



RAILWAY
General Tariff

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RATE PUBLICATION INFORMATION – SECTION IV
(ORIGINAL)

RATE PUBLICATION INFORMATION

Prices are subject to increase, change or expiration. Any change to the prices will be shown in supplements to or a reissue of Subscribing Carrier's public price documents.

Except as otherwise noted, ancillary charges contained in other documents will apply.



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(ITEM – 1000) CURRENCY

Prices are stated and payable in U.S. funds.

(ITEM – 1001) ALTERNATION / NONALTERNATION OF PUBLICATION

Rail Transportation Contracts take precedence over prices published herein for the same commodities over the same routes.

Prices published in this public Price List will alternate with prices, with similar price conditions, published in other public price documents.

(ITEM – 1002) ALTERNATION OF PRICES

Prices in a Subscribing Carrier's public price publication will alternate with other prices, with similar price conditions, in that publication, unless otherwise specified in an alternation provision documented in the Subscribing Carrier's public price documents.

(ITEM – 1003) CONFLICT OF RULES

The rules in this document will take precedence over rules contained in other separate publications when shipments move under the prices contained in a Subscribing Carrier's public price document.

(ITEM – 1004) DESCRIPTION OF COMMODITIES AND INSPECTION

The description of commodity(s) on the Shipping Document will conform to the Standard Transportation Commodity Code (STCC) and show the STCC Number(s). When different prices are provided for the same commodity(s) according to the type of packing or package, the type of packing or package should be shown.

The Carrier(s) reserve the right to inspect shipments to determine applicable prices. When the commodity(s) are found to be incorrectly described, freight charges will be collected according to the proper description.



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(ITEM – 1005) EMERGENCY ROUTING

When in the case of pronounced traffic congestion (not an embargo), washout, wreck or other similar emergency, or through Carriers' error, Carriers forward shipments via other junction points of the same Carriers or via the lines of other Carriers party to the Price List, the price to apply will be that specified in this Price List, but not higher than the price applicable via the route of movement.

(ITEM – 1006) FUEL SURCHARGE

Fuel surcharges as provided for in the Subscribing Carrier's Fuel Surcharge Publication as of the date of shipment tender shall apply.

(ITEM – 1007) INTERNAL ROUTING

Prices or routes published herein, to, from or via stations on Subscribing Carrier, while on the rails of the Subscribing Carrier, are applicable only over the shortest distance between the stations where transportation is performed by the Subscribing Carrier, except as otherwise specifically authorized by other agreement(s), or unless handled out of route for Carrier's convenience.

(ITEM – 1008) INCORPORATION OF DOCUMENTS

Prices subject to rules and conditions of Railway Equipment Register, STCC 6001, OPLS 6000, UFC 6000.

(ITEM – 1009) LOADING AND UNLOADING

Consignors and Consignees will load and unload cars.

Consignors must load all cars in accordance with the Association of American Railroads' Circular 42 Series and appropriate AAR commodity loading publications and revisions thereof, or as approved by Rail Carriers involved. All unused securement devices must be returned to and stored in the same car from which removed, and devices must be secured. To inquire about loading and unloading requirements for a Subscribing Carrier, contact that Carrier's sales office.



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Temporary blocking, flooring or lining, corrugated fibreboard or plywood separators or dividers, standards, strips, stakes or similar bracing or supports (hereafter referred to as dunnage), bulkheads, partitions, temporary doors or door protection, not constituting a part of the car, when required to protect and make freight secure for shipment, will be furnished and installed by Consignor at his expense.

Transportation charges for dunnage, when made, shall be at the price applicable to the freight which it accompanies.

Consignee is responsible for unloading all material from the rail car. This includes lading, dunnage, loading or unloading enhancement materials, or any other miscellaneous debris. Failure to comply with these rules will result in Consignee being charged for all associated removal costs (minimum of \$150 to a maximum of \$500 per car).

When equipment is found to be misloaded or overloaded, the Consignor will be given the opportunity to correct the situation at the Consignor's expense. Consignor is responsible for all damage to freight, rail equipment, or both caused by misloading or overloading.

Consignee is required to return and secure the same car, all railroad owned securement devices removed to complete unloading, securely lock all bulkhead doors, return wooden doors used in transportation of bulk commodities and close all exterior doors and hatches.

(ITEM – 1010) LOSS AND DAMAGE LIABILITY OF CARRIER

The subscribing carrier shall be liable for claims only if Carrier negligence is shown by the claimant to be the proximate cause of the loss or damage. Carrier liability for shortage of goods shall be conditioned upon evidence of unauthorized entry into the rail car while the same is in the possession of the Carriers.

Carrier shall not be liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, nor shall Carrier be liable for punitive damages or attorney fees.

Carrier liability for damages or shortages is contingent upon Carrier or its agent receiving immediate notification of all noted visible damages and/or shortages discovered during the unloading of a rail car. Damage or shortages discovered other than between 8:00 A.M. and 5:00 P.M., Monday through Friday, are subject to reporting no later than 24 hours following unloading from rail car, Saturdays, Sundays, and Holidays excluded. Concealed damage must be reported immediately upon discovery and made available for inspection at point of delivery.



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Failure of the shipper to comply with packaging requirements of the Uniform Freight Classification and AAR loading provisions shall be a defense to any claim for damage. Any claim for loss or damage shall be filed within nine (9) months of the date the shipment was delivered, or in the case of failure to make delivery, then within nine (9) months after a reasonable time for delivery. Any lawsuit or other action for the enforcement or liability for loss of damage shall be instituted within one year after the railroad first declines the claim.

(ITEM – 1011) ONE CONSIGNOR, CONSIGNEE, AND DESTINATION

The name of only one Consignor, one origin, one Consignee and one destination shall appear on a Shipping Document. The Shipping Document may also specify the name of a third party that will be billed for the freight charges or a party at the same destination to be notified of the arrival of the shipment.

(ITEM – 1012) OVERCHARGE CLAIMS

Claims for overpayment of charges must be in writing and received by Carriers no later than three years after delivery or tender of delivery of shipment. Any lawsuit for overpayment of charges must be filed within:

- A. three years after delivery or tender of delivery of shipment or
- B. six months from the date of Carriers' disallowance of the last timely filed claim, whichever occurs later.

(ITEM – 1013) PACKAGING

(applicable on regulated commodities)

Shipper must package all shipments governed by this Price List in accordance with Rules 5, 40, 41 and 51 of the Uniform Freight Classification, UFC 6000 Series..

(ITEM – 1014) PAYMENT OF CHARGES EXTENSION OF CREDIT

Customers not on credit must pay freight and other accrued transportation charges prior to transportation of a shipment if it is tendered "prepaid" and prior to placement of a shipment if it is tendered "collect".

Freight and other accrued transportation charges may not be offset by overcharge, freight damage or other claims.



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Florida East Coast Railway reserves the right to cancel the credit of any party and place the responsible party (Consignee, Consignor, or other billed party) on a cash basis. If the party responsible for freight charges has not established credit with Florida East Coast Railway, or has their credit cancelled by Florida East Coast Railway, pursuant to 49 CFR, Section 1320.2, they will be subject to Liquidated damages interest, in addition to the Liquidated damages interest shall not apply in instance of clear clerical error on the part of the Subscribing Carrier.

“Liquidated damages interest” means 20% of the charges due.

(ITEM – 1015) PRICE TERMS AND CONDITIONS

Subscribing Carrier agrees to provide rail transportation service at the rates and subject to the additional terms and conditions set forth in the public price documents of the Subscribing Carrier.

(ITEM – 1016) PROPORTIONAL APPLICATION OF PRICES

(applicable only to Rule 11 rates)

When Price List proportional prices are used to construct through charges beyond the geographic scope of this publication on a through Shipping Document, the Price List charges will be assessed and billed separately by the Subscribing Carrier or other participating Carriers, as appropriate. Shipping Documents on such rebilled shipments must indicate that the shipment is made under Railway Accounting Rule 11. Industry agrees to specify on each Bill of Lading and requests origin Carrier to place the following statement on the waybill:

“Charges to Carriers which are party to this Price List are separately collected pursuant to Railway Accounting Rule 11.”

(ITEM – 1017) REJECTED, REFUSED, RETURNED SHIPMENTS

Unless restricted, shipments reaching destination but unloaded (for reasons other than the Subscribing Carriers' errors), may be returned to the original shipping point via the reverse route at the same price and conditions, unless a lower price exists for such return shipments.

(ITEM – 1018) SHIPPING DOCUMENT

Prior to tender of freight, Consignor shall execute a Shipping Document similar in content to the Uniform Bill of Lading. However this Price List shall override any inconsistent terms in the Shipping Document.