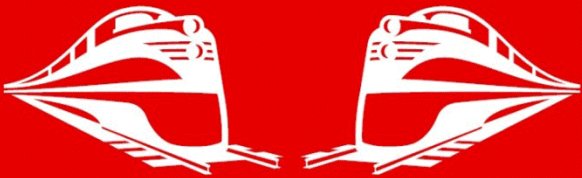


Rj Corman Railroad Company



TARIFF RJC 100

ISSUED: DECEMBER 15, 2021
EFFECTIVE: FEBRUARY 1, 2022





ISSUED BY
R. J. CORMAN RAILROAD COMPANY, LLC

ON BEHALF AND FOR THE ACCOUNT OF

- R. J. Corman Railroad Company/Allentown Lines, Inc.**
- R. J. Corman Railroad Company/Bardstown Line**
- R. J. Corman Railroad Company/Carolina Lines, LLC**
- R. J. Corman Railroad Company/Central Kentucky Lines, LLC**
- R. J. Corman Railroad Company/Childersburg Line, LLC**
- R. J. Corman Railroad Company/Cleveland Line**
- R. J. Corman Railroad Company/Knoxville and Cumberland Gap Railroad, LLC**
- R. J. Corman Railroad Company/Lehigh Line, LLC**
- R. J. Corman Railroad Company/Luzerne & Susquehanna Line, LLC**
- R. J. Corman Railroad Company/Memphis Line**
- R. J. Corman Railroad Company/Nashville & Eastern Railroad Line**
- R. J. Corman Railroad Company/Nashville & Western Railroad Line**
- R. J. Corman Railroad Company/Owego & Harford Line, Inc.**
- R. J. Corman Railroad Company/Pennsylvania Lines Inc.**
- R. J. Corman Railroad Company/Tennessee Terminal, LLC**
- R. J. Corman Railroad Company/Raleigh and Fayetteville Railroad, LLC**
- R. J. Corman Railroad Company/Texas Lines, LLC**
- R. J. Corman Railroad Company/Western Ohio Line**
- R. J. Corman Railroad Company/West Virginia Line, Inc.**
- [a division of R. J. Corman Railroad Company/Pennsylvania Lines Inc.]**

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About R. J. Corman

R. J. Corman Railroad Company, LLC is a subsidiary of R. J. Corman Railroad Group, LLC and a holding company for 19 short line railroad companies. With over 30 years in the freight railroad business and a combined total of over 1,350 miles of track in 11 states, R. J. Corman knows how to tackle customers' needs by providing economical transportation solutions.



Our founder, Rick "R. J." Corman, started his business in 1973, shortly after he graduated from Jessamine County High School in Nicholasville, Kentucky. What Rick lacked in resources he made up for with hard work and determination; he borrowed money for a backhoe and dump truck and went to work rebuilding and repairing railroad crossings. At the end of four years, he had a dozen backhoes, a few dump trucks, and no debt.

Today, R. J. Corman Railroad Group, LLC, through its various subsidiary entities, serves all seven Class I railroads, many regional and short line railroads and dozens of industries that have rail related needs. Our services include owning and operating 19 short lines, providing emergency rail services associated with derailments and natural disasters, industrial site switching, track construction, track material distribution, and signal design/construction. Altogether, the entities owned by R. J. Corman Railroad Group, LLC employ approximately 1,300 people who work from over 70 strategically located sites in 24 states, or on various customer project sites.

Mission Statement

Through our dedicated employees, we will be the best service provider by our total commitment to customer satisfaction, increasingly efficient operations and asset utilization while providing an ever-improving safe and rewarding work environment.

Philosophy

At the R. J. Corman family of companies, each employee strives to uphold our key values, or "Big Rocks", every day. We believe that if we all focus on these things, our vision to be the best service provider to the railroad and related industries will remain true.



Important Contact Information

Our Commercial Development team is dedicated to understanding and attending to the needs of our [customers](#). If you have any questions about your contract or this Tariff, or if you have additional service needs such as transloading or warehousing, please reach out to the Director of Commercial Development for your company. You may also reach out to our Customer Service Associates at any time.



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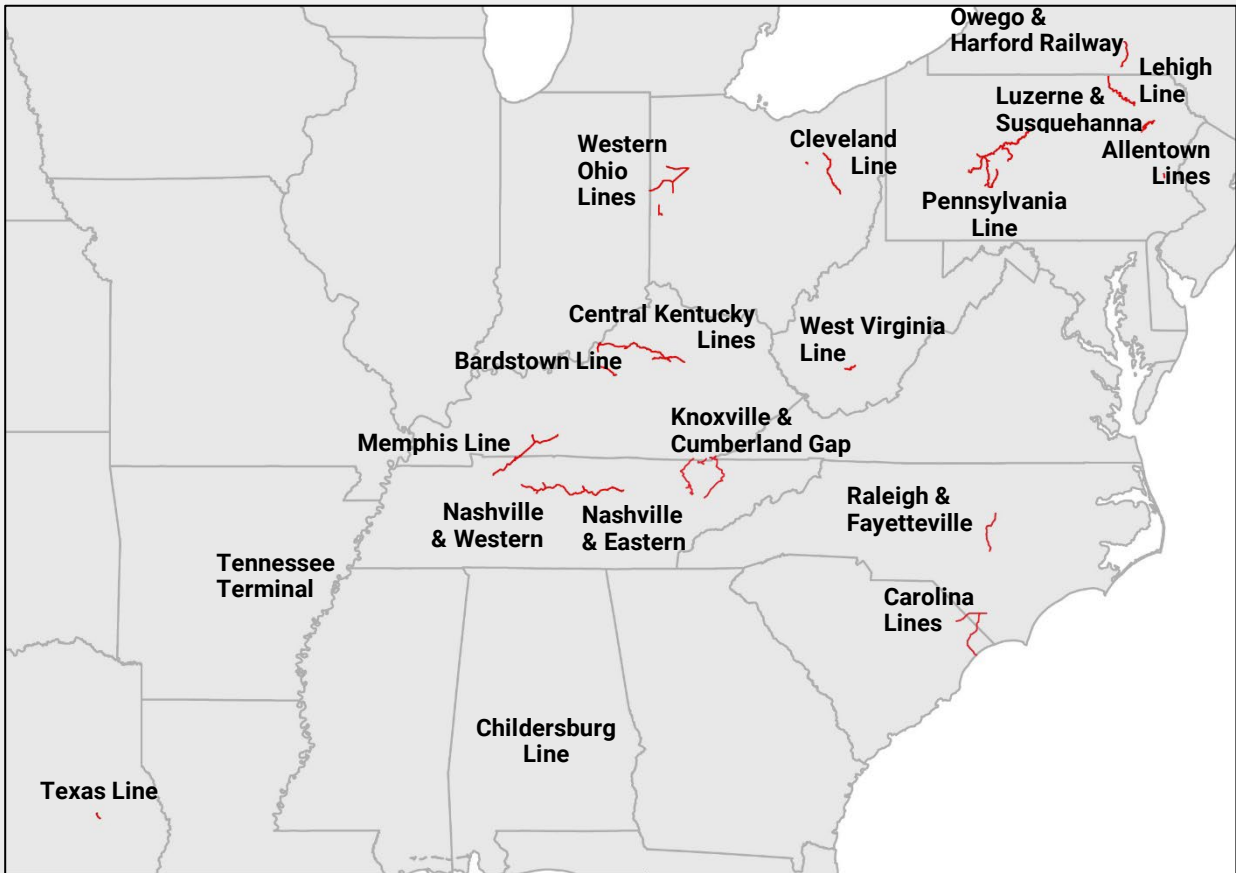
Manager, Commercial Development

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List of R. J. Corman Railroads

Name	Mark	Address	City	ST	Zip
Allentown Lines	RJCN	333 Linden Street	Allentown	PA	18101
Bardstown Line	RJCR	603 N. Third Street	Bardstown	KY	40004
Carolina Lines	RJCS	103 S. Wilson Street	Chadbourn	NC	28431
Central Kentucky Lines	RJCC	133 Buchanan Street	Lexington	KY	40508
Childersburg Line	RJAL	17589 Plant Road	Coosa Pines	AL	30544
Cleveland Line	RJCL	475 W. Third Street	Dover	OH	44622
Knoxville and Cumberland Gap Railroad	KXCG	410 Market	Clinton	TN	37716
Lehigh Line	LRWY	211 Packer Ave	Towanda	PA	18848
Luzerne & Susquehanna Line	LS	1 Rutledge Dr	Pittston	PA	18640
Memphis Line	RJCM	145 East First Street	Guthrie	KY	42234
Nashville & Eastern Line	NERR	514 Knoxville Avenue	Lebanon	TN	37087
Nashville & Western Line	NWR	206 South Maple Street	Lebanon	TN	37087
Owego & Harford Line	OHRY	25 Delphine St	Owego	NY	13827
Pennsylvania Lines	RJCP	650 Corman Way	Clearfield	PA	16830
Tennessee Terminal	RJCK	8500 Summit Cove	Olive Branch	MS	38654
Raleigh and Fayetteville Railroad	RFCC	805 N. Woodrow St	Fuquay-Varina	NC	27526
Texas Line	RJCD	515 Pine Valley Road	Diboll	TX	75941
West Virginia Line	RJCV	1805 Thurmond Road	Oak Hill	WV	25901
Western Ohio Lines	RJCW	8056 Albers Road	Celina	OH	45822



Tariff Introduction

At R. J. Corman, we know that our success is dependent on our [customers'](#) success. We are thankful for your business and grateful for the long-term partnership. This document is intended to be a valuable tool for our customers, and serves two main functions:

- Define the additional services R. J. Corman may provide, outside of the normal line-haul shipment via our transportation service plan, to give our customers additional flexibility when shipping freight by rail; and
- List the terms associated with shipping freight via the R. J. Corman rail network and the fees for non-compliance with certain terms and conditions.

In addition to this Tariff, each R. J. Corman Railroad publishes a Price List, which should be used in conjunction with this Tariff and lists the charges associated with all services defined herein. Together, this Tariff and the Price List constitute notice and disclosure of common [carrier](#) charges and service terms for each R. J. Corman Railroad as contemplated by the regulations of the Surface Transportation Board.

All charges and fees listed in this Tariff and the corresponding Price Lists are designed to compensate the R. J. Corman Railroads for the financial and opportunity costs associated with performing additional services and the additional use of our assets.

Services for Convenience and Increased Flexibility

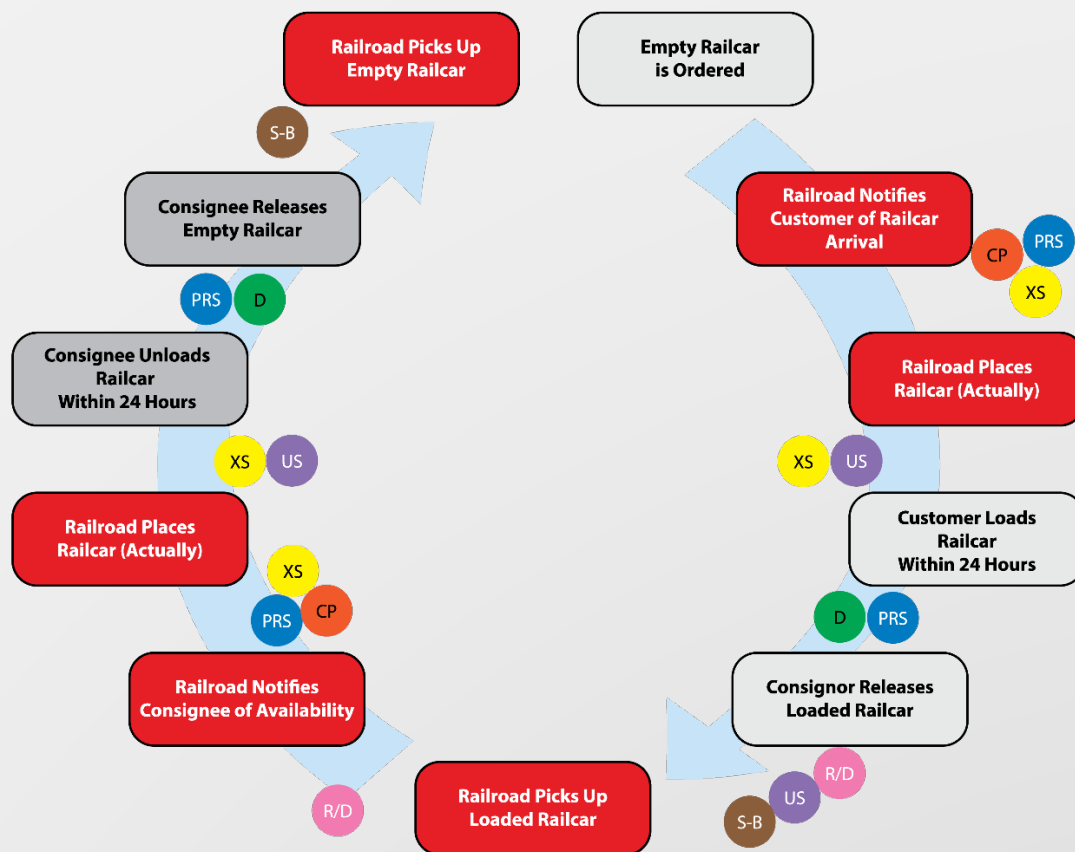
Rail offers safe, cost-efficient, and eco-friendly transportation solutions, enabling [customers](#) to reach destinations throughout North America in a timely manner.

Another added benefit of freight shipment by rail is the added flexibility it can provide for the customer, such as allowing for [storage](#) of loaded railcars on R. J. Corman's network or [expedited service](#), to accommodate a change in operations for the customer.

This document will define the services R. J. Corman offers for our customers' convenience. These services each require R. J. Corman to perform additional activities or grant our customers extended use of R. J. Corman or leased assets, such as railcars. The charges associated with each of these services, often referred to as "accessorial," is listed in the Price List for each Railroad, with the same reference number as indicated by the Item number within this Tariff.

An example of the typical transportation plan as covered by the normal line-haul freight charge is indicated in the flow chart below.

You will see in the circles between each step the various services that R. J. Corman may offer or deploy, as needed or requested, to provide increased flexibility or convenience throughout the process.



Additional Services

Demurrage (D)

If [customers](#) need additional time in any of the stages of the typical line-haul service after the railcar(s) have been placed, R. J. Corman offers flexibility in the use of railroad assets and infrastructure. See [Section 8](#).

Private Railcar Storage (PRS)

Customers using private railcars may obtain [storage](#) space on R. J. Corman track. See [Section 8](#).

Extra Switch (XS)

Typical line-haul service includes one (1) [placement](#) and pick-up for the [consignor](#) and one (1) placement and pick-up for the [consignee](#). Extra Switches may be utilized for a number of additional services to take place. See [Item 9.02](#).

Unscheduled Service (US)

To offer greater availability, customers may request service outside of R. J. Corman’s normal operating hours. See [Section 10.01](#).

Constructive Placement (CP)

If railcars are unable to be actually placed at a consignor or consignee’s facility or designated [station](#), instead of sending the railcar(s) back, R. J. Corman will hold them ([constructive placement](#)) until they’re able to be actually placed. See [Section 5](#).

Reconsignment/Diversion (R/D)

We understand that sometimes plans change. Our customers may request changes in the bill of lading even after it has been submitted and/or while the railcar is in transit. See [Section 4](#).

Set-Back (S-B)

R. J. Corman may, at a customer’s request or as otherwise needed, return a railcar to a customer after the railcar has been [released](#) and pulled from the customer’s track. See [Item 7.06](#).

Tips for Use

Understanding and complying with the terms, also referred to as rules, of this Tariff is essential to help ensure safe, efficient, and reliable freight transportation service.

Various words, phrases and abbreviations utilized in this Tariff are further defined and have the meanings described in [Section 12](#), Definitions and Glossary of Terms.

Each R. J. Corman Railroad has a unique Price List. Price lists for each Railroad are available via the R. J. Corman website by selecting the applicable Railroad from the drop-down list.

Item numbers are the same in this Tariff as in the Price Lists; the cost associated with each item can be easily found by referencing the Price List for each R. J. Corman Railroad.



Section 1: General Terms

Item 1.01 – General Application

This Tariff applies to and governs the following short line railroad company subsidiaries of R. J. Corman Railroad Company, LLC (each referred to herein as a “Railroad,” and collectively referred to herein as “R. J. Corman” or “RJC”):

- R. J. Corman Railroad Company/Allentown Lines, Inc. (RJCN)
- R. J. Corman Railroad Company/Bardstown Line (RJCR)
- R. J. Corman Railroad Company/Carolina Lines, LLC (RJCS)
- R. J. Corman Railroad Company/Central Kentucky Lines, LLC (RJCC)
- R. J. Corman Railroad Company/Childersburg Line, LLC (RJAL)
- R. J. Corman Railroad Company/Cleveland Line (RJCL)
- R. J. Corman Railroad Company/Knoxville & Cumberland Gap Railroad, LLC (KXCG)
- R. J. Corman Railroad Company/Lehigh Line, LLC (LRWY)
- R. J. Corman Railroad Company/Luzerne & Susquehanna Line, LLC (LS)
- R. J. Corman Railroad Company/Memphis Line (RJCM)
- R. J. Corman Railroad Company/Nashville & Eastern Railroad Line (NERR)
- R. J. Corman Railroad Company/Nashville & Western Railroad Line (NWR)
- R. J. Corman Railroad Company/Owego & Harford Line, Inc. (OHRY)
- R. J. Corman Railroad Company/Pennsylvania Lines Inc. (RJCP)
- R. J. Corman Railroad Company/Raleigh and Fayetteville Railroad, LLC(RFCC)
- R. J. Corman Railroad Company/Tennessee Terminal, LLC (RJCK)

Big Rocks

Safety

The safety and health of our employees is our top priority – on and off the worksite. Our safety culture is characterized by constant awareness and an adherence to safe operating practices at all times in the communities where we work.

- R. J. Corman Railroad Company/Texas Lines, LLC (RJCD)
- R. J. Corman Railroad Company/Western Ohio Line (RJCW)
- R. J. Corman Railroad Company/West Virginia Line, Inc. (RJCV),

By arranging for services with an R. J. Corman Railroad, a [customer](#) or any third-party acting under the direction of or on behalf of a customer ([agent](#)), authorizes and accepts all the rules, requirements, and charges published in this Tariff and the corresponding Railroad

Price List(s). Any action taken by a customer or its agent that initiates, accepts delivery of, or assumes responsibility for payment for a railcar movement or accessorial service on an R. J. Corman Railroad constitutes acceptance by that customer of all terms, rules, and applicable charges contained in this Tariff and the applicable Price List(s), as amended from time to time, unless otherwise stated by a private written agreement between the parties that has been signed by both parties.

All terms and charges contained in this Tariff apply to all commodities, customers, transportation services, and railcars while on the RJC network (unless specifically omitted or otherwise explicitly provided). If your shipment involves interline service, the rules, terms, and conditions of service published by each other participating [carrier](#) apply once your shipment enters our network.

The provisions and charges in this Tariff supersede and cancel the former Tariff RJC 8100-N and its predecessors. Specific terms and conditions for line-haul transportation, including rates for line-haul and accessorial services, may be published in a variety of formats, including commodity-specific price lists, private contracts, etc. In the event of a conflict between the terms found in this Tariff and any other R. J. Corman publication or contract, the terms of the other R. J. Corman publication or contract will supersede the terms of this Tariff.

1.01.01 – Applicability and Interpretation

In this Tariff:

- Anywhere it is stated that R. J. Corman “may” act, the use of “may” means the action is at R. J. Corman’s discretion.
- “In writing” notifications can include e-mail or other electronic communication modes that have been mutually agreed upon by R. J. Corman and customers.

In the event that any term, condition, or requirement of this Tariff is found to be void or unenforceable, such findings shall not be construed to render any other term, condition, or requirement of this Tariff either void or unenforceable, and all other terms, conditions, and requirements shall remain in full force and effect.

This Tariff incorporates the nonconflicting provisions of the following publications, including any successor publications:

- Official Railroad Station List, OPSP 6000-Series
- Uniform Freight Classification, UFC 6000-Series
- Bureau of Explosives Tariff, BOE 6000-Series
- Standard Transportation Commodity Code, STCC 6001-Series
- Official Railway Equipment Register, RER 6412-Series
- Uniform Straight Bill of Lading
- [AAR Loading Rules](#)



Item 1.02 – Currency & Administrative Fees

All charges established in this Tariff are in U. S. Dollars.

An administrative fee, assessed at 20% of billing, may be added at R. J. Corman’s sole discretion to any charge, service or billing provided for in this Tariff or the applicable Price Lists, to cover excessive, duplicative or unusual costs incurred by R. J. Corman in administering, processing or collecting for the relevant Tariff item due to actions, omissions or errors of the [customer](#) or other responsible party.

Item 1.03 – Cumulative Assessment of Charges

The services listed in this Tariff are treated independently as each creates its own specific operating challenges to R. J. Corman.

When R. J. Corman provides more than one service listed in this Tariff to a [customer](#), each individual charge associated with each service will be assessed to the customer cumulatively, regardless of whether the services are performed simultaneously or sequentially.

Any time railcars are [detained](#) beyond the allowed free time, demurrage or [private railcar storage](#) will be assessed pursuant to Section 8 in addition to all charges associated with the other services performed, even if the extended detention occurs while a service is being performed by R. J. Corman.

Item 1.04 – Rebilling from Connecting Carriers

If R. J. Corman is billed for charges due to the actions, errors or omissions of [customers](#) or third-party [carriers](#), R. J. Corman may rebill such charges to the party responsible such charges and such party is responsible for the payment of those charges. An administrative fee may be added to such rebilling ([Item 1.02](#)).

Item 1.05 – Industrial Switch Connection Maintenance Service

R. J. Corman maintains industrial switch connections, defined as a switch located upon R. J. Corman property for access to private [sidetracks](#), so that [customers](#) may continue receiving service to their private sidetracks. A switch maintenance charge of \$3,000 per year will be assessed to all customers served by R. J. Corman for maintenance of the industrial switch connections, except when customers are exempted as outlined below. Invoices will be mailed each January for the prior year and are payable by the owner of the applicable private sidetrack within thirty (30) [days](#) of invoice date.

R. J. Corman is under no obligation to retain in place and maintain an industrial switch connection for which any part of the applicable charge is unpaid. R. J. Corman operation over any private sidetrack is further subject to customer's execution of an industry track agreement with R. J. Corman.

Exemptions to Maintenance Charge for Industrial Switch Connections

- The charge will not apply to any calendar year in which the private sidetrack served by the industrial switch connection originates or terminates at least 25 loaded railcars of traffic.
- The charge will not apply where specific terms of an executed industry track agreement or other private contract so provide.

- The charge will not apply if the owner of the private sidetrack served by the industrial switch connection requests, prior to the beginning of the calendar year, that R. J. Corman remove the industrial switch connection.

Multi-Sidings

Where more than one private sidetrack is served by a single industrial switch connection, the individual owner of each of the private sidetracks will be liable for an equal share of the charge. The total number of carloads originated or terminated on all of the private sidetracks served by the industrial switch connection will determine whether the first exemption above applies.

Item 1.06 – Holidays Observed by Each Railroad

R. J. Corman Railroads observe the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas

Item 1.07 – Weight Restriction Information

Information on the maximum gross weight for loaded railcars that can be handled by each R. J. Corman Railroad is available via the R. J. Corman website at <https://www.rjcorman.com/companies/railroad-company/our-short-lines> by selecting the applicable Railroad from the list. Any railcar shipment exceeding the specified maximum gross weight must be approved by R. J. Corman prior to movement.

Plugged In

R. J. Corman maintains memberships in several industry organizations, including:

Association of American Railroads (AAR)

American Short Line and Regional Railroad Association (ASLRRRA)



Section 2: Payment & Credit Terms; Security Deposits

Item 2.01 – General Credit and Finance Provisions

All charges under this Tariff must be prepaid unless satisfactory arrangements with R. J. Corman have been made prior to performance of service.

Charges for services rendered under terms of this Tariff will accrue against the [customer](#) located on R. J. Corman or against the responsible rail [carrier](#) involved unless arrangements to the contrary have been made with RJC prior to performance of service.

All payment for services provided by R. J. Corman, whether or not covered in this Tariff, are due and payable within thirty (30) [days](#) following the invoice date. Payments received after their due dates shall be subject to a finance charge of two percent (2%) per month (or fraction thereof) of the outstanding balance, or the highest rate allowed by law. Customer will reimburse R. J. Corman for expenses incurred on efforts related to collection of outstanding balances including but not limited to legal fees, court costs, and other professional fees.

All customers or [agents](#) thereof conducting business with R. J. Corman, or on R. J. Corman's property, will be required to complete a credit review with R. J. Corman.

All railroads, except Class I rail carriers may be required to apply for credit with R. J. Corman.

Credit will be granted solely at the discretion of R. J. Corman.

Item 2.02 – Security Deposits for Payment of Accessorial Charges

A security deposit to ensure payment of any demurrage or [private car storage](#) charges that may accrue will be required from every [customer](#) who:

- Has not completed a successful credit review, or
- Has failed to pay demurrage or private car storage charges when due after specific written demand referring to this Tariff provision.

A deposit must be paid via ACH before any railcar is delivered to such customer. Deposits are required per railcar and a deposit made on one railcar is not transferable to another.

A deposit for each railcar shall be no less than five hundred dollars (\$500.00) and up to the total amount of demurrage or private car storage charges that accrued on any one railcar delivered to said customer during the preceding twelve (12) months plus 20%, whichever is higher.

In the case of a customer receiving multiple railcars for loading or [unloading](#), the total amount required to be deposited shall be the greater of: the amount of existing past demurrage and private car storage charges accrued by the customer and due, plus 20%; or \$25,000.

R. J. Corman reserves the right to adjust the customer's deposit requirements at any time.

Once the customer:

- Has successfully completed R. J. Corman's credit review, or
- Has paid all outstanding demurrage and private car storage charges and has given assurance to the satisfaction of R. J. Corman's Collections department that future demurrage and private car storage charges will be paid within the credit period prescribed in applicable tariffs,

then R. J. Corman will refund the balance of the security deposit to the customer and security deposits will no longer be required.

Deposit refunds will be issued within thirty (30) [days](#) after deducting any and all unpaid demurrage and private car storage charges.

Item 2.03 – Procedures for Disputing Invoices

R. J. Corman strives to always provide [customers](#) with timely reporting of services, prompt

invoicing, and sufficient information regarding the services provided. In the event there are disputes over invoices, we commit to addressing them urgently and fairly.

If a customer believes there has been a billing error, we want to make it right as quickly as possible. To file a dispute, perform the following steps:

1. Dispute claims must be submitted in writing within 30 [days](#) of invoice date to R. J. Corman's Collections department at arcollections@rjcorman.com.
2. The claim must be specific in nature, including identification of (i) the railcar or railcar group by initial and number, (ii) the invoice number, (iii) the charge and applicable term/Item of this Tariff, (iv) the date and/or time of the disputed service charge, and (v) the reasons for the dispute with relevant facts and documentation.
3. Customer must pay the undisputed amount of outstanding charges at the time the dispute is filed, in accordance with remittance procedures documented on the invoice. Payment must be received prior to dispute consideration.

Within 30 [days](#) of filing a dispute, an R. J. Corman Collections team member will investigate and report the company's acceptance or denial of the claim in writing. Claims that are denied will incur finance charges and late payment fees.

Award-Winning Safety and Service

R. J. Corman Railroad Company has received several awards for operating safety and service to our customers, many of which are for multiple years.

ASLRRRA Jake Awards

Recognizes short line railroads for safety performance

ASLRRRA Business Development Awards

Recognizes member companies that design and implement the most innovative and successful marketing initiatives in the small railroad industry

Argus Win-Win Award

Recognizes excellence in operating practices

CSX Short Line Business Development Award

Recognizes carload growth year over year

ASLRRRA President's Awards

Recognizes outstanding safety records

Item 2.04 – Payment Application Provisions

Customers must specify the invoice being paid when tendering payment to R. J. Corman. If a customer remits payment without identifying an accompanying invoice for the application of payment, R. J. Corman will take the following steps:

4. Review the customer's outstanding invoices to determine if there is an invoice with an amount due equal to the payment amount. If such an invoice is identified, the payment will be applied to that invoice.
5. If no such invoice is identified, R. J. Corman will apply payment in the order specified below:
 - a. Undisputed, past due invoices, from oldest to most recent
 - b. Undisputed, current outstanding invoices, from oldest to most recent

Payments applied according to this policy will not be reversed or reallocated.

Rail Success Story: Vulcan Materials Company

R.J. Corman approached Vulcan Materials about their interest in opening a rail-served yard on our Carolina Lines (RJCS). We listened to Vulcan Material's supply chain requirements and planned the revitalization of a 15-acre property in Conway, SC which had the capacity to hold 200,000 tons of aggregate.

R. J. Corman Railroad Company, LLC

We cleared brush, excavated an abandoned pit and installed a new siding. The facility, which opened in November 2020, features a new truck scale, stacker conveyor system, a 20 ft. pit and a car shaker with a new 15,000 lb. hoist. The unloading system can transfer 1,500 tons per hour from railcars into the storage yard.

Tariff RJC 100



Section 3: General Equipment Terms

Item 3.01 – Railcar Liability

R. J. Corman assumes no liability or responsibility for any loss or damage to railcars or their contents while in the possession of the [consignor](#), [shipper](#), [consignee](#) or [receiver](#). Possession includes all time when the railcar is [detained](#), for any reason, by the consignor, shipper, consignee or receiver or while the railcar has been constructively placed or is otherwise being stored or held on R. J. Corman tracks for reasons attributable to the consignor, shipper, consignee or receiver. Any railcar damage incurred as a result of a failure to properly load, unload, prepare, or release railcars, and any direct, indirect or consequential costs associated therewith, shall be the sole liability and responsibility of the [customer](#) which loaded, unloaded or released the railcars.

Item 3.02 – Mileage on Private Railcars

R. J. Corman does not pay mileage on [private railcars](#). All moves are zero mileage payout while on R. J. Corman, except in cases where R. J. Corman specifically agrees otherwise in signed written agreements.

Item 3.03 – Railcars Found to be Leaking

In instances where R. J. Corman incurs environmental or other clean-up costs to address materials found to be leaking from railcars, including any direct and indirect costs such as crew/equipment expense associated with moving the affected railcars to a secure location, remediation and service disruptions, the railcar owner, [consignor](#), and/or [freight payer](#) shall be liable, and shall reimburse R. J. Corman, for all such costs incurred by R. J. Corman during the situation. Such [customer](#) will be responsible to pay for all other securement, cleanup,

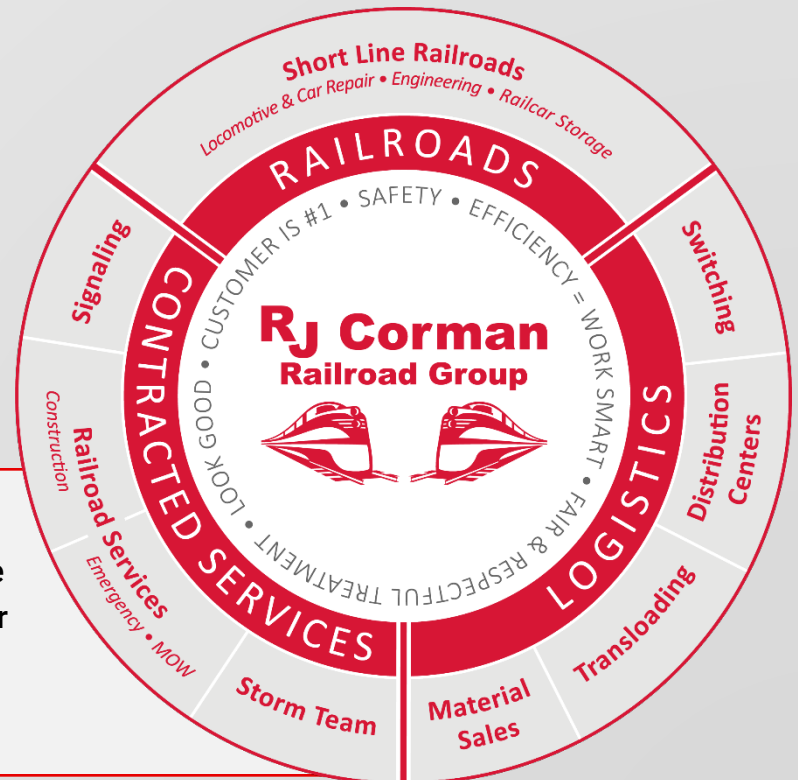
Part of the Family

R. J. Corman is a family of companies that serve all facets of the railroad industry. Because of our broad range of capabilities, we are able to create innovative turnkey solutions for our customers.

Big Rocks

Efficiency = Work Smart

Efficient business operations maximize our value to our customers. By dedicating ourselves to continuous improvement, we identify and implement methods to reduce wasted time, effort, and material.



and other incidental charges associated with the leaking railcars beyond the services provided by R. J. Corman.

In addition, each such leaking railcar will be subject to a separate penalty fee, which is specified in each Railroad's Price List for both non-hazardous material leaks and [hazardous material](#) leaks.

The railcar owner, consignor and freight payer shall defend, indemnify, and save harmless R. J. Corman and our employees from and against, all liability, losses, costs, expenses, claims, suits, and judgments, including reasonable investigation and attorney's fees, incurred in connection with the injury or death of any person(s), loss of or damage to any property, and any and all environmental damage arising from a leaking railcar or related material discharge.



Section 4: Service, Change Requests and Billing Instructions

R. J. Corman provides freight transportation to a variety of industries and commodities. We understand that each company and industry have unique needs, and that sometimes, even unexpectedly, those needs may change. Because of our experience, we are able to be flexible and provide [customers](#) with additional services, including placing orders on behalf of the customers, diverting shipments, or even expediting railcar deliveries.

In this section, we outline the standard process for ordering railcars and communicating with R. J. Corman, specifically outlining the standard communication tools, timeline, and how to request changes to already-placed orders. We also cover the expectations for providing accurate and full information on bill of lading and shipment requests.

When plans change, or if you would like for R. J. Corman to provide additional services related to billing and shipping orders, we will undertake all reasonable efforts to do so. However, we always prioritize our need to ensure the safety, efficiency, and high-quality service for all customers across our system prior to confirming our ability to execute customer's additional services.

Item 4.01 – Shipping Instructions & Notifications to/from Railroad

Notifications from Railroad

Railroad will provide notification electronically (via ShipperConnect web portal) or by email as follows:

- Railcars destined to [team tracks](#): Notice will be given to the [consignee](#) or other appropriate party when the railcar is placed.
- Railcars for [other-than-team tracks](#):
 - Notice of [constructive placement](#) will be given to the appropriate party when railcars are held on R. J. Corman tracks due to reasons attributable to the [consignor](#), [shipper](#), consignee or [receiver](#).
 - [Actual placement](#) of a railcar upon consignor, shipper, consignee or receiver tracks will constitute notice.
 - When two or more [customers](#) take delivery of railcars on the same track, notice of actual placement will be given to the appropriate consignor, shipper, consignee or receiver.
- Railcars stopped in transit: Notice will be given to the consignor, consignee, or owner responsible for the railcar being stopped upon arrival of the railcar at the stop point.
- Refused loaded railcar:

- On loaded railcars refused at [interchange](#) by R. J. Corman, R. J. Corman will notify the consignee, and it is the consignee's responsibility to advise the consignor.

Big Picture

R. J. Corman is much more than a transportation service!

Ask about:

- Transloading
- Industrial facility switching
- Warehousing & distribution
- Track or rail yard maintenance & repair
- Railcar repair
- New track installation
- Storm damage repair

- On loaded railcars refused at interchange by R. J. Corman's interchange partner, R. J. Corman will notify the consignor, and it is the consignor's responsibility to advise the consignee.

Notifications to Railroad

Consignor, consignee, or other parties must furnish R. J. Corman with [shipping instructions](#), empty railcar release information, or other disposition as applicable, electronically via ShipperConnect. The time recorded by ShipperConnect will govern.

R. J. Corman will accept shipping instructions via three methods, at no charge:

- ShipperConnect™/EBOL
- Class I website
- By using a 3rd party logistics service to submit shipping instructions on their behalf via EDI or via a

Class I website tool

For our customers' convenience, R. J. Corman accepts shipping instructions provided to our Customer Service Center via email or fax for an additional charge ([Item 4.02](#)).

R. J. Corman reserves the right to reject any unreasonable request for service, and any shipping instructions that are illegible or inadequate, whether due to poor transmission quality, incomplete or insufficient information, or otherwise.

R. J. Corman will not accept delivery of shipping or disposition instructions by any means other than the means expressly stated in this Item.

Item 4.02 – Submission of Electronic Billing on Customer's Behalf

Whenever possible, R. J. Corman will submit electronic billing to Class I railroads on behalf of our [customers](#) for their convenience, including any changes, modifications, or revisions to previously submitted billing. This service requires manual input of billing information by Railroad employees and therefore is subject to a charge per each railcar included in the submitted bill of lading. Bills of lading submitted by R. J. Corman on a customer's behalf for any [hazardous material](#) shipment will also incur an additional surcharge. The charges and surcharges associated with this service will be billed on a per railcar basis and are specified in the Price List for each Railroad.

R. J. Corman reserves the right to reject any unreasonable request for service, and any shipping instructions that are illegible or inadequate, whether due to poor transmission quality,

incomplete or insufficient information, or otherwise. R. J. Corman is not responsible for verifying information provided by customers for submission under this Item and is not liable for electronic billing errors arising from incorrect or inaccurate information provided by customers.

Item 4.03 – Proper Bill of Lading Instructions

Customers are responsible for submitting accurate bills of lading, which include important shipping instructions. An accurate bill of lading should include consignor, consignee, receiver or care of party (if different than consignee), commodity, railcar type, route and other necessary information. Bills of lading for hazardous material cargoes have additional instructions, as outlined in Item 4.04.

R. J. Corman is not responsible for verifying the information submitted on bills of lading as it pertains to railcar type, route, rates, etc., nor is R. J. Corman responsible for notifying customers of incomplete or inaccurate information. R. J. Corman reserves the right to apply the applicable rates then in effect with respect to the railcar type, commodity, and route designated.

If the customer does not properly designate the railcar route on a bill of lading, R. J. Corman will transport the railcar via an available route at our discretion between origin and destination and will not seek to obtain specific routing instructions from the customer.

Item 4.04 – Proper Billing of Hazardous Material

Customers and carriers each have responsibilities for ensuring that the billing information for hazardous material cargoes is complete and in compliance with applicable laws. Customers are responsible for providing accurate information describing the hazardous material prior to releasing the railcar to R. J. Corman. Failure to provide such information poses an unacceptable risk to the public, and customers may be subject to a charge as specified in each railroad's Price List, for each railcar loaded with a hazardous material or empty railcar that may contain hazardous material residue, tendered to R. J. Corman without a proper bill of lading, with incomplete or erroneous waybill data, or without all information specified by any governmental requirements for the safe transportation of hazardous material. This charge shall apply in addition to all other applicable accessorial charges, such as charges applicable to railcars pulled by railroad without proper bill of lading (Item 7.05).

Customer shall indemnify and hold harmless R. J. Corman from and against any and all claims, demands, liabilities, and lawsuits brought against RJC by any third party or governmental agency that seeks to hold R. J. Corman liable for any loss, damage, death, injury or statutory or regulatory violation caused or contributed to by, or resulting from or arising out of, customer's failure to fulfill its responsibilities under this Item and comply with governmental requirements.

Item 4.05 – Service Request Cut-Off Times

All service requests must be submitted to R. J. Corman within prescribed time constraints prior to the desired railcar delivery, shipment or switching date. These times, known as "cut-off"

[times](#), vary by Railroad, [day](#) of the week, etc. Questions regarding cut-off times should be directed to our Customer Service Associates via email or the centralized telephone number provided in this Tariff (found in [About R. J. Corman section](#)) or on our website.

Item 4.06 – Expedited Service

If the [customer](#) requests service for railcars for a specific date, after the prescribed [cut-off times](#), [expedited service](#) may be requested to ship or handle the railcars on that date.

R. J. Corman will undertake best efforts to provide expedited service when feasible at our sole discretion, and each applicable railcar will incur an expedited service charge. The charges associated with this service will be billed on a per railcar basis and are specified in the Price List for each Railroad.

Item 4.07 – Request for Change to Original Service Request

If a service request is received within prescribed [cut-off time](#) limits under [Item 4.05](#) and R. J. Corman receives a subsequent request for change (treated as a [reconsignment](#), [diversion](#) or [reshipment](#) order, governed by [Item 4.09](#)) after the applicable cut-off times and before the service commences, railcars affected by said change are also subject to an [expedited service](#) charge ([Item 4.06](#)).

Item 4.08 – Cancelled Railcar Orders

Because of the fluidity of the rail network and the specificity of railcar and commodity types, each railcar that is ordered must be transported by at least one rail [carrier](#), and generally by multiple rail carriers, in the course of delivery. To prevent the expense arising from unnecessary movement of railcars, [customers](#) should only order the number of railcars needed for their shipment.

However, R. J. Corman understands that customer needs may change. Customers may cancel (or reduce) a railcar order if notice is given more than seven calendar [days](#) prior to the order demand date. If the order is cancelled or modified seven or fewer calendar days prior to the order demand date, the customer shall be assessed a cancellation fee.

In addition, railcar orders will be considered cancelled if:

- Customer refuses railcars for [placement](#),
- Customer refuses railcars upon placement, OR
- Railcars are delivered as empty and subsequently released as empty (additionally, these railcars will be subject to extra switch service charges per railcar ([Item 9.02](#)), for both placing and pulling the empty railcars.

Each cancelled railcar will be subject to a per railcar fee, and demurrage will accrue from time of delivery or attempted delivery, with no free time, until R. J. Corman [interchanges](#) the railcar and [car hire](#) charges cease to accrue to R. J. Corman. The fees associated with cancelled railcars are specified in the Price List for each Railroad.

Fees will not be applied to railcars ordered and rejected due to mechanical faults or being dirty if the customer provides photographs to document the condition of the railcar and notifies R. J. Corman of rejection within twenty-four (24) hours, excluding holidays, after [actual placement](#). If rejection has not been made with the prescribed time frame, demurrage will be charged for all detention, computed as set forth in [Section 8](#).

If a railcar is ordered and placed on a [team track](#) and is not used, and no instructions are received from the party which ordered the railcar within twenty-four (24) hours from placement, the railcar may be removed by R. J. Corman and treated as cancelled by the customer as of the time of removal. Demurrage will accrue from time of placement, with no free time, until R. J. Corman interchanges the railcar and car hire charges cease to accrue to R. J. Corman.

These provisions will also apply in connection with the cancellation of railcars that are en route to be delivered or have been constructively placed.

Item 4.09 – Diversion, Reconsignment, and Reshipment Orders

Orders for [reconsignment](#), [diversion](#) and [reshipment](#) will only be accepted from:

- [Freight payer](#) (including [agents](#) and authorized representatives),
- [Consignor](#),
- [Consignee](#), OR
- Car owner/lessee.

Reconsignment, diversion, and reshipment orders should be submitted following the procedure outlined in [Item 4.01](#) for proper notifications to Railroad.

R. J. Corman will exercise commercially reasonable efforts to execute a reconsignment, diversion, or reshipment request while the railcar is in our possession, balanced by our need to ensure the efficiency of our operations and the quality of service provided to all our [customers](#). In all cases

- R. J. Corman reserves the right to refuse a request for diversion, and
- R. J. Corman cannot accept reconsignment, diversion, or reshipment requests when the affected railcar has reached an [interchange](#) with another railroad.

The charges associated with reconsignment, diversion or reshipment will be billed on a per railcar basis and are specified in the Price List for each Railroad.

On railcars held for reconsignment, diversion or reshipment, the consignee or affected party will compute time from the first 12:01 a.m. following the sending of notice.

Note of exclusion: [Turnover](#) which does not involve an additional movement of the railcar to a point beyond the confines of the same customer location or same public delivery yard is not a reconsignment for the purpose of applying this provision.

When an order is received for reconsignment, diversion, or reshipment it must contain all the necessary information to transport the shipment to its new destination. If the order for reshipment is transmitted and acknowledged, it will be considered as having been received, with time computing from, the first 12:01 a.m. after the actual date of receipt.

Item 4.10 – Changes to Previously Provided Reconsignment, Reshipment, or Diversion Orders

Requests to change or cancel previously provided [shipping instructions](#) not otherwise constituting a [reconsignment](#), [diversion](#) or [reshipment](#) are subject to the same provisions and charges applicable to a reconsignment, diversion or reshipment order under [Item 4.09](#).

A request to change or cancel a previous reconsignment, diversion or reshipment order will be handled as a new reconsignment, diversion or reshipment order that is separately subject to the provisions and charges of [Item 4.09](#).



Industrial Switching

Did you know that R. J. Corman can also provide railcar switching at industrial facilities? This service generally involves a work force and locomotives placed within a customer facility.

R. J. Corman Railroad Switching Company is equipped to maintain customer rail yards, supply and build new service tracks, and maintain all locomotive needs.

Section 5: Delivery/Placement of Railcars

Item 5.01 – First Placement Constitutes Delivery

Generally, R. J. Corman will move railcars from [interchange](#) to [customer](#) location for loading or [unloading](#) and subsequently from customer location to interchange (see [Tariff Introduction](#)).

When railcars are placed for loading or unloading at the pre-determined customer location, including on assigned sidings, [leased tracks](#), warehouses or industries, such delivery constitutes [actual placement](#) of the railcar. If the railcars are not able to be actually placed, R. J. Corman, if able, will place them at a designated alternative location and such delivery constitutes [constructive placement](#) of the railcar ([Item 5.02](#)).

The first [placement](#) of railcars, either actually or constructively, constitutes delivery. After delivery, customers may request R. J. Corman to provide additional switching service, including the service to actually place railcars that have been constructively placed, subject to an extra switch service charge, as outlined in [Item 9.02](#) of this Tariff.

Item 5.02 – Constructive Placement

When R. J. Corman attempts to deliver a railcar consigned or ordered to a [private track](#), industrial [interchange](#) track, or [other-than-team track](#) and determines upon arrival that the railcars cannot be actually placed because of a condition attributable to the [consignor](#), [shipper](#), [consignee](#) or [receiver](#) (e.g. [customer's](#) facility being full, customer's inability to accept delivery, site access issues, etc.), R. J. Corman will hold the railcar(s) for the customer at an available hold point. Such railcars held by R. J. Corman are considered constructively placed. Notice will be provided to the customer that R. J. Corman is unable to actually place and will identify the location at which the railcars are constructively placed.

Railcars placed upon track other than the track they are ordered to but still serving the customer (private track, industrial interchange track, or other-than-team track), shall be considered actually placed.

Demurrage charges will apply to constructively placed railcars in the same way as it applies to actually placed railcars.

Item 5.03 – Constructive Placement of Railcars Containing Hazardous Material

Due to the sensitive nature of railcars containing [hazardous material](#), and the additional precautions [carriers](#) must take in handling the same, if a railcar containing hazardous material is constructively placed, immediately upon notification to the [consignee](#) or [receiver](#) of [constructive placement](#), a charge per railcar will be assessed for the first twenty-four (24)

Big Rocks

Fair & Respectful Treatment

Our people are our most valuable asset. We are committed to an ever-improving, safe, and rewarding work environment free from harassment and with equal opportunities for advancement.

hours, as specified in each railroad's Price List. Daily charges applicable after the initial 24 hours will increase to amounts specified in each railroad's Price list. The increased charges will apply for each [day](#) thereafter until the railcar is spotted on assigned track for [unloading](#) as designated by consignee or receiver.

The charges specified in this Item shall apply in addition to the demurrage charges that are applicable pursuant to [Section 8](#) of this Tariff.

Work stoppage, whether caused by R. J. Corman, [customer](#), or unrelated third parties, flood, high water, or other interference or act of God will not suspend charges contained in this Item.

Item 5.04 – Special Provisions Related to Placement of Railcars Containing Hazardous Material Refused at Destination

When a railcar containing [hazardous material](#) freight is refused at destination, R. J. Corman shall, after being advised of refusal, give notice of such refusal by telephone or email:

- to the [consignor](#) or owner, when known, or
- when consignor or owner is not known, to the [freight payer](#), which [agent](#) at point of shipment, who shall promptly notify consignor.

Notice shall be provided within twenty-four (24) hours, excluding holidays and non-working [days](#). When notice is transmitted by telephone, a written record shall be maintained by R. J. Corman. When consignor or [consignee](#) utilizes an electronic device to accept messages, notification left on such a device will be considered as having been given to consignor or consignee.

Item 5.05 – Placement of Railcars on Team Tracks

For railcars placed for [loading](#) or [unloading](#) on [team tracks](#), time calculations for free time and demurrage ([Item 8.03](#), [8.04](#) and [8.05](#)) will be computed from the first 12:01 a.m. after [actual placement](#) and required notice has been sent or given to [consignor](#) or [consignee](#).

When delivery of railcars on [team tracks](#) cannot be made because railcars on hand exceed track capacity, such railcars will be held at an available point. Time of [constructive placement](#) will be computed from the first 12:01 a.m. after notice of arrival at the holding point has been provided to consignor or consignee.

Item 5.06 – Railcars Ordered or Released but Not Able to be Placed or Pulled

It is the [customer's](#) responsibility to ensure that:

- Railcars ordered are able to be placed, AND
- Railcars [released](#) are ready and able to be pulled.

If the customer orders or releases a railcar and it is determined upon arrival of the R. J. Corman crew that the railcar cannot be placed or pulled by R. J. Corman as a result of

conditions attributable to [consignor](#), [shipper](#), [consignee](#), or receiver, a charge for each railcar not able to be placed or pulled may be assessed. The charges associated with this Item will be billed on a per railcar basis and are specified in the Price List for each Railroad.

A railcar will be considered “not ready to pull” if it contains any remaining lading, [dunnage](#), [loading](#) and [unloading](#) equipment, and/or any miscellaneous debris, or loading has not been completed. Other causes that may prevent R. J. Corman crews to pull railcars include, but are not limited to:

- Railcars are blocked by other railcars or equipment
- Rails blocked or fouled
- Derails in place on track
- Malfunctioning switches
- Locked customer switches
- Locked gates
- Cars in process of being loaded, unloaded, repaired, inspected, or sealed, and
- Any other customer constraints that prevent the crews from being able to pull railcars

Charges in this Item will be assessed in addition to the charges for train delays ([Item 7.04](#)) and any other applicable charges contained in this Tariff or each Railroad’s Price List.



Section 6: Loading & Unloading Operations

Item 6.01 – Safe Loading of Railcars

Proper [loading](#) and securement of railcars is imperative for the safe transportation of freight via rail. Failure to do so creates risk for the employees of [shippers](#), receivers, and rail [carriers](#), as well as increases the likelihood of derailments and damage to equipment and property.

[Consignors](#) and shippers are responsible for safely loading railcars and securing freight. For our [customers'](#) safety and convenience, R. J. Corman provides a Customer Safety Handbook. All railcars should be loaded in accordance with [AAR Loading Rules](#), Rule 27 of the Uniform Freight Classification, UFC 6000, the R. J. Corman Customer Safety Handbook and any loading rules or instructions issued by other carriers in the route (all collectively referred to in this Section as the "Loading Rules"). R. J. Corman cannot and does not routinely inspect freight shipments to determine compliance with the Loading Rules considering the variety of different requirements that apply to each respective shipment. If R. J. Corman does inspect a shipment, it does so in general terms and takes no responsibility for hidden, latent, or patent non-compliance with the Loading Rules which, because of the unique characteristics of each shipment, are not readily recognizable except to a person with expert knowledge of the particular shipment.

Customers are liable for all damages caused to railcars, as well as all the subsequent costs incurred by R. J. Corman as a result of customers' failure to load railcars properly.

Item 6.02 – Unsafely Loaded Railcars

A railcar is unsafely loaded if it exceeds the railcar's physical limits, including by being overloaded, contains lading that is improperly secured, is leaking, or is unbalanced. A railcar is considered overloaded when it exceeds the railcar weight or track weight limits related to the route that the shipment will take.

When railcars are found to be unsafely loaded and not in conformity with the [Loading](#) Rules, according to R. J. Corman's sole discretion, a charge for each unsafely loaded railcar will be assessed and the following rules will apply regarding the status and holding of the car:

- If found while on [customer](#) or R. J. Corman tracks at the point of loading, the railcar(s) will be considered to be under continuous loading status until adjustment of the load has been made and final clearance is received for further movement.
- If found while on R. J. Corman tracks after having been removed from industry or [station](#) where loaded, the railcar will not be considered [released](#) until the load has been adjusted and final clearance has been received for further movement.

When R. J. Corman determines a railcar is unsafely loaded, we will notify the customer immediately.

Additionally:

- The customer may be given an opportunity to take corrective action, which includes customer providing R. J. Corman with the written plan for correction, within 48 hours of receipt of notification. As requested by customer, R. J. Corman may assist the customer to facilitate any corrective action that involves weight reductions, load transfers, or load adjustments at the customer's expense.
- It will be the responsibility of the [consignor](#) or [freight payer](#) to execute the corrective action to bring the railcar into conformity with the Loading Rules. R. J. Corman has no obligation to furnish any personnel, equipment or machinery that may be necessary to partially unload an overloaded railcar or otherwise adjust an improperly loaded railcar.
- If, after 48 hours, no such corrective actions are undertaken and completed, R. J. Corman shall be deemed authorized to take action(s) to correct the unsafe situation at the customer's expense, plus an administrative fee ([Item 1.02](#)).
- If an additional railcar is needed to transport part of the unsafely loaded railcar's lading, the rate for transporting that extra railcar will be determined as if it were traveling the originally billed route under the same commodity specific public price or private contract price as the original unsafely loaded railcar.

Charges may be assessed for additional services provided by R. J. Corman as a result of unsafely loaded railcars, such as extra switch service ([Item 9.02](#)), etc.

Demurrage shall accrue for each unsafely loaded railcar, according to the rules set forth in Section 8 or, at the latest, the clock will start from the time notification was sent by R. J. Corman and until customer has advised R. J. Corman that the corrective action is complete, according to the requirements of [Section 4](#). No free time will be allowed, and charges will apply for all [days](#) held, including holidays.

Item 6.03 – Railcars Found to be Overloaded Due to Weather Conditions

Where an overloaded condition is due, in part, to weather (rain, snow, ice, etc.), applicable charges under this Tariff (including but not limited to demurrage, [storage](#), switching, and reweighing) will be waived if:

- The [consignor](#) or [freight payer](#) provides a certified weight certificate showing the weight of the shipment was below the stenciled load limit of the railcar and such certificate is provided within 24 hours of notification of overload (excluding Saturdays, Sundays and Holidays), AND
- The consignor or freight payer partially unloads the railcar or otherwise eliminates the overload condition at its own expense within 48 hours of notification of overload.

Absent the timely presentation of such a certified weight certificate, all charges shall apply. If the overload condition is not remedied by the consignor or freight payer within 48 hours, all applicable charges shall apply and will be assessed after the end of the third [day](#), following the day of notification. Charges that would have been assessed during the two days shall be applied retroactively.

Item 6.04 – Railcar Dunnage & Unloading

When required to protect and make freight secure for shipment, [dunnage](#), bulkheads, partitions, and temporary doors or door protection that do not constitute a part of the car, will be furnished and installed by the [consignor](#) or [shipper](#) at its expense. Transportation charges for dunnage will be at the price applicable to the freight which it accompanies.

Prior to [release](#) of an empty railcar, [consignee](#) or receiver must ensure the railcar is properly unloaded and returned in accordance with instructions contained in this Tariff, the [Loading Rules](#) and the R. J. Corman Customer Safety Handbook. Specifically, without limitation, consignee or receiver is responsible for [unloading](#) all material from the railcar, including lading, dunnage, loading or unloading enhancement materials, or any other miscellaneous debris.

While R. J. Corman does not routinely inspect railcars, if upon receipt R. J. Corman determines there is remaining debris, material, lading, dunnage, etc. in the car, R. J. Corman will remove any remaining materials for the consignee or receiver, and consignee or receiver will be responsible for all associated removal costs plus an administrative charge ([Item 1.02](#)). When practical, R. J. Corman may offer to return the railcar to [customer](#) to provide cleaning, subject to extra switch service charges and any other applicable charges contained in this Tariff.

Item 6.05 – Proper Release of Railcars

[Release](#) of a railcar may only occur after the below railcar release instructions are complete.

Instructions

The following must be completed prior to releasing railcar(s):

- Railcars being released as loaded are properly loaded, with doors and hatches properly secured, in accordance with instructions contained in this Tariff, the [Loading Rules](#), and the R. J. Corman Customer Safety Handbook.
- Railcars being released as empty are properly unloaded, [dunnage](#) secured, railcars properly cleaned and prepared, and doors and hatches properly secured, in accordance with instructions contained in this Tariff, the Loading Rules, and the R. J. Corman Customer Safety Handbook.
- For a [customer](#) which provides its own switching, railcars are returned to the [interchange](#) track. Customer advises R. J. Corman, following proper communication procedures as provided in [Section 4](#), that the railcars, identified by number and location, are available to pull.
- When the same railcar is unloaded and reloaded,
 - Empty release information must be furnished to R. J. Corman by the [consignee](#) of the previously loaded railcar and [shipping instructions](#) must be provided to R. J. Corman ([Item 6.06](#)).
 - Railcars must be accessible to R. J. Corman's crew to pull ([Item 5.06](#)).

Railcars will be considered released to R. J. Corman at the time the request to pull is received by R. J. Corman from customer if the request is received during normal operating hours for

that location. In the case the request is received outside of normal operating hours or during a holiday, the request will be considered received (and the railcars considered released to R. J. Corman) at the time normal operations resume.

R. J. Corman utilizes electronic and mechanical devices capable of recording the date and time at which the request to pull was received from customer. This recorded date and time will govern the release date and time of the railcars.

Cars may only be released when all applicable conditions above are met. Any railcars that are not properly prepared for release or available to pull will be deemed to be in continuous loading status.

Consignees, and receivers are liable for all damage that results from failing to properly return an empty railcar and are responsible for all charges arising from an improperly returned railcar.

Item 6.06 – Railcars Unloaded and Subsequently Reloaded

When the same railcar is unloaded and subsequently reloaded, the two operations will be treated as a single continuous transaction, and free time for [reloading](#) shall be added to the free time allowed for [unloading](#), as specified in [Item 8.03](#), without the need for [customers](#) to provide empty [release](#) information when the unloading operation is complete (for example, if the free time for unloading is 48 hours and the free time allowed for [loading](#) is 24 hours, the total time allowed for unloading and subsequent reloading will be 72 hours).

Rail Success Study: Novelis & Logan Aluminum

Working extensively with Novelis, Logan Aluminum and CSX, R.J. Corman Railroad has been able to craft a custom, unit-train service that not only satisfies the transportation requirements for Novelis' aluminum ingot shipments, but also adds value to Logan Aluminum's aluminum coil supply chain.

This dedicated service reduces transit time, expense, and carbon emissions by approximately 15,000 tons annually.

Additionally, a rail shuttle between Logan Aluminum and the RJC South Union D.C. keeps all phases of the aluminum supply chain well-positioned to meet demand and intra-plant switching services at both origin and destination streamline the rail experience.



Item 6.07 – Securing Doors Hatches, Dunnage, or Tie-Down Devices

The [customer](#) is responsible for securing all doors, hatches, gates, tie down devices and [dunnage](#) on all railcars, private or railroad-controlled, prior to [release](#) ([Item 6.05](#)). Railcars, loaded or unloaded, will not be moved unless all doors, hatches, gates and tie down devices are secured.

If necessary, R. J. Corman will open or close doors, hatches, gates or secure tie down devices on empty railcars and each applicable railcar will incur a charge for this securing service.

The charges associated with this service will be assessed against the customer releasing the railcar on a per railcar basis and are specified in the Price List for each Railroad.

Item 6.08 – Inspections & Adjustments

R. J. Corman can perform inspections and make mechanical adjustments (including tightening bolts, closing gates/doors/hatches, etc.) on an as-requested basis. The charge for inspections and adjustments will be provided upon request.

Section 7: Network Management

Item 7.01 – Introduction to Network Management and Why it is Important

R. J. Corman's 19 short line Railroads, comprising over 1,350 miles of track, [interchange](#) with four Class I railroads, connecting the end-of-line [customers](#) with the 140,000 miles of rail infrastructure in the US. In addition to R. J. Corman's interchange partners, R. J. Corman also connects with side tracks, [team tracks](#), and customer-owned tracks.

The following rules and policies are in place to ensure the safety and protection of our employees and customers, the efficient transition at each point in the transportation process, and ultimately the reliability and timeliness of service to our customers.

"The railroad industry is the backbone of the freight network in the US, and it serves as the conduit for many freight moves between [shippers](#), other modes of freight transportation, and the final destination. The efficiency and reliability of this network is interconnected and requires clear communication and timeliness on each party involved."

- Ed Quinn, President & CEO, R. J. Corman Railroad Group, LLC

Item 7.02 – Access to R. J. Corman Property

No [customer](#) or third-party has a right to access any R. J. Corman track, whether leased or owned, for any purpose. Further, customers and third parties are prohibited from entering or performing any activities within Railroad right-of-way, except when there is written agreement between the parties.

If a customer or third-party accesses Railroad track or right-of-way, that third party assumes all risk of loss and indemnifies R. J. Corman against all

- damage
- cost
- liability
- judgment
- expense, including attorney's fees

in connection with any personal injury or death of any persons or loss of / damage to any property, whether employees or property of either customer, R. J. Corman, or third persons, sustained, incurred, arising, or growing out of the presence or operations of a customer or a third-party upon R. J. Corman tracks or right-of-way.

Item 7.03 – Accessing and Using Team Tracks

R. J. Corman generally permits [customers](#) limited access to [team tracks](#) for the purpose of [loading](#) and [unloading](#) railcars. However, safety has no exception: every customer and its

employees, [agents](#), and subcontractors must comply with applicable laws, regulations, safety rules, and R. J. Corman requirements while using an R. J. Corman team track facility.

Team track access will be granted only upon execution of a written agreement between R. J. Corman and each customer which incorporates the provisions of this Item.

R. J. Corman recognizes that each customer's needs are different, as are the capabilities and facilities of each location at which R. J. Corman operates, and thus the written agreement between the parties may stipulate additional terms and conditions for accessing specific team track facilities.

General Rules of Access to Team Tracks

- All the pertinent stipulations in [Item 7.02](#) also apply to this Item.
- Customers and third parties are prohibited from entering or performing any activities within Railroad right-of-way, including team track facilities, except when there is written agreement between the parties.
- As a general rule, customers may not store materials or equipment on R. J. Corman's property, except as allowed by written agreement between the parties.
- Permission to access the team track terminates immediately upon completion of loading or unloading.
- Customers shall comply with all R. J. Corman rules and policies relating to the team track and the instructions of R. J. Corman's authorized personnel.
- Upon completion of loading or unloading of a car, customers shall leave R. J. Corman's property in a safe and clean condition, removing all materials they brought onto R. J. Corman's property or removed from the railcar.
- Any damage caused by customers to R. J. Corman's property (right-of-way, laydown space, paved surfaces, etc.) will be the responsibility of the customer.
- A customer must immediately vacate R. J. Corman property if so instructed by R. J. Corman personnel.
- Crossings of R. J. Corman tracks by trucks or other equipment shall be made solely at public crossings unless prior alternate arrangements have been made with R. J. Corman's operations management personnel.

R. J. Corman will deny access to a team track if, in R. J. Corman's discretion, it is determined that the customer's use of the team track is negatively affecting the safety of the team track, other customers, or other R. J. Corman operations.

Prohibited Materials

As a general rule, the following materials shall not be placed by anyone on team tracks or on R. J. Corman property while accessing team tracks:

- [Hazardous material](#) of any kind

- Bulk liquids of any kind
- Dimensional, oversized or overweight cargo

Liability at Team Tracks

A customer assumes all risks, and agrees to defend, indemnify, and save harmless R. J. Corman and our employees from and against, all liability, losses, costs, expenses, claims, suits, and judgments, including reasonable investigation and attorney's fees, incurred in connection with:

- Injury or death of ANY person(s), including but not limited to the agents, employees, and permittees of R. J. Corman and customer,
- Loss of or damage to ANY property, including but not limited to property owned or in the care, custody, or control of R. J. Corman or customer, and
- Environmental damage,

arising from the use by a customer, its employees, agents or contractors, of an R. J. Corman team track or any associated facilities, except to the extent such injury, death, loss or damage is caused by the sole negligence, or by the gross negligence or willful misconduct, of R. J. Corman or our employees. The foregoing obligations on the part of the customer apply regardless of the cause of such injury, death, loss, or damage, or of any joint or concurring ordinary negligence on the part of R. J. Corman or our employees.

Item 7.04 – Service or Train Delays Caused by Customers

If the [customer releases](#) a railcar and R. J. Corman crews attempt to serve the customer but upon arrival determine that they are unable to perform switching service or other work for the customer due to causes attributable to the customer, R. J. Corman will work to accommodate the customer by waiting for the issue to be resolved or rescheduling the service.

- If the train crew waits while the customer corrects the issue that prohibited service, a Delay of Train charge will be assessed per hour or fraction thereof, as specified in each Railroad's Price List.
- If the train crew reschedules the service for a later time or date within the regular service the customer receives, a fee for each railcar released but not available to be pulled ([Item 5.05](#)) will be assessed, in addition to any other [accessorial charges](#) that may be pertinent, as specified in each Railroad's Price List.
- If the train crew reschedules the service outside the regular service the customer receives, an extra switch service charge ([Item 9.02](#)) will be assessed, in addition to [Item 5.05](#) and any other accessorial charges that may be pertinent, as specified in each Railroad's Price List.

Causes for delays attributable to the customer include, but are not limited to:

- Rails blocked or fouled,
- Derails in place on track,

- Malfunctioning switches,
- Locked customer switches,
- Locked gates,
- Cars in process of being loaded, unloaded, repaired, inspected, or sealed, and
- Any other customer constraints or request leading to delays.

These charges will be assessed in addition to the charges incurred due to railcars ordered or released but not able to be placed or pulled ([Item 5.06](#)) and any other applicable charges contained in this Tariff or each Railroad's Price List.

Item 7.05 – Railcars Pulled Without Proper Bill of Lading

In the interest of safe and efficient rail operations, it is the [customers'](#) responsibility to submit [shipping instructions](#) in an accurate and timely manner. Loaded railcars pulled at customer's request without proper shipping instructions will incur a charge, specified in each Railroad's Price List, assessed against the [consignor](#) or [shipper](#).

Item 7.06 – Customer Set-Back

In the event a [customer](#) requests or requires the return of railcars that were previously [released](#) to R. J. Corman (with or without proper billing instructions), the Railroad will make all reasonable efforts to return the railcars and will assess a customer set-back charge, in addition to any other applicable line-haul and/or [accessorial charges](#) specified in this Tariff.

Specifically, the following charges will be assessed and billed on a per railcar basis and are specified in the Price List for each Railroad:

- If intercepted within yard of industry and returned to [loading](#) track, or any track within confines of same industry, [intra-plant switching](#) charges apply ([Item 9.03](#)).
- If intercepted in R. J. Corman's yard or any other location on R. J. Corman and returned in regular, scheduled service to any track within confines of industry or customer, the [inter-plant switching](#) charges apply ([Item 9.04](#)). If the railcar(s) requires multiple handlings, additional extra switch service charges ([Item 9.02](#)) or other switching charges shall apply per handling per railcar.
- If intercepted at point of [interchange](#) and returned in regular, scheduled service to any track within confines of industry or customer, a set-back charge shall apply. If railcar(s) requires multiple handlings, charges shall apply per handling per railcar (each direction or leg of the move).
- Return of railcars at customers' request that require unscheduled ("extra train") or special service will be made available if possible and at the sole discretion of R. J. Corman, and applicable charges shall apply ([Item 10.01](#)).

If, after receiving a railcar in interchange from a connecting carrier, R. J. Corman is requested by the customer to return the railcar to the same carrier or give the railcar to another carrier at the interchange station, prior to the railcar departing the interchange station in R. J. Corman line-haul service or placing the railcar at an industry, a set-back charge will be assessed, in addition to any other applicable line-haul and/or accessorial charges.

Item 7.07 – Conditions Under Which Railcars May be Returned to Point of Origin or Last Interchange

R. J. Corman will make a best effort to accommodate the needs of our [customers](#) and hold railcars at customers' request or as a result of their inability to accept the railcars. However, in situations where it is impractical for R. J. Corman to continue to hold railcars, R. J. Corman may return the railcar(s) to the point of origin or last point of [interchange](#). Specifically, when the following conditions apply, R. J. Corman will return the railcars to point of origin or last point of interchange, at customer's expense:

- A railcar has been constructively placed at destination or placed in [storage](#) on R. J. Corman track because the [consignee](#) or receiver is unable to accept the car, AND
- Five (5) [days](#) have elapsed after R. J. Corman has given the consignee or receiver notice of delivery, AND
- The consignee or receiver has an outstanding balance of demurrage (on that or other railcars), AND
- R. J. Corman has not granted credit to the consignee or receiver or has revoked the consignee/receiver's privilege of credit.

When R. J. Corman returns railcars to the origin or the last point of interchange, we do so without accruing any liability to the consignee or receiver or any other railroad and without relieving the consignee or receiver of liability for the accrued line-haul charges, demurrage, [private railcar storage](#), or any other applicable charges.

The return of a loaded railcar shall incur linehaul charges.

The return of an empty railcar shall incur Customer Set-Back Charges described in [Item 7.06](#).



Section 8: Demurrage & Private Railcar Storage Charges

Item 8.01 – Introduction and Purpose of Demurrage & Private Railcar Storage

Asset utilization is a joint effort between R. J. Corman and our [customers](#). R. J. Corman works constantly to monitor and maximize the utilization of the equipment that we control, including the locomotives, track, and related equipment. Customers should also monitor and maximize the utilization of the equipment they can control, specifically, the railcars they order and utilize.

Demurrage and railcar [storage](#) are charges utilized by railroads to encourage the timely [loading/unloading](#) and subsequent [release](#) of railcars through proper planning and efficient operations. Together, the daily charges cover the cost of the extended use of the asset by the customer and are necessary to prevent the railcars from sitting idly during the process and railroad tracks from getting clogged with unused equipment. In turn, this maintains the fluidity of the rail network and ensures cost effective, safe, and reliable freight transportation for all of our customers.

Demurrage charges will be assessed on a per railcar per [day](#) basis for the extended use of [railroad-controlled railcars](#) for the time beyond the free time ([Item 8.03](#)) generally granted for efficient unloading/loading activities.

Demurrage is applied to all railroad-controlled railcars that are constructively placed, being loaded/unloaded at customer sites, held for customer instructions, or otherwise held at the origin or destination for causes attributable to the customer.

[Private railcar storage](#) charges will be assessed on a per railcar per day basis for the extended holding of private railcars on R. J. Corman tracks. Private railcar storage charges are applied to all private railcars waiting on a Railroad's tracks; usually for loading, unloading, [constructive placement](#), or held awaiting shipment instructions.

The terms and rules in this Tariff govern the allowance of free time and assessment of charges for demurrage and private railcar storage when railcars are held beyond free time or when no free time is provided. The specific demurrage and private railcar storage charges are specified in each Railroad's Price List.

Item 8.02 – Holding Railcars, Demurrage, and Storage

The status of a railcar at the time it is [detained](#) determines the purpose for which the railcar is being held and the rules that apply to it. All railcars (railroad-controlled and private) held for or by [consignors](#), [shippers](#), [consignees](#), receivers or other parties responsible for the [loading](#) or [unloading](#) are subject to the [demurrage](#) rules and charges in this section, regardless of the reason for which the railcars are being held, with the following exceptions:

- [Private railcars](#) held on private or [leased tracks](#),

- Railcars that are assigned to [customers](#) which are returned empty to point of assignment while subject to [storage](#) rules, or
- Railcars rejected due to mechanical faults or being dirty or unfit for loading, if the customer provides photographs to document the condition of the railcar and notifies R. J. Corman of rejection within twenty-four (24) hours, excluding holidays, after [actual placement](#) ([Item 4.08](#)).

To ensure a fluid network, railcars may be held at a location other than the location at which the railcars were received.

Demurrage and private railcar storage will be assessed in addition to all other [accessorial charges](#) or fees as stipulated in this Tariff.

Item 8.03 – Free Time Allowance for Loading & Unloading

Each railcar will be given free time as stated below, unless otherwise noted in a written private agreement. Free time will be computed from the first 12:01 a.m. after [actual placement](#) or after [constructive placement](#). In all cases, before the expiration of free time, holidays (identified in [Item 1.06](#)) will be excluded from time calculation. After free time has expired and [demurrage](#) or private railcar storage is being incurred, non-service [days](#), weekend days, and holidays are included in calculating time.

Railroad-Controlled Railcars:

- Empty, held for [loading](#): 24 hours free
- Loaded, held for [unloading](#): 48 hours free

Private Railcars Held on Railroad Track:

- Empty held for loading: 24 hours free
- Loaded held for unloading: 48 hours free

Item 8.04 – Demurrage Application & Computation

Generally, [demurrage](#) charges are assessed on [railroad-controlled railcars](#) that are being held on [customer](#) or R. J. Corman tracks for causes attributable to the customer. Specifically, the customer may incur demurrage charges when:

- Railroad-controlled railcars are held at customer site for [loading/unloading](#) activities that last beyond the free time allowed,
- Railroad-controlled railcars cannot be delivered to the customer due to any customer-caused condition that prevents delivery and results in the railcars being constructively placed ([Item 5.02](#)),
- Railroad-controlled railcars were placed at customer site as empty and subsequently [released](#) by the customer as empty ([Item 4.08](#)),
- Railroad-controlled railcars are [tendered](#) to customer and subsequently refused or cancelled by the customer ([Item 4.08](#)),

- Railroad-controlled railcars are held due to being misloaded or overloaded or awaiting load transfer or adjustment ([Item 6.02](#)), or
- Railroad-controlled railcars are held due to incomplete or improperly submitted Shipping Instructions or awaiting change(s) to the Shipping Instructions.

After the expiration of applicable free time ([Item 8.03](#)), demurrage begins accruing immediately on each railcar that was held by the customer, with partial [days](#) rounded up to a whole day. Demurrage is calculated by multiplying together the number of railcars held, the number of days held, and the demurrage fee. The demurrage charges are specified in each Railroad's Price List.

In addition to demurrage charges, railcars held for purposes other than loading and unloading may be subject to additional charges as outlined in this Section.

Item 8.05 – Private Railcar Storage Application & Computation

[Private railcar storage](#) charges are applied when private railcars are stored or held on R. J. Corman's tracks, including when held for [constructive placement](#) or awaiting [customer](#) advice for delivery, except when pre-arranged through contract for the purpose of [storage](#).

Private railcar storage begins to accrue when:

- Private railcars are on R. J. Corman tracks after expiration of allowed free time ([Item 8.03](#)), whether being held for constructive placement or awaiting [diversion](#), [reconsignment](#), or [reshipment](#) orders, or
- Loaded or partially loaded railcars are moved from [private tracks](#) at customer's request without proper Shipping Instructions ([Item 7.05](#)).

Private railcar storage begins accruing immediately on each private railcar that was held on R. J. Corman tracks after the expiration of any applicable free time, or from the first 12:01 a.m. after railcars are moved, until forwarding instructions are furnished or railcars are placed on private track on advice from customer, with partial [days](#) rounded up to a whole day. Private railcar storage charges are calculated by multiplying together the number of railcars held, the number of days held, and the private railcar storage fee. The private railcar storage fee is specified in each Railroad's Price List.

Private railcar storage charges will stop accruing at the time the diversion, reconsignment, or reshipment order is received, or at the time advice is given R. J. Corman to place such private railcars onto private tracks to which consigned.

Diverted, reconsigned, or reshipped railcars will be given no additional free time. Refer to Section 4 for information and charges associated with reconsignment, reshipment, and diversion.

Private railcar storage does not apply to private railcars held on private tracks.

Item 8.06 – Temporary Holding of Railcars

To best support our [customers'](#) operations, R. J. Corman will work with our customers to facilitate the temporary holding of railcars on our track and yard infrastructure, when possible, on an as-available basis and when it will not affect the fluidity of our network or quality of service to all customers.

Orders to hold railcars will be accepted only if the railcar is in R. J. Corman's possession and has not yet been placed/[interchanged](#) or classified for delivery to the [consignee](#), switching railroad, or connecting [carrier](#).

Orders to hold railcars will only be accepted from:

- The [freight payer](#) or its authorized representative/[agent](#),
- Consignee, if issuing instructions for delivery within the switch limits of the destination of record, OR
- Owner/lessee of private empty equipment ([Umler](#)® is the only reference file from which ownership or lease information will be accepted).

Railcar will be held at a location of R. J. Corman's choosing. Notice of arrival will be given to the party which requested the railcar hold when the railcar reaches the holding [station](#).

[Demurrage](#) or [private railcar storage](#) time will accrue after expiration of free time ([Item 8.02](#)), until the railcars are [released](#), rebilled, re-consigned, or otherwise disposed of by the customer or an authorized party. Any additional switches requested by customer while the railcars are being held will be subject to additional charges as outlined in this Tariff.

If subsequent to storing the railcars, notice is submitted to R. J. Corman for [reconsignment](#), [diversion](#), or [reshipment](#), charges for those services shall be assessed in addition to any applicable private railcar storage or demurrage charges, as specified in Section 4.

Item 8.07 – Railcars Held for Shipping Instructions

When railcars are received from [private tracks](#) or connecting railroad and held by R. J. Corman awaiting shipping instructions or other disposition, no free time will be provided for purposes of computing [demurrage](#) or [private railcar storage](#). Demurrage charges shall begin accruing at the time the railcars are [interchanged](#) or pulled from private tracks until proper shipping instructions or other disposition instructions are provided.

Item 8.08 – Extensive or Excessive Detention of Railcars

If holding railcars (railroad-controlled or private) for an extensive amount of time or holding an excessive number of railcars for the [customer's](#) convenience (i.e. for [constructive placement](#), for [loading](#) or [unloading](#), or as otherwise requested/needed by customers), on Railroad owned or [leased tracks](#) creates an operational burden for R. J. Corman or unduly extends the time for which the railcars cannot be utilized in freight transportation, the excess railcars will be moved at R. J. Corman's discretion and subject to applicable additional switching charges to and from a [storage](#) location or [interchange](#) point.

If a customer, or R. J. Corman on behalf of the customer, detains railcars for an extensive amount of time and/or in excessive number, Extensive Detention and Excessive Detention charges will also apply, in addition to [demurrage](#) and any other applicable charges.

R. J. Corman will notify the customer when the railcars held exceed the thresholds and additional charges begin accruing.

8.08.01 – Extensive Detention

When railcars are held by customer for more than 10 [days](#), and such extensive detention creates operational burdens for R. J. Corman, additional charges may be assessed per railcar per day beginning on the eleventh day. The charges associated with this detention are specified in the Price List for each Railroad and will be assessed regardless of whether the railcars are held on R. J. Corman or [private track](#). Extensive detention does not apply to [private railcars](#) held on private track.

8.08.02 – Excessive Detention

When R. J. Corman holds more than two times the number of railcars that can be held or handled daily at a [consignee's](#) or receiver's facility, an additional charge per railcar per day may be assessed for all railcars that exceed the threshold level. The charges associated with this detention are specified in the Price List for each Railroad. When the consignee's or receiver's constructively placed railcars fall below the level stated above, R. J. Corman will cease the excess daily charges, effective that day.

Item 8.09 – Holding Heavy-Duty Flat Railcars

Due to their nature, heavy-duty flat railcars require special handling and planning during transport as well as for any time while being held by R. J. Corman short of the destination. If heavy-duty flat railcars are constructively placed on R. J. Corman tracks, or if a [customer](#) requests R. J. Corman to hold heavy-duty flat railcars, R. J. Corman will accommodate, if able, and may assess additional charges per railcar per [day](#). This charge is in addition to the [demurrage](#) or [private railcar storage](#) charges ([Item 8.04](#) and [Item 8.05](#)).



Section 9: Customer Switching

Item 9.01 – General Provisions

The cost for a line-haul move of railcars includes one (1) switch for the delivery and one (1) switch for the pick-up of railcars, either into or out of the [customer's](#) facility or another agreed upon point for [loading](#) or [unloading](#).

The charges, as outlined in this Tariff, as well as all related costs will be billed to the customer for any additional switches required or requested, including switches for constructively placed railcars that a customer orders but cannot receive at time of initial delivery by R. J. Corman.

Railcars containing [hazardous material](#) that require additional switches will incur additional surcharges pursuant to [Item 9.07](#), in addition to the other charges outlined in this Section.

Customers can ensure cost effectiveness and efficiency of their freight transportation by properly planning their railcar deliveries and planning their loading/unloading operations in a way that minimizes the need for additional switches.

Item 9.02 – Extra Switch Service

Extra switch service is the additional movement of any railcar, regardless of load status or private or railroad-controlled, for [customers](#) for any purpose after delivery has been made, other than [intra-plant switching](#), [inter-plant switching](#), or the pick-up of [released](#) railcars.

Extra switch service includes railcars moved for [actual placement](#) or as otherwise requested by the customer after being held for [constructive placement](#), [storage](#), or any other temporary hold status as necessary or requested.

The charges associated with this service will be billed on a per railcar basis and are specified in the Price List for each Railroad.

Item 9.03 – Intra-plant Switching

After delivery of loaded or empty railcars at a [customer](#) facility, a customer may request switching of railcars within the facility for the convenience of their operations, and R. J. Corman will make best efforts to accommodate the request as expediently as possible.

[Intra-plant switching](#) is defined as:

1. Movements requested by customer from one spot or track to another on industry tracks within the customer's facility when Railroad switching is required to place the railcar into the requested position, or
2. Re-spotting railcars for [loading](#) or [unloading](#).

The charges associated with this service will be billed on a per railcar, per movement basis and are specified in the Price List for each Railroad.

Item 9.04 – Inter-plant Switching

After delivery, a [customer](#) may request [inter-plant switching](#) of a railcar from the location where [loading/unloading](#) occurs to a separate fixed facility or track owned/controlled by the customer, so long as both locations are served by the same R. J. Corman Railroad.

R. J. Corman will make the best efforts to accommodate the request as expediently as possible.

The charges associated with this service will be billed on a per railcar basis and are specified in the Price List for each Railroad.

Item 9.06 – Switching Into and Out of Storage

R. J. Corman can provide railcar [storage](#) over a large geographical region. Storage is subject to R. J. Corman's discretion, and the execution of an appropriate railcar storage agreement with R. J. Corman. For railcars that are delivered to R. J. Corman for the sole purpose of being stored on R. J. Corman's track, R. J. Corman will charge a storage switch fee per railcar as specified in each Railroad's Price List, for each switch into and out of storage. Charges and terms specified in private written agreements supersede the charges and terms in this Item.

Item 9.07 – Switching Railcars Containing Hazardous Material

Cars loaded with [hazardous material](#) will be subject to additional per railcar surcharges, assessed in addition to all other switching charges outlined in this Section, when extra switch service, [intra-plant switching](#), [inter-plant switching](#), and [storage](#) switching are conducted by R. J. Corman.

A surcharge per railcar will be assessed for railcars containing [TIH/PIH](#) material, as specified in each Railroad's Price List.

A surcharge per railcar will be assessed for railcars containing hazardous material other than TIH/PIH.

The surcharges specified in this Item apply to loaded, partially loaded or residue railcars containing TIH/PIH or any other hazardous material.

Fees and terms specified in private written agreements supersede the surcharges and terms in this Item.

R. J. Corman reserves the right to refuse switching of railcars containing hazardous material that are deemed in R. J. Corman's sole consideration as unsafe for handling or otherwise not in compliance with applicable [governmental requirements](#).

Section 10: Special Ancillary Services Requested by Customers

R. J. Corman, as laid out in our core value of [Customer](#) is #1, strives to continue to raise the bar on customer service and be an innovative leader in the industry. Accordingly, R. J. Corman takes pride in being a One Source service provider to our customers and always welcomes the opportunity to work with our customers to provide additional services as needed and develop innovative solutions for customers' unique situations.

Item 10.01 – Unscheduled Switching Service

[Customers](#) may request unscheduled switching for service outside of scheduled operations.

R. J. Corman will make best efforts to accommodate the request for the unscheduled switching service at Railroad's sole discretion.

Customers who would like to request R. J. Corman to perform switching services outside of, or in addition to, normal scheduled operations must do so in writing, at least 24 hours in advance for service Monday - Friday, and at least 48 hours in advance for service on Saturdays, Sundays, or a holiday. Such service will be charged on an hourly basis for the amount of time required to provide the service, at the rate specified in each Railroad's Price List, with a minimum charge of \$3,500 for each train or switch.

Service outside of normal hours includes but is not limited to Saturdays, Sundays and holidays.

This Item applies to unscheduled terminal or customer switching service, where essentially the same service that is performed during scheduled operations is performed outside the scheduled operation, without any additional work involved. For example, on R. J. Corman Railroads offering service Monday through Friday, each Railroad may, at its sole discretion, make available at customer's request [unscheduled service](#) between the hours of 12:01 a.m. Saturday through 11:59 p.m. Sunday, that is essentially the same as the service offered during scheduled Monday through Friday operations.

Unscheduled switching service is not to be confused with "special train service" ([Item 10.02](#)), which is materially different from regularly offered service. For example, moving over-weight or dimensional freight, moving an entire train (more than 15 railcars) between two [stations](#) on an R. J. Corman Railroad that are more than one mile apart, or between [interchange](#) and customer location, moving freight that requires special engineering clearance, or moving freight on specialized railcar types or requiring special arrangements (e.g. heavy-duty flats, freight requiring buffer or idler railcars, etc.), is "special train service," whether it moves in scheduled service or as an extra train.

Unscheduled switching service also is not to be confused with "extra switch service" ([Item 9.02](#)), which involves the additional movement of a railcar after initial delivery has already been made.

Item 10.02 – Special Train Service

Special train service is defined as trains operated on behalf of a [customer](#) between two separate [stations](#) on an R. J. Corman Railroad that are more than 1 mile apart, or trains operated outside of normal R. J. Corman operational parameters, such as for [dimensional loads](#), railcars that have excessive weight, high center of gravity, or any other condition not permitting normal train operation, whether on an expedited schedule or under other special requirements specified by the customer or an [agent](#) thereof. Special train service is customized to specific requirements and is different than unscheduled switching service ([Item 10.01](#)).

The planning required to transport specialized freight is significant and at times special motive power and crews may be needed. Because of the additional operating challenges, the proper planning and personnel must be dedicated to ensuring the safety and efficiency of such moves, as well as the safety and efficiency of our network operations.

R. J. Corman will, to the best of our ability, work with customers to accommodate their special train service when practical. To request special train service, the following conditions must be met:

- The customer provides written notice to R. J. Corman no less than 30 [days](#) in advance of the requested movement.
- The customer contacts other railroads involved in the move and ensures compliance with their requirements, limitations, and charges and furnishes R. J. Corman the other railroad's permission for access to their network if the special train service extends beyond R. J. Corman's network. If special train service involves a Class I railroad, R. J. Corman will only consider the request after permission has been granted by the interchanging Class I railroad.

When dedicated special train service is requested by customer for any condition not permitting normal train operation, R. J. Corman may perform special train service between stations on R. J. Corman or between stations on R. J. Corman and junctions with connecting lines.

If a special train service request is granted, a special train service charge will be assessed at the time the request is made in addition to the negotiated line-haul charges and all other charges associated with the shipment. The charge for special train service is specified in each Railroad's Price List.

R. J. Corman reserves the right to accept, reject, or condition all requests for special train movements on our network. If R. J. Corman is able to accommodate the customer's request, it reserve the right to fill out such trains with additional railcars.

Item 10.03 – Railcar Weighing

On Railroads where R. J. Corman has a scale and the capability to weigh railcars, it will do so when requested by [customers](#). A charge per railcar will be assessed for weighing railcars, as specified in each Railroad's Price List, in addition to any other switching or [accessorial charges](#) that may be incurred as a result of the weighing service.

Item 10.04 – Scale Test Railcars

Scale or test railcars moving as a single load in regular, scheduled train service, when no load in favor of R. J. Corman is generated, shall be charged to the [customer](#) or affected party receiving such railcars. The charges associated with this service will be billed on a per railcar basis and are specified in the Price List for each Railroad.

Item 10.05 – Turning Railcars / “Wye Turnaround” Charge

[Consignors](#) and [shippers](#) should load railcars in a manner that [unloading](#) can be accomplished from either side of the equipment. Because of the additional work required to turn a car, orientation instructions will not be accepted by R. J. Corman nor will such instructions influence operational handling.

If needed for convenience of [loading](#) or unloading after delivery at origin or destination, [customers](#) may request a repositioning called “turning car” or “Y” service. If R. J. Corman is able to accommodate, a charge will be assessed for each railcar that R. J. Corman turns. The charges associated with this service will be billed on a per railcar basis and are specified in the Price List for each Railroad.

Item 10.06 – Empty Railcar Movement Charge

If a [customer](#) ships a railcar as freight moving on its own wheels, either for repair or otherwise, when no load in favor of R. J. Corman is generated, the customer shall be charged an Empty Railcar Movement fee, as specified in each Railroad’s Price List. Charges will be computed as one-way movements, each way if applicable.

Item 10.07 – Idler & Buffer Railcars

When idler or buffer railcars are included with [customers’](#) shipments for any reason, an additional charge will be assessed for handling each such idler railcar, as specified in each Railroad’s Price List.

[Car hire](#) charges for buffer or idler railcars, if any, will be assessed against the party that requested the move of the buffer or idler railcars or, if not identified, the [freight payer](#) of the associated revenue railcar movement.

If R. J. Corman must cut the idler or buffer railcars out and return them to the point of [interchange](#), a separate fee shall be assessed as specified in each Railroad’s Price List.

R. J. Corman has no obligation to provide idler or buffer railcars.

Item 10.08 – Use of Heavy-Duty Flat Railcars

Due to their nature, heavy-duty flat railcars require special handling and planning during transport as well as for any time while being held by R. J. Corman short of the destination. When heavy-duty flat railcars (flat railcars with [AAR](#) mechanical designation FD, FW, FM, FG) or railcars with a capacity of 200,000 pounds or more are used on shipments originating or

terminating at [stations](#) on R. J. Corman, charges for handling of such railcars will apply in addition to all other charges associated with the shipment, including special train service charges under [Item 10.02](#), and supplemental holding or [demurrage](#) charges, as specified in [Item 8.09](#).

The charges associated with heavy-duty flat railcars will be billed on a per railcar basis and are specified in the Price List for each Railroad. R. J. Corman has no obligation to provide heavy-duty flat railcars.

Section 11: Rail-to-Rail Relationships

Item 11.01 – Failure to Pull Interchange

To ensure safe and efficient operations, R. J. Corman will coordinate [interchange](#) activities with connecting [carriers](#). Failure by connecting carriers to pull railcars interchanged at the agreed upon time will entitle R. J. Corman to charge connecting carriers a fee per railcar per [day](#) as specified in each Railroad's Price List. Charge to be computed from the first 12:01 a.m. after railcars are interchanged until pulled by connecting carrier.

Item 11.02 – Interchange Set-Back Charges – Railroad Error

In the event R. J. Corman receives railcars from connecting carrier in error, without necessary forwarding instructions, or for purposes other than interchange to/from R. J. Corman, AAR Car Service Rule #7 applies. If railcars are returned, forwarded or require holding, R. J. Corman may assess charges against the carrier that misdelivered the railcars to us, as specified in each Railroad's Price List.

Item 11.03 – Improper Railcars Furnished for Loading by Other Carriers

Railcars furnished to R. J. Corman by connecting [carriers](#) that have been ordered for [loading](#) by R. J. Corman [customers](#), or by R. J. Corman on behalf of our customers, and that are subsequently rejected by the customer due to improper railcar type or condition will be returned to the connecting carrier. In such case, R. J. Corman will assess a per railcar fee against the connecting carrier that provided the car(s), as specified in each Railroad's Price List.

SOLUTIONS Provider: Aluminum & Steel

To better serve customers, R. J. Corman modified railcars for specialty use for commodities like aluminum ingots and coiled steel.



Section 12: Definitions & Glossary of Terms

The following definitions are offered solely as a reference to certain words and phrases to aid in the reading and understanding of this Tariff and are not intended to serve as complete definitions or concepts applicable in all settings.

AAR

Association of American Railroads, a railroad policy, research, standard setting and technology organization that focuses on the safety and productivity of the U.S. freight rail industry.

AAR Loading Rules

Publications of the AAR establishing standards for the safe, uniform, and economical securement of commodities transported in open-top railcars, closed-top railcars, tank cars and intermodal equipment, including:

- Open Top [Loading](#) Rules Manual
- Damage Prevention Circular 42
- Closed Car Loading Guide
- Damage Prevention Circular 43
- Casualty Prevention Circular 1245 Pamphlet 34 BOE
- Intermodal Loading Guide

Actual Placement

The [placement](#) of a railcar at origin or destination, or any other agreed upon point, for [loading](#) or [unloading](#).

Agent

Any third party acting under the direction of or on behalf of a customer with respect to a function, obligation or service under this Tariff or a contract with R. J. Corman.

Accessorial Charge

Charges for service rendered by R. J. Corman such as switching, [demurrage](#), weighing, [diversions](#), etc. which are in addition, supplemental or ancillary to normal line-haul transportation charges.

Car Hire

When an equipment owner “rents” out a railcar to be used by railroads, and the railroads then compensate the equipment owner based on factors such as time and mileage.

Carrier

R. J. Corman and any other participating rail common carrier.

Consignee

The party to whom a shipment is consigned (the party entitled to receive the shipment). The consignee is usually, but does not have to be, the receiver.

Consignor

The party in whose name a railcar is ordered for [loading](#); the party consigning a shipment; or the party who furnishes shipping instructions. The consignor is often, but not always, the [shipper](#) and/or [freight payer](#).

Constructive Placement

The holding of a railcar on R. J. Corman's tracks when [actual placement](#) of the railcar is not possible due to causes attributable to the [Customer](#), in whole or in part.

Contract of Carriage

The contract or quasi-contract for transportation established by the shipping instruction, whether pursuant to common [carrier](#) pricing or a commercial contract between a [customer](#) and R. J. Corman and/or a connecting carrier.

Customer

Any party that requests, initiates, accepts delivery of, or is responsible for payment for a railcar movement or accessorial service performed by R. J. Corman. Includes any [consignor](#) or [shipper](#) at origin; any [consignee](#) or receiver at destination; or [freight payer](#). References herein to [customer](#) include any [agent](#) of customer.

Cut-Off Time

The time of [day](#) when a [customer](#) must have instructions or advice into Railroad.

Day

A twenty-four (24) hour period (calendar day), or part thereof.

Detained

A railcar that is not [released](#) by the [customer](#) within the time allocated for [loading/unloading](#).

Demurrage

Charges imposed for the extended use of rail-controlled assets (e.g. railcars), attributable to the [customer](#).

Dimensional Load

A railcar shipment that exceeds R. J. Corman's standard clearances for a specific route of movement.

Diversions

The issuance of a new shipping instruction by the [consignor](#), [shipper](#) or [freight payer](#) that changes the [consignee](#), receiver or freight payer of a railcar or changes the destination of a railcar. In a specific sense, Diversion refers to changes in consignee, receiver or destination made while a railcar is in transit. See also: [Reconsignment](#)

Dunnage

Inexpensive or waste material not permanently attached to a railcar that is used to load, protect, and/or secure cargo during transportation.

Expedited Service

Car pickup or placement on a specific date that is submitted after the cut-off time prescribed for said service date.

Force Majeure Event

The following conditions are, or are deemed to be, [Force Majeure Events](#): Act of God; authority of law; labor dispute; weather impediments; explosion; war; insurrection; threatened or actual

act of terrorism; or other like causes beyond one's reasonable control. Downturns in the economy and changes in market conditions are NOT considered force majeure conditions. Force majeure cannot excuse non-compliance with safety requirements and regulations.

Freight Payer

The party primarily responsible for paying the line-haul freight charges for transportation provided by R. J. Corman and/or other [carriers](#).

Governmental Requirements

Any and all laws, regulations, governmental rules, and orders.

Hazardous Material

All materials designated on the U.S. Department of Transportation Hazardous Materials Table, 49 C.F.R. § 172.101, as amended from time to time, requiring the use of 4-digit UN/NA identification number on shipping documents, placards or panels, including hazardous substances and hazardous waste.

Interchange

Tracks joining two railroads which act as an official hand-off point for exchanging railcars from one railroad destined for the other railroad.

Inter-Plant Switch

The movement of railcar from one facility to another facility of the same [customer](#) where both facilities are located on Railroad's lines at the same [station](#). This includes the movement from an industry [leased track](#) to an industry facility.

Intra-Plant Switch

The movement of a railcar within the confines of an industry facility; a switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or industry; re-spotting railcars for [loading](#) or [unloading](#).

Intra-Terminal Switch

A switch movement of loaded or empty, railroad or privately controlled equipment (other than an intra-plant switch) from one track to another track of the same railroad or between tracks of an industry and track of the railroad or between the tracks of two separate industries served by the same railroad.

Leased Track

A track assigned to a user through written lease agreement; considered the same as a [private track](#) for [demurrage](#) purposes.

Loading

The complete or partial loading of a railcar in conformity with applicable loading and clearance rules.

Other-Than-Team Track

Any rail track or portion of a track assigned for individual or joint use of a specific [customer](#) or customers, including privately owned or [leased tracks](#).

Placement

Refers to either [constructive placement](#) or [actual placement](#).

Private Railcar

A railcar that is not owned or leased by a rail common [carrier](#).

Private Railcar Storage

The fee imposed for the occupation of R. J. Corman's owned or controlled tracks by a private car.

Private Track

Tracks that are not owned or leased by R. J. Corman.

Railroad-Controlled Railcar

Any railcar owned or leased by a rail common [carrier](#) and bearing railroad reporting marks.

Receiver

The party to which a railcar shipment is to be physically delivered at destination. The receiver is usually, but does not have to be, the [consignee](#), and may instead be the [agent](#) of the consignee.

Reconsignment

The issuance of a new shipping instruction by the [consignor](#), [shipper](#) or [freight payer](#) that changes the [consignee](#), [receiver](#) or freight payer of a railcar or changes the destination of a railcar. In a specific sense, Reconsignment refers to changes in consignee, receiver or destination made while a railcar is not in transit (either prior to or after arrival at original destination). [Diversion](#) refers to changes made while a railcar is in transit.

Reshipment

The issuance of new shipping documents, replacing previously issued shipping documents, whereby the same railcar is forwarded to a new destination.

Release

Occurs when R. J. Corman is advised that a railcar, identified by number and location, is empty, or when new shipping instructions for a loaded railcar are received. Railcars may only be released when accessible to R. J. Corman's crew to pull.

Reloaded Railcar

A railcar that is unloaded and then reloaded without having been removed from the [customer's](#) premises whether or not a [release](#) was given to R. J. Corman when the railcar was empty.

Reloading

When a railcar that has been unloaded by a [customer](#) is held for [loading](#) by the same customer.

Shipper

The party from which a railcar shipment is physically received at origin. The shipper is usually, but does not have to be, the [consignor](#), and may instead be the [agent](#) of the consignor.

Shipping Instructions

Instructions given to Railroad containing all the information necessary to transport a shipment to its final destination. Usually contained in a bill of lading.

Sidetrack

Any [private track](#) that provides access to a [customer](#) facility.

Station

A point originating or receiving freight shipments and designated by a Standard Point Location Code (SPLC) and a Freight Station Accounting Code (FSAC).

Storage / Private Railcar Storage

A charge imposed by R. J. Corman for the occupation of R. J. Corman's tracks (owned or R. J. Corman-controlled) and property.

Team Track

Any tracks owned or controlled by R. J. Corman that are designated by R. J. Corman as tracks where railcars may be loaded or unloaded from time to time, on a non-exclusive basis, by multiple parties.

Tender

The notification of arrival or [constructive placement](#), or the [actual placement](#), of an empty or loaded railcar at a [customer](#) facility; or the notification, by a customer to a [carrier](#), that a railcar is ready for pick-up.

TIH/PIH

[Hazardous material](#) defined as toxic by inhalation or poisonous by inhalation pursuant to 49 C.F.R. § 171.8, including any material identified as an inhalation hazard by a Special Provision Code of 1 thru 6 or 13 in Column 7 of the U.S. Department of Transportation Hazardous Materials Table, 49 C.F.R. § 172.101, as amended from time to time, including anhydrous ammonia.

Time

The time lawfully in effect in the community where a railcar is held.

Turnover

An order for delivery to another party.

Umler®

A central database repository for registered rail and intermodal equipment in North America that provides the physical characteristics of equipment and inspection data needed for safe routing, [loading](#) capabilities, equipment management and rating information for [car hire](#) accounting. Maintained by Railinc Corporation, a wholly-owned, for-profit subsidiary of the

Association of American Railroads. Formerly known as the Universal Machine Language Equipment Register.

Unloading

The complete unloading of a railcar and advice received from [consignee](#) or [receiver](#) that the railcar is empty and available to R. J. Corman.

Unscheduled Service

Service provided outside of the Railroad's normal scheduled operations at a specific request of a [customer](#), where essentially the same service that is performed during scheduled operations is performed outside the scheduled operation without any additional work involved.