person	Correct Bill To Party	Duplicate invoice # and / or date	Payment information (check #, amount, date, details or remittance)	Foreign RR contact (email, phone)	Correct reference PO or Branch	Evidence of cars shipped (provide reason if incentive volume not met)	Tax exemption form
Incorrect rate applied	R	R	R		R							
Fuel surcharge error	R	R	R		R							
Incorrect Bill To Party			R	R	R	R						
Duplicate invoice					R		R					
No physical move			R		R							
Already paid			R		R			R				
Movement / service should be free			R		R							
Rule 11 vs Through movement	R		R		R				R			
Incorrect reference # or branch				R	R					R		
Demurrage or Accessorial fees	R	R	R	R	R						R	
Incentive rate error	R	R	R		R						R	
Tax issue			R	R	R							R
Origin / Destination / Route error	R	R	R	R	R							
CPKC Operations error	R	R	R	R	R	R			R	R		
Other dispute not covered above	R	R	R	R	R	R						

## Item 14400 Interest Charges

CPKC assesses an interest charge on freight and supplemental service invoice amounts that are beyond specified Credit Terms. The method of interest application is described below with sample scenarios provided in Table D for additional context:

- Interest is assessed at a rate of 0.0329% per day [12% per annum] for each day the invoice is/was past due.
- Separate monthly statements outline the interest charges for all open invoices that are past due as well as any closed invoices from the previous month that were paid past specified Credit Terms.
- Credit Terms are outlined in Item 21000 of this tariff unless otherwise specified within the applicable freight tariffs or confidential contracts that govern shipments on CPKC.
- Due Date is calculated as Invoice Date plus Credit Terms.
- Days Past Due is calculated as Due Date minus the date funds were received by CPKC.
- When an invoice is disputed [see Item 14100], it is placed into a disputed status which is not subject to the interest charge. If the disputed invoice is deemed accurate, the disputed status is removed and interest charges reinstated from the original Due Date through the date payment is received by CPKC.
- Questions regarding interest charges may be directed to the CPKC accounts receivable representative indicated on the top right of each invoice or to the CPKC Receivables Management team at 1-877-474-5008 or [CS\\_Collections@cpkcr.com](mailto:CS_Collections@cpkcr.com).

Table C: Documentation required to support a disputed invoice											
Based on an invoice generated Jul 6 for the period of Jun 1 - 30											
Waybill Date	Invoice Date	Credit Terms [Days]	Due Date	Invoice Amount	Amount Paid	Date Paid	Balance	Days Past Due	Interest Charge Current Month	Current Invoice Status	Interest Charge Comments
Jun 1	Jun 2	15	Jun 17	\$1,500	\$0.00	-	\$1,500	13	\$6.42	Unpaid	Interest charges assessed as invoice amount is 13 days beyond terms.
Jun 20	Jun 21	15	Jul 6	\$1,000	\$0.00	-	\$1,000	0	\$0.00	Unpaid	No interest assessed during period as invoice amount is still within credit terms.
May 1	May 2	15	May 17	\$2,000	\$0.00	-	\$2,000	30	\$19.74	Unpaid	Interest charges assessed for entire interest period [Jun 1-30] as amount is beyond terms. Customer would have received interest charges for this invoice on previous interest invoice [May 17-30].
Jun 1	Jun 2	15	Jun 17	\$1,000	\$1,000	Jun 22	\$0.00	5	\$1.65	Paid	Interest charges assessed as full amount paid was not within credit terms.
Jun 1	Jun 2	15	Jun 17	\$1,000	\$0.00	-	\$1,000	13	\$0.00	Dispute	Invoice amount was disputed within credit terms; therefore, no interest is charged at this time. After investigation, if an amount is still owing, interest will be reinstated.
Jun 9	Jun 10	15	Jun 25	\$2,000	\$1,500	Jun 22	\$500	5	\$0.00	Dispute	Invoice amount partially paid – so automatically placed into dispute status. No interest is charged at this time. After investigation, if an amount is still owing, interest will be reinstated.
Jun 1	Jun 2	15	Jun 17	\$1,500	\$0.00	-	\$1,500	13	\$6.42	Dispute over; balance unpaid	Customer disputed amount on Jun 16, however total amount was deemed valid on Jun 24 and has yet to be paid. Therefore, interest charges are assessed.



## Rules and Regulations

### Item 20100 Application

In this Tariff 1 and all other applicable CPKC tariffs (including but not limited to tariffs 2 through 9) and other ancillary tariffs and supplements ("CPKC Tariffs"), "CPKC" shall mean, each and together:

- Canadian Pacific Railway Company;
- Central Maine & Quebec Railway Canada Inc.;
- Central Maine & Quebec Railway US Inc.;
- Dakota, Minnesota & Eastern Railroad Corporation;
- Delaware and Hudson Railway Company, Inc.;
- SOO Line Railroad Company; and
- The Kansas City Southern Railway Company;
- Gateway Eastern Railway Company;
- The Texas Mexican Railway Company,

respectively, where each is involved in the movement of the shipment.

"Customer" or "Customers" means the Payer of Freight, the Shipper, the Receiver, the Consignor or the Consignee, as the case may be.

CPKC's Tariffs shall be enforced in accordance with the laws of the province or state in which the shipment tendered originates, together with applicable federal law and the custom and usage of the railway industry. The Customer acknowledges and agrees that on shipments moving to or from other railways, all applicable tariffs of the other railways apply to that portion of the shipment on the respective other railways, and that the services offered on other railways may differ from CPKC. For greater clarity, the Customer acknowledges and agrees that such other railways are independent contractors and are not agents, representatives, or subcontractors of CPKC, nor shall anything be construed as establishing or implying a relationship of agency, subcontractor, joint venture or partnership between CPKC and any connecting railway.

"Carrier" or "Carriers" shall mean CPKC and any connecting railway. "Commodities" mean the goods transported. "Hazardous Commodities" are as specified in CPKC's Tariff 8. "Private Equipment" is as specified in CPKC's Tariff 6. References to CPKC cars shall also extend to cars owned or operated similarly by other railways unless stated otherwise. Except as otherwise provided, rates and charges published in CPKC's Tariffs are competitive rates and only apply from or to points specified. Rates do not apply to intermediate points and cannot be used to construct combination rates.

Shipping Instructions, also referred to as Bill of Lading, are deemed to be duly authorized when submitted and are valid and binding, irrespective of means of transmission, including electronic submission of same, including but not limited to 'EDI 404'. Any Shipping Instruction submitted for shipments originating in Canada shall be deemed to use CPKC's Standard Bill of Lading, and for shipments originating in the United States of America, the Uniform Straight Bill of Lading, the terms and conditions of which are incorporated by reference except where inconsistent with a provision of this or any other CPKC Tariffs, or other contractual terms. Each Bill of Lading, whether issued under the authority of a rate tariff or a confidential contract, shall constitute a "Contract of Carriage" and such Contract of Carriage shall incorporate CPKC's Tariffs. In addition to this Tariff 1, Shipper is responsible for ascertaining all other applicable CPKC Tariffs and complying with all requirements therein.

### Item 20200 Updates to CPKC Tariffs

This document and the other CPKC tariffs noted in Item 2500 outlining chargeable services and rules will be updated from time to time with no less than 30 days' notice of any price, charges or fee increase or change of rules or conditions. For notifications of updates to this Tariff, subscribe using [Customer Station](#).

### Item 20250 Commodities Crossing International Borders

- a) Customer is responsible to prepare, provide and deliver to CPKC all Customs documentation that may be required to comply with applicable laws and regulations for the import, export and transit of the Commodities between countries, including through engaging a reputable and experienced customs agent and/or broker.
- b) Customer will indemnify and hold harmless CPKC for any losses and damages incurred by CPKC or its affiliates caused

by Customer's failure to provide all necessary Customs documentation that may be required under applicable laws and regulations, as well as for the costs and expenses incurred or suffered (including, but not limited to, litigation costs, court costs, judgments, liabilities, losses, attorneys' fees, fines, penalties, assessments and bonds) as a consequence of the inaccuracy of the information provided to rail Carrier or its affiliates by Customer or its representatives, including, without limitation, for any setout costs, detentions, penalties, and fines determined by the tax and customs authorities.

Further, Customer shall be responsible for paying any penalties, fines or user fees imposed on CPKC or Customer by any regulatory authorities, as well as for any damages, losses, costs and expenses incurred by any Carrier due to lack of compliance by Customer, Customer's representatives or any third parties engaged by or acting for the benefit of Customer in connection with Customs matters (e.g., Customs agent and/or broker). Additionally, should any Customs authority order the railroad equipment to be stopped or detained for causes not attributable to CPKC in connection with Customs matters concerning the Commodities, Customer shall be responsible for any damages, losses, costs and expenses incurred by any Carrier in connection therewith. In such event, Customer may also be required to cover additional services associated with such circumstance. Customer shall be responsible to carry out all actions, including following relevant proceedings, before Customs authorities to remediate any such situation including to secure the release of any railroad equipment.

With respect to loads held for Customs inspections, CPKC will not be liable to Customer, the importer, or the Consignee for any loss or damage to the equipment or Commodities to the extent caused by any Customs official or authority or any other governmental authority or any employee, broker or agent of Customer. In addition, CPKC will not be liable to Customer, the importer or the Consignee for any fines, duties, charges, expenses, levies, penalties, taxes, fees, or other charges assessed against Customer, the importer, or the Consignee by any governmental agency or Customs authority. All such liability will be considered the responsibility of the Customer. Further, CPKC shall have no responsibility or liability with regard to false documentation and/or inaccurate information given to CPKC by the Commodities' owner or Customer, or its or their legal representative related to required Customs documentation and/or filings made in connection with transacting the import of goods and containers, including without limitation the "*Tránsito Interno*" documentation of Commodities required for shipments originating or terminating in Mexico, and neither for the transactions of import or any other Customs applicable regime.

- c) Rates will not include the unloading, segregating or reloading of freight when required to accomplish US Customs clearance. Such unloading, segregating and reloading of freight is the responsibility of Consignor and/or Consignee.
- d) Commodities To or From Mexico – Unless otherwise provided in a contract between CPKC and Customer any transportation service performed by any Mexico Carrier (including CPKC's affiliate, Kansas City Southern de Mexico, S.A. de C.V. "KCSM") will be subject to all laws and regulations pertaining to railroad transportation in Mexico (without giving effect to the principles of conflicts of laws), including but not limited to, environmental, taxing, civil, commercial, loss and damage to cargo, administrative and labor laws, rules, decrees, ordinances and the Mexican Regulatory Railroad Service Law and its Regulations.

*Carta Porte* is a mandated requirement for all shipments into or originating in Mexico for export. Shipments that do not satisfy the *Carta Porte* requirements may be impacted by clearance and/or interchange delays as well as border setouts. Customer shall be fully compliant with the *Carta Porte* requirements to avoid delayed shipments, additional fees, expenses, fines or penalties on the Mexican portion of the shipment. Customer is responsible for the accuracy of the information provided by it or its representatives (e.g., Customs brokers) to CPKC.

Customer shall provide all required *Carta Porte* information on Bills of Lading that include any Mexican rail carrier or have an ultimate destination in Mexico. The required information is in support of all importation or exportation of goods in transit to Mexico. Customer shall provide CPKC in each Bill of Lading a 24-hour contact number of one or more Customer representatives knowledgeable with the *Carta Porte* instructions and requirements in support of each shipment to respond to questions and issues from CPKC.

Mexican railroads, including CPKC's affiliate, KCSM, will not initiate the transport of goods, nor receive them in interchange from other carriers, without having the necessary information from shippers that would allow the Mexico railroad to issue the Bill of Lading (*Carta Porte*) and the invoice prior to the provision of the freight rail transportation service, including service provided by third parties hired by Customers and restrictions imposed by any Mexican Government entity. Following is a link to more in-depth information as it relates to *Carta Porte* and the Mexico SAT regulations: <https://www.cpkcr.com/en/customer-resources/CPKC-Customer-FAQ>.

### **Item 20300 Limitation of Common Carrier Offering**

Intermodal services are not common carrier offerings and CPKC does not hold itself out to be a common carrier for Intermodal services.

### **Item 20350 Changes in CPKC Operations**

CPKC is not obligated to continue ownership, maintenance (including weight standards) or operation of any rail lines. CPKC will not be liable for any consequential, incidental, special or punitive damages or increased transportation costs incurred as a result of CPKC's lawful discontinuation of ownership, maintenance (including weight standards) or operations of any rail lines.

If an agreement making reference hereto has a Minimum Volume Requirement and a Customer fails to meet the requirement due to the lawful cessation of service or abandonment of rail lines during any period of the agreement, waiver of the Minimum Volume Requirement shall be the Customer's sole remedy.

### **Item 20400 Customer Representations and Warranties**

The Customer represents and warrants to the Carrier(s) that the commodity(ies), the packaging thereof, the loading and unloading thereof, and all other obligations of the Customer under the Contract of Carriage have been and will be performed in accordance with all applicable provincial, federal, state or local laws, regulations, decisions, orders, tariffs, and schedules as well as Customer responsibilities as detailed in this tariff and associated tariffs. The Customer represents and warrants to the Carrier(s) that it controls the routing of the commodity(ies) being transported by the Carrier(s) and is the purchaser of these services as described in the Contract of Carriage.

### **Item 20500 Rights to Inspect, Reject, Return and Determine Final Weight**

CPKC reserves the right to inspect shipments to ensure safety or ascertain the accuracy of the description(s). The description of the commodity(ies) as set forth on all shipping documents must conform to the Standard Transportation Commodity Code 6001 Series and must show ALL applicable STCC numbers. In the event a description is incorrect, CPKC shall be permitted to:

- a) adjust the rates being charged to ensure the rates conform with the Commodity actually being transported;
- b) refuse to transport the commodity; or
- c) respond in any other legal manner.

CPKC reserves the right to reject any shipment which does not comply with provisions set out by CPKC. Failure of CPKC to reject a shipment which does not comply shall not make CPKC responsible for loss, damage or injury resulting from the nonconformity or otherwise alter CPKC's responsibility or liability. When shipment is directly or indirectly refused or rejected and not unloaded by the Consignee or Receiver, CPKC reserves the right to return the shipment to its origin, subject to the same freight price used to ship it to the Consignee or Receiver that refused or rejected it.

CPKC reserves the right to make the final determination as to the weight of any shipment where the applicable rate is priced using weight and the actual weight is disputed. In intermodal containers, "Footprint Weight" may not exceed 2,500lbs per linear foot without sub floor protection. Drive axle can carry approximately 75% of fully loaded forklift weight (for example, a 20,000lb forklift [including cargo] that has 7,500lbs on each front drive wheel [5,000lbs more than the 2,500lb per linear foot limit] must utilize sub floor reinforcement in loading and unloading).

## Item 20600 **Use of Team Tracks or Public Delivery Tracks**

Existing team track service, including loading/unloading platforms and other structures, are available for use by Shippers for non-hazardous commodities only on a pro-rata shared usage basis, at the sole cost, risk and expense of the Customer(s) using the team track facilities. By using such facilities, the Customer agrees to indemnify and hold harmless CPKC from all claims, costs and expenses, and to assume all risk, responsibility and liability for death, personal injury, or property damage, arising from, related to, or in any manner caused by, in whole or in part, the use of such team track facilities.

By using a CPKC team track, the Customer agrees to CPKC's Tariffs. Team tracks may be accessed only upon CPKC permission and signed written agreement. CPKC may deny access if, in CPKC's discretion, it is determined that the Customer's use of the facilities is negatively affecting the safety of the team track, other Customers, or other CPKC operations. Upon completion of loading or unloading, the Customer(s) shall leave CPKC's property in a safe and clean condition, removing all materials brought onto CPKC's property or removed during unloading.

## Item 20700 **Switching performed by other railways**

Where switching or "inter-switching" charges are incurred in the transportation of commodities, Shipper shall be responsible for any switching charges incremental to those included in rates as detailed in tariffs or confidential contract.

## Item 20800 **Customer Owned or Leased Equipment**

If equipment used for any shipments tendered by the Customer is owned or leased and provided by, or on behalf of, the Customer, the Customer represents and warrants to the Carrier(s) that such equipment is in compliance with all terms listed in CPKC's Tariff 6 [Private Equipment]. Should any Private Equipment as defined in CPKC Tariff 6 be used, the terms and conditions of CPKC Tariff 6 shall apply.

## Item 20900 **Hazardous Commodities**

If any Hazardous Commodities (loaded or residue) are transported, the Customer represents and warrants to the Carrier(s) that such commodities are in compliance with all terms listed in CPKC's Tariff 8 [Hazardous Commodities]. Any application of Hazardous Commodities to CPKC equipment or shipment not in compliance with CPKC Tariff 8 will be deemed unsafe and unauthorized, and will be subject to applicable fees.

## Item 21000 **Payment & Credit Terms**

The Customer shall pay all rates, charges, costs, expenses and taxes in full no later than the due date on the invoice (inclusive of Saturdays, Sundays and statutory or civic holidays). If the Customer disputes any portion of the invoice, the Customer shall pay the invoice by the due date shown on the invoice less the disputed amount in accordance with the Customer's records and indicating the reason for the dispute. The Carrier will accept a whole or partial claim for overcharge, over-collection or duplicate payment only if the claim is:

- made within 180 days of the date of the invoice in which it is alleged to have been made;
- in writing; and
- contains sufficient information for the Carrier to conduct an investigation, including:
  - the name of the claimant (which must be the same as the party who overpaid);
  - the amount of the claim;
  - the applicable quote number;
  - the original Bill of Lading;
  - the original freight bill;
  - a description of the freight bill payment charges at issue and supporting documentation; and
  - in the case of overcharges: the rate, weight, description of the commodities, and applicable supporting documentation.

Any claim or dispute must include all documentation required in accordance with Item 14100 of this Tariff 1. Failure to file all required information and documentation within the times and as stipulated in this Tariff 1 will result in denial of the claim or dispute.

All Customers conducting business with CPKC must apply for credit as outlined in Item 11100 of this Tariff 1. Credit will be granted solely at the discretion of CPKC. If the Customer's Financial Statements (as defined below) are not publicly available on the EDGAR database of the United States Securities and Exchange Commission or the SEDAR database of the Canadian Securities Administrators or a similar public database, the Customer shall, within two (2) Business days of receipt of a request from the Carrier, deliver to the Carrier its consolidated balance sheet for its most recently completed fiscal quarter and year and the related statement of income and statement of changes in financial position of the Customer for such fiscal quarter and year (collectively the "Financial Statements") in English, French or Spanish, prepared in accordance with applicable generally accepted accounting principles or international financial reporting standards, all in reasonable detail and in the case of such annual Financial Statements information certified by independent chartered or certified public accountants of recognized standing.

If:

- a) The Carrier determines, in its reasonable discretion, that Customer's credit worthiness has deteriorated;
- b) Customer fails to provide Financial Statements following a request for the same from the Carrier; or
- c) Customer fails to pay an invoice on or before the due date shown on the invoice,

the Carrier may do any one or more of the following:

- i. assess interest charges at a rate of 0.0329% per day [12% per annum] for each day the invoice is/was past due;
- ii. cancel credit and either (a) require payment in advance, or (b) require that Customer provide Performance Security in order to ship under credit for any further shipments under the Contract of Carriage or any other confidential contract for the transportation of Commodities between the Carrier and Customer; or
- iii. terminate the Contract of Carriage or any confidential contract for the transportation of Commodities between the Carrier and Customer on five (5) days written notice to Customer.

Where Performance Security is provided it shall be maintained by Customer during the entirety of the duration that Customer is tendering shipments to CPKC, unless otherwise agreed by the Carrier. In this section "Performance Security" means sufficient security in an amount acceptable to the Carrier and in the form of either an irrevocable standby letter of credit in a form and from a financial institution acceptable to the Carrier, or prepayment. Unless Performance Security is provided, Customer shall pay an additional fee of \$100 for each railcar or container shipped under the Contract of Carriage. This charge will be in addition to all other rates, charges, costs, expenses and taxes for such shipment.

In addition to Performance Security, a security deposit to ensure payment of any Accessorial Charges that may accrue will be required from every Customer which:

- has not been granted credit by the Carrier, and
- fails to pay Accessorial Charges, that are not in bona fide dispute, after specific written demand referring to this tariff provision.

A security deposit must be paid by cash, certified check, cashier's check, money order, wire transfer or credit card before any freight car is delivered to such Customer for loading or unloading. For credit card deposits, information will be required for each transaction and credit card information will not be retained by the Carrier. No interest will be paid by the Carrier on any security deposit. The total amount required to be deposited will be 200% of average monthly Accessorial Charges calculated over the past twelve (12) months.

Security deposits will no longer be required and the Carrier will refund upon request in the manner and to the office designated by the Carrier the remainder of the deposit to the Customer after satisfaction of all outstanding Accessorial Charges, once the Customer:

- is placed on the Carrier's authorized credit list, or
- has paid all outstanding undisputed Accessorial Charges and has given assurance to the satisfaction of the Carrier's credit office that future Accessorial Charges will be paid or disputed within the credit period prescribed in applicable tariffs, or
- no longer requires rail service

If no refund request is received by the Carrier's designated office within thirty (30) days after the equipment is released, the Carrier will refund the remainder of the security deposit to the Customer after deducting any unpaid Accessorial Charges.



## Item 21100 Liability

Unless otherwise listed within this tariff or specified in a confidential contract or any other CPKC Tariff, claims for loss, damage or delay to the Commodity will be governed in accordance with:

- a) For transportation of Commodities within Canada, CPKC's liability for claims and the procedures for processing such claims, shall be the same as that imposed on a Canadian rail common carrier. For greater certainty, the terms and conditions regarding liability shall be those of the Railway Traffic Liability Regulations SOR/91-488, except as otherwise provided herein.
- b) For transportation of Commodities within the United States, except as otherwise provided herein, CPKC's liability for claims and the procedures for processing such claims, shall be the same as that specified in 49 U.S.C. Section 11706.

Notwithstanding the foregoing, CPKC's liability for loss, damage or delay to the Commodity shall be as follows:

- a) CPKC shall not be liable for more than \$50,000.00 per equipment and Carload shipment or \$2 per pound up to \$50,000.00 per Intermodal equipment and shipments or shipments not under common carrier service. ("Restricted Liability").
- b) No claim for loss or damage shall be filed by the claimant or investigated by the Carrier for \$500.00 or less per equipment (container or railcar).
- c) With respect to liability claims, the "value" of the Commodity or portions thereof shall be computed on the basis of the value at the time of shipment of the Commodities at the place and time of shipment under the Bill of Lading including the freight and other charges if paid, and the Customs duty if paid or payable and not refundable. However, the "value" of the Commodity or portions thereof shall be computed on the basis of the manufactured cost of the Commodities only in the case of replenishment movements (Transfer of Stock). For Transfer of Stock, the Customer shall provide the Carrier with written certification as follows: "We hereby certify that this shipment is a transfer of stock and no actual sale is involved and that the foregoing statement of facts is correct and price(s) used in this claim does/do not exceed the value at the place and time of shipment in the quantity shipped and does/do not include profit not earned or GST, warehousing, distribution, transportation or other expenses not actually incurred."
- d) CPKC will not be liable for the rejection of Commodities due to off-temperature or variances. CPKC does not provide or release confidential reefer mechanical operation download reports.
- e) CPKC will not be liable for Commodities due to expiration of shelf life or delay while in transit.
- f) When transporting Commodities in Carload form to or from a siding, station, wharf or landing, the Commodities will only be at the risk of the Carrier from the time the car is picked up until the car is delivered at destination.
- g) CPKC will not be liable for loss of, damage to, or delay in transportation of Commodities of extraordinary value where the Customer, before shipping, does not disclose in writing the value of the Commodities to CPKC.
- h) CPKC will not be liable for concealed loss or damage to any equipment or the contents thereof.
- i) CPKC will not be liable for loss of, damage to, or delay in the transportation of Commodities arising from consignee's failure to unload the Commodities in a timely manner.
- j) CPKC will not be liable for loss due to natural shrinkage and/or difference between origin and destination weight except where loss results from defective equipment and such defect is directly attributable to CPKC (i.e., derailment).
- k) CPKC will not be liable for damaged packaging of Commodities unless it is the direct result of derailment occurrence.
- l) CPKC will not be liable for damaged Commodities due to overhead stacking compression onto lower layers.
- m) CPKC will not be liable for water damage in equipment not solely owned and operated by CPKC except where the water damage is the direct result of damage that CPKC caused to the equipment.
- n) CPKC will not be liable for loss when bottom outlet gates on hopper railcars do not have the outlet gate retainer locks in the locked position and wired in the locked position. A security seal may act as the wire.
- o) CPKC shall not be liable for charges such as brokerage fees, fines, penalties, foreign marine or foreign country freight charges, import duties or other such charges on Commodities.
- p) There shall be no presumption of CPKC fault for the loss of, damage to, or delay in the transportation of Commodities. The burden of proof to establish the culpability of CPKC is upon the claimant. CPKC is not liable for any loss of, damage to or delay in transportation of Commodities, except where CPKC's intentional act or omission, gross negligence or simple negligence is the direct and proximate cause of the injury.
- q) The Customer is responsible for proper and lawful packaging, loading, stacking, blocking, bracing and ventilation of the Commodities. Shifting of a load en route is, of itself, not evidence of CPKC mishandling.
- r) CPKC shall not be liable for deterioration of the Commodity which may occur because of temperature within the equipment if the Customer has not requested mechanical protection against heat and cold for the equipment.
- s) CPKC shall not be liable, nor attorn for loss or damage to Commodities occurring in Mexico.

Full Liability Transportation – As an alternative to the preceding Restricted Liability provisions, CPKC offers Full Liability transportation subject to the terms and conditions of 49 U.S.C. Section 11706 (Carmack Amendment) and at a rate or charge higher than that applicable to transportation under Restricted Liability terms. If the Customer elects to use the Carmack Amendment or alternative, it must comply with all of the following:

- i. The Customer must notify and submit a Declared Value to appropriate CPKC sales representative and damage prevention and claims services ([damage.prevention@cpkcr.com](mailto:damage.prevention@cpkcr.com)) no less than 72 hours before the shipment is released for the shipment to be subject to 49 U.S.C. Section 11706.
- ii. The Customer must obtain a special CPKC price authority from the appropriate sales representative that is not less than 250% of the otherwise applicable price authority prior to shipment. The price authority must reference 49 U.S.C. Section 11706.
- iii. The shipping instructions must note that the shipment is moving under 49 U.S.C. Section 11706 liability terms and is subject to the special price authority.
- iv. The shipment must be prepaid. Collect shipments are not accepted.
- v. Carmack Liability coverage is only available for shipments that originate in the United States.

The Declared Value Form is available at <https://www.cpkcr.com/en/customer-resources/shipping-guides-resources/Damage-Prevention>.

The Customer's failure to comply strictly with all of the above requirements for transportation subject to 49 U.S.C. Section 11706 shall create a conclusive presumption that the shipment is intended for transport on the Restricted Liability terms of CPKC's Tariff 1.

Claims for damaged private railcars as defined in Tariff 6 [Private Equipment] will be adjudicated or governed under the same principles and practices of the current copy of the AAR Interchange Rules for repairs to and settlement of rail equipment.

In no event shall CPKC be liable for any legal fees or special, consequential, reliance, indirect, incidental or punitive damages, loss of revenue or profits, loss of market, vessel or third party demurrage which are based upon, arise out of or are connected with the transportation of Commodities or anything done or maintained hereunder or anything not done or maintained as required hereunder or for any amount in excess of the actual damage to the Commodities transported under this confidential contract or freight tariff whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory, even if such damages were foreseeable.



## Item 21200 Seal Requirements

It is sole responsibility of the Customer and/or Shipper to apply appropriate and adequate tamper resistant barrier seal or security devices as necessary to protect the Commodity while in transit. CPKC supports the ISO/Pass 17712 seal standard and recommends a tamper-resistant minimum 1/8" in diameter cable seal, high security bolt seal, or equivalent. All seals utilized by Customer must be sequentially numbers and recorded on the Bill of Lading or shipping instructions. The Customer must maintain for one year a record of the date and time of the application of the seal and the name of the party who applies the seal.

CPKC does not apply seals or security devices nor monitor shipments for seal compliance (i.e., seal existence, seal type, seal identification number, electronic reconciliation of seal identification numbers) on behalf of the Customer. Further, CPKC is not obliged to report the condition of any seal(s) during transportation to any party (including but not limited to Customer, Billable Party, Shipper, or Consignees) to the shipment.

In the event that a seal or a security device is broken or missing, the absence or breach of a seal will not establish the presumption of loss or damage, including presumption of contamination or theft, to the Commodities without actual physical evidence. CPKC will not be liable for loss or damage to the Commodity when Customer adherence to these seal requirements and ISO/PAS 17712 seal standards are not established.



## Item 21300 **Inspection, Mitigation & Claims**

CPKC shall only be liable for loss or damage resulting from CPKC's own negligence during the service of rail transportation. Any damages discovered at final destination shall be reported to the Carrier for verification before claim is honoured. The Customer and/or Consignee releases and agrees to indemnify and hold harmless CPKC from any and all claims for loss, damage, or delay in the event of failure of the Customer and/or Consignee to give such notice and provide such opportunity for inspection by the destination Carrier within forty-eight (48) hours of the shipment arrival.

The Customer and/or Consignee must mitigate damage by accepting the damage Commodities unless it is agreed by CPKC that it is without salvage value. Customer and/or Consignee must not abandon damaged or partially damaged shipments to the Carrier when damaged Commodities retain value. Commodities that are abandoned to the Carrier shall be sold for the account of the beneficial owner and the salvage proceeds only, less any salvage expense incurred, shall be remitted to the beneficial owner. Refer to [Commodity Freight Claims section of <https://www.cpkcr.com/en/customer-resources/shipping-guides-resources/Freight-Claims>] for notice contact information.

The Contract of Carriage a shipment moves under contains certain provisions that stipulate the timeframes during which a claimant may file a claim. Under a Canadian Bill of Lading, notification of loss/damage must be received by the delivering carrier within four (4) months after delivery. A formal claim must be submitted within the statute of limitations. On shipments moving under a United States Bill of Lading, notification of loss/damage must be received within nine (9) months from date of delivery. A claim may only be submitted by the beneficial owner or the party to the transportation agreement.

The Claimant must include the following documentation, as applicable, in support of any claim filing:

- a) A demand for payment of a specific amount, with a statement of formula or documentation supporting the calculated amount.
- b) Detailed breakdown of all Commodity items lost or damaged, and the amount claimed for each item
- c) Bill of Lading, shipment manifest, paid freight invoice
- d) Invoice showing ownership and costs
- e) A copy of a survey or inspection report (if applicable)
- f) A copy of the delivery receipt or proof of delivery (POD)
- g) Origin and Destination records that certify/demonstrate the condition and quantity of the Commodities tendered and received, including method of stowage and seal
- h) Evidence as to mitigation efforts of any damaged Commodities, damage Commodities disposition
- i) In the case of bulk shipment(s), a copy of the scale documentation both at origin and destination to substantiate the amount of product lost or damaged
- j) If a shortage claim, verification of quantity shipped and quantity received, as well as seal record at time of unloading and on receipt from CPKC
- k) If repairs are required, invoices for parts and labour
- l) If shipment is a transfer of stock, a stock transfer certification
- m) For claims on shipments under perishable protective service related to "off-temperature" or "temperature abuse", a temperature history log for the shipment in question
- n) CPKC reserves the right to summarily deny any and all claims submitted that do not contain all or part of the aforementioned documentation.

Amounts claimed for loss, damage or delay to Commodities may not be deducted from invoices issued by CPKC.

To submit a formal Freight Claim, refer to [Commodity Freight Claims section of <https://www.cpkcr.com/en/customer-resources/shipping-guides-resources/Freight-Claims>, register using [Customer Station](#) or email [freight.claims@cpkcr.com](mailto:freight.claims@cpkcr.com).





## Item 21400 Claims for Loss or Damage to Private Containers

CPKC liability for any alleged loss or damage to the private equipment inclusive of (i) containers not owned or supplied by CPKC and not managed by Blume Global, (ii) trailers not owned by CPKC, and/or (iii) chassis not owned or supplied by CPKC ("Private Containers" as defined in Tariff 6 [Private Equipment]) shall be as outlined in the AAR Intermodal Interchange Rules except as otherwise provided below where CPKC shall:

- a) not be liable for loss or damage in excess of the lesser of:
  - i. the calculated Depreciated Value (as defined below);
  - ii. the cost to repair; or
  - iii. \$20,000/unit of equipment ("Liability Limit");
- b) not be claimed against for loss or damage per Private Containers for amounts of \$1,000.00 or less;
- c) not be liable for damage that does not impair the structural integrity of Private Containers, nor internal damage to the Private Containers, unless damage is proven to be the result of CPKC mishandling;
- d) not be liable for damage to Private Containers appurtenance or external mountings or fuel tanks which are not compatible or come into contact with the railcar;
- e) not be liable for preexisting damage, damage as a result of vandalism (e.g., graffiti), or damage to the door or securement mechanisms;
- f) not be liable for any special, consequential, reliance, indirect, incidental or punitive damages or loss resulting from the loss or damage to Private Containers; and
- g) not be liable for damage as the result of an Event of Force Majeure.

A claim for loss or damage to Private Containers must be submitted within two (2) months of the incident occurring. The manner and cost of repair must be to the standards as outlined in the current copy of the AAR Intermodal Interchange Rules.

Depreciated Value: CPKC shall calculate the Depreciated Value of Private Containers based on the following information and method:

- Manufactured Date (month and year)
- Damaged Date (month and year)
- Price is the Original Purchase Price or Reproduction Price with invoice support
- Monthly Depreciation Factor:
  - 180 (months) for Steel container
  - 180 (months) for Chassis
  - 120 (months) for Aluminum or "post and panel" design container or trailer

Monthly Depreciation:      Price ÷ Monthly Depreciation Factor  
Depreciation:              Monthly Depreciation x Months in Service  
Depreciated Value:        Price - Depreciation

## Item 21500 Emergency Routing

In the event the Carrier(s) transport the Commodity(ies) over a route other than that specified in the Contract of Carriage because of traffic congestion, washout, wreck or other similar emergency or the Carrier's(s') error, the rates to be charged shall be the lesser of the rates in the confidential contract or the most recent applicable tariff rates for the route published by CPKC.

## Item 21600 **Force Majeure**

The Customer, Consignee, and CPKC shall be excused from its or their obligations with the exclusion of obligations related to ensuring safety and any obligation to pay invoices in accordance herewith, under the Contract of Carriage or CPKC Tariffs, provided that the Customer or CPKC is prevented or delayed in such performance by any event which is unavoidable or beyond its reasonable control (an "Event of Force Majeure"). These may include, without limitation:

- act of God;
- act of the Crown's, Head of State's or public enemies;
- flood or washout;
- rockslide, landslide, snow-slide or avalanche;
- storm or earthquake;
- expropriation;
- fire or explosion;
- strike, lockout, walkout or other industrial dispute;
- labour shortage;
- war, sabotage, riot or insurrection;
- derailment;
- power or fuel shortage; or
- the act or failure to act of any government or regulatory body.

Lack of funds shall not be considered an Event of Force Majeure.

Under an Event of Force Majeure, all time periods provided for in the applicable confidential contracts (excluding the term of the contract) or tariffs shall be extended for a period equal to the period during which the Event of Force Majeure is continuing. So far as reasonably possible, the party affected will take all reasonable steps to remedy the Event of Force Majeure; provided, however, that nothing contained in this paragraph shall require any party to settle any industrial dispute or labor dispute, or to test the constitutionality of any provincial, federal, state or local law or regulation. Upon the occurrence of an Event of Force Majeure, the party affected shall give prompt written notice to the other party describing the event in question in reasonable detail, and such party shall also furnish prompt notice when the Event of Force Majeure has ended. Failure to provide notice shall not preclude a party from relying on the occurrence of an Event of Force Majeure.

## Summary of Updates

Item	Title	Effective	Update	Description
0	CPKC 1 - Rules	2025-05-03	New	Tariff CPKC 1 [Rules], applicable to CPKC's network in Canada and the US, introduced to supersede CP 1, as well as portions of: KCS 37 [Empty Car Rules] KCS 6000 [Demurrage & Storage] KCS 8100 [Switching & Terminal] KCS 9011 [Rules] KCS 9012 [Rules] KCS 9213 [Diversions] CP 2 [Carload Services] CP 3 [Intermodal Services]
11100	Credit	2025-05-03	Text	Language updated.
12000	Shipping instructions	2025-05-03	Text	Language updated regarding Cross-border shipments.
14100	Disputes	2025-05-03	Text	Language updated.
20250	Commodities Crossing International Borders	2025-05-03	New	Language formerly in KCS 9011/9012 Item 140 added as Item 20250.
21100	Liability	2025-05-03	Text	Language formerly in CP 1 Item 200 Section 11 is updated.
21200	Seal Requirements	2025-05-03	Text	Language formerly in CP 1 Item 200 Section 12 is updated.
21300	Inspection, Mitigation & Claims	2025-05-03	Text	Language formerly in CP 1 Item 200 Section 13 is updated.
21400	Claims for Loss or Damage to Private Containers	2025-05-03	Text	Language formerly in CP 1 Item 200 Section 14 is updated.

## CPKC Tariffs in effect as of May 3, 2025

Effective May 3, 2025, a suite of CPKC accessorial and rules tariffs will go into effect across CPKC's Canadian and US network that supersede tariffs previously branded as CP and KCS. The below table describes where the primary concepts in the outgoing tariffs are located in the new CPKC suite of tariffs:

Tariffs in effect prior to May 3, 2025	Corresponding CPKC tariffs in effect on May 3, 2025
KCS 37 [Empty Car Rules]	CPKC 6 [Private Equipment]
KCS 6000 [Demurrage & Storage]	CPKC 2 [Carload Services] CPKC 3 [Intermodal Services]
KCS 8100 [Switching & Terminal]	CPKC 2 [Carload Services] CPKC 3 [Intermodal Services] CPKC 5 [Unit Train Services] CPKC 7 [Interline Switching]
KCS 9011 [Rules]	CPKC 1 [Rules]
KCS 9011 [Fuel Surcharge]	CPKC 9011 [Fuel Surcharge]
KCS 9012 [Rules]	CPKC 1 [Rules]
KCS 9012 [Fuel Surcharge]	CPKC 9012 [Fuel Surcharge]
KCS 9213 [Diversions]	CPKC 2 [Carload Services]
CP 1 [Rules]	CPKC 1 [Rules]
CP 2 [Carload Services]	CPKC 2 [Carload Services]
CP 3 [Intermodal Services]	CPKC 3 [Intermodal Services]
CP 4 [Transload Services]	CPKC 4 [Transload Services]
CP 5 [Unit Train Services]	CPKC 5 [Unit Train Services]
CP 6 [Private Equipment]	CPKC 6 [Private Equipment]
CP 7 [Interline Switching]	CPKC 7 [Interline Switching]
CP 8 [Hazardous Commodities]	CPKC 8 [Hazardous Commodities]
CP 9 [Automotive Services]	CPKC 9 [Automotive Services]
CP 9700 [Fuel Surcharge]	CPKC 9700 [Fuel Surcharge]
CP 9800 [Environmental Surcharges]	CPKC 9800 [Environmental Surcharges]
CP 9900 [Fuel Surcharge]	CPKC 9900 [Fuel Surcharge]