

THE KANSAS CITY SOUTHERN RAILWAY COMPANY (KCS)  
GATEWAY EASTERN RAILWAY COMPANY (GWWE)

**RULES PUBLICATION TARIFF KCS 9011-G (Revision 23)**  
(Language updated in Items 80, 140, 200, 220, 260, 280, 290 and 520)  
Cancels and Supersedes KCS 9011-G (Revision 22)

RULES AND RELATED PROVISIONS APPLICABLE TO RAIL TRANSPORTATION OF COMMODITIES MOVING IN INTERSTATE AND INTRASTATE COMMERCE VIA THE KANSAS CITY SOUTHERN RAILWAY COMPANY (KCS) AND GATEWAY EASTERN RAILWAY COMPANY (GWWE)

ISSUED: December 21, 2023

EFFECTIVE: February 1, 2024  
(Except where otherwise noted)

**FOR BILLING AND CAR INQUIRY,  
PLEASE CONTACT CUSTOMER SERVICE AT 1-800-468-6527**

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KCS WEB SITE

*ITEM 5*

This Tariff publication is available at: <https://www.cpkcr.com/en/customer-resources/pricing-and-tariffs>

**An annual \$100.00 subscription fee will be assessed for those who wish to receive a hard copy.**

If you are not equipped to obtain a copy of this publication from KCS' web site, a hard copy will be mailed to you, if you submit a formal written request to the following address:

**CUSTOMER SERVICE AT 1-800-468-6527**  
The Kansas City Southern Railway Company  
427 West 12<sup>th</sup> Street  
Kansas City, MO 64105-1403

In accordance with the Surface Transportation Board's policy decision under Ex Parte 528, Disclosure, Publication and Notice of Change of Rates and Other Service Terms for Rail Common Carriage, the request must be made annually in writing.

ABSORPTION OF SWITCHING CHARGES

*ITEM 10*

Absorption of switch charges to and from industries performed by a foreign line at either origin or destination will be absorbed up to and including a maximum of \$300.00 per car in accordance with KCS 8100-Series, such supplements thereto and successive issues thereof.

AGGREGATE RULE

*ITEM 20*

Except as otherwise specifically provided in writing by KCS, point-to-point rates may not be combined to provide a through rate. Example: Customer has a rate quote from Point A to Point C (the "A to C Rate") Customer also has a rate quote from Point A to Point B (the "A to B Rate") and from Point B to Point C (the "B to C Rate"). The A to C rate applies, and Customer may not combine the A to B Rate with a B to C Rate unless specifically authorized in writing by KCS.

ALTERNATION OF CARLOAD RATES AND VARYING MINIMUM WEIGHTS

*ITEM 30*

When two or more carload rates are provided in the same rate item for application on the same commodity from and to the same points, the rate which results in the lowest charge based upon the actual or authorized estimated weight of the shipment, but not less than the minimum weight published in connection with the rate used, will apply.

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APPLICATION GENERAL*ITEM 40*

The provisions of this publication ("Conditions of Carriage") apply: (a) to transportation in which KCS participates as a line-haul carrier when such transportation (i) originates on KCS and (ii) moves under single line rates or single factor joint line through rates offered by KCS itself or in conjunction with a connecting railroad as an exempt rate or as a regulated common carrier rate; or (b) to the KCS portion of through movements under AAR Accounting Rule 11 or other combination or proportional exempt or common carrier rates. In the absence of a separate agreement specifically covering the transportation, the terms and conditions of this publication constitute a unilateral offering of such terms and conditions of a bilateral contract between KCS and its connection lines on the one hand, and the user of the transportation service on the other upon acceptance by such user. Subject to the qualifications set forth in this Item below, tender of shipments to the originating rail carrier shall constitute acceptance of both the terms of service as set out in this publication and the rate governing the shipment.

When KCS is not the originating rail carrier, but participates in a movement under single factor or joint through rates, the Conditions of Carriage or comparable offering of the originating rail carrier if any, shall to the extent not inconsistent with this publication, along with the exempt or common carrier rates, apply to such transportation performed by KCS, unless specified otherwise in the terms of a rate quotation or separate contract specially covering the transportation involved.

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

Under this Publication the terms "car or car(s)", includes rail cars, TOFC and COFC units.

APPLICATION OF REFERENCED PUBLICATIONS*ITEM 50*

Except where inconsistent with a provision of this document 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 provided by KCS and covered by the provisions of this publication.

AAR 2 hazardous Materials Shipping Descriptions (49-series STCC numbers)  
Bureau of Explosives Rules BOE 6000 Series  
Car Rental KCS 8100 Series  
Car Interchanged or Delivered in Error KCS 8100 Series  
Demurrage and Detention Rules and Charges KCS 6000 Series  
Diversion and Reconsignment KCS 9213 Series  
Empty Car Returned Unused KCS 8100 Series  
Heavy Duty Flat Car Charges RIC 6740 Series  
Mileage Allowance and Rules RIC 6007 Series  
Official Railway Equipment Register RER 6412 Series  
Official Intermodal Equipment Register OIER 6037 Series  
Open and Prepay Station List OPSL 6000 Series (see Stations and Conditions Item herein)  
Port Charge KCS 8100 Series  
Rules for Export Declarations & Customs Manifests, etc. RIC 6571 Series  
Special Train Service KCS 8100 Series  
Standard Transportation Commodity Code STCC 6001 Series  
Switching KCS 8100 Series  
Turning Car to Permit Loading/Unloading KCS 8100 Series  
Uniform Freight Committee UFC 6000 Series  
Weighing and Reweighing Rules and Charges KCS 8100 Series  
References to specific publications herein include successor publications.

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ASSIGNMENT

*ITEM 60*

Unless otherwise agreed in writing, no party to any agreement making reference hereto may assign, in whole or in part, any interest arising under any agreement referencing this publication without the prior written consent of the other parties. This consent will not be unreasonably withheld. No such consent will be required where the assignment is to a successor in interest of all or substantially all of the assets of a party. In the event of an assignment without the required consent, the party whose written consent should have been obtained may at its option terminate the agreement.

BILL OF LADING

*ITEM 70*

Services provided by carrier(s) subject to the conditions of this publication shall also be subject to the terms of the Uniform Straight Bill of Lading as contained in the Uniform Freight Classification UFC 6000-Series referred to herein, irrespective of whether a Bill of Lading is actually executed. Where provisions in this publication conflict with Bill of Lading provisions, the provisions of this publication shall apply.

COMMODITY LIABILITY LIMITATION [A] [NC]

*ITEM 80*

The following liability provisions will apply unless KCS and shipper agree in writing to different liability provisions:

**GENERAL:**

- A) On domestic moves that originate in the United States of America, shipper may, at their option, select freight loss and damage liability provisions set forth in 49 U.S.C.A, Section 11706 as explained in this Item. If 49 U.S.C.A. Section 11706 is not selected, the liability provision of this item will govern.
- B) The shipper agrees to indemnify and hold harmless the rail carriers from any loss, damage, personal injuries or death resulting from the shipper's failure to comply with the provisions contained herein. Acceptance of a shipment by the rail carriers for transportation shall not be considered as a waiver of shipper's liability.
- C) For shipments moving into and out of a foreign country on a single through bill of lading, see the liability provisions under Item 140.
- D) On shipments intended for export from the United States of America, rail carriers will 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 cargo that is lost, damaged or delayed in domestic transportation.
- E) Cargo Loss and Damage any loss or damage(s) that arise out of shipments that are delayed in transit are limited to the specific amount of actual cargo loss or damage occurring to product.

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COMMODITY LIABILITY LIMITATION (continued)

ITEM 80

**LIABILITY RESTRICTIONS:**

A) The rail carrier/party in possession will be liable as at common law except as provided herein.

B) In no event shall Rail carrier be liable under or in connection with or for any of the following: (a) special, consequential, reliance, indirect, incidental, or punitive damages; (b) loss of revenue or profits, loss of market, vessel or third party demurrage, (c) increased costs or expenses; (d) losses caused whether directly, or indirectly, by business or production interruptions; or (e) loss of, whether caused directly or indirectly, business opportunity, goodwill, profits, contracts, revenues, anticipated savings, reputation; 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 contract 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.

Furthermore, rail carriers will not be liable for any losses, direct or indirect, which result from an interruption of rail service, nor do rail carriers guarantee rail service on any scheduled time frame. Rail carriers will not be responsible for interest or attorney fees.

(C) KCS and its connecting United States and Canadian rail carriers are not liable for:

(1) loss or damages occurring in Mexico;

(2) unlocated loss or damage to any greater extent than the percentage created by dividing the carriers' line haul mileage by the total number of miles included in the through transportation line haul rate.

(D) Unless amended by written agreement prior to shipment, Rail carrier's liability for the contents of any rail car will be limited to the actual value of the cargo at time and place of shipment or \$50,000.00, whichever is the lesser of the two amounts, except on Trailer on Flat Car ("TOFC") and Container on Flat Far ("COFC") units, rail carrier's liability for the contents of any rail equipment will be limited to the value at the time and place of shipment of the cargo or \$2/LB up to \$50,000.00, whichever is the lesser of the two amounts.

Rail carrier's liability will not exceed the actual amount of physical loss or damage sustained to the cargo plus any costs incurred through efforts to mitigate the loss or damage.

(E) Claims or lawsuits for less than \$500.00 shall not be filed and no claim shall be paid if the amount of the loss or damage is found to be under \$500.00.

(F) In the event of an act or omission of any party involved in the transportation process (shipper, rail carriers, receiver) is not the sole cause but contributes to any loss or damage, each party will be liable for only that portion of the loss or damage caused by its negligence.

(G) Rail carriers are not liable for temperature, corrosion or humidity related losses unless mechanical protective service is requested, paid for and carrier-owned or -leased equipment is used.

(H) Rail carriers are not liable for loss or damage caused by defective equipment when such equipment is not owned or leased by rail carriers.

(I) Cargo loss and damage claims presented to the KCS will be resolved for the account of all domestic U.S.A. and Canadian rail carriers, while in this country, involved in transportation of shipments moving under the provisions of this publication, unless a connecting rail carrier's tariff or agreement provides for more limited liability in which case the more limited liability provision will govern.

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COMMODITY LIABILITY LIMITATION    *(continued)*                      *ITEM 80*

(J) Rail Carriers will not be liable for more than \$250.00 per car load for the amount of internal revenue taxes paid or determined and customs duties paid on distilled spirits, wines, and beer previously withdrawn from bond, which were lost, rendered unmarketable or condemned by a duly authorized official by reason of fire, flood, casualty or breakage, destruction or other damage (but not including theft) resulting from vandalism or malicious mischief, if such damage or disaster occurred in the United States of America, and if such distilled spirits, wines or beer were held and intended for sale at the time of such disaster or other damage.

**LOSS OR DAMAGE VERIFICATION AND DISPOSITION PROVISIONS:**

(A) Rail carriers have the right to inspect, weigh or reject shipments at origin, en route or at destination for non-compliance with the provisions contained in the applicable publications.

(B) Rail carriers reserve the right to inspect damaged cargo. As a condition precedent to payment of any claims against carriers for loss or damage, the consignee must, within twenty-four (24) hours of shipment's arrival, notify the destination carrier of any claimed damage and allow destination carrier or its agent to inspect.

(C) Failure of the rail carriers to inspect damaged cargo, for whatever reason, will not relieve the burden of the claiming party to establish that cargo was received in a damaged condition nor will it be considered an admission of liability by the rail carrier.

(D) Shipper or consignee must mitigate damage by accepting the damaged cargo unless it is totally worthless and is without salvage value. Shipper or consignee may not abandon damaged or partially damaged shipments to the rail carrier when the damaged shipments retain any value. Product that is abandoned to the rail carriers shall be sold for account of the beneficial owner and salvage proceeds only, less any salvaging expenses incurred, shall be remitted to the beneficial owner.

**CLAIMS:**

(A) As a condition precedent to payment of a claim, claims must be filed in writing to Freight Claims Department, 427 West 12th Street, Kansas City, MO 64105 or via email at [kcsrfreightclaims@kcsouthern.com](mailto:kcsrfreightclaims@kcsouthern.com) or [freight.claims@cpkcr.com](mailto:freight.claims@cpkcr.com) or via E.D.I., within nine (9) months of the delivery date or in the event of non-delivery, within nine (9) months of the expected delivery date. Such written or electronic communication shall comply with the minimum requirements contained in 49 C.F.R. 1005.2(b). Claims may only be submitted by the beneficial owner or a party to the transportation agreement.

(B) In addition to the requirements of 49 C.F.R. 1005.2(b), all written claims must include the following documentation:

- 1) A demand for payment of a specific amount, with a statement of the formula or basis on which the damages are calculated, plus documentation to support the calculation.
- 2) Information identifying the rail shipment including equipment initials and numbers, shipper and receiver's names, notify party's name, shipping date and commodity.
- 3) Origin records or certification as to the condition and quantity of the cargo at the time tendered to the origin rail carrier. If shortage is involved, origin seal records must be furnished.
- 4) Destination records as to the condition and quantity of the cargo at the time received from the destination rail carrier. If shortage is involved, destination seal records must be furnished.
- 5) Verification of the amount claimed such as certified invoices or repair bills.
- 6) Evidence as to the disposition of the damaged cargo.
- 7) Evidence that shipment was loaded in compliance with the provisions herein.
- 8) Carrier reserves the right to summarily deny any and all claims submitted that do not contain all or part of the aforementioned documentation.



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COMMODITY LIABILITY LIMITATION (continued)

*ITEM 80*

**CARMACK LIABILITY:**

49 U.S.C. Section 11706 provides for full value liability and other liability terms for the rail carriers and the shipper. To make a shipment pursuant to the terms of 49 U.S.C. Section 11706, the shipper must comply with all of the following provisions:

- 1) Shipper must notify rail carrier no less than seventy-two (72) hours before the rail car is released for transportation that the shipper chooses Carmack liability protection.
- 2) Shipper must notify the KCS' Marketing and KCS Damage Prevention and Freight Claims Departments
- 3) The shipper must have prepaid the Carmack Liability rate obtained from KCS' Marketing Department of not less than 250% of the otherwise applicable price authority.
- 4) 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.
- 5) Carmack liability coverage is not available for shipments that originate in Mexico.

The Shipper'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 this Rules Publication.

**FREIGHT LOSS AND DAMAGES LAWSUITS:**

All lawsuits must be filed within twenty-four (24) months, unless otherwise provided by a contract, from the actual loss or damage or in the event of non-delivery from the expected date of delivery by rail carrier.

**SEALS:**

It is the sole responsibility of the shipper to apply appropriate and adequate seal security devices necessary to protect the cargo while in transit. KCS does not apply seals or security devices except in the case of a breach of shipment integrity while in transit. KCS does not, in all cases, inspect shipments for seal integrity nor the adequacy of seals or security devices. In the event that a seal or a security device is broken, or missing, the absence or breach of a seal will not create a presumption of contamination or theft without actual physical evidence. As a condition precedent to recovery for loss of, or damage to goods caused by a breach of shipment integrity while in transit, the shipper is responsible for the documentation of the application of seal type and identification numbers at origin and the seal number(s). The seal type, seal numbers and identification numbers must be included in any claim presented for such losses. KCS will not be responsible for losses or shortages of any kind without proof that shipper applied appropriate and adequate seal security devices.

For KCS to consider a claim for contamination of cargo the shipment must be sealed by the actual shipper or its agent. The minimum seal will be a barrier type seal meeting American Society for Testing and Materials (ASTM) standards, a cable seal 1/8 inch in diameter, a high security bolt seal, or its equivalent. All seals utilized by the shipper will be sequentially numbered and recorded on the bill of lading or shipping instructions. The shipper will maintain for one year a record of the date and time of the application of seal, and the identity of the person applying the seal.

KCS will not consider any claim from cargo contamination unless the above minimum standards are met.

CHANGE IN PROVISION(S)

*ITEM 90*

KCS reserves the right at any time to change the provisions of these Conditions of Carriage; provided, however, any such change shall be effective only with regard to any transportation services provided under these Conditions of Carriage for freight tendered after the effective date of the changes. KCS will make available on its web site these Conditions of Carriage in their latest amended form. Shipper should review these Conditions of Carriage before tendering freight to KCS. Revisions to the publication will be made from time to time by reissuing the publication in its entirety.

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CHANGES IN RAIL OPERATIONS

*ITEM 100*

The terms of agreements making reference hereto, in no way obligate KCS to continue ownership, maintenance (including weight standards), or operation of any rail lines. KCS will not be liable for any consequential, incidental, special or punitive damages or increased transportation costs incurred as a result of KCS' 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 party fails 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 that party's sole remedy.

CHARGES HEREIN SUBJECT TO INCREASE

*ITEM 110*

Charges published herein are subject to increase by republication.

COMBINATIONS, RATES USED IN

*ITEM 120*

If charges published in this publication or any charge referring to this publication, are used in constructing combination rates, such combinations will divide as made.

CREDIT EXTENSION

*ITEM 130*

1. Shipments, except as provided in 7 below, must be accompanied by full payment of charges unless consignor on Pre-paid shipment or consignee on Collect shipments has established credit to the satisfaction of the rail carrier responsible for collection of charges. For purposes of this item, "pre-paid" shipments shall mean shipments for which the originating rail carrier bears the billing and collection responsibilities and "collect" shipments shall mean shipments for which the delivering rail carrier bears the billing and collection responsibilities.
  - (a) Payment of all charges shall be made according to the terms established by the billing rail carrier. Charges payable to The Kansas City Southern Railway Company shall be paid within fifteen (15) calendar days, including Saturdays, Sundays, and legal holidays, from the date of the freight bill. If Customer has requested KCS to suppress mailing freight bills and customer to pay freight charges from their own records, credit terms are 15 calendar days from the freight bill date. Accessorial charges (e.g., demurrage, intermodal storage, switching, weighing) are due within fifteen (15) calendar days including Saturdays, Sundays and legal holidays from the date of the accrual.
  - (b) Payment shall be deemed to have been made upon receipt of funds in rail carrier's bank.
  - (c) The term "freight bill" as used in this item includes paper documents, billing by electronic data interchange ("EDI"), and invoice procedures.
  
2. In no event shall any amount(s) claimed against KCS, be deducted from or offset against freight or other charges due hereunder. In the event that an amount is deducted or offset against freight or other charges due KCS, the party making such offset or deduction will be assessed a service charge of ten percent (10%) plus one and one-half percent (1½%) per month of the amount offset or deducted. Freight charges or other charges due must be paid in full, and any claim against KCS must be asserted separately in accordance with the applicable procedure.
  
3. In the event freight charges or other charges due KCS are not paid in full, KCS will assess a finance charge of the lesser of 12% per annum (1% per month or portion thereof), or the maximum amount permitted by law, on the unpaid bills or portion thereof which are past KCS' credit terms. The finance charge will accrue daily on the unpaid balance from the first day following the end of the credit term until date of receipt of payment in full by KCS. The finance charge will not apply against disputed charges that are found by KCS to have been incorrectly billed. The finance charge will be billed monthly for all charges that were not paid within the applicable credit period in the prior calendar month.
  
4. KCS may at any time, at its sole discretion, revoke credit privileges and institute any one or more of the following procedures:
  - (a) Require that applicable freight charges be prepaid or paid by a person or entity with approved credit status with KCS; or

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CREDIT EXTENSION (continued)

*ITEM 130*

(b) Require that the consignor or consignee responsible for the payment of freight charges tender one or more of the following: Standby Irrevocable Letter of Credit and/or a Surety Bond and/or a personal or corporate guarantee of indebtedness and/or a sufficient cash deposit.

(c) Assess demurrage charges on rail cars placed in hold status while awaiting payment. When rail cars are held in transit awaiting payment, demurrage will be assessed beginning the first 7:00 A.M. following the sending or giving of notice of arrival.

5. As used in this item: (a) the term "shipper" includes without limitation consignors, consignees, freight forwarders, shipper's associations, and shipper's agents and (b) "charges" or "freight charges" include without limitation transportation charges, switch charges, demurrage, intermodal storage, detention, and other accessorial charges that may accrue in connection with a shipment.
6. In the event that there are bills being disputed, an explanation should immediately be submitted to KCS {not later than the time set out in Section 1 (a) above.} Note: payment of any bill, which is subsequently alleged to be incorrect, will not prejudice the patron's claim, filed within the statutory period. Should a customer receive bills that they are not responsible for paying, they should immediately notify the rail carrier (not later than as prescribed by the authorized Credit Terms.)

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

7. At KCS Intermodal terminals Payor of Freight (includes customer, shipper, consignor and consignee), must have entered into an agreement for credit with KCS. If Payor of Freight has not entered into an agreement for credit with KCS, KCS will withhold the pickup of a trailer or container from the Intermodal terminal, until credit has been established or the destination ramp charge payment is made by Payor of Freight to KCS through a wire transfer.
  - (a) KCS will not accept payments of any form nor payment receipts at KCS' Intermodal terminals.

Shipper and consignee shall be liable for payments of the charges accruing on a shipment, and nothing herein shall limit the right of KCS to require at time of shipment the prepayment of charges or guarantee thereof. Customer will pay KCS if shipment is prepaid, or be responsible for payment if shipment is made collect, and pay immediately upon presentation of a bill by KCS. If shipper or consignee has entered into an agreement for credit with KCS, the terms and conditions of the credit agreement will supersede any prepayment or payment upon demand requirement. If charges have not been prepaid, or shipper or consignee has not entered into an agreement for credit with KCS, KCS may withhold delivery of the shipment until payment or guarantee by customer or consignee of all charges. Placement of equipment by KCS under credit agreement for unloading shall be deemed acceptance of shipment.

Acceptance of shipment by consignee or beneficial owner shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including detention and switching services performed at destination. Such payment shall be in U.S. money and will not be reduced to offset claims, damages to property or for other reasons.

The issuance of a Shipping Document for a shipment consigned "to order", or to one party with directions to notify or advise another party as a prior condition to delivery, is prohibited, unless prior written arrangements have been made. Except as otherwise authorized by an Exempt Rate Quotation, or a Contract, a shipment requiring ascertainment of weight at destination by reason of a destination weight agreement in order to determine applicable freight charges, must be tendered as a collect shipment.

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COMMODITIES FROM OR TO A FOREIGN COUNTRY [A] [NC]

*ITEM 140*

- A. Unless otherwise provided in an agreement between KCS and Shipper, the transportation, or any portion thereof performed within a foreign country, will be subject to all laws and rules pertaining to the railroad transportation in that country, including but not limited to, environmental, taxing, civil, commercial, loss and damage to cargo, administrative and labor laws, rules, decrees, ordinances, Mexican Regulatory Railroad Service Law and its Regulations (without giving effect to the principles of conflicts of laws).

Customer is responsible to prepare, provide and deliver to Rail carrier all customs documentation that may be required to 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 Rail carrier for any losses and damages incurred by Rail carrier 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 Rail carrier 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 Rail carrier 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 in order to remediate any such situation, including to secure the release of any railroad equipment. Alternatively, the relevant carrier may opt, without having the obligation to do so, to take such actions before customs authorities, in which case Customer shall reimburse the relevant carrier for any costs and expenses associated therewith within 30 days of demand by the relevant carrier.

With respect to loads held for customs inspections, Rail carrier will not be liable to Customer, the importer, or the consignee for any loss or damage to the Private 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, Rail carrier 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 custom authority. All such liability will be considered under the responsibility of the Customer. Further, Rail carrier shall have no responsibility or liability with regard to false documentation and/or inaccurate information given by the Commodities owner or Customer or its legal representative to Rail carrier related to customs documentation required and/or filings made in connection with the transactions of import of goods and containers, including without limitation the "*Transito Interno*" documentation of Commodities required for shipments originating or terminating in Mexico, and neither for the transactions of import, or any other customs regime applicable

- C. Rates for shipments moving in Bond for clearance by U.S. Customs at a KCS rail facility will not include the unloading, segregating or reloading of freight when required to accomplish U.S. Customs clearance. Such unloading, segregating and reloading of freight is the responsibility of consignor and/or consignee.

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COMMODITIES FROM OR TO A FOREIGN COUNTRY (continued)

ITEM 140

- D. *Carta porte* is a mandated requirement for all shipments into or originating in Mexico. 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., custom brokers) to Rail carrier.

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 Rail carrier 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 under this Contract to respond to questions and issues from Rail carrier.

Mexico railroads, including KCS's affiliate, Kansas City Southern de Mexico, S.A. de C.V. ("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 Mexico 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>.

COMMODITIES NOT ACCEPTED UNDER THIS PUBLICATION

ITEM 150

Unless otherwise authorized coins, currency, valuable papers of any kind, precious metals or stones or articles manufactured therefrom, old rare or precious articles of extraordinary value, or articles liable to damage transportation equipment or other freight will not be accepted for transportation and KCS shall have no liability for loss, damage or theft of these items. Peanuts, Edible, Raw, in the Shell, STCC 01-143-10 and Peanuts, Raw, Shelled (nut meats), Not Salted, STCC 01-143-15 will not be accepted for transportation in KCS-owned equipment.

In addition to the above, the commodities identified in Exhibit A and the following articles will not be accepted for transportation in TOFC and COFC:

- Acids, liquid, in carboys
- Animals, live
- Articles described under Rule 3 of the Uniform Freight Classification
- Articles exceeding inside length of van-type trailer used or articles exceeding length of flat-bed trailer used
- Articles requiring protective service
- Bees
- Blacks (carbon gas or oil blacks), lamp black or vegetable black, dry, NEC, not activated, not dyes or dyestuffs
- Bulk commodities, excluding articles in packages, bundles or units weighing 8 pounds or over, also excluding articles in tank trailers (carriers will not furnish tank trailers) and bulk agricultural commodities shipped in privately owned intermodal equipment (Notes 3 and 4)
- Carcasses, animal, bird, poultry or reptile
- Carrion
- Explosives as described in Divisions 1.1 and 1.2, Section 173.0 to 173.93 of Tariff BOE 6000
- Fresh meat, packing house products and dressed poultry, as described in Items 67780 to 68010 of UFC 6000 (Note 2)
- Fruits, fresh; or vegetables, fresh or green, as described in Item 40050, 41050 and 41815 to 42220 of UFC 6000
- Liquids (non-hazardous or hazardous) loaded in intermodal flexible bulk containers (Flexitanks)

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COMMODITIES NOT ACCEPTED UNDER THIS PUBLICATION (continued) *ITEM 150*

- Missiles, guided, or rockets, guided; guidance system or electronic guidance control apparatus for installation in missiles or in missile sections; missile or rocket from assemblies containing electronic apparatus; or mobile missile guidance systems as described in Items 69093 to 69098 of UFC 6000
- Motor vehicles, freight or passenger or combination of freight or passenger, complete or not complete, finished or not finished
- Radioactive materials
- Railway wheels, new or used, when moving on other than flatbed trailers
- Trailers, freight, or tank trailers, new or used, including freight trailers, NOIBN, as described in Item 92900 of UFC 6000, but excluding farm or freight cars, trucks or wagons, NOIBN, as specifically described in Item 92900 and other than as described in Items 93080, 93100 and 93110 of UFC 6000 (Note 1)
- U. S. Mail of any class
- Waste materials: Hazardous, having no reclamation value, as described in Part 1, Title 40, Code of Federal Regulations.

Every party, whether principal or agent, shipping any of the above identified commodities or other explosive or dangerous goods, without full written disclosure to the rail carriers of their nature, shall be liable for and indemnify KCSR against all loss or damages caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation to owner. The transportation charges for any such commodities transported by KCSR shall be ten times the highest TOFC/COFC rate in effect between the origin and destination of the shipment.

- Note 1:** Will not apply on empty tank trailers on which an inbound haul was received.
- Note 2:** This restriction does not apply on shipments of lard, NOIBN, shortening as described in Item 67840 of UFC 6000.
- Note 3:** This RESTRICTION does not apply on shipments of synthetic plastic materials, other than liquids, in plastic liner bags, loaded in dry van trailers subject to the following:
  - A. Shipper must furnish and install the plastic liner bag at shipper's expense.
  - B. Consignee must remove the empty plastic liner bag after the shipment is unloaded.
  - C. Carrier assumes no liability for breakage of the plastic liner bags.
  - D. Carrier assumes no responsibility for return movement of empty plastic bags after inbound loaded movement.
- Note 4:** For the purpose of applying this rule, the term "bulk commodities" includes:
  - A. Commodities moving in tank trailers furnished by carrier at carrier's expense.
  - B. Any commodities shipped loose, or in mass, which must be shoveled, scooped, or forked in handling and which are neither in packages nor in units of such size as to readily permit handling piece by piece.

CONFIDENTIALITY *ITEM 160*

No party may disclose the terms of a non-public rate making reference hereto to any non-party without the prior written consent of the other parties except:

- 1) as required by law;
- 2) to a corporate parent, subsidiary or affiliate; or
- 3) to auditors retained by a party for the purpose of assessing the accuracy of freight charges, but only if the auditor agrees in a written legally binding instrument that it will abide by this Item. Each party agrees to indemnify the other from and against any damage suffered by a party as a result of any disclosure by its auditor in violation of this provision.

CONSECUTIVE NUMBERS *ITEM 170*

Where consecutive numbers are represented in this publication by the first and last numbers connected by the word 'to', they will be understood to include both of the numbers shown.

KCS CONDITIONS OF CARRIAGE  
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CONSIGNOR, CONSIGNEE AND DESTINATION

*ITEM 180*

Unless otherwise authorized by an agreement, the name of only one shipper, one consignee and one destination shall appear on a Shipping Document, except that the Shipping Document may specify the name of a party at the same destination to be notified of the arrival of a shipment.

DUNNAGE

*ITEM 190*

Except as otherwise provided in an agreement, temporary blocking, flooring or lining, corrugated fibreboard or plywood separators or dividers, standards, strips, stakes or similar bracing or supports (hereinafter referred to as dunnage), bulkheads, partitions, temporary doors or door protection, not constituting a part of the car, when required to protect and make freight secure for a shipment must be furnished and installed by shipper and at his expense. The term "dunnage" does not include excelsior, hay sawdust, shavings, shredded paper, straw, packing cushions or pads or similar packing material.

Except as provided in this paragraph or the paragraph below, an allowance of actual weight, but not in excess of 2,000 pounds, will be made for dunnage used when such materials are required for safe transportation of freight provided in no case shall less than the established minimum carload weight be charged for. No allowance will be made for dunnage used in connection with bulk freight.

No allowance for dunnage used will be made unless shipper specified total actual weight of dunnage on the Bill of Lading. Transportation charges for dunnage, when made, shall be at the rate applicable to the freight which it accompanies.

PRIVATE EQUIPMENT STANDARDS [A] [NC]

*ITEM 200*

Privately owned Equipment shall be defined, as Equipment (Railcars, Containers, Trailers or Chassis) not owned by KCS or a Railroad.

A. PRIVATE EQUIPMENT TERMS

At all times when private equipment owned, leased or provided by, or on behalf of Shipper are used on KCS, Shipper shall be responsible for ensuring that the private equipment:

- is free from mechanical defects and failures;
- contains no prohibited or obsolete parts;
- complies with all applicable tariffs;
- complies with all applicable industry, federal, provincial, state and local laws, regulations, rules, permits, standards, licenses,
- decisions including without limitation those issued, decided, or established by the Association of American Railroads (AAR), the U.S. Department of Transportation, the Federal Railroad Administration (FRA), the International Organization for Standardization (ISO); and
- is otherwise in suitable condition for the safe rail transportation of Commodities.

KCS shall not be liable to Shipper, and Shipper shall fully indemnify, defend and hold harmless KCS, for all losses, damage, injury, death or any other liability including loss of or damage to property, injury to or death of persons, or adverse effect on wildlife or the environment (including without limitation attorney's fees and other reasonable costs of litigation, and including fines, penalties, and environmental response costs), arising from or due to any defects in, or failure of, private equipment, any negligent act or omission or willful misconduct of Shipper, any failure by Shipper (or its agents or contractors) to comply with the applicable policies, procedures and requirements with respect to the movement of commodities, improper loading practices, failure to properly close, secure and tender loaded or empty equipment, the presence of any trace chemicals or contaminants in the commodities which are not described in the commodities' proper shipping name, as provided in the Dangerous Goods Laws (as defined in Item 260 of this Rules Publication), or from Shipper's failure to comply with the terms and conditions of this Rules Publication.

KCS CONDITIONS OF CARRIAGE  
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PRIVATE EQUIPMENT STANDARDS (continued)

ITEM 200

**B. MILEAGE ALLOWANCE**

In addition to any other applicable freight charges, Shipper shall be solely responsible for any and all costs associated with the movement of Private Equipment, including, but not limited to, lease costs, car hire charges, and mileage compensation charges. At KCS' option, Shipper shall either (i) release, defend, indemnify and hold KCS harmless from claims for such costs including reasonable attorney's fees and costs of litigation, or (ii) reimburse KCS for excess car hire or mileage compensation paid by KCS to such Party within thirty (30) days of notice by KCS. If mileage allowance agreed upon is less than the allowance that would be payable under RIC 6007-Series, or an agreement provides for no mileage allowance, the party to the agreement warrants that its interest in the equipment used under the rates in the agreement making reference hereto is sufficient to permit it to waive full payment of mileage allowances. In the event that a party other than the party agreeing to reduce or eliminate the mileage allowance submits a claim to KCS for mileage allowance payments in excess of KCS' obligation under the agreement, the party to the agreement shall at KCS' option either; (1) release, defend and indemnify KCS from said claim including attorney's fees and cost of litigation, or (2) reimburse KCS for excess mileage allowances paid by KCS within thirty (30) days of notice by KCS.

**C. USE OF PRIVATE EQUIPMENT ON KCS LINES**

Use of private equipment is limited to cars, which have been authorized by KCS to operate over its lines. Prior to movement on KCS, private railcars must be registered under OT-57. KCS shall not be required to Accept private railcars that do not have OT-57 registration. Nothing in any agreement referring hereto shall be construed as requiring KCS to grant such authorization. Nothing in any agreement making reference hereto shall affect or be construed to affect any arrangement, interchange agreement or other agreement between customer and KCS with respect to the use, maintenance, operation or repair of, or payment for damage to or destruction of such private cars.

**D. PRIVATE CONTAINERS, TRAILERS, AND CHASSIS IN INTERMODAL SERVICE**

In addition to the terms outlined, Private Containers, Trailers and Chassis ("Private Intermodal Equipment") shall be subject to the following rules:

**1. RULES:**

- a) Trailers and containers must be equipped with suitable lifting pads and tie-down brackets, and must be in such condition as to permit safe handling. KCS will not be responsible for any damages to the trailer/container or the lading if the equipment does not have lifting pads.
- b) Closed trailers and containers must be equipped with closed side and/or end doors. The doors must be tightly fitted and have suitable locking and/or sealing devices, inclusive of high security ISO 17122 seals as applicable.
- c) Loaded open-top or flatbed trailers must be protected by tarpaulin or other adequate protection supplied and installed by the consignor.
- d) For street movement, two 20' loaded containers should not be loaded on a single 40' chassis when the combined gross weight of the two containers exceeds 45,000 pounds.
- e) For street movement, two 20' containers (loaded or empty) should not be loaded on a conventional (non 8-pin) chassis.
- f) KCS will not load containers on flat beds, which have not been modified with bulkheads, or twist locks that provide a positive locking mechanism.
- g) The consignee must remove locks placed by shippers. KCS assumes no responsibility for their return.
- h) Tank containers loaded with liquid commodities will be subject to the following specifications:
  - i. Must be ISO certified and be the compliant standard for the commodity being transported.
  - ii. Tank containers exceeding 7,000 gallons in capacity must be equipped with baffles so that no section exceeds 1,200 gallons in capacity, or 120 united inches in length. Each baffle must have an area not less than 80 percent of the cross-sectional area of the tank.
  - iii. Tank containers must be loaded to not less than 80 percent of rated capacity of tank.
  - iv. Liquid bulk containers will only be accepted as a COFC movement.



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PRIVATE EQUIPMENT STANDARDS (continued)

ITEM 200

- v. The maximum weight of a tank container shall not exceed the standards outlined for a 20-Foot marine container.
- i) Wheeled chassis equipment must be provided at KCS destination ramp locations by the Shipper and/or Consignee
  - i. A chassis will be accepted twenty-four (24) hours in advance of the scheduled train arrival.
  - ii. If a chassis (or other equipment) is not available when the train is unloaded, the shipper or consignee shall be subject to an additional charge of fifty dollars (\$50.00) per container for each extra lift, due to chassis unavailability.

2. CLAIMS FOR LOSS AND DAMAGE TO PRIVATE CONTAINERS, CHASSIS, OR TRAILERS:

KCS liability for any alleged loss or damage to the Private Intermodal Equipment shall be as outlined in the AAR Intermodal Interchange Rules, except as otherwise provided below where KCS shall:

- a) not be liable for damage in excess of the lesser of:
  - i. the calculated depreciated value;
  - ii. the cost to repair; or
  - iii. \$20,000/unit of equipment ("Liability Limit");
- b) not be claimed against for damage per Private Intermodal Equipment for amounts of \$1,000.00 or less;
- c) not be liable for chassis tire or wheel hub damage which shall be considered normal wear and tear, unless damage is proven to be the result of KCS mishandling;
- d) not be liable for damage that does not impair the structural integrity of Private Intermodal Equipment, nor internal damage to the trailer or container, unless damage is proven to be the result of KCS mishandling;
- e) not be liable for damage to Private Intermodal Equipment appurtenance or external mountings or fuel tanks which are not compatible or come into contact with the railcar;
- f) not be liable for prior damage to Private Intermodal Equipment, damage as a result of vandalism (e.g. graffiti), or damage to the door or securement mechanisms;
- g) not be liable for any special, consequential, reliance, indirect, incidental or punitive damages or loss resulting from the loss of use of the Private Intermodal Equipment;
- h) not be liable for damage as the result of an Event of Force Majeure.

A claim for Private Intermodal Equipment loss or damage must be submitted within two (2) months of the incident occurring. The repair of Private Intermodal Equipment damage must be to the standards of repair as outlined AAR Intermodal Interchange Rules.

KCS shall calculate the Depreciated Value of Private Intermodal Equipment 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 welded" containers or chassis
  - 120 (months) for "post and panel" or "aluminum" containers or trailers

Monthly Depreciation: Price divided by Monthly Depreciation Factor  
 Depreciation: Monthly Depreciation multiplied by Equipment Months in Service  
 Depreciated Value: Price less Depreciation

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EQUIPMENT, USE OF KCS FURNISHED

*ITEM 210*

When upon request of the consignor, KCS furnishes an empty car for loading of a line-haul movement and such movement is routed from origin station via a rail carrier other than KCS, a charge of \$1200.00 per car will be assessed to the person, firm or corporation ordering the car. This charge will be in addition to any other charges, which may be due from customer.

The \$1200.00 charge will not be assessed when consignor has received prior concurrence of KCS's equipment control department to use such equipment for an out-bound movement via a rail carrier other than KCS from origin station.

Guidelines for TOFC and COFC equipment picked up and returned unused and Shipper's instructions to reserve empty TOFC or COFC are provided in: REZ 1: NACS containers, EMPU containers and rail-controlled trailers

Unless otherwise provided, consignor must accept empty TOFC or COFC at KCS's terminal at origin perform pickup service, including loading of freight into TOFC or COFC and delivery of loaded TOFC or COFC to KCS.

Unless otherwise provided, consignee must accept delivery of loaded TOFC or COFC at KCS's terminal at destination, perform delivery service including unloading of freight from vehicle(s) and return empty TOFC or COFC at same location.

A trailer interchange and safety inspection form must be executed between KCS and consignor, or his agent, at the time trailer is accepted at KCS' terminal at origin or other location agreed upon by KCS, and a similar form must be executed between KCS and consignee, or his agent, at the time vehicle is accepted at KCS' terminal at destination or other location agreed upon by KCS on a form to be furnished by KCS covering utilization of TOFC or COFC by consignors, consignees, or their agents, while in their possession.

Consignor is relieved of the responsibility of accepting the empty TOFC or COFC at KCS' terminal at origin, or consignee is relieved of the responsibility of returning empty vehicle(s) to KCS's terminal at destination, when TOFC or COFC is interchanged with a motor carrier or other party with whom KCS has executed a trailer exchange contract at KCS's terminal and the consignor, consignee, or their agent, executes the following certificate which will be provided by KCS as a part of the trailer interchange and safety inspection report:

"User (consignor or consignee) hereby certifies TOFC or COFC was furnished for loading or unloading outside the KCS's origin/destination terminal area."

When shipments are billed from consignor or to consignee, neither of which is the beneficial owner of the freight, the name and address of the beneficial owner must be shown on shipping order.

FOOD SHIPMENTS

*ITEM 215*

Brokers are required to notify KCS seventy-two (72) hours in advance of arrival at the Mexico-U.S. border of any food type rail shipments. Should a Broker fail to provide seventy-two (72) hours advance notice to KCS, the Broker shall reimburse KCS the amount KCS is penalized for the failure to provide appropriate notification to the proper authorities, in addition to a \$500.00 surcharge.

FORCE MAJEURE [A] [NC]

*ITEM 220*

The Customer, Shipper, Consignee, and KCS 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 KCS Tariffs, provided that the Customer or KCS 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 Head of State's or public enemies;
- flood or washout;
- rockslide, landslide, snow-slide or avalanche;

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FORCE MAJEURE (continued)

ITEM 200

- storm or earthquake;
- expropriation;
- fire or explosion;
- strike, lockout, walkout or other industrial dispute;
- labor 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 contracts 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 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 existence of an Event of Force Majeure.

FREIGHT REQUIRING HEAT OR REFRIGERATION

ITEM 230

Line-haul rates do not include the cost of Mechanical Protective Service against heat or cold unless otherwise provided in Exempt Rate Quotations or Contracts. KCS is under no obligation to provide Mechanical Protective Service against heat or cold and will assume no responsibility for loss and damage arising from lack of same, unless a specific request is made by consignor, consignee or owner of perishables to provide such service and proper notation is placed on the Shipping Document.

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**FUEL SURCHARGE BASED ON WTI**

*ITEM 240*

Unless otherwise specified in the applicable rate document, in the event that the average price of West Texas Intermediate Crude Oil (as set forth below, the "WTI Average Price"), calculated monthly based on WTI Average Price for a given calendar month as published in the Wall Street Journal, exceeds \$23.00 per barrel, KCS will apply a Fuel Surcharge under this Item to line haul freight charges (1) in transportation contracts; (2) on commodities moving in an exempt car type (other than intermodal); and (3) on traffic subject to specific exemption pursuant to 49 C.F.R. 1039. The Fuel Surcharge shall be applied to the line haul freight charge for each shipment having a waybill dated on or after the 1st day of the second calendar month following the calendar month of a given WTI Average Price calculation. U. S. Central Time will be the time determined for receipt of billing instructions whether via EDI or [Colutions@kcsouthern.com](mailto:Colutions@kcsouthern.com).

The Fuel Surcharge will be 0.4% of the line haul freight charge for every \$1.00 per barrel, or portion thereof, by which the WTI Average Price exceeds \$23.00. The WTI Average Price for a given calendar month will be determined by adding the daily West Texas Intermediate Crude Oil prices published in the Wall Street Journal during a calendar month, and dividing the result by the number of days so published. The result will be rounded to the nearest cent. If the Wall Street Journal ceases publication of the price of West Texas Intermediate Crude Oil, KCS will employ a suitable substitute source of price or measure. The following schedule reflects the applicable fuel surcharges within the WTI Average Price ranges noted below:

WTI Average Price Per Barrel	Fuel Surcharge Percentage	WTI Average Price Per Barrel	Fuel Surcharge Percentage
\$23.00 and Below	No Surcharge	\$42.01 - \$43.00	8.0%
\$23.01 - \$24.00	0.4%	\$43.01 - \$44.00	8.4%
\$24.01 - \$25.00	0.8%	\$44.01 - \$45.00	8.8%
\$25.01 - \$26.00	1.2%	\$45.01 - \$46.00	9.2%
\$26.01 - \$27.00	1.6%	\$46.01 - \$47.00	9.6%
\$27.01 - \$28.00	2.0%	\$47.01 - \$48.00	10.0%
\$28.01 - \$29.00	2.4%	\$48.01 - \$49.00	10.4%
\$29.01 - \$30.00	2.8%	\$49.01 - \$50.00	10.8%
\$30.01 - \$31.00	3.2%	\$50.01 - \$51.00	11.2%
\$31.01 - \$32.00	3.6%	\$51.01 - \$52.00	11.6%
\$32.01 - \$33.00	4.0%	\$52.01 - \$53.00	12.0%
\$33.01 - \$34.00	4.4%	\$53.01 - \$54.00	12.4%
\$34.01 - \$35.00	4.8%	\$54.01 - \$55.00	12.8%
\$35.01 - \$36.00	5.2%	\$55.01 - \$56.00	13.2%
\$36.01 - \$37.00	5.6%	\$56.01 - \$57.00	13.6%
\$37.01 - \$38.00	6.0%	\$57.01 - \$58.00	14.0%
\$38.01 - \$39.00	6.4%	\$58.01 - \$59.00	14.4%
\$39.01 - \$40.00	6.8%	\$59.01 - \$60.00	14.8%
\$40.01 - \$41.00	7.2%	\$60.01 and Above	*
\$41.01 - \$42.00	7.6%		

\*The Fuel Surcharge will be 14.8%, plus an additional 0.4% of the line haul freight charge for every \$1.00 per barrel, or portion thereof, by which the WTI Average Price exceeds \$60.00.

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FUEL SURCHARGE BASED ON WTI (continued)

ITEM 240

Notice of the Fuel Surcharge applicable under this Item will be published on KCS' web page at <https://www.kcsouthern.com>. Customers can determine the Fuel Surcharge percentage amount by going to the Home Page, choosing the 'Ship With Us' link, then click the 'Fuel Surcharge/Reduction on Rate Discount' link. Any Fuel Surcharge applied to the line haul freight charge(s) referencing this authority will be reduced when the price of West Texas intermediate crude oil remains below the price which triggers a specific surcharge bracket. Reductions will be made promptly after they become applicable.

INTERMODAL FUEL SURCHARGE BASED ON OHD

ITEM 245

Effective July 1, 2017, unless otherwise specified in the applicable rate document, this item applies to Intermodal Traffic originating on KCS in the United States.

In the event that the per gallon On-Highway Diesel ("OHD") average price exceeds \$1.323 per gallon, KCS will apply a Fuel Surcharge to line-haul freight charges referencing or subject to this Item. The Fuel Surcharge shall be applied to the line-haul freight charge for each shipment having waybill dated on or after 12:01 A.M. July 1, 2017. U.S. Central Time will be the determining time for the receipt of billing instructions and subsequent determination of waybill effective date and applicable fuel surcharge via EDI or MyKCS rail pattern.

For domestic shipments, the Fuel Surcharge will be 0.3% of the line-haul freight charge for every \$0.023 per gallon, or portion thereof, by which the OHD average price exceeds \$1.323. The amount of Fuel Surcharge applied will become effective each Monday based on the OHD price determined one week prior to the publication date. The amount of the Fuel Surcharge will be based on the weekly average price in the U.S. that the U.S. Energy Information Administration ("EIA") publishes each week in Dollars per gallon including taxes at <http://www.eia.gov/petroleum/gasdiesel/> ("KCSR OHD Weekly Fuel Surcharge"). If the EIA ceases publication of the OHD price, KCS will employ a suitable substitute source of price.

For international shipments, the Fuel Surcharge will be 0.3% of the line-haul freight charge for every \$0.023 per gallon, or portion thereof, by which the average of the KCSR OHD Weekly Fuel Surcharge for the four (4) week period ending with the week containing the 15<sup>th</sup> of the month exceeds \$1.323. The amount of Fuel Surcharge applied will become effective on the first of each month.

The following schedule reflects the applicable fuel surcharges within the OHD average price ranges noted below:

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INTERMODAL FUEL SURCHARGE BASED ON OHD (continued)

ITEM 245

\$ Per GALLON			\$ Per GALLON			\$ Per GALLON			\$ Per GALLON		
From	To	Surcharge Amount	From	To	Surcharge Amount	From	To	Surcharge Amount	From	To	Surcharge Amount
\$0.000	\$1.323	0%	\$2.524	\$2.547	15.47%	\$3.748	\$3.771	30.77%	\$4.972	\$4.995	46.07%
\$1.324	\$1.347	0.47%	\$2.548	\$2.571	15.77%	\$3.772	\$3.795	31.07%	\$4.996	\$5.019	46.37%
\$1.348	\$1.371	0.77%	\$2.572	\$2.595	16.07%	\$3.796	\$3.819	31.37%	\$5.020	\$5.043	46.67%
\$1.372	\$1.395	1.07%	\$2.596	\$2.619	16.37%	\$3.820	\$3.843	31.67%	\$5.044	\$5.067	46.97%
\$1.396	\$1.419	1.37%	\$2.620	\$2.643	16.67%	\$3.844	\$3.867	31.97%	\$5.068	\$5.091	47.27%
\$1.420	\$1.443	1.67%	\$2.644	\$2.667	16.97%	\$3.868	\$3.891	32.27%	\$5.092	\$5.115	47.57%
\$1.444	\$1.467	1.97%	\$2.668	\$2.691	17.27%	\$3.892	\$3.915	32.57%	\$5.116	\$5.139	47.87%
\$1.468	\$1.491	2.27%	\$2.692	\$2.715	17.57%	\$3.916	\$3.939	32.87%	\$5.140	\$5.163	48.17%
\$1.492	\$1.515	2.57%	\$2.716	\$2.739	17.87%	\$3.940	\$3.963	33.17%	\$5.164	\$5.187	48.47%
\$1.516	\$1.539	2.87%	\$2.740	\$2.763	18.17%	\$3.964	\$3.987	33.47%	\$5.188	\$5.211	48.77%
\$1.540	\$1.563	3.17%	\$2.764	\$2.787	18.47%	\$3.988	\$4.011	33.77%	\$5.212	\$5.235	49.07%
\$1.564	\$1.587	3.47%	\$2.788	\$2.811	18.77%	\$4.012	\$4.035	34.07%	\$5.236	\$5.259	49.37%
\$1.588	\$1.611	3.77%	\$2.812	\$2.835	19.07%	\$4.036	\$4.059	34.37%	\$5.260	\$5.283	49.67%
\$1.612	\$1.635	4.07%	\$2.836	\$2.859	19.37%	\$4.060	\$4.083	34.67%	\$5.284	\$5.307	49.97%
\$1.636	\$1.659	4.37%	\$2.860	\$2.883	19.67%	\$4.084	\$4.107	34.97%	\$5.308	\$5.331	50.27%
\$1.660	\$1.683	4.67%	\$2.884	\$2.907	19.97%	\$4.108	\$4.131	35.27%	\$5.332	\$5.355	50.57%
\$1.684	\$1.707	4.97%	\$2.908	\$2.931	20.27%	\$4.132	\$4.155	35.57%	\$5.356	\$5.379	50.87%
\$1.708	\$1.731	5.27%	\$2.932	\$2.955	20.57%	\$4.156	\$4.179	35.87%	\$5.380	\$5.403	51.17%
\$1.732	\$1.755	5.57%	\$2.956	\$2.979	20.87%	\$4.180	\$4.203	36.17%	\$5.404	\$5.427	51.47%
\$1.756	\$1.779	5.87%	\$2.980	\$3.003	21.17%	\$4.204	\$4.227	36.47%	\$5.428	\$5.451	51.77%
\$1.780	\$1.803	6.17%	\$3.004	\$3.027	21.47%	\$4.228	\$4.251	36.77%	\$5.452	\$5.475	52.07%
\$1.804	\$1.827	6.47%	\$3.028	\$3.051	21.77%	\$4.252	\$4.275	37.07%	\$5.476	\$5.499	52.37%
\$1.828	\$1.851	6.77%	\$3.052	\$3.075	22.07%	\$4.276	\$4.299	37.37%	\$5.500	\$5.523	52.67%
\$1.852	\$1.875	7.07%	\$3.076	\$3.099	22.37%	\$4.300	\$4.323	37.67%	\$5.524	\$5.547	52.97%
\$1.876	\$1.899	7.37%	\$3.100	\$3.123	22.67%	\$4.324	\$4.347	37.97%	\$5.548	\$5.571	53.27%
\$1.900	\$1.923	7.67%	\$3.124	\$3.147	22.97%	\$4.348	\$4.371	38.27%	\$5.572	\$5.595	53.57%
\$1.924	\$1.947	7.97%	\$3.148	\$3.171	23.27%	\$4.372	\$4.395	38.57%	\$5.596	\$5.619	53.87%
\$1.948	\$1.971	8.27%	\$3.172	\$3.195	23.57%	\$4.396	\$4.419	38.87%	\$5.620	\$5.643	54.17%
\$1.972	\$1.995	8.57%	\$3.196	\$3.219	23.87%	\$4.420	\$4.443	39.17%	\$5.644	\$5.667	54.47%
\$1.996	\$2.019	8.87%	\$3.220	\$3.243	24.17%	\$4.444	\$4.467	39.47%	\$5.668	\$5.691	54.77%
\$2.020	\$2.043	9.17%	\$3.244	\$3.267	24.47%	\$4.468	\$4.491	39.77%	\$5.692	\$5.715	55.07%
\$2.044	\$2.067	9.47%	\$3.268	\$3.291	24.77%	\$4.492	\$4.515	40.07%	\$5.716	\$5.739	55.37%
\$2.068	\$2.091	9.77%	\$3.292	\$3.315	25.07%	\$4.516	\$4.539	40.37%	\$5.740	\$5.763	55.67%
\$2.092	\$2.115	10.07%	\$3.316	\$3.339	25.37%	\$4.540	\$4.563	40.67%	\$5.764	\$5.787	55.97%
\$2.116	\$2.139	10.37%	\$3.340	\$3.363	25.67%	\$4.564	\$4.587	40.97%	\$5.788	\$5.811	56.27%
\$2.140	\$2.163	10.67%	\$3.364	\$3.387	25.97%	\$4.588	\$4.611	41.27%	\$5.812	\$5.835	56.57%
\$2.164	\$2.187	10.97%	\$3.388	\$3.411	26.27%	\$4.612	\$4.635	41.57%	\$5.836	\$5.859	56.87%
\$2.188	\$2.211	11.27%	\$3.412	\$3.435	26.57%	\$4.636	\$4.659	41.87%	\$5.860	\$5.883	57.17%
\$2.212	\$2.235	11.57%	\$3.436	\$3.459	26.87%	\$4.660	\$4.683	42.17%	\$5.884	\$5.907	57.47%
\$2.236	\$2.259	11.87%	\$3.460	\$3.483	27.17%	\$4.684	\$4.707	42.47%	\$5.908	\$5.931	57.77%
\$2.260	\$2.283	12.17%	\$3.484	\$3.507	27.47%	\$4.708	\$4.731	42.77%	\$5.932	\$5.955	58.07%
\$2.284	\$2.307	12.47%	\$3.508	\$3.531	27.77%	\$4.732	\$4.755	43.07%	\$5.956	\$5.979	58.37%
\$2.308	\$2.331	12.77%	\$3.532	\$3.555	28.07%	\$4.756	\$4.779	43.37%	\$5.980	\$6.003	58.67%
\$2.332	\$2.355	13.07%	\$3.556	\$3.579	28.37%	\$4.780	\$4.803	43.67%	\$6.004	\$6.027	58.97%
\$2.356	\$2.379	13.37%	\$3.580	\$3.603	28.67%	\$4.804	\$4.827	43.97%	\$6.028	\$6.051	59.27%
\$2.380	\$2.403	13.67%	\$3.604	\$3.627	28.97%	\$4.828	\$4.851	44.27%	\$6.052	\$6.075	59.57%
\$2.404	\$2.427	13.97%	\$3.628	\$3.651	29.27%	\$4.852	\$4.875	44.57%	\$6.076	\$6.099	59.87%
\$2.428	\$2.451	14.27%	\$3.652	\$3.675	29.57%	\$4.876	\$4.899	44.87%	\$6.100	\$6.123	60.17%
\$2.452	\$2.475	14.57%	\$3.676	\$3.699	29.87%	\$4.900	\$4.923	45.17%	\$6.124	\$6.147	60.47%
\$2.476	\$2.499	14.87%	\$3.700	\$3.723	30.17%	\$4.924	\$4.947	45.47%	\$6.148	\$6.171	60.77%
\$2.500	\$2.523	15.17%	\$3.724	\$3.747	30.47%	\$4.948	\$4.971	45.77%	\$6.172	\$6.195	61.07%

\*

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INTERMODAL FUEL SURCHARGE BASED ON OHD (continued) ITEM 245

\*The Fuel Surcharge will be 61.07% of the line-haul freight charge plus 0.3% of the line-haul freight charge for every \$0.023 per gallon, or portion thereof, by which the OHD average price exceeds \$6.195.

Weekly or monthly notice, as applicable, of the Fuel Surcharge applicable under this Item will be published on KCS' web page at <https://www.kcsouthern.com>. Customers can determine the Fuel Surcharge percentage amount by going to the Home Page, choosing the 'Ship With Us' link, then clicking the 'Fuel Surcharge/Reduction on Rate Discount' link. Any Fuel Surcharge applied to the line haul freight charge(s) referencing this authority will be reduced when the weekly OHD average price or the four-week average of the weekly OHD average price, as applicable, remains below the price which triggers a specific surcharge bracket. Reductions will be made promptly after they become applicable.

GOVERNING LAW ITEM 250

To the extent not governed by Federal law, the laws of the state of Missouri without regard to conflict of law provision shall govern the construction and interpretation of this publication and all rights and obligations of the parties.

HAZARDOUS COMMODITY [A] [NC] ITEM 260

TRANSPORTATION OF HAZARDOUS COMMODITIES – DANGEROUS GOODS OR HAZARDOUS MATERIALS

A. Definition:

"Dangerous Goods Laws" means any and all applicable United States, and Mexican federal, state, and local laws, rules and regulations governing the handling, packaging, disposing and transportation of dangerous goods in Mexico and hazardous materials in the United States, including but not limited to:

- i. Title 49 CFR of the United States Code of Federal Regulations;
- ii. Hazardous Material Transportation Act (49 U.S.C. 5101 et seq.);
- iii. Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et seq.);
- iv. Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et seq.);
- v. Regulation for the Land Transportation of Hazardous Materials and Residues ("Reglamento para el Transporte de Materiales y Residuos Peligrosos") in force, and
- vi. regulations promulgated thereafter.

"Hazardous Commodities" means Dangerous Goods or Hazardous Materials.

B. Hazardous Commodities shipments tendered to KCS shall be

- i. fully and accurately described in all Bills of Lading, and Shipper has a full and proper safety data sheet for the Commodity which shall be made available immediately at any time upon request to KCS, any emergency response services, or any authority having jurisdiction;
- ii. tendered in full and strict compliance with all applicable Dangerous Goods Laws applicable to Customer, and as set forth in any applicable Publication, including being properly tested, registered, marked, labelled, stenciled, placarded, billed, used, documented, loaded, unloaded, transferred, secured, handled, packaged, disposed, cleaned, maintained, closed, and offered for transport, (collectively "Handled"); and
- iii. all respects, tendered in accordance with generally applicable governing safety laws and standards, whether such standards are set out in the Dangerous Goods Laws, or any applicable laws, rules and regulations.

C. Shipper is responsible for the safe loading, tender and unloading of all shipments of Hazardous Commodities. Shipper shall prepare, bill and document for shipment and load and unload, all shipments of Hazardous Commodities in accordance with and subject to the Dangerous Goods Laws. Shipper is responsible to ensure that contents of all shipments of Hazardous Commodities are fully and accurately described by the proper shipping name, and are classified, packaged, marked, labelled/placarded and in all respects in proper condition for transport according to applicable international and national government regulations.

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HAZARDOUS COMMODITY    *(continued)*

*ITEM 260*

Shipper shall have and will maintain in effect all applicable registrations, permits and licenses required under Dangerous Goods Laws to be a shipper of the Hazardous Commodities. In addition to Bills of Lading, manifests and other documentation with each shipment, Shipper shall, upon KCS's request, provide KCS with accurate and descriptive chemical and physical data on the character of the Hazardous Commodities to be transported prior to the actual shipment.

Hazardous Commodities shall be accompanied by any manifests required by Dangerous Goods Laws. Shipper shall ensure that all Bills of Lading, hazardous waste manifests, and shipping papers generated by it or its Agents for Hazardous Materials originating with or designated to move to a Customer's location pursuant to the terms of this Contract include the full technical shipping description and identification for all Hazardous Commodities covered by the shipping papers and are in all other respects in full compliance with applicable laws, regulations and KCS Rules Publication, before such Hazardous Commodities are offered into transportation.

KCS shall not be deemed to be in breach of the Rules Publication if it refuses to accept for shipment any Hazardous Commodities, which are not accompanied by shipping papers in full compliance with applicable laws, regulations and KCS Rules Publication, and containing reference to a 24-hour telephone number for emergency response.

Shipper agrees KCS may enter Shipper facilities to inspect and review all aspects of the loading of Hazardous Commodities. KCSM reserves the right to reject any shipment of Hazardous Commodities it deems unsafe or otherwise unsuitable for transportation.

- D. All Hazardous Commodities transported in Private Equipment, shall be subject to the terms of Private Equipment as outlined in this Rules Publication. KCS's acceptance of Private Equipment at interchange shall not relieve Shipper of its obligations with respect to Private Equipment under this Rules Publication, and shall not constitute a waiver by KCS of Shipper's obligations hereunder.
- E. In the event of any leakage, release, spillage, dumping or other discharge of the Hazardous Commodities while in the custody of KCS, Shipper shall, at KCS' request, provide prompt advice with respect to the proper method of cleanup, disposal and other remedial actions to take with respect to such leakage, release, spillage, dumping or other discharge, and Shipper shall cooperate fully with KCS to expeditiously and prudently abate or eliminate any hazard and to meet the requirements of all Dangerous Goods Laws. Nothing contained in this Item, however, shall alter the responsibilities and obligations of Shipper under this Rules Publication.
- F. Further, the Shipper of any hazardous commodity defined herein and defined by U.S. DOT 49 C.F.R. part 172 (hazmat), U.S. DOT 49 C.F.R. part 130 (oil); OT-55 Environmentally Sensitive Chemicals; and any commodity which when released into the environment violates the Clean Water Act, shipped via KCS, shall indemnify KCS and hold KCS harmless for any and all loss, liability, cost resulting from governmental enforcement actions brought by federal, state and local Agencies including EPA, FRA and DEQ's or any cost whatsoever that KCS may incur or be held responsible for, to the extent that such liability is due to, or arising from, defects in or failure of shipper's cars and equipment, or loading or unloading rack operations and container closure securing (as properly described in the "Association of American Railroads Recommended Methods for Safe Loading and Unloading of Tank Cars") of which may result in a non-accident related release in transportation, injury, exposure, evacuation, road closure, or shipper's failure to conduct proper packaging, blocking, bracing, and container closure (as properly described in the "Association of American Railroads Approved Methods for Loading and Bracing Carload and Less Than Carload Shipments") or mis-identification of commodity shipped during transportation to include providing KCS with non-complying hazmat shipping documents, placarding and markings (or lack thereof) which do not comply with U.S. DOT regulations.



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ETHANOL SHIPMENTS TENDERED IN VIOLATION OF 49 C.F.R. §173.242 *ITEM 265*

Any shipment of Ethanol, Alcohol and Flammable Liquids NOS containing Ethanol tendered to KCS on or after May 1, 2023 in violation of the requirements of 49 C.F.R. §173.242 that prohibit shipment of Ethanol<sup>1</sup> in DOT-111 tank cars and after July 1, 2023 for jacketless DOT-111 tank cars built to CPC-1232 specifications will, when discovered by KCS, be set out, and the lading will be transloaded by KCS. The costs of the set out and transloading, as well as the cost of any regulatory fines levied against KCS for moving shipments tendered in violation of 49 C.F.R. Section 173.242, will be charged to the shipper of record.

Note 1: For purposes of this Item, "Ethanol" means:

- UN1170, ETHANOL more than 24% ethanol, by volume
- UN1987, ALCOHOLS, N.O.S.
- NA 1987 Denatured Alcohol
- UN1993, FLAMMABLE LIQUID, N.O.S., that is ethanol, solutions comprised mostly of ethanol, denatured ethanol or ethanol and gasoline mixtures
- UN3475, ETHANOL AND GASOLINE MIXTURE with more than 10% ethanol, ETHANOL AND MOTOR SPIRIT MIXTURE with more than 10% ethanol, or ETHANOL AND PETROL MIXTURE with more than 10% ethanol

INTERMEDIATE APPLICATION OF RATES *ITEM 270*

Except as otherwise specially provided in individual rate agreements, rates will not apply from or to points intermediate to the origins or destinations specified in such individual rate agreements.

LOADING AND UNLOADING [A] [NC] *ITEM 280*

Consignors and consignees are required to load and unload cars.

Shipper shall comply with the loading guidelines of this Rules Publication, the standards, rules, circulars, and publications of the Association of American Railroads ("AAR"), as may be amended, any applicable federal, state and local loading rules, or other specific loading rules as may be declared by KCS as may be applicable regarding the handling of the Commodity.

MAXIMUM WEIGHT ON RAIL [A] [NC] *ITEM 290*

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

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

KCS will not accept any Trailer on Flat Car (TOFC) or Container on Flat Car (COFC) equipment with a gross weight exceeding the maximum gross weight permissible as declared a,) by the equipment badge plate or b,) under Federal, State and/or Municipal Weight Laws inclusive of highway tractor gross or axle weight limitations.

Further, the combined gross weight shall not exceed 65,000 pounds for equipment greater than 40 Feet (e.g. 40-Foot, 45-Foot, 53-Foot) in length and 52,900 pounds for equipment 20-Foot (20FT) in length. Gross weight means combined weight of equipment and lading (commodity). The maximum commodity weight loaded in TOFC or COFC equipment shall not exceed 25,000LBS per 10 linear feet.

Where a movement of 20-Foot equipment with a combined gross weight greater than 52,900 LBS but not exceeding 60,000 LBS may be involved, the approval of KCS shall be required prior to rail tendering.

Where KCS handles the freight from the door at origin (consignor loads) and/or to door at destination (consignee unloads) in Intermodal Service, the limitations as outlined above shall be reduced as a provision of the service provided by KCS.

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MINIMUM CARLOAD WEIGHTS

*ITEM 300*

(This item is applicable only when the stated carload minimum weight is made subject to this item by specific reference.)

When shipments are loaded in cars not exceeding 52 feet 8 inches in length (inside measurement) they shall be charged at not less than the stated carload minimum weight. When shipments are loaded in cars of a greater length the stated carload minimum weight is increased by twenty-five percent (25%).

MECHANICAL PROTECTIVE SERVICE

*ITEM 310*

Mechanical protective services are subject to additional charges and must be agreed to in writing prior to the time services are rendered.

Subject to Item 230, the party issuing the Bill of Lading shall specify on the bill of lading whether the commodities loaded in equipment are perishable in nature requiring protection against heat or cold. If no such specification is made, KCS shall not be responsible for any loss or damage arising from the lack or failure of such protection. Subject to the conditions of this Item for shipper-owned or -leased cars where mechanical protective service (MPS) units including minor repairs, fuel oil, lubrication and other supplies. The expense of operating the MPS units will be borne by the car owner, and the actual cost of labor for any maintenance, service or repairs, and for material (plus 15% material handling charge), fuel oil, lubricating oil and other supplies furnished to such MPS units shall be billed to the car owner directly by the railroad incurring the cost of furnishing such services.

MIXED CARLOAD SHIPMENTS

*ITEM 320*

Except as may otherwise be provided in individual agreements, when two or more commodities for which different ratings or rates apply are shipped in a single carload, the rate to be assessed on the entire shipment will be that applicable to the higher rated article.

MULTI CAR SHIPMENTS

*ITEM 330*

In order to qualify for multi car shipment rates, cars must be shipped at one time and must be tendered on one bill of lading on one day from one consignor at one location at Origin to one consignee at one location at Destination.

OBLIGATION AFTER TERMINATION

*ITEM 340*

Termination of an agreement making reference hereto, for any reason, will not release any party from its obligations accrued prior to the termination.

OVERCHARGE, OVER COLLECTION OR DUPLICATE PAYMENT CLAIM PROVISIONS

*ITEM 350*

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

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

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OVERLOADED CARS

*ITEM 360*

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

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

If shipper does not produce a certified weight document, in a form acceptable to KCS, indicating that the excess tonnage has been removed from each car, weighing charges for each overloaded car, including applicable switch charges as published in KCS 8100-Series, such supplements thereto and successive issues thereof will be assessed against the shipper in addition to all other charges named in this publication.

If a car is found to be overloaded at origin after having been removed from industry or if a car is found to be overloaded at railroad tracks where loaded or if a car is found to be overloaded after the car has departed the origin station, the overloaded car(s) will be placed at a point of KCS’ choosing until the excess lading is removed and will be subject to a surcharge of \$750.00 per car, the applicable switch charge as provided in KCS 8100-Series, such supplements thereto and successive issues thereof and the applicable freight charges. Shipper will be notified via telephone or by an electronic means and shall remove the excess lading at the operating convenience of KCS. Cars found to contain excess lading at origin will remain on continuous demurrage under the provisions found in KCS Demurrage publication 6000-Series, until the excess lading is removed.

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

If shipper/consignor has not commenced reducing the excess portion from each car after two hundred and forty (240) hours from the date and time of notification, the lading in the car will have been deemed abandoned and KCS may, at the option of KCS’ Freight Claim Department sell or dispose of the lading. All charges (switching, weighing, demurrage, reduction and disposal expense) resulting from the overloaded car, will be deducted from the proceeds of sale.

OVERLOADED OR OVERCROWDED CARS DISCOVERED AT MOSSVILLE, LA

*ITEM 370*

When a car, which has been loaded on KCS at Rose Bluff, West Lake or West Lake Charles, LA, is discovered to be overloaded or overcrowded upon arrival at scale located at Mossville, LA, customer will be notified to remove the excess as provided in this publication. If the car can be safely moved, upon receipt of instructions from customer, KCS will move car back to the original point of loading and a charge of **\$415.00 per car** will be assessed. This charge covers movement of car from original point of loading to scale and return to original point of loading.

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PACKAGING

*ITEM 380*

All loading, bracing and blocking must comply with the applicable Association of American Railroads pamphlet or general information series publication or modifications approved by KCS’s Damage Prevention Services prior to shipment. Shippers are required to take all necessary additional steps to protect their product during rail transportation.

In the event of a load shift, when it is determined by rail carriers that there was insufficient or improper blocking and bracing, the shipper shall be responsible for all expenses, including but not limited to, the repair of damaged equipment, loss or damage to cargo, and transfer services. In addition, all charges, administrative, civil fines, storage and demurrage are due and payable in full before the railcar or the cargo is released.

RAIL OPERATIONS-ORDER/NOTIFY SHIPMENTS

*ITEM 390*

Specialized rail handling such as ‘do not hump’; speed restrictions and equipment size are special rail services and not routine rail services. Unless agreed to in writing by both KCS and shipper, any restrictions on rail handling placed by shipper upon a particular car (including but not limited to “do not hump” signs, notations as to speed or other restrictions on a bill of lading, EDI notations) shall have no effect and be void. Shippers desiring special handling must contact KCS to arrange special handling.

KCS does not provide Order/Notify service. Bills of lading or shipping instructions tendered to KCS in the form of an order/notify bill of lading will be handled as straight bills of lading. Instructions to the effect of requiring KCS to not complete delivery of a shipment until either securing authorization for delivery from the shipper or some other party, surrender of the bill of lading or notification by KCS to the shipper or some other party shall have no effect and be void regardless of whether such instructions are contained in a straight or an order/notify bill of lading; and KCS shall have no liability for delivering a shipment to the consignee listed in the bill of lading in such circumstances.

RECORD KEEPING AND AUDITS

*ITEM 400*

Shipping party will keep accurate records of shipments covered by the agreement making reference hereto, and designated railroad personnel or its agent will have, at reasonable times, the right to inspect such records kept by customer for the purpose of determining compliance with the terms of the agreement.

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

*ITEM 410*

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

RETURNED, REFUSED OR REJECTED SHIPMENTS

*ITEM 420*

**This item does not apply on Coal or Perishable Freight requiring protective service.**

When shipment covered by this publication has reached destination but is refused or rejected, not unloaded, and is returned to the original shipping point for reasons other than rail carrier's error, the return movement will be subject to the rate and minimum weight in the reverse direction in effect on date shipment is tendered for return, or to the rate normally applicable for such return movement if lower.

Routing for the return movement will be applicable only via the reverse of the route over which the original shipment moved, except in the case of emergency routing orders.

STCC NUMBERS, EXPLANATION OF

*ITEM 430*

The two, three and five-digit STCC numbers shown with commodity descriptions will also embrace all articles assigned additional digits listed thereunder, as described in Section 2 of Tariff STCC 6001-series. For example, STCC 25 also embraces articles covered by numbers with a greater number of digits beginning with STCC 25.

SEVERABILITY

*ITEM 440*

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

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SOUTH TEXARKANA, TX RATES FROM TEXARKANA, AR APPLICATION

*ITEM 450*

Subject to conditions set forth in Paragraphs 1 and 2 below, rates and routes applying on STCC 26 Commodities from South Texarkana, TX on the one hand, and interstate destinations on the other hand, will also apply on STCC 26 commodities from Texarkana, AR as follows:

1. Car(s) must be billed and rated via KCS direct from Graphic Packaging's mill at South Texarkana, TX to Commercial Storage Warehouse, Texarkana, AR.
2. Car(s) must be billed and rated from Commercial Storage Warehouse, Texarkana, AR, via KCS direct, or KCS and connections, to destinations covered by KCS rates applicable from South Texarkana, TX.

STATION LIST AND CONDITIONS

*ITEM 460*

Shipments subject to this publication shall be governed by OPSL **6000-Series (Open and Prepay Station List)** to the extent shown below:

For additions and abandonment of stations and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities. When a station is abandoned as of a date specified in the above-named tariff, the rates from and to such station as published in this publication are inapplicable on and after that date.

For geographical locations of stations.

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

THIRD PARTY BENEFICIARIES

*ITEM 470*

The services provided by KCS under this publication are intended for the benefit of the shipper except to the extent expressly stated otherwise in this publication and are **not** intended for the benefit of any third party. Any standards of service contained in this publication, any transportation contract or offering is solely for the benefit of the shipper or contracting party to the transportation contract or offering.

Shipments moving pursuant to this publication represent the bargain struck between KCS and shipper or party arranging rail transportation and are contingent upon the rates, levels of liability and other terms and conditions agreed upon between KCS and the shipper or party arranging the rail transportation for the movement. Frequently, the contract for the rail portion of a movement may be only one contract in a series of other contracts between other parties. None of these parties are the intended third party beneficiaries of the rail contract. Furthermore, any liability on the part of KCS extends only to the shipper or party arranging the rail transportation and is limited to the terms and provisions set out in this publication and the governing contract. The shipper or the party arranging rail transportation acknowledges that the bargain with KCS neither contemplates or creates liability on the part of KCS towards any other party, whether in tort or contract, nor places upon KCS any liability in excess of the liability assumed by KCS under this publication and the governing rail contract. Accordingly, the shipper or the party arranging rail transportation warrants its authority to bind the cargo owner to this publication and its authority to tender the cargo to KCS. By tendering the cargo to KCS, the shipper or the party making arrangements for rail transportation on behalf of either the cargo owner or an agent of the cargo owner shall be bound by the terms of this publication and shall indemnify KCS against any claim by the cargo owner or any person or agent, which is contrary to any provisions (including but not limited to any limitations of liability) in this publication and the governing rail contract, for any amounts that exceed the liability assumed by KCS under this publication and the governing rail contract plus the reasonable cost of defense and attorneys' fees for KCS.

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TRANSPORTATION OF TIH/PIH COMMODITIES

*ITEM 475*

**A. Application**

In addition to any other applicable Tariffs, contracts, or agreements, this item applies to TIH/PIH commodities that move on KCS unless otherwise agreed in a writing signed by KCS.

**B. Definitions**

1. For purposes of this item, "Private Equipment" means railcars not owned or supplied by a railway.
2. "Toxic Inhalation Hazard (TIH)/Poison Inhalation Hazard (PIH) commodity" or "TIH/PIH commodity" means any product considered poisonous or toxic by inhalation in the United States Hazardous Materials Regulations, 49 C.F.R. Parts 105 – 180, or Canadian Transportation of Dangerous Goods Regulations. See Exhibit B to this tariff for a non-exhaustive list of TIH/PIH commodities.
3. The terms "TIH" and "PIH" are used interchangeably.
4. "TIH/PIH Customer" means the Payer of Freight, the Shipper, the Receiver, the Consignor or the Consignee, as the case may be, including any railway that is not a subsidiary of Canadian Pacific Railway Limited, that is responsible for the movement of TIH/PIH commodities on KCS.

**C. Private equipment**

Every TIH/PIH commodity subject to this item shall be transported in Private Equipment. It is the TIH/PIH Customer's responsibility to abide by the Private Equipment terms in KCS tariffs. KCS's acceptance of Private Equipment at interchange shall not relieve TIH/PIH Customer of its obligations with respect to Private Equipment under this tariff or any other KCS tariff, and shall not constitute a waiver by KCS of TIH/PIH Customer's obligations hereunder.

Without exception, traffic classified as a TIH/PIH commodity is not eligible for storage on KCS property, and may not be tendered for movement in intermodal equipment.

**D. Insurance**

TIH/PIH Customer shall, at its own cost and expense, take out and maintain in full force and effect a Commercial General Liability Insurance Policy with an inclusive limit of not less than ONE HUNDRED MILLION DOLLARS (\$100,000,000.00) (in the currency of the originating party) per occurrence for any and all liability and indemnity obligations assumed by TIH/PIH Customer under this Tariff. Such insurance shall include no provisions excluding loss, damage or injury arising out of or resulting from any incidents occurring, or doing business or conducting operations, on, near, adjacent to or within fifty (50) feet of any railroad track, right-of-way or facilities. Such insurance shall specifically (1) name KCS as an additional insured; (2) contain a "cross-liability" clause that has the effect of insuring each person, firm, or corporation insured thereunder in the same manner and to the same extent, as if a separate policy had been issued to each; and (3) provide that the policy shall not be cancelled or materially altered unless written notice is given by the insurer to KCS thirty (30) days before the effective date of such cancellation or alteration.

TIH/PIH Customer shall furnish to KCS certified copies of the insurance policies and/or Certificates of Insurance evidencing the above coverages, sent via email to Risk\_Management@cpkcr.com, prior to shipping with KCS. The acquisition and maintenance of this insurance policy by TIH/PIH Customer shall in no manner limit or restrict liabilities incurred by TIH/PIH Customer under the provisions of this Tariff, and shall be primary and not excess of any other insurance that may be available.

**E. Indemnification and liability**

TIH/PIH Customer shall fully indemnify and defend KCS from and against any and all liabilities, claims, lawsuits, actions, applications, demands, complaints, loss, harm, judgments, liens, awards, costs (including, without limitation, attorney's fees and other reasonable costs of litigation), emergency response and evacuation costs, remediation costs, and government oversight costs, damages (including without limitation special and

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TRANSPORTATION OF TIH/PIH COMMODITIES (continued)

ITEM 475

consequential damages), injury to or death of persons, or adverse effects on wildlife or the environment which are caused by or arise from:

- Any failure of, or defect in Private Equipment tendered by TIH/PIH Customer for the transportation of TIH/PIH commodity;
- Any actual or threatened discharge, release, leak or escape of the TIH/PIH commodity from the Private Equipment tendered by TIH/PIH Customer for the transportation of TIH/PIH commodity
- Loading, sealing and/or securing the TIH/PIH commodity by TIH/PIH Customer in Private Equipment;
- Removal, unloading, transfer, delivery, treatment, dumping, storage, or disposal of the TIH/PIH commodity carried in the Private Equipment; or
- Failing to properly placard or failing to provide complete and accurate shipping information concerning the TIH/PIH commodity in such Private Equipment.

However, TIH/PIH Customer shall have no such obligation to indemnify KCS to the extent that Liabilities arise from the negligence or willful misconduct of KCS. Additionally, nothing contained in this item shall extend to limit any liability owing to the Shipper by KCS that is not permitted by law. TIH/PIH Customer's indemnity obligations under this item do not include claims for alleged loss, damage, or delay to the TIH/PIH commodities.

**F. Joint liability**

If Liabilities are caused in whole, or in part, by the joint, contributory, or concurrent negligence or fault of KCS, responsibility for Liabilities shall be adjudicated under usual principles of comparative fault under the law governing joint liability, whereby the trier of fact shall determine the percentage of responsibility for KCS, TIH/PIH Customer, and any other party. KCS shall be liable for the amount of such Liabilities allocated to KCS in proportion to KCS's percentage of responsibility. TIH/PIH Customer shall be liable for all other Liabilities.

TRANSPORTATION CHARGES TO APPLY

ITEM 480

The charges applicable to the transportation from origin to destination will be specified by an agreement making reference thereto in effect on the date the equipment is actually or constructively placed for loading as reflected on the bill of lading. Any alternative, addition or erasure in the bill of lading made without special notation thereof of a KCS agent shall be without effect, and the rate agreed upon by an agreement, making reference hereto, as originally reflected in the bill of lading shall be the applicable rate.

Description of articles on the Shipping Documents must show the STCC numbers and conform to the Standard Transportation Commodity Code. When different rates or charges are provided for the same article according to the type of packing or package, the type of packing or package should be shown. For description of explosives and hazardous materials, see EXPLOSIVES AND OTHER HAZARDOUS MATERIALS.

KCS reserves the right to inspect shipments and if upon inspection it is ascertained that the commodity shipped is not as described on the bill of lading or other shipping document, freight charges will be collected at a transportation rate twice that applicable to the proper description.

TRANSPORTATION SERVICES

ITEM 490

On carload shipments, shipper will notify KCS when loading of equipment is completed and ready for movement or when loaded equipment is made empty and ready for release to KCS. Unless otherwise mutually agreed upon by shipper and KCS, shipper shall prepare and both parties shall execute the transportation documents to cover the line haul transportation services requested by shipper. Shipper will provide instructions for the transportation services requested for the shipment. KCS will arrange for transportation and delivery in accordance with instructions shown on the bill of lading, which instructions shall be governed by this publication.

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UNLOADING AND RELEASE OF EQUIPMENT AT DESTINATION

*ITEM 500*

Upon arrival and placement of equipment for unloading at destination, consignee will be responsible for unloading equipment in a manner which does not damage equipment, and for releasing equipment in a condition suitable for reloading by another customer, which includes the removal of fumigant labels. In order for cars to be considered released, consignee must advise the agent of the delivering railroad by telephone or [Csolutions@kcsouthern.com](mailto:Csolutions@kcsouthern.com) or <https://www.kcsouthern.com> on such form mutually agreed upon by the delivering railroad and consignee that equipment is unloaded and available for release. Information provided by consignee must include identity or consignee, name of person furnishing data and car initial and number. Delivering rail carrier will maintain the record of such information and shall also note on said record the date and time of receipt and identity of the person receiving the information. Equipment will be considered released on the date and time advice is received from the consignee.

Consignee is responsible for, all expenses including but not limited to, unloading all rail equipment and removing all material, dunnage, debris and trash from the equipment. When KCS-owned, -leased or -controlled equipment, is released to railroads as empty, when in fact the cars contain material from the prior shipment, dunnage, debris or trash, or are in any condition other than empty, or fumigant labels are not removed, KCS will assess and consignee will pay a \$700.00 per car charge. Applicable demurrage, detention and storage charges shall continue to apply until equipment is released to delivering rail carrier in clean condition or upon completion of any action by the delivering rail carrier to remedy the consignee's failure.

If damage or shortage is noted at destination, KCS or contracted agent performing inspections at the destination shall be notified at once and given twenty-four (24) hours to inspect the vehicle under load. Evidence of unauthorized entry or damage should be noted on the inspection report before the vehicle is removed from KCS's premises. Failure of KCS to make an inspection of the vehicle and load shall not be considered a waiver of any defense to claims or suits.

WAIVER

*ITEM 510*

The failure of any party to enforce any provision of an agreement, making reference hereto, will not be construed as a waiver of the provision, nor does the failure preclude subsequent enforcement of the provision.

WASTE, HAZARDOUS - SPECIAL TERMS AND CONDITIONS [NC]

*ITEM 520*

**A. TRANSPORTING OF HAZARDOUS WASTE**

The shipper or party arranging transportation pursuant to this publication must comply with the "KCS Hazardous Waste Manifest USEPA Requirements for Rail Transportation" guidance document. This guidance document can be obtained by contacting the KCS's Customer Service Center at 800-468-6527. Shipments shipped pursuant to this publication must comply with the terms of this Rules Publication and the applicable regulatory requirements under 40 C.F.R. and 49 C.F.R.

**B. LOADING AND UNLOADING**

Shipper shall have the sole responsibility, at its sole expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading and unloading the commodity into or out of equipment to be transported pursuant to this publication. Shipper shall comply with the loading guidelines of the Association of American Railroads and applicable federal, state and local loading rules or other loading rules as modified to meet the needs of shipper subject to approval of Railroads' Risk Management Division as well as applicable federal, state and local requirements regarding the handling of the Commodity.



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WASTE, HAZARDOUS - SPECIAL TERMS AND CONDITIONS (continued)

ITEM 520

Shipper shall further be responsible for insuring that the load limits of any equipment used for transporting the commodity under agreements making reference to this publication are not exceeded. In the event it is discovered that equipment has been overloaded, KCS may set out such equipment at a location convenient to KCS and shall notify shipper by telephone, confirmed in writing, of the location of the overloaded equipment. KCS may then either (1) contact shipper in which event shipper shall have 24 hours to remove excess weight; or (2) move the overloaded equipment to a location suitable for removal of the excess weight that meets with all federal, state and local requirements. In any event, shipper shall be responsible for performing and bearing all costs for movement of the overloaded railcar and removal of excess weight. KCS will move the affected equipment to destination in such manner and time as is practicable after KCS receives notice from shipper that excess weight has been removed.

Shipper will be responsible to advise receiver when shipper is not the receiver for inspecting all KCS equipment after unloading the commodity therefrom. Shipper shall be responsible to advise receiver when shipper is not the receiver for cleaning and decontaminating equipment before its return to the KCS, as well as any adjacent or vicinity property at the origin loading location, destination unloading location, and/or any location enroute where such waste has been loaded and/or unloaded in accordance with applicable requirement of federal, state and local laws and regulations including, without limitation, DOT regulation 49 C.F.R. 174.57. Shipper or receiver shall have the right to arrange for such responsibilities to be carried out by third parties; PROVIDED, HOWEVER, that shipper shall remain obligated to KCS. Notwithstanding, the provisions of the following INDEMNIFICATION paragraph, shipper shall indemnify and hold harmless KCS or the actual owners of equipment used under agreements making reference to this publication from and against any and all liability for loss or damage (including but not limited to loss or damage to fees arising therefrom, or special and consequential damages) resulting from future use of equipment to the extent such loss, damage, personal injury or death resulted from shipper's failure or negligence in inspecting and/or decontaminating equipment prior to release to KCS.

**C. NONCONFORMING WASTE**

In the event commodity transported under agreements making reference to this publication is delivered to destination and shipper/receiver subsequently determines that such waste does not conform to the description of the waste on the applicable hazardous waste manifest or similar document accompanying such shipment, such waste shall be considered to be "Nonconforming Waste". Shipper shall be allowed to return "Nonconforming Waste" to origin at the same rate that was charged for the inbound movement. KCS will not store "Nonconforming Waste" on its property. In any event, shipper shall be solely responsible for paying any demurrage, detention, hold, storage or additional transportation charges related to the handling of the "Nonconforming Waste". Shipper shall furnish a revised manifest within twenty-four (24) hours, excluding Saturdays, Sundays and legal holidays. If by that time, shipper has not instructed KCS as to the destination and description of the "Nonconforming Waste", KCS shall be authorized to return the "Nonconforming Waste" to original origin at the same rate that was charged for the inbound movement. Any such return movements of "Nonconforming Waste" shall be deemed to be made at the sole discretion of shipper. Shipper shall be solely responsible for any additional transportation charges related to the handling of the "Nonconforming Waste" including, but not limited to, any costs incurred by KCS subsequent to the determination that the commodity is "Nonconforming Waste". The shipper is further responsible for the preparation of any further shipping papers required by federal, state or local regulations. In the event that any governmental agency or court prohibits KCS from delivering "Nonconforming Waste" to origin, then shipper shall be responsible for all costs (including attorneys' fees) incurred by the KCS due to such prohibition of delivery. Shipper shall indemnify KCS for all costs (including attorneys' fees) and hold the KCS harmless for any claims made against KCS by private parties or government agencies by virtue of the prohibition of delivery.

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WASTE, HAZARDOUS - SPECIAL TERMS AND CONDITIONS (continued)

ITEM 520

**D. INDEMNIFICATION**

Upon delivery to and acceptance of shipper (or an EPA-licensed cleanup/disposal site operator designated by shipper) of the commodity transported under agreements making reference to this publication, KCS shall be relieved from any further obligation with regard to its disposition. Shipper hereby agrees to indemnify and hold KCS harmless from and against any and all loss, damage (including special, punitive and consequential damages), suits, liability, fines and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including without limitation shipper's or KCS's property, and injuries to or death of persons, including without limitation shipper's or KCS's employees, caused by, resulting from, or growing out of the work performed by shipper or a licensed EPA cleanup/disposal operator designated by shipper under agreements making reference to this publication, including but not limited to, damages caused by sudden pollution and shall, at the option of KCS, defend KCS at shipper's sole expense in any litigation involving the same, provided, however, that such indemnification and hold harmless promises shall not apply to claims for loss, damage, injury or death caused by the sole negligence of KCS.

**E. JOINT LIABILITY**

Except as otherwise provided herein, to the extent the proximate cause of the loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property (including without limitation KCS's or shipper's property) or injury to or death of persons (including without limitation KCS's or shipper's employees), caused by, resulting from, or growing out of the transportation of Hazardous Waste under agreements making reference to this publication, cannot be determined, any amount claimed shall be apportioned equally between KCS and shipper. To the extent an act or omission of either party is not the sole cause but contributes to the above loss or damage, each party shall be liable for only that portion of the loss or damage caused by its negligence. KCS shall not be liable to shipper, and shipper shall indemnify and hold harmless KCS, for all loss (including without limitation attorney's fees and other costs of litigation), damage or injury due to (a) any defects in Private Equipment, (b) improper loading practices, failure to properly close, secure and tender loaded or empty Private Equipment, (c) failure by the shipper (or its agents or contractors) to comply with the representations, warranties and covenants made under agreements making reference to this publication and with the Rules applicable to shipper with respect to the movement of commodities contemplated by agreements making reference to this publication, or (d) the presence of any trace chemicals or contaminants in the commodity which are not described in the commodity's proper shipping name, as provided in Column 2 of 49 C.F.R. Section 172.101 of the U. S. Department of Transportation regulations.

**F. DOCUMENTATION OF WASTES**

Waste transported under agreements making reference to this publication shall be as described in the Transportation Service and Charges in each pricing document making reference hereto. Such Waste (Commodity) shall be accompanied by all required shipping documents and shall be properly marked, labeled and placarded as required by KCS's Hazardous Waste Manifest USEPA Requirements for Rail Transportation guidance document and all applicable federal, state and local laws and regulations. Such Waste shall also be accompanied by hazardous waste manifests as required by applicable federal, state and local laws and regulations. In particular, but without limiting the generality of the foregoing, the following federal hazardous waste manifest, record keeping and reporting requirements shall apply:

1. 40 C.F.R. Part 262 Subparts B and D, to be the obligation of shipper;
2. 40 C.F.R. Part 263 Subpart B, to be the obligation of KCS, as its interest may appear;
3. 40 C.F.R. Part 264 Subpart E or Part 265 Subpart E, as the case may be, to be the obligation of shipper;
4. 49 C.F.R. §172.205, to be the obligations of shipper, or KCS, as their respective interests may appear;
5. 49 C.F.R. Part 174, to be the obligations of shipper or KCS, as their respective interests may appear;
6. With regard to polychlorinated biphenyls (PCB's), 40 C.F.R. Part 761 Subparts C, J and K to be obligation of shipper or KCS as their respective interests may appear.

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WASTE, HAZARDOUS - SPECIAL TERMS AND CONDITIONS (continued)

ITEM 520

In addition to manifests and other documentation with each request for transportation services under agreements making reference to this publication, shipper shall, upon KCS' request, provide KCS with accurate and descriptive chemical and physical data on the character of the Waste to be transported prior to actual shipment.

**G. SELECTION OF FACILITIES AND SITES**

1. Shipper warrants that it has sole responsibility to select the disposal facilities to which shipments under agreements making reference to this publication are to be transported (hereinafter referred to as "Designated Facilities").
2. Shipper warrants that it has and will maintain in effect all applicable federal, state or local permits and licenses required to operate shipper's Designated Facilities and that when delivery is to a Designated Facility not owned or operated by shipper, shipper will warrant that it has selected such Designated Facility based on the fact that it has in effect all applicable federal, state or local permits and licenses required for operation.

**H. INCIDENTS AND CREDITS**

1. In the event of an incident during transportation by KCS's lines under agreements making reference to this publication involving a "hazardous waste discharge" (as that phrase is defined in 40 C. F. R. Section 260.10(a)(13)), or "release" of a "hazardous substance" in "reportable quantities" (as those terms are defined by CERCLA, any regulations promulgated pursuant thereto, and Section 311 of the Clean Water Act), KCS shall immediately notify shipper, and each party shall take immediate action as in required under 40 C. F. R. Part 263, Subpart C (S. 263.30 and 263.32), and 40 C. F. R. Parts 264 and 265, Subpart D (S. 264.56 and 265.56), and any other applicable federal or state laws, rules or regulations, including the notification of the proper federal and state authorities.
2. Regardless of where a "hazardous waste discharge" or a "release" occurs, both parties shall cooperate fully to the extent reasonably necessary to expeditiously and prudently abate or eliminate any hazard; PROVIDED HOWEVER, that nothing contained in this paragraph shall alter shipper's responsibilities and obligations nor KCS' responsibilities and obligations under agreements making reference to this publication.
3. In any such incident where the expenses of cleanup are the obligation of KCS under the terms of agreements making reference to this publication, shipper shall, upon request of KCS and to the extent it is authorized by law and regulation:
  - A. accept for disposal waste being disposed of by KCS as a result of the cleanup ("Railroads' Cleanup Waste"), subject to the parties' mutual agreement on the cost of disposal for additional Waste beyond the original waste; and
  - B. credit against KCS's disposal costs for KCS's Railroads' Cleanup Waste any monies already collectible by shipper from other parties for the original disposal of the Waste involved in the incident.
4. In any such incident where the expenses of cleanup are the obligation of shipper under the terms of agreements making reference to this publication, KCS shall, upon request of shipper and to the extent it is authorized by law and regulation:
  - A. transport waste being disposed of by shipper as a result of the cleanup ("Shipper's Cleanup Waste"); and
  - B. credit against shipper's transportation costs for Shipper's Cleanup Waste any monies already payable by shipper to KCS for the original transportation of the Waste involved in the incident.

KCS CONDITIONS OF CARRIAGE  
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WASTE, HAZARDOUS - SPECIAL TERMS AND CONDITIONS (continued)

ITEM 520

**I. SAVINGS CLAUSE**

If any one or more of the provisions contained in this publication shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this publication but this publication shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**J. INSURANCE PROVISIONS**

1. Shipper agrees to: keep in force comprehensive general liability (including contractual liability) insurance of not less than \$3 million combined single incident limit for bodily injury and property damage and to:

- A. include KCS and subsidiaries as 'additional insured';
- B. include a waiver of subrogation for the insurance to be primary insurance for KCS or its subsidiaries over any insurance maintained by KCS or its subsidiaries;
- C. provide KCS thirty (30) days written notice of cancellation or material change;
- D. include any deductive or retention of insurable risks in provider's account;
- E. furnish a certificate of insurance two (2) weeks prior to time of movement to: Kansas City Southern Railway, Attention: Insurance Dept, P. O. Box 219335, Kansas City, MO 64121-9335.

**K. IDENTIFICATION OF COMMODITIES**

The International Hazardous Material Classification System **HM 181**, as outlined in 49-Series C.F.R. Regulations became mandatory October 1, 1993, for all hazardous material/waste shipments. The following will be required on all shipping documents:

"Each shipper who offers for transportation...hazardous material/waste...shall provide the Railroads...any shipping paper that makes the disclosure established by the Secretary under paragraph 2 (shown below) for the Railroads to maintain on the vehicle to be used to provide such transportation".

KCS will not accept shipments that do not comply with **HM 181's** requirements as outlined in paragraph 2 of 49-Series C.F.R. Regulation and will require:

- (A) a description of the hazardous material/waste including proper shipping name(s)
- (B) the hazard class of the hazardous material/waste
- (C) the identification number (UN/NA) of the material
- (D) immediate first action emergency response information
- (E) telephone number for purpose of obtaining more specific handling

Shipper will be required to identify **ALL** hazardous waste materials being shipped under a hazardous waste manifest and **MUST** list them by proper commodity name on the bill of lading.

**L. OIL SPILL PREVENTION AND RESPONSE PLANS**

If commodity named in this contract is oil or any part of the commodity is oil, shipper must have full knowledge and comply fully with the provisions of 49 C.F.R. Part 130, Sections 1 through 33 (which became effective 10-1-93). Under no circumstances will KCS accept for transportation any type of oil as described in 49 C.F.R. Section 130.5, unless shipper has complied with the above and has furnished KCS with the necessary documents as required under 49 C.F.R. Section 130.11 paragraph (a). Shipper must comply as per instructions shown in Rule 2 of UFC 6000-series when notification is made to KCS that shipment contains oil.

KCS CONDITIONS OF CARRIAGE  
THE KANSAS CITY SOUTHERN RAILWAY COMPANY RULES PUBLICATION KCS 9011

WASTE, HAZARDOUS - SPECIAL TERMS AND CONDITIONS (continued)

ITEM 520

**M. INSPECTION AND CLEANING OF EQUIPMENT**

If equipment owned or leased by KCS is used by shipper or its designated agent to transport commodity named under agreements making reference to this publication, shipper shall assume and be responsible for cleaning and decontaminating the equipment to the satisfaction of KCS, before said equipment is returned to KCS. Shipper shall assume and be responsible for visually inspecting and removing any residual waste from the equipment and insuring that sludge, or other residue contaminants resulting from the cleaning of the rail cars shall be properly disposed of in full accordance with applicable requirements of federal, state and local laws and regulations. If shipper fails to decontaminate KCS's furnished equipment used to transport commodity under agreements making reference to this publication to the reasonable satisfaction of KCS, KCS will have the right to have said equipment cleaned and all charges for cleaning will be billed directly to shipper. If equipment owned or leased by KCS cannot be decontaminated or cleaned to the satisfaction of KCS and equipment cannot be returned to general service, shipper accepts full responsibility at KCS' option for disposal, repair or replacement value of said equipment.

TRANSACTION FEE-SHIPPER INSTRUCTIONS

ITEM 530

Bills of Lading (BOLs), equipment release, equipment ordering, equipment placement, waybill cancellation (as defined in KCS 9213-Series) and all other switching requests may be transmitted to KCS when KCS is the origin or destination carrier by the following methods:

- a. System to System Electronic Data Interchange (EDI);
- b. Logging into MyKCS located at <https://mykcs.kcsouthern.com/MyKCS/>;
- c. Email to KCS's Customer Solutions Center (CSC) at [Csolutions@kcsouthern.com](mailto:Csolutions@kcsouthern.com).

If a Bill of Lading (BOL), equipment release, equipment ordering, equipment placement, waybill cancellation and all other switching requests are provided to KCS through an email request, as shown in c. above, a fee of \$75.00 per transaction will be assessed. Charges assessed under this item will be assessed against the waybill party making the email request and payable in U.S. funds.

Exclusions To Transaction Fee:

Shipper(s) who advises KCS of a planned system outage forty eight (48) hours in advance of the outage will be exempt from charges for a period of up to twelve (12) hours starting from the beginning of the outage as notified by shipper. Shipper(s) must advise KCS of a planned outage by sending an email to [KCSOutage@KCSouthern.com](mailto:KCSOutage@KCSouthern.com).

If MyKCS located at <https://mykcs.kcsouthern.com/MyKCS/> is unavailable for thirty (30) consecutive minutes or more, charges will not be assessed to shipper(s) who normally uses this application but is forced to send a request via email or telephone during the time of the outage.

KCS CONDITIONS OF CARRIAGE  
 THE KANSAS CITY SOUTHERN RAILWAY COMPANY RULES PUBLICATION KCS 9011

SERVICE CODES AND DEFINITIONS FOR TOFC AND COFC

*ITEM 600*

- 20 Rail carrier handles freight from the door at origin (consignor loads), to door at destination (consignee unloads), in railroad-owned or -controlled trailers/containers, or demountable bodies, on railroad-owned flat cars.
- 22 Rail carrier handles freight from the door at origin (consignor loads), to carrier's TOFC/COFC terminal at destination, in railroad-owned or -controlled trailers/containers, or demountable bodies, on railroad-owned flat cars.
- 25 Rail carrier handles freight from carrier's TOFC/COFC Terminal at origin to carrier's TOFC/COFC terminal at destination in railroad-owned or -controlled trailers/containers, or demountable bodies, on flat cars.
- 27 Rail carrier handles freight from carrier's TOFC/COFC terminal to door at destination (consignee unloads), in railroad-owned or -controlled trailers/containers, or demountable bodies on railroad-owned flat cars.
- 60 Rail carrier handles freight from the door at origin (consignor loads), to door at destination (consignee unloads), in shipper's own trailers, on railroad-owned flat cars.
- 62 Rail carrier handles freight from the door at origin (consignor loads), to carrier's TOFC/COFC terminal at destination, in shipper's own trailers, on railroad-owned flat cars.
- 65 Rail carrier handles freight from carrier's TOFC/COFC Terminal at origin to carrier's TOFC/COFC terminal at destination, in shipper's own trailers, on railroad-owned flat cars.
- 67 Rail carrier handles freight from carrier/s TOFC/COFC terminal to door at destination (consignee unloads), in shipper's own trailers, on railroad-owned flat cars.
- 80 Rail carrier handles import/export freight from the door at origin (consignor loads), to door at destination (consignee unloads), in shipper's own containers, on railroad-owned flat cars.
- 82 Rail carrier handles import/export freight from the door at origin (consignor loads), to carrier's TOFC/COFC terminal at destination, in shipper's own containers, on railroad-owned flat cars.
- 85 Rail carrier handles import/export freight from carrier's TOFC/COFC Terminal at origin to carrier's TOFC/COFC terminal at destination, in shipper's own containers, on railroad-owned flat cars.
- 87 Rail carrier handles import/export freight from carrier's TOFC/COFC terminal to door at destination (consignee unloads), in shipper's own containers, on railroad-owned flat cars.
- 40 Rail carrier handles domestic freight from the door at origin (consignor loads), to door at destination (consignee unloads), in shipper's own containers, on railroad-owned flat cars.
- 42 Rail carrier handles domestic freight from the door at origin (consignor loads), to carrier's TOFC/COFC terminal at destination, in shipper's own containers, on railroad-owned flat cars.
- 45 Rail carrier handles domestic freight from carrier's TOFC/COFC Terminal at origin to carrier's TOFC/COFC terminal at destination, in shipper's own containers, on railroad-owned flat cars.
- 47 Rail carrier handles domestic freight from carrier's TOFC/COFC terminal to door at destination (consignee unloads), in shipper's own containers, on railroad-owned flat cars.

KCS CONDITIONS OF CARRIAGE  
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ORIGINATION BILLING

ITEM 620

Should a customer or a representative on behalf of customer generate origination billing data that fails to match the shipment conditions, resulting in rework by KCS, customer or the representative acting on behalf of customer will be charged \$100.00 per car. Should the origination billing data error be repeated on subsequent shipments, customer or the representative acting on behalf of customer will be charged \$225.00 per car for each car which has origination billing data that fails to match the shipments conditions.

U. S. CUSTOMS INSPECTIONS

ITEM 630

Cars inspected by U.S. Customs which require KCS to hold car(s) on KCS at Laredo, TX until proper release order(s) has been given from U.S. Customs or U.S. Government to KCS will be subject to the terms and fees in KCS 8100-E Item 750.

Additional fees will be assessed on services performed by KCS due to U.S. Customs or U.S. Government.

The charges noted in this item will be billed by KCS to the party responsible for payment of the freight charges, and are in addition to applicable line-haul charges, switching, demurrage, storage, diversion and reconsignment charges as provided in KCS's applicable tariffs.

EQUIPMENT TRACING FEE

ITEM 650

Equipment tracing can be accomplished by any party to the waybill or an authorized third party, by the following methods:

- a. Logging into MyKCS, located at <https://mykcs.kcsouthern.com/MyKCS/>;
- b. call to KCS's Customer Service Center (CSC) at telephone #(800) 468-6527\*;
- c. email at [Csolutions@kcsouthern.com](mailto:Csolutions@kcsouthern.com)\*.

Prior to KCS providing information to an authorized third party, the party making the request must submit an approved letter of authorization to KCS at:

Kansas City Southern Railway Company  
Business Solutions  
Email: [email at Csolutions@kcsouthern.com](mailto:Csolutions@kcsouthern.com)

If a tracing request is received by KCS other than through MyKCS located at <https://mykcs.kcsouthern.com/MyKCS/>, as shown above in (a.), a \$50.00 transaction fee will be assessed under this item for each car that is traced. Charges assessed under this Item will be assessed to the authorized third party placing the call and is payable in U.S. funds.

\* Denotes \$50.00 charge per car

RULE 11 PAYOR OF FREIGHT

ITEM 660

In the event the legal entity listed on the waybill, that is responsible for the payment of line haul freight charges on a Rule 11 shipment, refuses payment of the invoice received from KCS, KCS will forward the invoice, for payment, to the shipper shown on the waybill. The shipper shown on the waybill will be responsible for the amount of the unpaid invoice, the applicable finance charge and will be assessed an erroneous waybill fee of \$500.00 per car.

KCS CONDITIONS OF CARRIAGE  
THE KANSAS CITY SOUTHERN RAILWAY COMPANY RULES PUBLICATION KCS 9011

WEIGHT LIMITATIONS AND GENERAL DIMENSION

*ITEM 680*

KCS's Transportation Department must be contacted with a written request to obtain advance authorization for shipments which would not conform to weight limitations and dimensions listed below. Requests can be submitted via email at [Csolutions@kcsouthern.com](mailto:Csolutions@kcsouthern.com), while any questions can be directed via voice at (800) 468-6527.

1. Shipments moving on KCS are subject to the following car loading limitations:
  - A. Gross weight of a shipment (railcar plus lading) in a 4-axle railcar varies when on KCS' line. The gross weight on rail (GWOR) limitation for KCS can be found on KCS' Website ([www.kcsouthern.com](http://www.kcsouthern.com)).
  - B. Lading weight must not exceed the stenciled load limit of the railcar.
  - C. Cars or lading must not exceed maximum height of 20 feet 02 inches above tracks.
  - D. Cars or lading must not exceed maximum width of 10 feet 08 inches.
  
2. Railcars not in conformance with KCS's weight limitations or dimension, which are tendered for shipment without having received prior clearance, may be subject to additional charges for overweight or improperly loaded railcars.
  
3. All open shipments loaded on flat cars must be inspected and approved by a KCS mechanical inspector prior to shipment.



## KCS 9011-G Exhibit A

UN/NA	PSN
NA0124	JET PERFORATING GUNS, CHARGED OIL WELL, WITH DETONATOR
NA0124	JET PERFORATING GUNS, CHARGED
NA1556	JET PERFORATING GUNS, CHARGED
NA1955	METHYLDICHLOROARSINE
NA1967	ORGANIC PHOSPHATE, MIXED WITH COMPRESSED GAS
NA2742	PARATHION AND COMPRESSED GAS MIXTURE
NA2742	SEC-BUTYL CHLOROFORMATE
NA2845	ISOBUTYL CHLOROFORMATE
NA2845	METHYL PHOSPHONOUS DICHLORIDE
NA2927	ETHYL PHOSPHONOUS DICHLORIDE, ANHYDROUS
NA2927	ETHYL PHOSPHORODICHLORIDATE
NA9035	ETHYL PHOSPHONOTHIOIC DICHLORIDE, ANHYDROUS
NA9202	GAS IDENTIFICATION SET
NA9206	CARBON MONOXIDE, REFRIGERATED LIQUID
NA9263	CHLOROPIVALOYL CHLORIDE
NA9264	3,5-DICHLORO-2,4,6- TRIFLUOROPYRIDINE
NA9269	TRIMETHOXY SILANE
UN0004	AMMONIUM PICRATE
UN0005	CARTRIDGES FOR WEAPONS
UN0006	CARTRIDGES FOR WEAPONS
UN0007	CARTRIDGES FOR WEAPONS
UN0009	AMMUNITION, INCENDIARY
UN0015	AMMUNITION, SMOKE
UN0018	AMMUNITION, TEAR-PRODUCING
UN0020	AMMUNITION, TOXIC
UN0027	BLACK POWDER
UN0028	BLACK POWDER, COMPRESSED
UN0029	DETONATORS, NON-ELECTRIC
UN0030	DETONATORS, ELECTRIC
UN0033	BOMBS
UN0034	BOMBS
UN0035	BOMBS
UN0037	BOMBS, PHOTO-FLASH
UN0038	BOMBS, PHOTO-FLASH
UN0039	BOMBS, PHOTO-FLASH
UN0042	BOOSTERS
UN0043	BURSTERS
UN0048	CHARGES, DEMOLITION
UN0049	CARTRIDGES, FLASH
UN0056	CHARGES, DEPTH
UN0059	CHARGES, SHAPED
UN0060	CHARGES, SUPPLEMENTARY EXPLOSIVE
UN0065	CORD, DETONATING
UN0072	CYCLOTRIMETHYLENE- TRINITRAMINE, WETTED
UN0073	DETONATORS FOR AMMUNITION
UN0074	DIAZODINITROPHENOL, WETTED
UN0075	DIETHYLENEGLYCOL DINITRATE, DESENSITIZED
UN0076	DINITROPHENOL
UN0078	DINITRORESORCINOL

UN0079	HEXANITRODIPHENYLAMINE
UN0081	EXPLOSIVE, BLASTING, TYPE A
UN0082	EXPLOSIVE, BLASTING, TYPE B
UN0083	EXPLOSIVE, BLASTING, TYPE C
UN0084	EXPLOSIVE, BLASTING, TYPE D
UN0094	FLASH POWDER
UN0099	FRACTURING DEVICES, EXPLOSIVE
UN0102	CORD, DETONATING
UN0106	FUSES, DETONATING
UN0107	FUSES, DETONATING
UN0113	GUANYLNITROSAMINO GUANYLIDENEHYDRAZINE, WETTED
UN0114	GUANYL NITROSAMINO GUANYL- TETRAZENE, WETTED
UN0118	HEXOLITE
UN0121	IGNITERS
UN0124	JET PERFORATING GUNS, CHARGED
UN0129	LEAD AZIDE, WETTED
UN0130	LEAD STYPHNATE, WETTED
UN0133	MANNITOL HEXANITRATE, WETTED
UN0135	MERCURY FULMINATE, WETTED
UN0136	MINES
UN0137	MINES
UN0138	MINES
UN0143	NITROGLYCERIN, DESENSITIZED
UN0144	NITROGLYCERIN SOLUTION IN ALCOHOL
UN0146	NITROSTARCH
UN0147	NITRO UREA
UN0150	PENTAERYTHRITE TETRANITRATE, WETTED
UN0151	PENTOLITE
UN0153	TRINITROANILINE
UN0154	TRINITROPHENOL
UN0155	TRINITROCHLOROBENZENE
UN0160	POWDER, SMOKELESS
UN0167	PROJECTILES
UN0168	PROJECTILES
UN0169	PROJECTILES
UN0171	AMMUNITION, ILLUMINATING
UN0180	ROCKETS
UN0181	ROCKETS
UN0182	ROCKETS
UN0192	SIGNALS, RAILWAY TRACK, EXPLOSIVE
UN0194	SIGNALS, DISTRESS
UN0196	SIGNALS, SMOKE
UN0204	SOUNDING DEVICES, EXPLOSIVE
UN0207	TETRANITROANILINE
UN0208	TRINITROPHENYLMETHYL- NITRAMINE
UN0209	TRINITROTOLUENE
UN0213	TRINITROANISOLE
UN0214	TRINITROBENZENE
UN0215	TRINITROBENZOIC ACID
UN0216	TRINITRO-M-CRESOL
UN0217	TRINITRONAPHTHALENE
UN0218	TRINITROPHENETOLE
UN0219	TRINITRORESORCINOL
UN0220	UREA NITRATE

UN0221	WARHEADS,TORPEDO
UN0222	AMMONIUM NITRATE
UN0224	BARIUM AZIDE
UN0225	BOOSTERS WITH DETONATOR
UN0226	CYCLOTETRAMETHYLENE- TETRANITRAMINE, WETTED
UN0238	ROCKETS, LINE THROWING
UN0241	EXPLOSIVE, BLASTING, TYPE E
UN0243	AMMUNITION, INCENDIARY, WHITE PHOSPHORUS
UN0245	AMMUNITION, SMOKE, WHITE PHOSPHORUS
UN0248	CONTRIVANCES, WATER-ACTIVATED
UN0266	OCTOLITE
UN0268	BOOSTERS WITH DETONATOR
UN0271	CHARGES, PROPELLING
UN0279	CHARGES, PROPELLING, FOR CANNON
UN0280	ROCKET MOTORS
UN0281	ROCKET MOTORS
UN0282	NITROGUANIDINE
UN0283	BOOSTERS
UN0284	GRENADES
UN0285	GRENADES
UN0286	WARHEADS, ROCKET
UN0287	WARHEADS, ROCKET
UN0288	CHARGES, SHAPED, FLEXIBLE, LINEAR
UN0290	CORD, DETONATING
UN0291	BOMBS
UN0292	GRENADES
UN0293	GRENADES
UN0294	MINES
UN0295	ROCKETS
UN0296	SOUNDING DEVICES, EXPLOSIVE
UN0313	SIGNALS, SMOKE
UN0314	IGNITERS
UN0321	CARTRIDGES FOR WEAPONS
UN0322	ROCKET MOTORS WITH HYPERGOLIC LIQUIDS
UN0324	PROJECTILES
UN0326	CARTRIDGES FOR WEAPONS, BLANK
UN0328	CARTRIDGES FOR WEAPONS, INERT PROJECTILE
UN0329	TORPEDOES
UN0330	TORPEDOES
UN0333	FIREWORKS
UN0334	FIREWORKS
UN0340	NITROCELLULOSE
UN0341	NITROCELLULOSE
UN0346	PROJECTILES
UN0354	ARTICLES, EXPLOSIVE, N.O.S.
UN0355	ARTICLES, EXPLOSIVE, N.O.S.
UN0357	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0358	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0360	DETONATOR ASSEMBLIES, NON-ELECTRIC
UN0364	DETONATORS FOR AMMUNITION
UN0369	WARHEADS, ROCKET
UN0372	GRENADES, PRACTICE
UN0374	SOUNDING DEVICES, EXPLOSIVE
UN0375	SOUNDING DEVICES, EXPLOSIVE

UN0377	PRIMERS, CAP TYPE
UN0380	ARTICLES, PYROPHORIC
UN0381	CARTRIDGES, POWER DEVICE
UN0382	COMPONENTS, EXPLOSIVE TRAIN, N.O.S.
UN0385	5-NITROBENZOTRIAZOL
UN0386	TRINITROBENZENESULFONIC ACID
UN0387	TRINITROFLUORENONE
UN0388	TRINITROTOLUENE AND TRINITROBENZENE MIXTURES
UN0389	TRINITROTOLUENE MIXTURES CONTAINING TRINITROBENZENE AND HEXANITROSTILBENE
UN0390	TRITONAL
UN0391	RDX AND CYCLOTETRA- METHYLENETETRA- NITRAMINE, MIXTURES, WETTED
UN0391	RDX AND HMX MIXTURES, WETTED
UN0391	HEXOGEN AND CYCLO- TETRAMETHYLENETETRA- NITRAMINE, MIXTURES, DESENSITIZED
UN0392	HEXANITROSTILBENE
UN0393	HEXOTONAL
UN0394	TRINITRORESORCINOL, WETTED
UN0395	ROCKET MOTORS, LIQUID FUELED
UN0397	ROCKETS, LIQUID FUELED
UN0398	ROCKETS, LIQUID FUELED
UN0399	BOMBS WITH FLAMMABLE LIQUID
UN0400	BOMBS WITH FLAMMABLE LIQUID
UN0401	DIPICRYL SULFIDE
UN0402	AMMONIUM PERCHLORATE
UN0408	FUZES, DETONATING
UN0409	FUZES, DETONATING
UN0411	PENTAERYTHRITE TETRANITRATE
UN0413	CARTRIDGES FOR WEAPONS, BLANK
UN0414	CHARGES, PROPELLING, FOR CANNON
UN0415	CHARGES, PROPELLING
UN0418	FLARES, SURFACE
UN0419	FLARES, SURFACE
UN0420	FLARES, AERIAL
UN0421	FLARES, AERIAL
UN0426	PROJECTILES
UN0428	ARTICLES, PYROTECHNIC
UN0429	ARTICLES, PYROTECHNIC
UN0433	POWDER CAKE, WETTED
UN0434	PROJECTILES
UN0436	ROCKETS
UN0439	CHARGES, SHAPED
UN0442	CHARGES, EXPLOSIVE, COMMERCIAL
UN0443	CHARGES, EXPLOSIVE, COMMERCIAL
UN0449	TORPEDOES, LIQUID FUELED
UN0451	TORPEDOES
UN0457	CHARGES, BURSTING, PLASTICS BONDED
UN0458	CHARGES, BURSTING, PLASTICS BONDED
UN0461	COMPONENTS, EXPLOSIVE TRAIN, N.O.S.
UN0462	ARTICLES, EXPLOSIVE, N.O.S.
UN0463	ARTICLES, EXPLOSIVE, N.O.S.
UN0464	ARTICLES, EXPLOSIVE, N.O.S.

UN0465	ARTICLES, EXPLOSIVE, N.O.S.
UN0466	ARTICLES, EXPLOSIVE, N.O.S
UN0467	ARTICLES, EXPLOSIVE, N.O.S
UN0468	ARTICLES, EXPLOSIVE, N.O.S
UN0469	ARTICLES, EXPLOSIVE, N.O.S
UN0473	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0474	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0475	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0476	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0483	CYCLOTRIMETHYLENE-TRINITRAMINE, DESENSITIZED
UN0484	CYCLOTETRAMETHYLENE-TETRANITRAMINE, DESENSITIZED
UN0489	DINITROGLYCOLURIL
UN0490	NITROTRIAZOLONE
UN0496	OCTONAL
UN0497	PROPELLANT, LIQUID
UN0498	PROPELLANT, SOLID
UN0502	ROCKETS
UN0504	1H-TETRAZOLE
UN1005	AMMONIA, ANHYDROUS
UN1008	BORON TRIFLUORIDE
UN1016	CARBON MONOXIDE, COMPRESSED
UN1017	CHLORINE
UN1023	COAL GAS, COMPRESSED
UN1026	CYANOGEN
UN1040	ETHYLENE OXIDE
UN1045	FLUORINE, COMPRESSED
UN1048	HYDROGEN BROMIDE, ANHYDROUS
UN1050	HYDROGEN CHLORIDE, ANHYDROUS
UN1051	HYDROGEN CYANIDE, STABILIZED
UN1052	HYDROGEN FLUORIDE, ANHYDROUS
UN1053	HYDROGEN SULFIDE
UN1062	METHYL BROMIDE
UN1064	METHYL MERCAPTAN
UN1067	DINITROGEN TETROXIDE
UN1069	NITROSYL CHLORIDE
UN1071	OIL GAS, COMPRESSED
UN1076	PHOSGENE
UN1079	SULFUR DIOXIDE
UN1082	TRIFLUOROCHLOROETHYLENE, STABILIZED
UN1092	ACROLEIN, STABILIZED
UN1098	WASTE ALLYL ALCOHOL
UN1098	ALLYL ALCOHOL
UN1135	ETHYLENE CHLOROXYDRIN
UN1143	CROTONALDEHYDE
UN1163	DIMETHYLHYDRAZINE, UNSYMMETRICAL
UN1182	ETHYL CHLOROFORMATE
UN1185	ETHYLENEIMINE, STABILIZED
UN1238	METHYL CHLOROFORMATE
UN1239	METHYL CHLOROMETHYL ETHER
UN1244	METHYLHYDRAZINE
UN1251	METHYL VINYL KETONE, STABILIZED
UN1259	NICKEL CARBONYL

UN1380	PENTABORANE
UN1510	TETRANITROMETHANE
UN1541	ACETONE CYANOHYDRIN, STABILIZED
UN1560	ARSENIC TRICHLORIDE
UN1569	BROMOACETONE
UN1580	CHLOROPICRIN
UN1581	CHLOROPICRIN AND METHYL BROMIDE MIXTURES
UN1582	CHLOROPICRIN AND METHYL CHLORIDE MIXTURES
UN1589	CYANOGEN CHLORIDE, STABILIZED
UN1595	DIMETHYL SULFATE
UN1605	ETHYLENE DIBROMIDE
UN1612	HEXAETHYL TETRAPHOSPHATE AND COMPRESSED GAS
UN1613	HYDROCYANIC ACID, AQUEOUS SOLUTIONS
UN1647	METHYL BROMIDE AND ETHYLENE DIBROMIDE MIXTURES, LIQUID
UN1660	NITRIC OXIDE, COMPRESSED
UN1670	PERCHLOROMETHYLMERCAPTAN
UN1672	PHENYL CARBYLAMINE CHLORIDE
UN1695	CHLOROACETONE, STABILIZED
UN1722	ALLYL CHLOROFORMATE
UN1741	BORON TRICHLORIDE
UN1744	BROMINE
UN1745	BROMINE PENTAFLUORIDE
UN1746	BROMINE TRIFLUORIDE
UN1749	CHLORINE TRIFLUORIDE
UN1752	CHLOROACETYL CHLORIDE
UN1754	CHLOROSULFONIC ACID
UN1809	PHOSPHORUS TRICHLORIDE
UN1810	PHOSPHORUS OXYCHLORIDE
UN1829	SULFUR TRIOXIDE, STABILIZED
UN1831	WASTE SULFURIC ACID, FUMING
UN1831	SULFURIC ACID, FUMING
UN1834	SULFURYL CHLORIDE
UN1838	TITANIUM TETRACHLORIDE
UN1859	SILICON TETRAFLUORIDE
UN1892	ETHYLDICHLOROARSINE
UN1911	DIBORANE
UN1953	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.
UN1955	COMPRESSED GAS, TOXIC, N.O.S.
UN1967	INSECTICIDE GASES, TOXIC, N.O.S.
UN1975	NITRIC OXIDE AND DINITROGEN TETROXIDE MIXTURES
UN1994	IRON PENTACARBONYL
UN2032	NITRIC ACID, RED FUMING
UN2186	HYDROGEN CHLORIDE, REFRIGERATED LIQUID
UN2188	ARSINE
UN2189	DICHLOROSILANE
UN2190	OXYGEN DIFLUORIDE, COMPRESSED
UN2191	SULFURYL FLUORIDE
UN2192	GERMANE
UN2194	SELENIUM HEXAFLUORIDE
UN2195	TELLURIUM HEXAFLUORIDE
UN2196	TUNGSTEN HEXAFLUORIDE
UN2197	HYDROGEN IODIDE, ANHYDROUS

UN2198	PHOSPHORUS PENTAFLUORIDE
UN2199	PHOSPHINE
UN2202	HYDROGEN SELENIDE ANHYDROUS
UN2204	CARBONYL SULFIDE
UN2232	2-CHLOROETHANAL
UN2334	ALLYLAMINE
UN2337	PHENYLMERCAPTAN
UN2382	DIMETHYLHYDRAZINE, SYMETRICAL
UN2407	ISOPROPYL CHLOROFORMATE
UN2417	CARBONYL FLUORIDE
UN2418	SULFUR TETRAFLUORIDE
UN2420	HEXAFLUROACETONE
UN2421	NITROGEN TRIOXIDE
UN2438	TRIMETHYLACETYL CHLORIDE
UN2442	TRICHLOROACETYL CHLORIDE
UN2474	THIOPHOSGENE
UN2477	METHYL ISOTHIOCYANATE
UN2480	METHYL ISOCYANATE
UN2481	ETHYL ISOCYANATE
UN2482	N-PROPYL ISOCYANATE
UN2483	ISOPROPYL ISOCYANATE
UN2484	TERT-BUTYL ISOCYANATE
UN2485	N-BUTYL ISOCYANATE
UN2486	ISOBUTYL ISOCYANATE
UN2487	PHENYL ISOCYANATE
UN2488	CYCLOHEXYL ISOCYANATE
UN2521	DIKETENE, STABILIZED
UN2534	METHYLCHLOROSILANE
UN2548	CHLORINE PENTAFLUORID
UN2605	METHOXYMETHYL ISOCYANATE
UN2606	METHYL ORTHOSILICATE
UN2644	METHYL IODIDE
UN2646	WASTE HEXACHLOROCYCLO- PENTADIENE
UN2646	HEXACHLOROCYCLOPENTADIENE
UN2668	CHLOROACETONITRILE
UN2676	STIBINE
UN2692	BORON TRIBROMIDE
UN2740	N-PROPYL CHLOROFORMATE
UN2743	N-BUTYL CHLOROFORMATE
UN2826	ETHYL CHLOROTHIOFORMATE
UN2901	BROMINE CHLORIDE
UN2908	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-EMPTY PACKAGING
UN2909	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-ARTICLES MANUFACTURED
UN2910	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-LIMITED QUANTITY OF MATERIAL
UN2911	INSTRUMENTS
UN2912	RADIOACTIVE MATERIAL, LOW SPECIFIC ACTIVITY (LSA-I)
UN2913	RADIOACTIVE MATERIAL, SURFACE CONTAMINATED OBJECTS (SCO-I)
UN3023	2-METHYL-2-HEPTANETHIOL
UN3057	TRIFLUOROACETYL CHLORIDE

UN3079	METHACRYLONITRILE, STABILIZED
UN3083	PERCHLORYL FLUORIDE
UN3160	LIQUIFIED GAS, TOXIC, FLAMMABLE, N.O.S.
UN3162	LIQUIFIED GAS, TOXIC, N.O.S.
UN3168	GAS SAMPLE, NON-PRESSURIZED, TOXIC, FLAMMABLE,
UN3169	GAS SAMPLE, NON-PRESSURIZED, TOXIC, N.O.S.
UN3246	METHANESULFONYL CHLORIDE
UN3294	HYDROGEN CYANIDE, SOLUTION IN ALCOHOL
UN3300	ETHYLENE OXIDE AND CARBON DIOXIDE MIXTURE
UN3303	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S
UN3304	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.
UN3304	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.
UN3305	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
UN3306	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
UN3307	LIQUIFIED GAS, TOXIC, OXIDIZING, N.O.S.
UN3308	LIQUIFIED GAS, TOXIC, CORROSIVE, N.O.S.
UN3309	LIQUIFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
UN3310	LIQUIFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
UN3318	AMMONIA SOLUTIONS
UN3355	INSECTICIDE GASES, TOXIC FLAMMABLE, N.O.S.
UN3381	TOXIC BY INHALATION LIQUID, N.O.S.
UN3382	TOXIC BY INHALATION LIQUID, N.O.S.
UN3383	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.
UN3384	WASTE, TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.
UN3384	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.
UN3384	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S. (HYDROGEN SULFIDE, 1,3 BUTADIENE)
UN3385	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.
UN3386	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.
UN3387	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.
UN3388	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.
UN3389	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.
UN3390	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.
UN3390	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S. (SULFUR DICHLORIDE)
UN3390	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S. (SULFUR MONOCHLORIDE)
UN3488	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.
UN3489	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.
UN3490	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.
UN3491	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.
UN3492	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.



UN3493

TOXIC BY INHALATION LIQUID, CORROSIVE,  
FLAMMABLE, N.O.S.

## KCS 9011-G, Exhibit B

## TIH/PIH Product Codes

The list of TIH/PIH commodities in Table B below is for reference only. It includes commodities identified in Item 475 of this Tariff but is not inclusive of all TIH/PIH commodities.

Table B: List of TIH/PIH commodities				
UN/NA number	Proper shipping name	Class	Packing group	Hazardous materials response code
UN1005	AMMONIA, ANHYDROUS	2.2		4904210
UN1005	AMMONIA, ANHYDROUS	2.2		4904879
UN1005	AMMONIA, ANHYDROUS	2.3(8)		4920359
UN1008	BORON TRIFLUORIDE	2.3(8)		4920522
UN1016	CARBON MONOXIDE, COMPRESSED	2.3(2.1)		4920399
UN1017	CHLORINE	2.3(5.1)(8)		4920523
UN1023	COAL GAS, COMPRESSED	2.3(2.1)		4920527
UN1026	CYANOGEN	2.3(2.1)		4920395
UN1040	ETHYLENE OXIDE	2.3(2.1)		4920353
UN1045	FLUORINE, COMPRESSED	2.3(5.1)(8)		4920180
UN1048	HYDROGEN BROMIDE, ANHYDROUS	2.3(8)		4920502
UN1050	HYDROGEN CHLORIDE, ANHYDROUS	2.3(8)		4920503
UN1051	HYDROGEN CYANIDE, STABILIZED	6.1(3)	I	4927014
UN1052	HYDROGEN FLUORIDE, ANHYDROUS	8(6.1)	I	4930024
UN1053	HYDROGEN SULFIDE	2.3(2.1)		4920513
UN1062	METHYL BROMIDE	2.3		4920518
UN1064	METHYL MERCAPTAN	2.3(2.1)		4920355
UN1067	DINITROGEN TETROXIDE	2.3(5.1)(8)		4920174
UN1069	NITROSYL CHLORIDE	2.3(8)		4920509
UN1071	OIL GAS, COMPRESSED	2.3(2.1)		4920344
UN1076	PHOSGENE	2.3(8)		4920184
UN1079	SULFUR DIOXIDE	2.3(8)		4920508
UN1082	TRIFLUOROCHLOROETHYLENE, STABILIZED	2.3(2.1)		4920346
UN1092	ACROLEIN, STABILIZED	6.1(3)	I	4927007
UN1098	WASTE ALLYL ALCOHOL	6.1(3)	I	4821019
UN1098	ALLYL ALCOHOL	6.1(3)	I	4921019
UN1135	ETHYLENE CHLOROHYDRIN	6.1(3)	I	4921420
UN1143	CROTONALDEHYDE	6.1(3)	I	4921248
UN1163	DIMETHYLHYDRAZINE, UNSYMMETRICAL	6.1(3)(8)	I	4921202
UN1182	ETHYL CHLOROFORMATE	6.1(3)(8)	I	4921020
UN1185	ETHYLENEIMINE, STABILIZED	6.1(3)	I	4927006
UN1238	METHYL CHLOROFORMATE	6.1(3)(8)	I	4927008
UN1239	METHYL CHLOROMETHYL ETHER	6.1(3)	I	4927012
UN1244	METHYLHYDRAZINE	6.1(3)(8)	I	4927011
UN1251	METHYL VINYL KETONE, STABILIZED	6.1(3)(8)	I	4927022
UN1259	NICKEL CARBONYL	6.1(3)	I	4927010
UN1380	PENTABORANE	4.2(6.1)	I	4916138

**Table B: List of TIH/PIH commodities**

<b>UN/NA number</b>	<b>Proper shipping name</b>	<b>Class</b>	<b>Packing group</b>	<b>Hazardous materials response code</b>
UN1510	TETRANITROMETHANE	6.1(5.1)	I	4921463
UN1541	ACETONE CYANOHYDRIN, STABILIZED	6.1	I	4921401
UN1560	ARSENIC TRICHLORIDE	6.1	I	4923209
UN1569	BROMOACETONE	6.1(3)	II	4921727
UN1580	CHLOROPICRIN	6.1	I	4921414
UN1581	CHLOROPICRIN AND METHYL BROMIDE MIXTURES	2.3		4920516
UN1581	CHLOROPICRIN AND METHYL BROMIDE MIXTURES	2.3		4920547
UN1582	CHLOROPICRIN AND METHYL CHLORIDE MIXTURES	2.3		4920392
UN1589	CYANOGEN CHLORIDE, STABILIZED	2.3(8)		4920178
UN1595	DIMETHYL SULFATE	6.1(8)	I	4921405
UN1605	ETHYLENE DIBROMIDE	6.1	I	4921497
UN1612	HEXAETHYL TETRAPHOSPHATE AND COMPRESSED GAS MIXTURES	2.3		4920515
UN1613	HYDROCYANIC ACID, AQUEOUS SOLUTIONS	6.1	I	4921028
UN1647	METHYL BROMIDE AND ETHYLENE DIBROMIDE MIXTURES, LIQUID	6.1	I	4921438
UN1660	NITRIC OXIDE, COMPRESSED	2.3(5.1)(8)		4920112
UN1670	PERCHLOROMETHYLMERCAPTAN	6.1	I	4921473
UN1672	PHENYLCARBYLAMINE CHLORIDE	6.1	I	4921587
UN1695	CHLOROACETONE, STABILIZED	6.1(3)(8)	I	4921558
UN1722	ALLYL CHLOROFORMATE	6.1(3)(8)	I	4923113
UN1741	BORON TRICHLORIDE	2.3(8)		4920349
UN1744	BROMINE	8(6.1)	I	4936110
UN1745	BROMINE PENTAFLUORIDE	5.1(6.1)(8)	I	4918505
UN1746	BROMINE TRIFLUORIDE	5.1(6.1)(8)	I	4918507
UN1749	CHLORINE TRIFLUORIDE	2.3(5.1)(8)		4920352
UN1752	CHLOROACETYL CHLORIDE	6.1(8)	I	4923117
UN1754	CHLOROSULFONIC ACID	8(6.1)	I	4930204
UN1809	PHOSPHORUS TRICHLORIDE	6.1(8)	I	4921016
UN1810	PHOSPHORUS OXYCHLORIDE	6.1(8)	I	4921437
UN1829	SULFUR TRIOXIDE, STABILIZED	8(6.1)	I	4930050
UN1831	WASTE SULFURIC ACID, FUMING	8(6.1)	I	4830030
UN1831	SULFURIC ACID, FUMING	8(6.1)	I	4930030
UN1834	SULFURYL CHLORIDE	6.1(8)	I	4927039
UN1838	TITANIUM TETRACHLORIDE	6.1(8)	I	4921462
UN1859	SILICON TETRAFLUORIDE	2.3(8)		4920357
UN1892	ETHYLDICHLOROARSINE	6.1	I	4921404
UN1911	DIBORANE	2.3(2.1)		4920107
UN1953	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.	2.3(2.1)		4920165
UN1953	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.	2.3(2.1)		4920378
UN1953	COMPRESSED GAS, TOXIC FLAMMABLE, N.O.S.	2.3(2.1)		4920379
UN1953	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.	2.3(2.1)		4920396
UN1955	COMPRESSED GAS, TOXIC, N.O.S.	2.3		4920181
UN1955	COMPRESSED GAS, TOXIC, N.O.S.	2.3		4920373

**Table B: List of TIH/PIH commodities**

<b>UN/NA number</b>	<b>Proper shipping name</b>	<b>Class</b>	<b>Packing group</b>	<b>Hazardous materials response code</b>
UN1955	COMPRESSED GAS, TOXIC, N.O.S.	2.3		4920375
UN1955	COMPRESSED GAS, TOXIC, N.O.S.	2.3		4920570
UN1967	INSECTICIDE GASES, TOXIC, N.O.S.	2.3		4920550
UN1975	NITRIC OXIDE AND DINITROGEN TETROXIDE MIXTURES	2.3(5.1)(8)		4920113
UN1994	IRON PENTACARBONYL	6.1(3)	I	4927004
UN2032	NITRIC ACID, RED FUMING	8(5.1)(6.1)	I	4931201
UN2186	HYDROGEN CHLORIDE, REFRIGERATED LIQUID	2.3(8)		4920504
UN2188	ARSINE	2.3(2.1)		4920135
UN2189	DICHLOROSILANE	2.3(2.1)(8)		4920398
UN2190	OXYGEN DIFLUORIDE, COMPRESSED	2.3		4920173
UN2191	SULFURYL FLUORIDE	2.3		4920526
UN2192	GERMANE	2.3(2.1)		4920354
UN2194	SELENIUM HEXAFLUORIDE	2.3(8)		4920106
UN2195	TELLURIUM HEXAFLUORIDE	2.3(8)		4920188
UN2196	TUNGSTEN HEXAFLUORIDE	2.3(8)		4920371
UN2197	HYDROGEN IODIDE, ANHYDROUS	2.3(8)		4920348
UN2198	PHOSPHORUS PENTAFLUORIDE	2.3(8)		4920326
UN2199	PHOSPHINE	2.3(2.1)		4920160
UN2202	HYDROGEN SELENIDE ANHYDROUS	2.3(2.1)		4920122
UN2204	CARBONYL SULFIDE	2.3(2.1)		4920351
UN2232	2-CHLOROETHANAL	6.1	I	4921402
UN2334	ALLYLAMINE	6.1(3)	I	4921004
UN2337	PHENYL MERCAPTAN	6.1(3)	I	4921413
UN2382	DIMETHYLHYDRAZINE, SYMETRICAL	6.1(3)	I	4921251
UN2407	ISOPROPYL CHLOROFORMATE	6.1(3)(8)	I	4921252
UN2417	CARBONYL FLUORIDE	2.3(8)		4920559
UN2418	SULFUR TETRAFLUORIDE	2.3(8)		4920187
UN2420	HEXAFLUOROACETONE	2.3(8)		4920528
UN2421	NITROGEN TRIOXIDE	2.3(5.1)(8)		4920175
UN2438	TRIMETHYLACETYL CHLORIDE	6.1(3)(8)	I	4921063
UN2442	TRICHLOROACETYL CHLORIDE	8(6.1)	II	4935231
UN2474	THIOPHOSGENE	6.1	I	4921465
UN2477	METHYL ISOTHIOCYANATE	6.1(3)	I	4921487
UN2480	METHYL ISOCYANATE	6.1(3)	I	4927009
UN2481	ETHYL ISOCYANATE	6.1(3)	I	4927035
UN2482	N-PROPYL ISOCYANATE	6.1(3)	I	4927025
UN2483	ISOPROPYL ISOCYANATE	6.1(3)	I	4927037
UN2484	TERT-BUTYL ISOCYANATE	6.1	I	4927026
UN2485	N-BUTYL ISOCYANATE	6.1	I	4921027
UN2486	ISOBUTYL ISOCYANATE	6.1(3)	I	4927036
UN2487	PHENYL ISOCYANATE	6.1(3)	I	4921216
UN2488	CYCLOHEXYL ISOCYANATE	6.1(3)	I	4921010

**Table B: List of TIH/PIH commodities**

<b>UN/NA number</b>	<b>Proper shipping name</b>	<b>Class</b>	<b>Packing group</b>	<b>Hazardous materials response code</b>
UN2521	DIKETENE, STABILIZED	6.1(3)	I	4921254
UN2534	METHYLCHLOROSILANE	2.3(2.1)(8)		4920394
UN2548	CHLORINE PENTAFLUORIDE	2.3(5.1)(8)		4920189
UN2605	METHOXYMETHYL ISOCYANATE	6.1(3)	I	4927038
UN2606	METHYL ORTHOSILICATE	6.1(3)	I	4921255
UN2644	METHYL IODIDE	6.1	I	4921304
UN2646	WASTE HEXACHLOROCYCLO- PENTADIENE	6.1	I	4821722
UN2646	HEXACHLOROCYCLOPENTADIENE	6.1	I	4921722
UN2668	CHLOROACETONITRILE	6.1(3)	I	4921439
UN2676	STIBINE	2.3(2.1)		4920167
UN2692	BORON TRIBROMIDE	8(6.1)	I	4932010
UN2740	N-PROPYL CHLOROFORMATE	6.1(3)(8)	I	4921756
UN2743	N-BUTYL CHLOROFORMATE	6.1(8)(3)	I	4921730
UN2826	ETHYL CHLOROTHIOFORMATE	8(6.1)(3)	II	4933327
UN2901	BROMINE CHLORIDE	2.3(5.1)(8)		4920715
UN3023	2-METHYL-2-HEPTANETHIOL	6.1(3)	I	4921495
UN3057	TRIFLUOROACETYL CHLORIDE	2.3(8)		4920347
UN3079	METHACRYLONITRILE, STABILIZED	6.1(3)	I	4921440
UN3083	PERCHLORYL FLUORIDE	2.3(5.1)		4920356
UN3160	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.	2.3		4920164
UN3160	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.	2.3		4920380
UN3160	LIQUEFIED GAS, TOXIC FLAMMABLE, N.O.S.	2.3(2.1)		4920381
UN3160	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.	2.3(2.1)		4920382
UN3162	LIQUEFIED GAS, TOXIC, N.O.S.	2.3		4920195
UN3162	LIQUEFIED GAS, TOXIC, N.O.S.	2.3		4920368
UN3162	LIQUEFIED GAS, TOXIC, N.O.S.	2.3		4920369
UN3162	LIQUEFIED GAS, TOXIC, N.O.S.	2.3		4920571
UN3168	GAS SAMPLE, NON-PRESSURIZED, TOXIC, FLAMMABLE, N.O.S.	2.3(2.1)		4920534
UN3169	GAS SAMPLE, NON-PRESSURIZED, TOXIC, N.O.S.	2.3		4920536
UN3246	METHANESULFONYL CHLORIDE	6.1(8)	I	4921245
UN3294	HYDROGEN CYANIDE, SOLUTION IN ALCOHOL	6.1(3)	I	4921239
UN3300	ETHYLENE OXIDE AND CARBON DIOXIDE MIXTURE	2.3(2.1)		4920342
UN3303	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920104
UN3303	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920309
UN3303	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920310
UN3303	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920337
UN3304	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.	2.3(8)		4920101
UN3304	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.	2.3(8)		4920301
UN3304	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.	2.3(8)		4920324
UN3304	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.	2.3(8)		4920331
UN3305	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3		4920102
UN3305	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3(2.1)(8)		4920303

**Table B: List of TIH/PIH commodities**

<b>UN/NA number</b>	<b>Proper shipping name</b>	<b>Class</b>	<b>Packing group</b>	<b>Hazardous materials response code</b>
UN3305	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3(2.1)(8)		4920304
UN3305	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3(2.1)(8)		4920305
UN3306	COMPRESSED GAS, TOXIC OXIDIZING, CORROSIVE, N.O.S.	2.3		4920103
UN3306	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	2.3(5.1)(8)		4920307
UN3306	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	2.3(5.1)(8)		4920308
UN3307	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920111
UN3307	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920317
UN3307	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920319
UN3307	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920321
UN3308	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.	2.3(8)		4920105
UN3308	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.	2.3(8)		4920311
UN3308	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.	2.3(8)		4920313
UN3308	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.	2.3(8)		4920315
UN3309	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3(2.1)(8)		4920108
UN3309	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3(2.1)(8)		4920314
UN3309	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3(2.1)(8)		4920316
UN3309	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3(2.1)(8)		4920318
UN3310	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	2.3(5.1)(8)		4920110
UN3310	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	2.3(5.1)(8)		4920312
UN3310	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	2.3(5.1)(8)		4920320
UN3310	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	2.3(5.1)(8)		4920325
UN3318	AMMONIA SOLUTION	2.2		4904211
UN3318	AMMONIA SOLUTIONS	2.3(8)		4920360
UN3355	INSECTICIDE GASES, TOXIC FLAMMABLE, N.O.S.	2.3(2.1)		4920115
UN3381	TOXIC BY INHALATION LIQUID, N.O.S.	6.1	I	4927018
UN3382	TOXIC BY INHALATION LIQUID, N.O.S.	6.1	I	4921000
UN3383	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.	6.1(3)	I	4927019
UN3384	WASTE, TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.	6.1(3)	I	4821029
UN3384	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.	6.1(3)	I	4921003
UN3384	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.	6.1(3)	I	4921029
UN3385	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.	6.1(4.3)	I	4927023
UN3386	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.	6.1(4.3)	I	4921006
UN3387	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.	6.1(5.1)	I	4927024
UN3388	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.	6.1(5.1)	I	4921023
UN3389	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.	6.1(8)	I	4927028
UN3390	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.	6.1(8)	I	4921024
UN3390	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.	6.1(8)	I	4921287
UN3390	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.	6.1(8)	I	4921288
UN3488	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.	6.1(3)(8)	I	4927031
UN3489	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.	6.1(3)(8)	I	4921441
UN3489	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.	6.1(3)(8)	I	4927002
UN3490	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.	6.1(4.3)(3)	I	4927034

**Table B: List of TIH/PIH commodities**

<b>UN/NA number</b>	<b>Proper shipping name</b>	<b>Class</b>	<b>Packing group</b>	<b>Hazardous materials response code</b>
UN3491	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.	6.1(4.3)(3)	I	4921458
UN3512	ADSORBED GAS, TOXIC, N.O.S.	2.3		4920193
UN3512	ADSORBED GAS, TOXIC, N.O.S.	2.3		4920562
UN3512	ADSORBED GAS, TOXIC, N.O.S.	2.3		4920563
UN3512	ADSORBED GAS, TOXIC, N.O.S.	2.3		4920564
UN3514	ADSORBED GAS, TOXIC, FLAMMABLE, N.O.S.	2.3(2.1)		4920192
UN3514	ADSORBED GAS, TOXIC, FLAMMABLE, N.O.S.	2.3(2.1)		4920558
UN3514	ADSORBED GAS, TOXIC, FLAMMABLE, N.O.S.	2.3(2.1)		4920560
UN3514	ADSORBED GAS, TOXIC, FLAMMABLE, N.O.S.	2.3(2.1)		4920561
UN3515	ADSORBED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920198
UN3515	ADSORBED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920568
UN3515	ADSORBED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920569
UN3515	ADSORBED GAS, TOXIC, OXIDIZING, N.O.S.	2.3(5.1)		4920572
UN3516	ADSORBED GAS, TOXIC, CORROSIVE, N.O.S.	2.3(8)		4920190
UN3516	ADSORBED GAS, TOXIC, CORROSIVE, N.O.S.	2.3(8)		4920551
UN3516	ADSORBED GAS, TOXIC, CORROSIVE, N.O.S.	2.3(8)		4920552
UN3516	ADSORBED GAS, TOXIC, CORROSIVE, N.O.S.	2.3(8)		4920553
UN3517	ADSORBED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3(2.1)(8)		4920191
UN3517	ADSORBED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3(2.1)(8)		4920554
UN3517	ADSORBED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3(2.1)(8)		4920555
UN3517	ADSORBED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	2.3(2.1)(8)		4920557
UN3518	ADSORBED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	2.3(5.1)(8)		4920194
UN3518	ADSORBED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	2.3(5.1)(8)		4920565
UN3518	ADSORBED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	2.3(5.1)(8)		4920566
UN3518	ADSORBED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	2.3(5.1)(8)		4920567
UN3519	BORON TRIFLUORIDE, ADSORBED	2.3(8)		4920573
UN3520	CHLORINE, ADSORBED	2.3(5.1)(8)		4920574
UN3521	SILICON TETRAFLUORIDE, ADSORBED	2.3(8)		4920577
UN3522	ARSINE, ADSORBED	2.3(2.1)		4920176
UN3523	GERMANE, ADSORBED	2.3(2.1)		4920575
UN3524	PHOSPHORUS PENTAFLUORIDE, ADSORBED	2.3(8)		4920576
UN3525	PHOSPHINE, ADSORBED	2.3(2.1)		4920171
UN3526	HYDROGEN SELENIDE, ADSORBED	2.3(2.1)		4920172
UN3539	ARTICLES CONTAINING TOXIC GAS, N.O.S.	2.3		4920539
NA1556	METHYLDICHLOROARSINE	6.1	I	4921275
NA1955	ORGANIC PHOSPHATE, MIXED WITH COMPRESSED GAS	2.3		4920530
NA1967	PARATHION AND COMPRESSED GAS MIXTURE	2.3		4920535
NA2742	SEC-BUTYL CHLOROFORMATE	6.1(3)(8)	I	4921207
NA2742	ISOBUTYL CHLOROFORMATE	6.1(3)(8)	I	4921211
NA2845	METHYL PHOSPHONOUS DICHLORIDE	6.1(4.2)	I	4921008
NA2845	ETHYL PHOSPHONOUS DICHLORIDE, ANHYDROUS	6.1(4.2)	I	4921742
NA2927	ETHYL PHOSPHORODICHLORIDATE	6.1(8)	I	4921744

**Table B: List of TIH/PIH commodities**

<b>UN/NA number</b>	<b>Proper shipping name</b>	<b>Class</b>	<b>Packing group</b>	<b>Hazardous materials response code</b>
NA2927	ETHYL PHOSPHONOTHIOIC DICHLORIDE, ANHYDROUS	6.1(8)	I	4921745
NA9035	GAS IDENTIFICATION SET	2.3		4920510
NA9202	CARBON MONOXIDE, REFRIGERATED LIQUID	2.3(2.1)		4920511
NA9206	METHYL PHOSPHONIC DICHLORIDE	6.1(8)	I	4921695
NA9263	CHLOROPIVALOYL CHLORIDE	6.1(8)	I	4921746
NA9264	3,5-DICHLORO-2,4,6- TRIFLUOROPYRIDINE	6.1	I	4921741

<b>EXPLANATION OF REFERENCE MARKS USED IN THIS TARIFF</b>	
<b>REFERENCE MARKS</b>	<b>EXPLANATIONS</b>
[A]	Denotes Addition
[C]	Provision formerly shown herein and not brought forward are hereby cancelled.
[R]	Denotes Reduction
[I]	Denotes increase, except as otherwise noted
[NC]	Change resulting in neither increase nor reduction in rates.