

Optional Services Catalog

--Customer Switching and Accessorial Services



www.fecrwy.com

Please contact your local marketing representative if you have any questions concerning this service.

Mr. Chris Groover

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This document is subject to the terms, conditions and guidelines provided in FEC Tariff

FEC-1000.

The FEC 1000 Section VI provides guidelines and provisions for switching and other accessorial charges. Please review these provisions as it applies to your business on the FEC. Any charges not covered on this FEC 7006 are subject to rules and provisions found in the FEC 1000 Series Tariff.

FEC 7006

Florida East Coast Railway

Customer Switching

Billing Guarantee

Timely Invoicing

Our top priority is to provide safe, reliable transportation for our customers. Part of that commitment is to maintain a fluid and adequate supply of rail cars and to ensure that all railcar assets, both railroad and privately-owned, are utilized as optimally as possible.



CHARGE SCHEDULE

Intra-Plant Switch	\$175	Item 1000
Intra-Terminal Switch	\$300	Item 1010
Inter-Terminal Switch	\$300	Item 1020
Diversion/Reconsignment	\$350	Item 1650
Error Moves	\$200	Item 1040
Car Released Without Bill of Lading	\$175	Item 1050
Special Train Charges	Minimum \$13,200 \$120/Mile (min. 110Miles)	Item 1070
Closing Doors	\$300	Item 1080
Overload Charges	\$500	Item 1090
Weighing	N/A	

Addendum 1 contains additional provisions for FEC Switching and Accessorial Charges

BILLING GUARANTEES

As part of our efforts to streamline the billing process, we are committing to an expedited and simple billing process.

BILLING – ON TIME

ITEM 1100

We commit to bill you on time

We will issue Customer Switching and Accessorial Services invoices monthly.

BILLING DISPUTES

ITEM 1110

We commit to addressing disputed bills quickly

If you believe that there has been a billing error, we want to make it right as quickly as possible. To be eligible for this guarantee, you must submit your claim, by e-mail within 30 days of the invoice date to:

FECRDIsputes@railamerica.com , **Revenue Accounting Department, FEC Railway, 7411 Fullerton Street, Suite 300, Jacksonville, FL 32256.** Along with a brief description, your claim must include the car initial and number and the related invoice number.

GUARANTEED ON-TIME RESPONSE ITEM 1120

If we don't respond within 30 days, your dispute will be accepted "as is."

We are committed to responding to your claim in a timely manner. If we do not respond to your dispute, in writing, within 30 days your dispute will be accepted as is.



Cars Released not Cleaned: If a car is released with dunnage, trash, damage, or still under load or partially loaded or with trash or debris on tracks or vicinity around tracks making it impossible to pull car will be assessed \$300 per car to customer releasing car. If railcars are billed back to unloading station for removal of any debris left in car a charge of \$500 per car each direction will be assessed to customer releasing car.

Railway Cars, Moved On Own Wheels, Empty:

0-150 Miles	\$500.00
151-250 Miles	\$600.00
251 and Over Miles	\$700.00

Turning of Cars: When FEC is requested to turn a car after initial placement the following charges will apply when outside the switching district of the destination:

0-50 Miles	\$350.00
51-100 Miles	\$450.00
101-150 Miles	\$550.00
150 and Over Miles	\$750.00

Claim Limitations: Unless otherwise expressly stated, all rates and divisions quoted subject to this Tariff shall apply only to shipments, the value of which is \$250,000 or less per carload and the FEC liability for any such shipment moving under these rates/divisions shall not exceed a maximum of \$250,000 regardless of whether the actual value of the shipment is greater than \$250,000 or less per carload. Claims for loss or damage to cargo, commodities and/or freight must be filed in writing and received by FEC within nine (9) months after the date of delivery of the shipment to destination. In the event that a claim is denied, suits for recovery must be filed within two (2) years and one (1) day after notice of claim denial was given in writing. All filing should be sent to the FEC Freight Claims Department, Fax: 305-889-5639, or mailed to 7300 N.W. 69th Ave, Miami, FL, 33166. No claim for \$250.00 or less for cargo loss or damage will be made by shipper or accepted or paid by FEC and the shipper hereby waives any and all recovery, remedies and/or rights with respect to such claims.