



BNSF INTERMODAL RULES & POLICIES GUIDE

BNSF



Effective: January 1, 1999

BNSF

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Dear BNSF Intermodal Customer:

Enclosed is a revised BNSF Intermodal Rules and Policies Guide, effective January 1, 1999. This edition replaces the guide issued in July 1997.

Please return the enclosed postage paid postcard indicating receipt of this guide to ensure you receive all future updates to the guide and any other important information.

Many changes have been made throughout the book. A few new items were added and the item sequence has been rearranged. In addition, the "Definitions" and "Appendix" sections have been enhanced for clarification. Some of the significant changes are highlighted below.

Item 4: Service Modification

- States applicability of modifying service

Item 14: Shipping Instructions Information

- Revises layout for required elements

Item 15: Shipping Instruction Changes

- Defines and separates changes for after in-gate and before loaded on a rail car

Item 24: Prohibited Commodities, Equipment and Associated Charges

- Describes unauthorized equipment and commodities, and addresses related charges

Item 25: Restricted Commodities, Equipment and Associated Charges

- Expands requirements, adds equipment, and increases the charges

Item 36: Loaded Tank Containers

- Requires loads to be delivered with drop frame chassis

Item 37: Bulk Bladder Shipments

- Clarifies responsibility for the shipments

Item 44: Storage Free Time and Charges

- Increases storage charges from \$50 to \$100 for some locations

Item 46: Driver Loading/Unloading Free Time and Charges

- Raises driver assist and standby time charges from \$15 to \$20

Appendix B: Charges and Amounts

- Recaps charges and amounts; some were increased

Appendix C: Phone Numbers

- Lists numbers for handy reference

If you have any questions about the amended guide, please contact your Logistics or Marketing Representative at 1-888-428-2673 (1-888-IBU-BNSF) options, 2 or 3.

BNSF INTERMODAL RULES AND POLICIES GUIDE

Effective: January 1, 1999

Issued by:

The Burlington Northern and Santa Fe Railway Company.

This new *BNSF Intermodal Rules and Policies Guide*

replaces the former *BNSF Intermodal Rules and Policies Guide* dated July 1, 1997.

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ITEM 1: RULES AND POLICIES GUIDE

APPLICATION

The *BNSF Intermodal Rules and Policies Guide* governs the transportation of vehicles in intermodal service by means of intrastate, interstate and foreign commerce. This document specifies rules governing intermodal transportation on The Burlington Northern and Santa Fe Railway Company (referred to as BNSF) or transportation provided by BNSF as part of a continuous intermodal movement and is subject to modification or cancellation at any time.

The *BNSF Intermodal Rules and Policies Guide*, in combination with a specific BNSF price authority (refer to Item 3: Price Authorities Application), constitutes an offer by BNSF to provide certain exempt transportation services. A separate transportation contract is made each time BNSF accepts a shipment tendered according to the offer contained in the *BNSF Intermodal Rules and Policies Guide* and relevant price authorities. When tendering a shipment, the shipper warrants it has authority to enter into this transportation contract and agrees to be bound by the terms of the *BNSF Intermodal Rules and Policies Guide*. The receiver who accepts this shipment agrees to be bound by the terms of the *BNSF Intermodal Rules and Policies Guide*.

The effective price authorities state specific service locations offered pursuant to the *BNSF Intermodal Rules and Policies Guide*.

Combinations of BNSF price authorities may not be used.

The transportation of vehicles beyond BNSF's rail lines must be arranged by the shipper with a beyond carrier, and BNSF is not party to any portion of such arrangements. The interchange of

vehicles between BNSF and another railroad may only be made at normal intermodal interchange points, unless provided for in the price authority.

Specific provisions or exemptions take precedence over general provisions or exemptions.

ITEM 2: APPLICABLE INDUSTRY PUBLICATIONS

Transportation services subject to the *BNSF Intermodal Rules and Policies Guide* are also governed by the following publications (or successors) in effect at the time of shipment.

1. Uniform Freight Classification: AAR (ICC) 6000-series

This publication provides commodity descriptions, general packaging requirements, and contract terms and conditions of the Uniform Bill of Lading. It is published by the National Railroad Freight Committee.

2. Official Open Prepay Stations List: OPSL 6000-series

This publication identifies stations (intermodal facilities), operations (for example: accepts TOFC/COFC shipments, provides mechanical lift and specifies Intermodal Market Extension [IMX] facilities), shipping instructions, station numbers and freight station accounting code numbers. It is published by Alber Leland Publishing.

3. Official Intermodal Equipment Register: AAR (ICC) OIER 6039-series

This publication contains trailer and container descriptions and associated identification numbers. It is used to determine vehicle ownership, length, height, width, and any

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special characteristics such as mechanical, insulation, special load securement, protective service, devices, etc. It is published by Intermodal Publishing Company, Ltd.

4. Standard Transportation Commodity Code: AAR (ICC) STCC 6001

This publication contains commodity descriptions, including hazardous and explosive commodities. It is published by the Association of American Railroads.

5. M 930 and M 931: AAR Specifications

These publications identify trailer and container construction requirements and define standards and recommended practices. They are published by the Association of American Railroads.

6. Bureau of Explosives Tariff: BOE 6000-series

This publication contains rules and regulations for packaging, placarding and transporting explosive and hazardous materials. It is a reprint of Parts 171-180 of Title 49: Code of Federal Regulations for Hazardous Materials. It is published by the Bureau of Explosives Publications.

7. Directory of Hazardous Materials Shipping Descriptions No. 3

This publication is a list of hazardous materials and associated shipping descriptions. It is published by the Association of American Railroads.

8. Intermodal Loading Guide

This publication identifies loading, blocking and bracing requirements for intermodal shipments. It is published by the Association of American Railroads.

ITEM 3: PRICE AUTHORITIES APPLICATION

Price Authority Definition

A BNSF price authority states a rate or set of rates for a particular intermodal shipment. These rates may be transmitted to the shipper by printed copy, electronic facsimile, diskette or electronic data interchange (EDI).

BNSF price authorities apply only for stated origin and destination points named in the authority without intermediate rail stops. Transportation beyond any points named in the price authority does not involve BNSF. Combinations of BNSF price authorities may not be used.

A price authority is not a shipping instruction. The price authority establishes certain rate levels, whereas, a shipping instruction allows a shipper to tender a shipment to BNSF utilizing a price authority.

Price Authority Types

1. Freight, All Kinds (FAK)

General rate levels offered to various types of customers (domestic/international, contract holders/non-contract holders) for transporting intermodal shipments on BNSF.

2. Special Price Quotation

A special rate level negotiated for a specific intermodal shipment based on certain factors such as shipper, commodity and equipment type. Special price quotations are issued by a BNSF Marketing or pricing representative. Any special price quotations will be immediately confirmed in writing. In the event of disagreement concerning an oral quotation, the written confirmation will take precedence.

3. Multi-party Agreements

A contractual arrangement between any or all of these parties – BNSF, shipper, beneficial

owner or shipper's agents – established by a BNSF Marketing or pricing representative. Only the prices or price authorities that are attached to or make reference to a multi-party agreement will apply. Multi-party agreements include all transportation and price contracts, tri-party agreements and ancillary agreements.

4. Direct or Interline

Price authorities (FAKs, special price quotations, or multi-party agreements) state if the rates can be used for direct (BNSF) or interline (BNSF and another railroad(s)) transportation. Interline price authority rates can be either joint-line or Rule 11.

a. *Joint-line (through rate)*

A joint-line price authority is one price authority, applying to the entire movement from rail origin to rail destination on two or more railroads. The rate includes all interchange charges unless otherwise noted. Send the shipping instructions **ONLY TO THE ORIGIN CARRIER**, who will forward the shipping instructions to the other carriers in the route.

b. *Rule 11*

A Rule 11 price authority or rate allows traffic to be interchanged from one railroad to another using each carrier's specific price authority. It is the shipper who combines each railroad's price authority to create an interline movement.

All shipping instructions for this traffic must be sent **ONLY TO THE ORIGIN CARRIER**. The origin carrier forwards all shipping information to the

other carriers in the route. Rule 11 must be indicated on the original shipping instructions **ALONG WITH EACH PRICE AUTHORITY FOR THE RAIL CARRIERS INVOLVED IN THE MOVEMENT**.

Even though all price authorities are stated only on the origin railroad's shipping instructions, each railroad will invoice the shipper separately.

In addition, the intermediate (cross-town) notify party and the final notify party along with both phone numbers are required on Rule 11 shipping instructions.

A cross-town transfer is not included on Rule 11 shipments that originate on BNSF. Rule 11 must be specifically stated in a BNSF price authority and if is not indicated, the rate assessed will be the BNSF FAK published interline (joint-line) rate in effect at the time of shipment. If no BNSF FAK interline rate is applicable, the rate assessed will be the BNSF FAK rate to the interchange point, plus a \$500 charge.

Other interline arrangements such as Voluntary Coordination Agreements (VCAs), haulage agreements, or trackage right alliances are methods to market and price on other railroads. These agreements typically appear as BNSF direct for rates and routes (with BNSF incurring the crosstown and other railroad's charges.)

Price Authority Modifications

Unless a price authority specifically states that a rate level or other term cannot be changed, BNSF reserves the right to modify any pricing authority at any time regardless of expiration date shown on the pricing authority. Each price authority is effective until expired, cancelled, or reissued by a

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BNSF Marketing or pricing person. In addition, BNSF reserves the right to adjust rates as a result of other carriers increasing portions of interline rates. This applies to all price authorities (including multi-party agreements).

The shipper is responsible for determining the correct price authority and rate level at the time the shipment is tendered. The shipper must furnish the correct price authority on the shipping instructions. The stated price authority may not be changed after a vehicle has been tendered to BNSF. The failure of the shipper to furnish the correct price authority will not relieve the shipper from its obligation to pay charges based upon the price authority in effect at the time the shipment is tendered.

ITEM 4: SERVICE MODIFICATION

BNSF is not obligated to continue ownership, maintenance or operation of any rail line or intermodal facility and reserves the right to modify or discontinue any service or service offering, regardless of price authority type (including contractual agreements and interline arrangements). In such instances, BNSF will provide as much notice as possible to minimize the impact of necessary changes.

BNSF shall not be liable for any increased transportation costs or consequential damages that may result from such disposition, modification, or discontinuation.

ITEM 5: BNSF (UIIA) TRUCKER INTERCHANGE APPLICATION

When BNSF **is** responsible for obtaining and/or delivering the vehicle, the *BNSF Intermodal Rules and Policies Guide* is the governing document for

storage, detention and loading/unloading rules and charges (see Item 44: Storage Free Time and Charges, Item 45: Detention Free Time and Charges and Item 46: Driver Loading/Unloading Free Time and Charges).

If BNSF **is not** responsible for obtaining or delivering the shipment and the notify party is someone who is not party to a BNSF (UIIA) Access Agreement, the *BNSF Intermodal Rules and Policies Guide* is the governing document while the vehicle is in BNSF's possession.

When the vehicle is made available to a drayman who is party to the BNSF (UIIA) Access Agreement, then the BNSF (UIIA) Access Agreement will apply. If the drayman who is party to the BNSF (UIIA) Access Agreement refuses to obtain the vehicle, storage charges (see Item 44: Storage Free Time and Charges) will be assessed to the shipper or whomever is responsible for the vehicle being stored, beginning the first 12:01 a.m. after notification.

ITEM 6: COMPLETE OFFER

The complete offer to a shipper consists of this *BNSF Intermodal Rules and Policies Guide* and the price authority in effect at the time complete shipping instructions are given to BNSF. The complete offer must be accepted without change unless modified by an exception contained in one of the following:

- Special price quotation (see Item 3: Price Authorities Application).
- Separate written multi-party agreement signed by a BNSF Marketing or pricing representative (see Item 3: Price Authorities Application).

Any notation made on the shipping instructions directing transportation by BNSF that is in any way

inconsistent with or attempts to change the terms of this offer will be interpreted as a notation made for the private benefit and information of a person or party other than BNSF, and will not be a part of this offer.

ITEM 7: COMPLETE OFFER ACCEPTANCE

Described below outlines the acceptance of an offer for rail-controlled and private equipment.

Complete Offer Acceptance

1. Rail-controlled Vehicles

If BNSF **is** performing the origin drayage, acceptance of the offer begins when the vehicle is supplied to the shipper.

If BNSF **is not** performing the origin drayage, acceptance of the offer begins when the shipper or its agent obtains the empty vehicle from a BNSF facility.

Empty vehicles will be released only to a person who has been identified by the shipper as its agent or to a person who has signed a BNSF (UIIA) Access Agreement. The shipper or its agent assumes financial responsibility for the vehicle and equipment.

2. Private Vehicles

The transportation contract and offer of acceptance begin when BNSF accepts a shipment accompanied by complete shipping instructions.

Transportation Contract Acceptance and Confirmation

Before a shipper tenders a vehicle to a BNSF facility or before BNSF dispatches a vehicle to obtain a shipment, the transportation contract must be confirmed by sending BNSF complete shipping instructions (via EDI or fax bill of lading) for TOFC/COFC service.

ITEM 8: BNSF REJECTION RIGHTS

BNSF reserves the right to reject any vehicle or shipment not complying with the *BNSF Intermodal Rules and Policies Guide*.

However, failure of BNSF to reject a vehicle or shipment for non-compliance does not constitute a waiver of the *BNSF Intermodal Rules and Policies Guide* requirements and will not make BNSF responsible for loss, damage or injury resulting from non-compliance. The shipper retains full responsibility for non-compliance.

ITEM 9: GOVERNING LAW AND JURISDICTION

The offer and transportation contract are interpreted according to the laws of the State of Texas.

ITEM 10: LAWS AND REGULATIONS COMPLIANCE

If a shipment at any point during transit is deemed unsafe, illegal, prohibited or does not meet BNSF, federal, state, and local laws and regulations, (including, but not limited to, vehicle gross axle weight, vehicle size, blocking, bracing, loading or lading), BNSF may elect to take whatever action it deems reasonable to resolve the situation.

However, BNSF is not under any obligation to take action. The shipper and receiver remain jointly and severally liable for all expenses, costs, fines, penalties, and damages (including, but not limited to, property and equipment) resulting from the shipper's failure to properly tender the shipment in accordance with applicable laws and regulations governing freight transportation.

Tank containers will not be accepted for movement unless the shipment complies with applicable Department of Transportation regulations and the American Association of Railroad's "600" stating specifications for tank containers.

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THE SHIPPER WILL DEFEND AND INDEMNIFY BNSF FROM ALL FINES, ATTORNEY'S FEES AND COSTS ARISING FROM THE FAILURE TO CONFORM TO APPLICABLE LAWS, REGARDLESS OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF BNSF IN DETECTING THE NON-CONFORMANCE. BNSF IS NOT RESPONSIBLE FOR ANY FINES, ATTORNEY'S FEES AND COSTS ARISING FROM FAILURE OF BNSF TO DETECT SHIPPER NON-CONFORMANCE TO APPLICABLE LAWS. The shipper will, at its expense, accept BNSF's defense in any claim, action or suit arising from the shipper's failure of conforming to applicable laws and regulations.

The shipper must conform to the Carriage of Goods at Sea Act when tendering an international shipment. The Carriage of Goods at Sea Act identifies international packaging and liability limitations.

ITEM 11: ARBITRATION

If a dispute arises regarding terms of the transportation contract, interpretation, application, or enforcement, any party may provide written notification to the appropriate parties indicating the dispute should proceed to arbitration. If the dispute cannot be resolved within 30 days after notification, the dispute will be referred to an arbitrator (or arbitrator panel) and decided according to the rules and procedures of the American Arbitration Association. The decisions of the arbitrator (or panel) are final and binding on all parties involved in the dispute.

Arbitration is not an option for any of the following circumstances:

- Questioning the validity or propriety of any terms of the offer.
- Inquiring the validity or propriety of rate levels in any price authority.

- Involving disputes for amounts exceeding \$25,000.

The arbitrator cannot modify or void any provisions of the transportation contract.

The expenses, fees and costs of the arbitration are to be divided equally among all parties involved. However, each party will pay its own attorney fees.

In any court having jurisdiction over the dispute, judgment may be entered on the findings and/or awarded by the arbitrators. Each party expressly consents to this type of judgment.

ITEM 12: STRIKE PROVISIONS

A request for relief from charges due to a strike by the shipper's agents or employees, or by BNSF agents or employees, must be made in writing within 15 days of the end of the strike. BNSF has sole discretion to grant or deny any or all relief from such charges.

BILLING AND SHIPPING INSTRUCTIONS

ITEM 13: BNSF CREDIT AND COLLECTIONS

BNSF's requirements regarding credit and collections are stated below.

BNSF Credit

1. Credit must be established and approved by the BNSF Credit Department.
2. Without established credit, all shipments must be prepaid.
3. All payments (including, but not limited to, freight charges and accessorial service charges) must be paid in U.S. funds by the shipper in accordance with BNSF credit terms or individual contract terms. Charges for accessorial services will be charged to the shipper.
4. BNSF reserves the right, at its sole discretion, to cancel credit and to require cash in advance of service.

BNSF Collection

1. Payment of freight charges must be made by Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). The shipper will authorize BNSF to originate electronic debit entries to the shipper's checking account and will authorize the bank to debit the amount of such entries from the shipper's account within seven (7) days of BNSF's invoice date. If the shipper is on a cash basis (paid by cashier's check, certified check or by wire transfer) payment must be received before or at the time shipment is tendered.
2. Vehicles tendered by shippers on a cash basis can be held by BNSF until payment is received.

3. In the event of a billing error, a balance due bill or refund will be issued.
4. If the shipper's bank dishonors any electronic funds transfer submitted by BNSF, the shipper will be given written notice and the price authorities utilized may be terminated.
5. In the event a shipper is delinquent on any outstanding BNSF payments or charges, unless under dispute, BNSF reserves the right to withhold and/or deduct any refunds and/or incentive payments due to the shipper. Payments to BNSF that exceed the applicable payment terms are considered to be delinquent.
6. BNSF reserves the right to assess a \$50 surcharge for each shipment that is not paid in full by the shipper within the applicable payment terms, if the shipper has not contested the charge or the shipper's dispute is unfounded.
7. In the event collection proceedings are necessary, the shipper will pay all charges due (including litigation costs and attorneys fees). Interest will be applied to all charges from the date the first payment was due and the interest rate will equal eighteen percent (18%) per year, or the maximum rate permitted by law if less than eighteen percent (18%).

ITEM 14: SHIPPING INSTRUCTIONS

Proper shipping instructions are necessary for BNSF to provide the correct transportation services and to bill the appropriate rate.

BILLING AND SHIPPING INSTRUCTIONS

Shipping Instructions Information

All shipments must be tendered with complete shipping instructions (via EDI or fax bill of lading to the Centralized Waybill Center at 1-800-786-2455) or under the BNSF "Quick Bill" program. Shipping instructions must be received prior to BNSF accepting a vehicle at a BNSF facility or prior to an empty vehicle being dispatched for BNSF origin drayage.

Submit shipping instructions at least one hour before a vehicle arrives at the gate for non-hazardous loads, and at least two hours prior to in-gate for hazardous shipments.

When delivering the vehicle to a BNSF facility, the drayman must state the applicable shipper and intermodal facility destination. Shipments arriving at BNSF facilities with incomplete, missing or incorrect shipping instructions may be held at origin and/or destination until complete and correct shipping instructions are provided to BNSF (by proper billing methods of either EDI or fax).

When retrieving the vehicle from a BNSF facility, the drayman must indicate the shipper, vehicle initial and number, and assigned pick up (security) number.

Detention and storage charges will be assessed at origin and/or destination for shipments that are delayed while shipping instructions are completed or corrected (see Item 44: Storage Free Time and Charges and Item 45: Detention Free Time and Charges). Shipments may also be subject to charges when changing shipping instructions, depending upon the changes made and associated timing (see Item 15: Shipping Instruction Changes). For any shipment misdescribed (Item 19: Shipment Misdescription) or tendered (Item 24: Prohibited Commodities, Equipment, and

Associated Charges and Item 25: Restricted Commodities, Equipment, and Associated Charges) without the proper information or conditions, the shipper can incur additional charges.

The price authority stated on the shipping instructions cannot be changed after a vehicle is tendered to a BNSF facility.

Shipping Instructions Elements

The shipping instructions are considered complete only when all the required elements (■) stated below are provided to BNSF (via EDI or fax).

1. Equipment

- Equipment initial and number
- Equipment length
- "TOFC" or "COFC" movement classification

2. Movement Information

- Intermodal service code (see Item 16: Intermodal Service Codes)
- Intermodal service level (see Item 17: Intermodal Service Levels)
- Origin intermodal facility
- Destination intermodal facility
- Actual origin
- Actual destination
- Actual origin ZIP code
- Actual destination ZIP code
- Shipper
- Receiver
- Beneficial owner
- Actual shipper
- Actual receiver
- Notify party name
- Notify party phone number
- Notify party fax number

BILLING AND SHIPPING INSTRUCTIONS

- If international:
 - Embarkation or debarkation port
 - Vessel name
 - Voyage number
 - Booking number
 - Broker's name
 - Actual piece count
 - In-bond: (specify yes or no)
 - If yes: Specify railroad bond or shipper bond
 - If railroad bond: Customs Immediate Transportation (I.T.) Manifest information (see Item 18: Rail Carrier Bond)
- If interline or Rule 11:
 - Cross-town and final notify party
 - Cross-town and final notify phone numbers
 - Route (use the exact route shown on the price authority)
 - Rule 11 (specify yes or no) (see Item 3: Price Authorities Application)
 - If yes: Specify all other railroads' price authorities

3. Pricing/Billing

- Price authority (document name). (See Item 3: Price Authorities Application.)
The price authority stated on the shipping instructions cannot be changed after a vehicle has been tendered to BNSF.
- Shipper's instructions number (also considered "working order," "tracking number," "pro number" or "PO number")
- Freight charges payor
- Prepaid or collect

4. Commodity

- Actual commodity description
- Actual Standard Transportation Commodity Code (STCC)
- Gross cargo weight (including blocking/bracing). If greater than 29,000 pounds, documentation required by the Intermodal Safe Container Act (SCA) will only be accepted via EDI or fax bill of lading. No SCA documentation will be accepted at the gate.
 - Certifying party (specify if other than the shipper)
 - Certification or data transfer date (specify if different than the shipping instructions date)
- Hazardous materials (specify yes or no)
 - If yes, the following information is required in the format required by 49 CFR:
 - Proper shipping name
 - Hazard class
 - UN/NA identification number (when required)
 - Packing group (when required)
 - Total quantity as described in 49 CFR
 - 24-hour emergency response telephone number (when required)
 - Other additional shipping paper (instructions) information when required by 49 CFR in 172.200 through 172.300.

(For complete hazardous material information required by the Department of Transportation, please refer to 49 CFR.)

BILLING AND SHIPPING INSTRUCTIONS

- Bulk bladder (flexitank) shipments require:
 - 24-hour emergency response telephone number (for all commodities)
 - Actual commodity description and associated STCC

5. Shipments to or from Mexico or Canada

Providing all of the following information for Canadian and Mexican traffic allows BNSF to forward accurate information. In addition, a complete set of customs documents should be sent to the connecting carrier to prevent delays.

- Customs house broker name (provide in the special instructions field)
- Customs house broker phone number (provide in the special instructions field)
- Actual shipper's name
- Actual receiver's name
- Actual receiver's address
- Actual receiver's city
- Actual receiver's postal code
- Actual importer's name (purchaser of goods)
- Actual importer's address (purchaser of goods)
- Piece count (must be in the comment field)
- Quantity
- Weight
- Seal number
- STCC (FAK STCC 46-111-10 not accepted)
- Dollar value (stated in U.S. funds)
- Goods origin country

- If LTL shipments:
 - Package number
 - Goods major components
 - Goods weight

Temporary "Quick Bill" Shipping Instructions

BNSF will not allow vehicles in the gate without complete shipping instructions. In lieu of EDI or fax shipping instructions received prior to gate arrival, BNSF will accept a pre-established Quick Bill number as a temporary shipping instruction substitute, if the shipper's drayman can provide the following information at the BNSF origin facility:

- Shipper
- Origin hub center
- Destination hub center
- "Quick Bill" number

When the shipper uses a Quick Bill, COMPLETE SHIPPING INSTRUCTIONS (via EDI or fax,) MUST BE RECEIVED WITHIN 24 HOURS OF THE VEHICLE BEING TENDERED TO BNSF. Failure to send shipping instructions will delay a vehicle at the destination facility (see Item 44: Storage Free Time and Charges). BNSF is not responsible for verifying information provided at the gate and comparing it to the complete shipping instructions supplied by fax or EDI.

In addition, BNSF is not responsible for delivery of the shipment to the wrong destination facility if given incorrect Quick Bill information by the drayman. In this event, the shipper (as indicated by the drayman) providing the Quick Bill is responsible for freight charge to the (proper) destination, plus any additional transportation cost to move the vehicle to a different destination. Quick Bill privileges will be discontinued if Quick Bills are not followed up within 24 hours with complete shipping instructions.

BILLING AND SHIPPING INSTRUCTIONS

ITEM 15: SHIPPING INSTRUCTION CHANGES

Only one shipping instruction change may be made per shipment. No changes will be allowed on in-bond shipments without prior approval from a BNSF International Logistics representative. BNSF will make a reasonable effort to execute the request, but is not responsible if the requested change is not made.

Prior to In-gate

Shipping instruction changes may be allowed at NO CHARGE WITH WRITTEN DOCUMENTATION (via EDI or fax bill of lading) provided to the BNSF Centralized Waybill Center.

After In-gate

The price authority (document name) stated on the original shipping instructions cannot be changed once a valid price authority has been provided to BNSF and the vehicle has been accepted at a BNSF facility.

1. Before Shipment Loaded

Before a shipment is loaded on a railcar, some shipping instruction changes may be allowed at a charge of \$50 with WRITTEN DOCUMENTATION provided to a BNSF Logistics representative. These chargeable shipping instruction changes include: service code, service level, TOFC/COFC status, destination hub, route, vehicle removal prior to outbound rail movement, in-bond changes, and receiver name or address on service codes 20, 27, 40, 47, 60, 67, 80 or 87.

In addition, removal of a vehicle from BNSF prior to outbound rail transportation, will be assessed a \$200 charge, plus any applicable storage and detention charges (see Item 44: Storage Free Time and

Charges and Item 45: Detention Free Time and Charges).

2. After Shipment Loaded

Destination facility changes or corrections (vehicle shipping information from one billed destination to another) are not practical after a vehicle is loaded onto a railcar. If it is determined that a change can be accomplished without adversely affecting other shipments, then the charge will be \$500 per vehicle, plus any applicable rate authority differential. Contact a BNSF Logistics representative for a destination facility change.

3. After Shipment Unloaded

Change of notify party is a \$50 charge after notification is made at destination, plus applicable rate authority differential. Any other applicable charges incurred, such as shipping instruction changes, and applicable storage and detention charges, must be paid by the shipper if the notify party changes or refuses the load. All notify party changes must be faxed to the Intermodal/Automotive Support Center at 1-800-234-5079.

ITEM 16: INTERMODAL SERVICE CODES

The following valid Intermodal service codes must be used when providing shipping instructions to BNSF. Service codes describe the shipment type, equipment owner and delivery (movement) required.

Intermodal Service Codes

Shipment Type: Domestic

<u>Equipment Owner</u>	<u>Rail</u>	<u>Steamship</u>	<u>Private</u>
Door to Door	20	40	60
Door to Ramp	22	42	62
Ramp to Ramp	25	45	65
Ramp to Door	27	47	67

BILLING AND SHIPPING INSTRUCTIONS

Shipment Type: International

<u>Equipment Owner</u>	<u>Rail</u>	<u>Steamship</u>	<u>Private</u>
Door to Door	20	80	60
Door to Ramp	22	82	62
Ramp to Ramp	25	85	65
Ramp to Door	27	87	67

ITEM 17: INTERMODAL SERVICE LEVELS

BNSF provides service level options (with various price authorities and schedules) including:

- G** For extremely time-sensitive shipments, this provides the fastest service available (competitive with 900-mile-per-day over-the-road, team driver service) and has seven days per week availability at destination.
- P** Truck-competitive service for trailers or containers supplies premium train-service (comparable with 500-mile-per-day or single-driver truck service) and has seven days a week availability at destination.
- D** Train service for trailers or containers provides seven days a week availability at destination.
- R** Train service for trailers or containers offers weekday (Monday-Friday) availability at the destination.
- Y** Train service supplies movement for empty vehicles.

Schedules and service levels are subject to change without notification.

When a specific service level is not noted on the pricing authority, BNSF will transport a shipment with reasonable dispatch but not on any particular train or schedule. BNSF will not

be liable for failure to perform transportation services, and BNSF will be excused from any obligation to perform such service when performance is prevented or delayed, in whole or in part, by an act of God, civil or military authority, strike or other labor disturbance, fire, flood, epidemic, war, riot, earthquake, wreck, BNSF and/or shipper equipment or facilities mechanical breakdown, or any other catastrophic influence.

ITEM 18: RAIL CARRIER BOND

Price authorities can include the use of BNSF's bond on international shipments moving under an "immediate transportation manifest (I.T.) entry". A \$125 charge will be assessed to the shipper to use a BNSF bond. When a BNSF bond is requested, the shipper must provide the U.S. Customs I.T. number on the shipping instructions submitted to BNSF. The original I.T. must be delivered to the origin BNSF Intermodal facility prior to, or at the time of, movement on all railroad bonded import shipments. The container initial and number must be on the I.T. when tendered to BNSF for signature before proceeding to customs for execution. A \$200 charge per shipment will be assessed by BNSF for the shipper's failure to supply the container and I.T. number on the shipping instructions.

BNSF's bond can only be used for:

- Transloaded shipments (contents transloaded from one vehicle to another), when the transloading is performed at a bonded warehouse; OR
- Shipments delivered from the port facility to a BNSF facility or from a BNSF facility to the actual destination (prior to customs clearance) with a bonded drayman.

BILLING AND SHIPPING INSTRUCTIONS

Before a vehicle is removed from BNSF premises for customs clearance, a permit to transfer bond responsibility must be secured by the shipper to cover all in-bond shipments moving under BNSF's U.S. customs bond.

If shipments move on a BNSF customs bond, the shipper must provide documentation, including copies of the blanket manifest, outbound seal records, and applicable vehicle numbers for any customs claims (due to incomplete or improper customs documents).

THE SHIPPER GUARANTEES PAYMENT AND AGREES TO INDEMNIFY BNSF FROM AND AGAINST ALL LOSS AND LIABILITY FOR CUSTOMS DUTIES, TAXES AND ANY OTHER REVENUE LOSS DUE TO ASSESSMENT UNDER THE STATUTES, RULES OR REGULATIONS OF THE UNITED STATES CUSTOMS SERVICE AND INTERNAL REVENUE SERVICE. THIS APPLIES AFTER DELIVERY BY BNSF TO THE RECEIVER OR ITS DESIGNATED AGENT ON IN-BOND SHIPMENTS RESULTING, IN WHOLE OR IN PART, FROM ANY FAILURE BY THE SHIPPER OR ITS DESIGNATED AGENTS TO COMPLY WITH RULES OR REGULATIONS, INCLUDING BUT NOT LIMITED TO SHORTAGES, IRREGULAR DELIVERY OR NON-DELIVERY OF IN-BOND SHIPMENTS MOVING UNDER THIS RULES AND POLICIES GUIDE, REGARDLESS OF NEGLIGENCE OR ALLEGED NEGLIGENCE OF BNSF.

ITEM 19: SHIPMENT MISDESCRIPTION

Misdescriptions constitute any shipment information provided to BNSF that is erroneous or incomplete. Shipment misdescriptions include improperly describing information deemed necessary throughout this *BNSF Intermodal Rules and Policies Guide* such as: shipping instructions and

information, commodity descriptions, shipment information, vehicle information, shipper, beneficial owner, or price authority. A \$500 charge per vehicle and any applicable price differential will be assessed for any shipment misdescription. BNSF has the right to inspect shipments to ensure shipping instruction accuracy and proper loading, but it is not required to perform inspections.

If a misdescribed shipment occurs, BNSF has the right to revoke the price authority and/or the BNSF transportation contract for that shipper.

ITEM 20: ACCESSORIAL SERVICES AND CHARGES

Accessorial charges may include, but are not limited to, load, unload, chassis use, storage, delivery, pick up, detention, repackage, overload, driver standby, driver assist, driver count, lift, and split delivery. The shipper should refer to applicable items for stated charges or contact a BNSF representative for any other accessorial service charges.

If the shipper requests and submits a BNSF authorization form for accessorial services, BNSF will make a diligent effort to execute the request. The shipper is responsible for any applicable accessorial charges and associated federal, state and local taxes or charges, regardless of BNSF obtaining an authorization.

ITEM 21: RAIL STOP-OFFS

Rail stop-offs are requests for detaining a shipment and/or unloading a shipment at any point between the billed origin hub and the billed destination facility. All shipments are delivered only to the intermodal facilities stated on the price authority. Intermediate rail stop-offs are not permitted.

BILLING AND SHIPPING INSTRUCTIONS

ITEM 22: BILLING DISPUTES

A shipper contending an erroneous charge shall pay the amount the shipper contends is correct with a written explanation attached to the freight bill and shall return the freight bill to the stated address within the BNSF credit period or applicable contract terms.

Shipper and receiver liability for price authority charges is joint and several by tendering the shipment and accepting delivery.

ITEM 23: FUEL SURCHARGE AND SPECIAL ASSESSMENTS

All transportation services and shipments will be subject to any fuel cost recovery surcharge or special assessment cost surcharge implemented by BNSF or imposed on BNSF, regardless of price authority (including all contracts and agreements).

If necessary, BNSF may impose a fuel cost recovery surcharge on the shipper due to increasing fuel costs.

In addition, BNSF may require the shipper to pay any costs, fees, taxes, tolls or special charges assessed to BNSF on applicable traffic, demanded by any port authority, federal, state, local, or governmental agency.

PROHIBITED, RESTRICTED AND HAZARDOUS COMMODITIES

ITEM 24: PROHIBITED COMMODITIES, EQUIPMENT, AND ASSOCIATED CHARGES

The prohibited commodities and equipment described below will not be accepted by BNSF. Violation of any condition covered in this item will result in a \$10,000 charge per vehicle, in addition to the freight charges and any other applicable charges payable by the shipper. The shipper will also be responsible for any and all charges incurred to recondition rail-controlled equipment.

Prohibited Commodities

The following commodities may NOT be tendered under the conditions described below.

- Shipments containing Division 1.1, 1.2, 1.3, or 1.4 explosives as defined in 49 CFR 173.50 (Code of Federal Regulations pertaining to explosives) to or from Galveston, TX, via BNSF direct routes.
- Shipments containing Division 1.1, 1.2 or 1.3 explosives as defined in 49 CFR 173.50 (Code of Federal Regulations pertaining to explosives) to or from Houston, TX, via BNSF direct routes.
- Shipments in rail-controlled equipment containing carbon blacks, dump carts, trailers, wagons, hide, pelts, skins, or any other animal product with contaminating odor.

Prohibited Equipment

- Vehicles that cannot be lifted by standard means (lifting arms, twist-locks, or side-pins or any approved lift attachments on-hand). (See Item 27: Vehicle Specifications and Standards and Item 28: Oversized Shipments.)

ITEM 25: RESTRICTED COMMODITIES, EQUIPMENT, AND ASSOCIATED CHARGES

The restricted commodities and equipment described in this item can only be tendered to BNSF when the following conditions are met. Violation of any condition covered in this item will result in a \$5,000 charge per vehicle, in addition to the freight charges and any other applicable charges payable by the shipper. The shipper will also be responsible for any and all charges incurred to recondition rail-controlled equipment.

Restricted Commodities Requirements

Restricted commodities may NOT be tendered unless the following conditions are met.

1. A special price authority for the restricted commodity is established and provided to BNSF on the shipping instructions, that allows movement of the restricted commodity; AND
2. The conditions or restrictions noted below are adhered to; AND
3. Loading patterns and procedures recommended by BNSF's Damage Prevention Services group are utilized; AND
4. All shipping instructions declare the actual restricted commodity description and accurate applicable STCC. Any type of FAK commodity description or FAK STCC is not allowed for these restricted commodities.

Restricted Commodities

The following commodities are classified as restricted.

- **Air-flight training aids, devices, or electronics**
- **Ammunition.** This must be billed in accordance to applicable provisions of the

PROHIBITED, RESTRICTED AND HAZARDOUS COMMODITIES

Hazardous Material Transportation Act and comply with all regulations of (Title) 49 CFR. Shipments shall be protected at shipper's expense by applying a high quality cable seal or bolt seal to the door hasp. The seal must be recorded on the shipping instructions.

- **Animals or carcasses**
- **Asphalt** (asphaltum) natural or asphalt compounds, by-products or petroleum
- **Bulk bakery product waste**
- **Bulk bladder shipments**, also known as flexitanks (see Item 37: Bulk Bladder Shipments)
- **Bulk commodities or products**
- **Carbon blacks** in private equipment (prohibited in rail-controlled equipment)
- **Christmas trees**. BNSF will not be liable for any deterioration or damage of lading, nor will BNSF be liable for market decline or deterioration resulting from delay. Further, BNSF will not be liable for any lading deterioration due to the door or vent position (open or closed), nor will BNSF be responsible for monitoring the door or vent position while the vehicle is in the rail carrier's possession. BNSF will not be liable for lading damage or deterioration due to doors or vents that admit (or do not admit) rain, dirt, snow, heat, cold, air circulation, etc.
- **Cigarettes**. This commodity may only be shipped in vehicles lined with 6 millimeter thick waterproof liners encapsulating the entire load for protection. Lining of the vehicles is the shipper's sole responsibility.
- **Coiled metal products**. In addition to special arrangements and a special price authority, a "BNSF Coiled Metal Products

Letter of Agreement" must be signed by the shipper and filed with BNSF. Non-compliance to any term in this *BNSF Intermodal Rules and Policies Guide* or in the Letter of Agreement will result in a \$10,000 per vehicle charge, in addition to all other applicable charges noted in this *BNSF Intermodal Rules and Policies Guide*. When tendering coiled metal products, the shipper is fully responsible for using equipment in suitable condition to carry concentrated weights, and properly distributing the weight for the load over the floor, sills and cross-members of the vehicle. Coiled metal products must be designated by the actual commodity description and proper STCC on the shipping instructions. The coiled metal products must be uniformly distributed within the area, with no more than 25,000 pounds loaded in any 10 linear feet, and no more than 2,500 pounds loaded in any linear foot of the vehicle.

- **Copper cathode**
- **Copra**
- **Creosote or creosoted materials**
- **Dimensional, high/wide or oversized loads** (see Item 27: Vehicle Specifications and Standards and Item 28: Oversized Shipments)
- **Dump carts, trailers and wagons** in private equipment (prohibited in rail-controlled equipment)
- **Extraordinary valued property** (see the "Liability" section)
- **Fish scrap or meal**
- **Firearms**. The shipment shall be protected at shipper's expense by applying a high quality cable seal or bolt seal to the door hasp.

PROHIBITED, RESTRICTED AND HAZARDOUS COMMODITIES

- **Fresh fruits and vegetables.** These may only move from hub-to-hub in private refrigerated equipment (service code 65), with the following exception. The field-fresh or farm-fresh commodities listed below may move hub-to-hub in rail-controlled equipment (service code 25) if they have not undergone any subsequent artificial or mechanical drying, dehydrating, or other processing of any kind:

Potatoes, other than sweet (STCC 01195)

Apples, fresh (STCC 01221)

Carrots (STCC 01312)

Onions, dry (STCC 01318)

Garlic, fresh or green (STCC 01319)

Beans, dry ripe (STCC 01341)

Seeds, dry ripe vegetable, NEC (STCC 01349)

Watermelons (STCC 01392)

Pumpkins or squash (STCC 01397)

BNSF will not be liable for any deterioration of lading, nor will BNSF be liable for market decline or deterioration resulting from delay. Further, BNSF will not be liable for any deterioration of lading due to the vent position (open or closed) in vented trailers, nor will BNSF be responsible for monitoring the vent position while the vehicle is in the rail carrier's possession. BNSF will not be liable for lading damage or deterioration due to vents that admit (or do not admit) rain, dirt, snow, heat, cold, air circulation, etc.

- **Hazardous commodities** including:
 1. Hazardous commodities as listed in the 49 CFR 172.101 Table when placarding is required by DOT regulations
 2. Hazardous commodities moving by tank container

3. Chemicals derived from vanadium ore
 4. Class 3 Flammable Liquids (defined in 49 CFR 173.120 Code of Federal Regulations) in temperature controlled vehicles UNLESS:
 - Shipped in limited quantities (defined in 49 CFR 171.8 Code of Federal Regulations); OR
 - The temperature controlled unit is running at a temperature of 5 degrees Fahrenheit below the lowest flash point of the Class 3 flammable liquid in the load; OR
 - The vehicle is equipped with a minimum of two vents that are open when the vehicle is tendered to BNSF. Each vent must be 200 square inches or larger in size.
 5. Radioactive commodities
 6. Polychlorinated biphenyl (PCB)
 7. Scrap batteries as described in items 95150 to 95160 of AAR UFC 6000 Series. This commodity (allowed only in private equipment) must be loaded on pallets (properly rear braced) with stretch-wrap around each pallet, and the entire load encapsulated in a 6 millimeter thick plastic liner.
 8. Waste etiologic agents, NOS (not otherwise specified) for example, surgical, pathological and laboratory waste, waste hospital needles, syringes and IV tubing
 9. Waste materials, hazardous (part 261, Title 40, Code of Federal Regulations, STCC-48)
- (See Item 26: Hazardous Commodities for additional requirements.)

PROHIBITED, RESTRICTED AND HAZARDOUS COMMODITIES

- **Hides, pelts, skins or any other animal products** with contaminating odor in private equipment (prohibited in rail-controlled equipment)
- **Household goods or personal goods** (subject to a release value not to exceed 10 cents per pound)
- **Military communications** outfits, telegraph, telephone, teletype or related radio equipment
- **Missile/rocket electronic apparatus**, frame assemblies, or guidance systems
- **Motor vehicles**, including automobiles and/or trucks, freight and/or passenger
- **Nuclear materials**, substances or wastes
- **Printed materials** (advertising material, newspapers, periodicals, books, catalogs, and telephone directories) designated as any STCC between 27 111 and 27 411 46
- **Railway wheels**, new or used
- **Rolled paper**
- **Scrap metals**, loose
- **Shellfish** (such as clam, mussel or oyster) in bulk or in raw state
- **Temperature sensitive articles** requiring protection from heat or cold
- **U.S. mail** (contract)
- **Vehicle components** (including loose or baled scrap metal) that leak oil and grease including, but not limited to, axles, differentials, engine blocks and transmissions
- **Waste materials**, non-hazardous (Title 40, Code of Federal Regulations)

Restricted Equipment

- **Flat racks, flat beds, or any open-top container** (not applicable on international traffic)

- **Flexitanks**, also known as bulk bladder shipments (see Item 37: Bulk Bladder Shipments)
- **Temperature controlled or refrigerated vehicles** (see Item 35: Temperature Controlled Equipment)
- **Intermodal (portable) tank containers** (see Item 36: Loaded Tank Containers)
- **Bundled chassis** (see Item 38: Bundled Chassis)
- **Irradiated cask containers**

ITEM 26: HAZARDOUS COMMODITIES

The shipper of hazardous materials, substances or wastes must meet the requirements within this item.

1. Shipper's Sole Responsibility

The shipper must comply with:

- Applicable Department of Transportation regulations in Title 49 CFR.
- Applicable Environmental Protection Agency regulations in Title 40 CFR.
- All federal, state and local laws governing hazardous commodities (such as materials, substances and wastes) including selecting equipment, placarding, labeling, marking, blocking, bracing, loading, unloading, and handling.

BNSF has legal recourse against any party, including the shipper, for failure to comply with regulations and laws. The shipper is solely responsible and guarantees payment for all expenses, fines, and costs relating to non-compliance.

PROHIBITED, RESTRICTED AND HAZARDOUS COMMODITIES

2. Tank Containers

Hazardous commodities shipped in tank containers must be in approved tank containers (registered with the AAR and authorized for that commodity as stipulated in 49 CFR 172.101 and the referenced provisions of 49 CFR Part 173). Tank containers also must comply with the Canadian Transportation of Dangerous Goods regulations when any part of the move takes place in Canada.

3. Empty Portable Tank Containers

Empty vehicles containing hazardous residue from the prior load require the same documentation and placarding as the loaded move.

4. Hazardous Placards

Side mounted hazardous placards must be located at least 4 feet from the vehicle's bottom and at least 5 feet from the vehicle's end to ensure visibility.

5. Complete Shipping Instructions

Shipping instructions (including manifest, accurate descriptions of the chemical and physical commodity characteristics, and other documentation) must arrive prior to accepting the vehicle at a BNSF facility. Submit the shipping instructions at least two hours before tendering a hazardous shipment. The shipment must obtain approval from a BNSF representative in advance of delivering the vehicle to BNSF.

6. Shipper Cleaning Requirements

a. After unloading or rejecting the hazardous commodity and before returning and releasing any equipment to

BNSF, the shipper must inspect, decontaminate, clean and repair the equipment used for the shipment.

b. The shipper is responsible for inspecting, decontaminating and cleaning any adjacent or vicinity property and all environmental damage when a release (including spill or leak) occurs and all areas that were contaminated by the release including the origin loading point, destination unloading point, any location en route, or any place where loading and/or unloading occurs. The inspecting, decontaminating and cleaning must be in accordance with applicable requirements of BNSF, federal, state, and local laws and regulations, including DOT regulations in 49 CFR 174.57 (Code of Federal Regulations pertaining to hazardous materials). If the equipment is not cleaned or restored, the shipper is responsible for BNSF's cost for cleaning or restoring the equipment, including the cost plus a 50% handling charge, with a minimum of a \$500 charge.

7. Disposal and/or Disposal Facilities

It is the shippers responsibility to select a disposal facility to receive the shipment and warrants that the facility has and will maintain all applicable federal, state, or local permits and licenses required to operate the disposal facility.

8. Insurance Liability

The shipper agrees to keep current general liability (including contractual liability) insurance of at least the amount required by

PROHIBITED, RESTRICTED AND HAZARDOUS COMMODITIES

law for bodily injury and property damage, including any other insurance required by law. At BNSF's request, the shipper must provide certification of insurance.

9. Shipper Indemnity

a. The shipper is solely responsible for and will indemnify BNSF against all property loss or damage, injury, death, incident, or any other liability, including fines, BNSF costs, late payments, attorney fees and all expenses resulting from any of the following:

- Not complying with any of the sections (1-12) addressed within this Item 26: Hazardous Commodities.
- Tendering unacceptable commodities.
- Loading or unloading equipment improperly.
- Billing improperly.
- Resulting from any spill, response, mitigation, clean up, or disposal due to shipper's non-compliance with outlined obligations.
- Utilizing or resulting from privately owned or leased defective equipment. *The BNSF Intermodal Rules and Policies Guide* does not commit BNSF to accept privately owned or leased equipment.
- Shipping chemicals or contaminants (or traces of) in the commodity that are not described in commodities' proper shipping name.

- Resulting expenses from compliance with 49 CFR 174.16 (b) (Code of Federal Regulations pertaining to hazardous materials).

b. In the case of an incident the shipper will: (1) pay for clean up, or reimburse BNSF for all related costs and expenses addressed in subparagraph 9a. plus a 50% handling charge, with a minimum of a \$500 charge, and (2) clean up to BNSF's satisfaction and to the satisfaction of any governmental body with jurisdiction.

c. The shipper will assume all legal defense against any third party claims for damage caused by failure to comply with these obligations.

d. THE RESPONSIBILITIES OUTLINED IN SUBPARAGRAPH 9 (A-C) WILL APPLY REGARDLESS OF ANY NEGLIGENT ACT OR OMISSION IF BNSF CONTRIBUTES TO SUCH LOSS, DAMAGE OR COST.

10. Incident Notification

BNSF will immediately notify the shipper in the event the vehicle is involved in an incident or hazardous commodities are discharged while the vehicle is in BNSF's possession. Each party will take immediate action as required under applicable federal, state, and local laws, rules or regulations. Nothing contained in this paragraph shall alter either the shipper's or BNSF's responsibilities and obligations as outlined in this *BNSF Intermodal Rules and Policies Guide*.

PROHIBITED, RESTRICTED AND HAZARDOUS COMMODITIES

11. Non-conforming Wastes

The shipper will be allowed to return any non-conforming wastes (as deemed by the disposal facility) to the origin at the same rate charged for the inbound movement. BNSF will not store non-conforming waste on the property. The shipper is solely responsible for paying any demurrage, detention, hold, storage or additional transportation charges related to handling of the non-conforming wastes.

12. Hazardous Commodities Storage

At destination, federal regulations as stated in CFR 174.16 (b) and BNSF require removal of hazardous shipments within 48 hours (exclusive of Saturdays, Sundays, and holidays) after notification. If not removed within the 48 hours, BNSF shall immediately dispose of the shipment in accordance with CFR 174.16, and all associated costs shall be incurred by the shipper. If BNSF must remove the vehicle, the shipper will be charged cost plus a 50% handling charge, with a \$500 minimum, in addition to other associated storage or charges stated throughout this *BNSF Intermodal Rules and Policies Guide*.

EQUIPMENT

ITEM 27: VEHICLE SPECIFICATIONS AND STANDARDS

BNSF will not provide concessions, payments, or movements for any vehicles that do not meet the specifications and standards addressed in this item, unless special arrangements are made.

Vehicles must comply with the stated requirements.

General Vehicle Requirements

1. Vehicle must be of suitable design and construction for standard lift-device handling (lifting arms, twist-locks, side-pins, or any approved lift attachment).
2. Vehicle must be a suitable design and construction for safe TOFC/COFC service on railcars, streets and highways. This includes, but is not limited to, compliance with the AAR Specifications M 931 for TOFC service and trailers and M 930 for COFC service and containers.
3. Vehicle must meet governmental safety regulations and licensing requirements in jurisdictions of vehicle operation.
4. The shipper must provide necessary vehicle licensing, either permanent or temporary.
5. Tank containers must be marked with "AAR 600", indicating the tank container is compliant with AAR specifications.

Specific Vehicle Requirements

1. Vehicle body length must be no less than 19 feet and no more than 53 feet.
2. Vehicle outside body width (measure from outside wall of tire to outside wall of opposite tire) must be no more than 8'6".

3. Vehicle height cannot be more than 13'6" with a maximum suitable lifting height of 9'6".
4. Vehicle identifying initials and numbers must be clearly marked, properly sized and located, so the markings are legible by a person standing on the ground when the vehicle is loaded on a railcar.
5. Any enclosed vehicle must have tight fitting doors with suitable locking and sealing devices.
6. Tank containers and vehicles with temperature control devices require a special price authority for movement. Flat racks, flat beds, and open-top equipment require a special price authority for domestic movements (see Item 28: Oversized Shipments and Item 35: Temperature Controlled Equipment).

(See Item 61: Equipment Liability and Claims Procedures for BNSF and shipper equipment liability.)

ITEM 28: OVERSIZED SHIPMENTS

Oversized Definition

An oversized shipment consists of the lading (including blocking and bracing) that exceeds the length, width, and/or height of any vehicle (including, but not limited to, flat beds, flat racks, or open-top loads). (See Item 27: Vehicle Specifications and Standards and Item 25: Restricted Commodities, Equipment, and Associated Charges).

Oversized Shipment Requirements

1. Shipper must use a special price authority for oversized shipments, issued by a BNSF Marketing or pricing representative.

2. BNSF's Manager of Clearance must approve the loaded dimensions prior to moving the oversized shipment. BNSF's Mechanical Department must inspect and approve the loading of any oversized shipment at the BNSF facility.
3. The shipment must be lifted by standard means (lifting arms, twist-locks, side-pins, or any approved lift attachment on-hand).
4. Contact your BNSF Marketing representative to obtain approval to handle the load at both the BNSF origin and destination facilities.
5. The shipper must apply for and pay for any special permits, bonds, or escorts to comply with any federal, state or municipal regulations. The shipper is responsible for any additional expenses or fines incurred for oversized shipments.

Oversized Load Adjustments

1. If an adjustment to the load is required, the shipper will incur all related expenses.
2. The shipper is responsible all for storage and detention charges incurred at origin. At destination, the notify party shall be responsible for storage and detention charges incurred.
3. BNSF is not responsible for fines, inspections, blocking, bracing, transloading, vehicle damage, storage or unloading expenses incurred due to weight or oversized non-compliance.

ITEM 29: MAXIMUM VEHICLE WEIGHT AND OVERWEIGHT HANDLING

The shipper will ensure the vehicle lading and axle

weights conform to federal, state and municipal highway safety and weight limitations. BNSF may, but is not required to, weigh any shipment.

The maximum gross weight that BNSF can accept or deliver is 65,000 pounds. Maximum gross weight consists of the gross cargo weight plus the total vehicle weight (including the chassis weight). BNSF's weight requirements apply to all shipments, including vehicles received in interchange.

If an overweight shipment is discovered upon arrival at a BNSF facility, the vehicle will be rejected at the gate. If an overweight shipment is discovered or suspected after arrival at a facility, the shipper will be notified to retrieve the vehicle.

Overweight Vehicle Charges

A shipper who tenders an overweight vehicle will be subject to a \$500 charge per vehicle, will arrange for and incur all costs of adjusting the shipment's weight and will be responsible for all applicable storage and detention charges.

Storage charges will apply while the vehicle is detained at a BNSF facility after the shipper receives notice of the overweight condition. The shipper will be responsible for these charges. No storage free time is provided for overweight vehicles.

Detention charges will also be the shipper's responsibility from the time of the original vehicle placement at the facility of the party modifying (unloading) the load, until the shipment is retendered.

BNSF is not responsible for any fines (including federal, state, and municipal), inspections, clean up, leaks, blocking, bracing, transloading, vehicle damage, storage, unloading or other expenses incurred due to weight non-compliance.

EQUIPMENT

IMX Drayage

BNSF performed IMX drayage does not excuse the shipper's responsibilities to these weight and highway loading regulations. In the event an IMX tractor/vehicle combination exceeds federal, state, BNSF, and/or municipal weight limitations, BNSF cannot perform the IMX drayage until the vehicle meets such regulations. The shipper will be subject to the \$500 charge per vehicle and will be responsible for any fines, inspections, blocking, bracing, transloading, storage, vehicle damage, unloading, transloading costs, or other expenses incurred and will reimburse BNSF for all payments made to reconcile an overweight vehicle when BNSF is performing the IMX drayage.

ITEM 30: VEHICLE INSPECTIONS

BNSF will prepare a vehicle inspection form on any vehicle entering or departing a BNSF facility, and will furnish the form to the drayage (motor) carrier acting as the shipper's agent. The inspection verifies the seal records, documents vehicle damage, identifies the drayage carrier and may check for proper loading procedures, hazardous placarding, blocking, and bracing.

The drayage carrier will be given the opportunity at the time of the inspection to take exception to any entries on the inspection form prior to entering or departing the BNSF facility, and unless BNSF furnishes a corrected inspection form, any such exceptions shall be noted on the inspection form. The drayage carrier's movement of the vehicle into or out of a BNSF facility following receipt of an inspection form, with or without exceptions, makes the drayage carrier liable for the loss, theft or damage, and any damage repair cost to the vehicle, lading, property or person while in the drayage carrier's possession (or until the vehicle

is returned to BNSF or interchanged to another rail carrier).

A vehicle originating at an IMX facility is subject to inspection at the intermodal rail facility.

Any non-compliant shipment will incur delays at the intermodal facility until corrected by the shipper, and storage and detention charges will apply.

ITEM 31: CONTAINER LIFT PROVISIONS

Normal lift provisions at BNSF facilities include transferring a container once from a chassis to a railcar at origin, and once from a railcar to a chassis at destination. For any other lift service (other than BNSF operating convenience), a fee of \$50 per lift will be charged to the drayman or party requesting the lift (including lifts from the ground due to lack of a shipper-provided chassis, lifts from one chassis to another chassis, or lifts from a chassis to the ground). These services require prior approval at the BNSF facility.

A chassis is considered unavailable if it already has a container mounted on it, regardless of whether it is an inbound or outbound container.

At origin, all private containers tendered to BNSF and billed COFC, must have the chassis remain with the container until loaded on the railcar, unless otherwise specified by the hub location.

At destination, if BNSF is unable to unload private containers from railcars due to a shortage of private owned or controlled chassis, the shipper will be notified. After notification, storage free time will begin and charges will apply after free time expires. These charges will continue to apply even if BNSF is unable to unload the vehicles as soon as private owned or controlled chassis are supplied. In addition to any other lift or storage charges incurred, a \$100 charge per day will apply

on each private container that must be left on a rail car at destination due to no available shipper or private chassis.

No additional lifts will be performed if the shipper owes outstanding lift services charges that are greater than 60 days past due. Contact the BNSF facility to inquire and pay any outstanding lift charges.

ITEM 32: FURNISHING CHASSIS

Unless otherwise noted on the price authority, BNSF will not furnish a chassis or other suitable equipment for obtaining or delivering private containers to or between any BNSF intermodal facility (including a hub center and an IMX facility).

Chassis Exceptions

The following are exceptions for positioning or using chassis.

1. Birmingham

If space is available, a chassis for an inbound container may be positioned at the facility no more than 24 hours before train arrival. IMX bound rail-controlled containers arriving at Birmingham will be drayed to the IMX facility with a BNSF chassis. BNSF will not provide chassis for private container movements to other BNSF rail or IMX facilities. Transferring containers in Atlanta from a BNSF chassis to another chassis is the shipper's responsibility, including, but not limited to, making arrangements and paying associated costs (including the bare chassis drayage between Atlanta and Birmingham).

2. Memphis

If space is available, a chassis for an inbound container may be positioned at the hub no more than 24 hours before train arrival.

3. Portland, Seattle and Tacoma

COFC containers requiring railroad-controlled drayage will be moved with a BNSF chassis on a non-drop (consistent with the standby provisions) basis. Any deviation requiring pick up, delivery or use of a private chassis will incur an additional \$50 chassis pick up and/or delivery charge. (See Item 49: BNSF International Private Drayage.)

4. International Interchanged Traffic

If a shipper requests a highway interchange with a non-BNSF chassis for delivery of a private container to a connecting rail or water carrier, a chassis use charge of \$165 per container will apply, plus the cross-town drayage expenses incurred. This is subject to chassis availability and to the facility's ability to provide such service.

ITEM 33: EQUIPMENT AVAILABILITY

A BNSF offer to transport a vehicle is subject to availability of appropriate equipment, which will be determined by BNSF at the time a vehicle is requested or tendered to BNSF.

ITEM 34: MISCELLANEOUS EQUIPMENT AND TARPULINS

BNSF will not furnish miscellaneous equipment (for example, but not limited to, tarpaulins, tie downs, chains, binders, liners) for any equipment types.

EQUIPMENT

ITEM 35: TEMPERATURE CONTROLLED EQUIPMENT

BNSF will accept temperature controlled equipment with complete shipping instructions (via EDI or fax bill of lading) or under the BNSF "Quick Bill" program. Vehicles equipped with temperature controlled devices must be tendered under a specific price authority for this type of equipment. The shipper assumes all liability for damage and spoilage due to incorrect thermostat setting, or a malfunction of any refrigeration, fuel tank, gauge, or other device on the vehicle.

Equipment Requirements

Shippers of temperature controlled vehicles must meet the following standards.

1. Protection against cold through portable heaters is not allowed and BNSF will not knowingly accept vehicles containing portable heaters.
2. Fuel tanks for running temperature controlled vehicles must contain diesel fuel. A vehicle with a broken or missing fuel tank cap will not be accepted.
3. Fuel gauges, temperature gauges and thermostatic controls, if available, must be visible and readable for inspections that may be conducted by the shipper while the vehicle is on a railcar.
4. Vehicles equipped with temperature controlled devices must be compatible with available railcars.

Temperature Controlled Inspections

BNSF may permit the shipper or its agents onto BNSF property to inspect or fuel temperature

controlled vehicles. When inspecting such vehicles on BNSF property, the shipper must meet BNSF requirements at origin, destination or in-transit points. Other inspection requirements vary by point of inspection and can be clarified by contacting a BNSF facility or Marketing representative. BNSF will not permit any inspection or refueling to delay the movement of a train. If inspections occur, the shipper will be billed separately for and will be directly responsible for any inspection charges.

Temperature Information

BNSF MAY AT ITS SOLE OPTION inspect, but WILL NOT BE RESPONSIBLE for checking or monitoring any devices such as thermostats, temperature gauges or recorders, fuel gauges or recorders, devices, or any other operation of a temperature controlled vehicle.

BNSF WILL NOT BE LIABLE for failure to make such inspections or, in the event such inspections are made, for failure of BNSF to detect incorrect set thermostats, improper thermometer readings, inadequate fuel supply, or any other defect with the temperature controlled devices on the vehicle.

Any temperature information on the shipping instructions will be accepted as information only. The shipper assumes all liability for damage and spoilage caused by a vehicle's or device's incorrect thermostat setting, mechanical malfunction, operation failure, or lack of fuel. If for any reason BNSF does fill a vehicle device with fuel, the shipper is responsible for the fuel cost. BNSF is not responsible for missing temperature controlled devices or missing parts.

Emergency Services

BNSF assumes no responsibility for emergency items (such as repairs, service, fuel or supplies). If for any reason an emergency item is furnished by BNSF, the cost will be billed to the shipper or equipment owner.

ITEM 36: LOADED TANK CONTAINERS

Loaded tank containers (isotanks) must be obtained from or delivered to a BNSF facility using only drop frame (low-boy) chassis. Commodities loaded in tank containers must meet the U.S. Department of Transportation regulations.

Empty tank containers do not require delivery with low-boy chassis.

ITEM 37: BULK BLADDER SHIPMENTS

When tendering non-hazardous bulk bladder shipments, the shipper must use a SUITABLE BLADDER (capable of withstanding accelerations, decelerations, forces and vibrations in the railroad environment) for the commodity being shipped. The shipper is fully responsible for utilizing EQUIPMENT IN SUFFICIENT CONDITION to withstand pressures that will be exerted on the bladder, regardless of cause. In addition, the shipper MUST FREE THE VEHICLE'S INTERIOR of any objects, materials, or defects that could cause the bladder to leak or rupture, regardless of cause.

The shipper will be responsible for all costs associated with loss, damage, clean up, injury, death or any other liability to all property, equipment, environment, commodity transfer, disposition or handling aspects associated with the bladder failure (including residue leak or spill) or vehicle failure while in possession of BNSF. In the case of an incident the shipper will: (1) provide

clean up to BNSF's satisfaction and the satisfaction of any governmental body with jurisdiction, and (2) pay for clean up, or reimburse BNSF for all related costs and expenses plus a 50% handling charge, with a minimum of a \$500 charge.

Shipper will defend and indemnify BNSF from and against any such loss or damage pursuant to the terms of Item 60: Shipper General Liability of this *BNSF Intermodal Rules and Policies Guide*. Under no circumstances will shipper tender or BNSF knowingly accept any hazardous materials, substance, waste or environmentally harmful commodities in bulk bladders. For all bladder shipments, the shipper must provide a 24 hour contact number along with the complete actual commodity description (FAK is not valid) and associated STCC (FAK STCC 46 or 47 are not valid) on the shipping instructions.

ITEM 38: BUNDLED CHASSIS

Bundled chassis are subject to mechanical inspection. A shipment not compliant with BNSF requirements will be rejected. The shipper will be responsible for and incur any expenses to remove or adjust the non-compliant vehicles, even in the event that bundled chassis are rejected due to a drayage (motor) carrier's requirements to adjust the load.

ITEM 39: NEWLY MANUFACTURED VEHICLES

BNSF will not be liable for normal handling damage to new vehicles, which occurs from the loading or unloading (lifting) vehicles on or off railcars at BNSF facilities. If the shipper desires protection from loss or damage under 49 USC 11706, a special price authority must be obtained noting the 49 USC application and additional

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charge. (See Item 57: 49 USC 11706 Liability Terms and Item 61: Equipment Liability and Claims Procedures.)

ITEM 40: PRIVATE EMPTY VEHICLES

No more than 15 private empty vehicles can be tendered to BNSF at Stockton, CA; Phoenix, AZ; St. Louis and Kansas City, MO; St. Paul, MN; and Memphis TN intermodal facilities without 48 hours prior approval from the BNSF hub manager.

ITEM 41: SHIPPER VEHICLE LOADING

The shipper is responsible for proper loading methods, including blocking and bracing, and for any damage to the vehicle. Loading specifications can be referenced in the BNSF Loading Procedures or the AAR Loading Guide. Vehicles must meet AAR M 930 and M 931 requirements. Contact the BNSF Damage Prevention Services concerning proper loading techniques. (See Item 55: Shipper Responsibilities for more blocking and bracing details.)

ITEM 42: SHIPPER VEHICLE UNLOADING AND CLEANING

The shipper is responsible for unloading lading without damaging the vehicle. Unless otherwise stated by the price authority, the receiver must completely unload the vehicle, including all blocking and bracing material and any other debris. Any special equipment must be returned to the vehicle in its proper place. If the receiver fails to comply with these cleaning requirements, BNSF can clean or reject the vehicle. If BNSF cleans the vehicle, the shipper will be assessed the cost for cleaning plus a 25% cleaning charge, with a minimum of \$250.

BNSF reserves the right to reject the vehicle and assess detention charges until the vehicle is returned clean. (See Item 45: Detention Free Time and Charges).

ITEM 43: SHIPMENT ADJUSTMENTS

If a shipment requires transferring, adjusting, repackaging or cleaning while in BNSF possession (including in transit), BNSF Damage Prevention Services will notify the shipper of the requirements and the availability of a third-party contractor to perform the adjustments. The shipper will pay all expenses and manage the shipment's transferring, adjusting, repackaging, or cleaning with a contractor of choice. The shipper is responsible for all adjustments, except on proof by the shipper of BNSF's negligence. (See Item 55: Shipper Responsibilities.)

STORAGE, DETENTION AND OTHER CHARGES

ITEM 44: STORAGE FREE TIME AND CHARGES

The following outlines the rules and charges for storage of private and rail-controlled vehicles at BNSF facilities. Storage rules and free time apply to the amount of time a vehicle remains at a BNSF facility while waiting for complete shipping instructions or for the notifying party to obtain the vehicle. *For notification purposes, the notify party is required to maintain facsimile communication capabilities 24 hours per day, seven days per week.* BNSF's transportation system automatically faxes all notifications. BNSF is not responsible if the notify party does not receive the fax or the facsimile fails. Storage charges begin accruing when free time expires. (Appendix A summarizes some Storage Free Time and Charges.)

1. Governing Storage Documents

- a. *The BNSF Intermodal Rules and Policies Guide is the governing document for:*
 - Private containers and trailers
 - Private bare chassis
 - Private tank containers
 - Rail-controlled equipment when BNSF is performing the drayage
 - Rail-controlled equipment when BNSF is not performing the drayage and the notify party is the shipper or a non-BNSF (UIIA) Access Agreement holder
 - Rail-controlled NACS containers at BNSF facilities. The NACS equipment rules may also apply. (See Item 47: North American Container System.)
- b. *The BNSF (UIIA) Access Agreement is the governing document for:*
 - Rail-controlled equipment when BNSF is not performing the drayage and the

notify party is a BNSF (UIIA) Access Agreement holder

- c. *The BNSF Quality Bulk Container contract governs both storage and detention rules for:*
 - BNSF controlled tank containers
- d. *The NACS Equipment Rules are the governing document for storage of:*
 - Rail-controlled NACS containers at BNSF facilities. The *BNSF Intermodal Rules and Policies Guide* may also apply.

2. Storage Free Time

Storage free time is the amount of time a vehicle can remain at a BNSF facility without incurring storage charges. This free time begins once the notify party (stated on the shipping instructions) is notified, indicating that the vehicle can be obtained or delivered (as governed by the service code). Free time also applies to items discussed throughout this *BNSF Intermodal Rules and Policies Guide* such as vehicles detained due to improper or incomplete shipping instructions, incorrect placarded hazardous vehicles, inappropriate blocked or braced load, overweight load, or shifted load. Vehicles delivered to a BNSF rail facility from an IMX location can also incur storage free time for the same free time conditions listed above.

For all service levels (see Item 17: Intermodal Service Levels), holidays occurring within the free time period are excluded from the free time calculation.

For "R" service level, weekends and

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holidays falling within the free time period are excluded from the free time calculation.

Service levels G, P, D and Y provide weekend availability, therefore, weekends occurring within the free time period are not excluded from the free time calculation.

A listing of the applicable BNSF holidays are stated in the Holiday definition (see the Definitions section).

a. *Private vehicles storage free time*

- Non-bonded freight free time is the day of notification or the day the shipper is notified of improper or incomplete shipping instructions, plus 48 hours.
- Bonded freight free time is the day of notification or the day the shipper is notified of improper or incomplete shipping instructions, plus 96 hours.
- All empty vehicles regardless of bond status will have 48 hours free time from the day of notification.

b. *Private vehicles storage free time exceptions*

- Empty and loaded vehicles arriving at the Seattle International Gateway facility, free time is the day of notification, plus 24 hours.
- In-bond shipments received at the Chicago-Cicero facility requiring intensive inspection (at Central States (CES) No. 2, 3001 South Ridgland Avenue, Berwyn, IL 60402), are excluded from free time or storage charges each calendar day that the shipment remains at Central States.

c. *Private bare chassis storage free time*

A bare chassis (chassis without a container) must be removed from BNSF premises within 24 hours after receiving notification.

d. *Private tank containers storage free time*

Loaded or empty, free time for privately owned tank containers is the day of notification or the day the shipper is notified of improper or incomplete shipping instructions, plus 48 hours.

e. *Rail-controlled containers and trailers storage free time*

Free time starts the day of notification or the day the shipper is notified of improper or incomplete shipping instructions, plus 24 hours. This includes private international containers moving under the BNSF ISO container program.

f. *Hazardous materials storage free time*

At destination, federal regulations (as stated in CFR 174.16 b) and BNSF require removal of hazardous shipments within 48 hours (exclusive of Saturdays, Sundays, and holidays) after notification, regardless of specific equipment or ownership storage free time rules stated in this item.

3. Notification and Chargeable Days

General rules applying to all traffic and equipment types (including G, P, D, R and Y service levels):

- a. When notification is made before 5 p.m., the day of notification is that (same) day.

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- b. If notification is made after 5 p.m., the day of notification is the following day.
- c. For notification occurring on a holiday, the notification day is considered the following day. If a holiday falls during the free time, the holiday is not included in the calculation of the free time. (See the Definitions section for BNSF holidays.)
- d. When notification is made prior to the time indicated in the BNSF Service Schedules, the free time calculation will not begin until the scheduled availabilities (excluding empties).
- e. On shipments made available more than two hours after the time indicated in the BNSF Service Schedules, the day of notification is the next day (excluding empties).
- f. Storage charges will begin the first 12:01 a.m. after notification if a drayman party to the BNSF (UIIA) Access Agreement refuses to obtain a vehicle. (See Item 5: BNSF (UIIA) Trucker Interchange Application.)

Additional rules applicable to shipments NOT requiring seven-day-per-week availability (for example "R" service level):

- g. If a weekend falls during the free time, the first weekend will not be included in the free time calculation.
- h. When notification is made from 5 p.m. on Thursday through 4:59 p.m. on Sunday, Sunday will be considered the notification day. If notification is made on a holiday,

the day of notification is the next day. Monday will begin the calculation of free time and the shipment must depart prior to the following times for:

- Private equipment by 11:59 p.m. Tuesday
- Private equipment in-bond by 11:59 p.m. Thursday
- Rail-controlled equipment by 11:59 p.m. Monday

4. Storage Charges and Applications

Applies to all traffic and equipment types:

- a. When free time expires, storage charges are \$100 per vehicle for each full or fraction of a day at the Cicero, IL; Chicago, IL; Willow Springs, IL; Harvard, AR; Houston, TX; Kansas City, KS; Kansas City, MO; Los Angeles, CA; Memphis, TN; New Orleans, LA; Portland, OR; S. Seattle, WA; Seattle (Seattle International Gateway), WA; St. Louis, MO; and St. Paul, MN BNSF facilities. At all other BNSF facilities, storage charges are \$50 per vehicle for each full or fraction of a day. These charges include Saturdays, Sundays and holidays.
- b. Private bare chassis not removed within the 24 hour period following notification, incur a \$100 charge per vehicle, per day for each fraction or full day, including Saturdays, Sundays, and holidays (regardless of location).
- c. At destination, the notify party is the party to whom notification is given. The notify party will be responsible for payment of all storage charges.

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- d. At origin, the shipper is the party whom BNSF will notify on improper or incomplete shipping instructions. The shipper will be responsible for payment of all storage charges.
- e. All storage charges must be paid on private equipment before a vehicle leaves BNSF property. Storage charges must be paid at the time of out-gate either by check (made payable to BNSF) or a fax guarantee (a letter guaranteeing payment to BNSF and faxed to the BNSF Storage Department at 1-800-234-5079). Fax guarantees will only be accepted from the shipper or notify party (only those parties who have credit with BNSF). Checks or fax guarantees must be on a company letterhead, signed by an authorized representative of the guarantor and state company name, address, phone number, vehicle initial and number, and applicable dates for the charges. The amount on the check or fax guarantee must match what is specified by BNSF. CASH IS NOT ACCEPTED AT THE GATE. If guarantees are not honored, a cashier or certified check will be required prior to the release of the vehicle. BNSF may hold a vehicle until any question of outstanding charges is resolved and any charges paid.
- f. Storage charges for rail-controlled equipment will be sent to the notify party, thus payments are not required at the time of out-gate.
- g. All notification refusals must be submitted in writing and faxed to the BNSF Notification Desk at 1-800-699-9368. Notification refusals are required to be on company letterhead, and state company name, complete address, phone and fax number, contact person, vehicle initial and number involved, load or empty, date received notification, problem with the vehicle, and action requested. Notification refusals do not dismiss any storage charges that may have already accrued and free time will not be restarted. If a notification refusal or notify party change is not received, the SHIPPER will be responsible for any applicable storage charges and storage charges will continue to accrue.
- h. Report any equipment requiring repairs to the BNSF Storage Department (1-888-428-2673, Option 5 Storage) to obtain a problem log identification number noting the repairs in the system. This will suspend storage charges for rail-controlled equipment until repairs are completed. In addition, report the repairs necessary to the BNSF hub personnel who will note the required repairs in the system. Repairs for private equipment will be the shipper's responsibility.
- i. If vehicle failures or commodity related problems (such as load shifts) are found to be the shipper's responsibility, the shipper will be obligated for any storage charges incurred until the shipment is repaired, reloaded or transloaded at the shippers expense.

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- j. Applicable storage charges are in addition to any detention charges (see Item 45: Detention Free Time and Charges).
- k. If a Quick Bill number (see Item 14: Shipping Instructions Information) is used and the vehicle is unloaded from the railcar at destination before BNSF receives the complete shipping instructions, the storage charges will commence 12 hours after the time of unload (regardless of free time or exceptions stated in sections 1-4 of this item). Under this scenario, notification is considered the time a vehicle is unloaded from railcar. Free time will not be restarted when BNSF receives complete shipping instructions. The shipper will be notified and is responsible for any applicable storage charges.
- l. After 90 days of storage, BNSF will consider the vehicle abandoned. The shipper and/or vehicle owner will be contacted and the contents and/or vehicle will be sold, defraying (but not waiving) the storage, detention or other charges incurred and owed by the shipper.
- m. Storage charges will be assessed at origin and/or destination for vehicles that are delayed while shipping instructions are being completed or corrected.
- n. The storage free time calculation or charges are not affected by BNSF moving vehicles from one facility, location, or lot to another BNSF facility, location or lot in the cities or surrounding areas of Chicago, Kansas City, Memphis, Los

Angeles, Harvard, San Bernardino, Seattle, Portland, or Tacoma.

ITEM 45: DETENTION FREE TIME AND CHARGES

Detention free time is the amount of time allowed for a VEHICLE to remain at the customer's facility for loading or unloading. This is also considered to be drop and pull. Detention charges will be incurred by the shipper after free time has expired.

1. Governing Detention Documents

- a. *The BNSF Rules and Policies Guide is the governing document for:*
 - Rail-controlled equipment
 - Rail-controlled NACS equipment (also covered by the NACS Equipment Rules)
 - Non-BNSF (UIIA) Access Agreement holder notify party
- b. *The BNSF (UIIA) Access Agreement is the governing document when:*
 - The notify party is a drayman and BNSF is not performing the drayage
- c. *The BNSF Quality Bulk Container contract governs:*
 - BNSF tank containers or BNSF controlled tank containers (usage and ancillary charges)

2. Detention General Application

- a. Notification is not required to inform the shipper of detention free time and charges.
- b. When BNSF is responsible for these services:
 - An appointment time will be provided to obtain the vehicle.
 - A delivery appointment will be made so the vehicle will depart prior to

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expiration of applicable storage free time.

- c. Detention charges incurred for vehicles detained off BNSF property will be assessed to the shipper.
- d. After vehicle detention free time has expired, all days become chargeable, including Saturdays, Sundays and holidays. If BNSF cannot arrange for delivery of a vehicle and it is held beyond the storage free time, storage charges will apply until the vehicle can be delivered (see Item 44: Storage Free Time and Charges). Detention charges are in addition to any applicable facility storage charges.

3. Equipment Free Time and Charges

a. *Detention free time*

Detention free time is the time allowed to drop and pull a vehicle. This consists of a drayman leaving (dropping) a vehicle at a customer's facility to be loaded or unloaded, with the intention of obtaining (pulling) the vehicle at a later time.

Detention free time begins the first 12:01 a.m. following the departure from a BNSF facility. This free time shall be 72 hours for a loaded rail-controlled vehicle that is removed from a BNSF facility and returned empty, or rail-controlled empty vehicle removed from a BNSF facility and returned loaded. An additional 48 hours will be allowed when a loaded vehicle is removed from a BNSF facility and is returned to that facility with a new load. Detention charges do not apply on rail-controlled NACS equipment.

b. *Detention charges*

Once detention free time expires, charges are \$25 per vehicle per day for the first five days (or fraction thereof). Thereafter, a \$50 per vehicle per day (or fraction of a day) will be assessed for detention. Any additional drayage incurred will be included in the detention charges.

ITEM 46: DRIVER LOADING/UNLOADING FREE TIME AND CHARGES

Loading/unloading free time and charges refer to the time allowed for a driver to wait (stand by) or assist in the loading or unloading of a vehicle. These charges can be in addition to any applicable storage or detention charges.

1. Driver Free Time Types and Charges

a. *Driver standby free time*

Driver standby is when a drayman waits at a facility while the shipper loads or unloads a vehicle. This time begins upon actual arrival at the shipper's facility and extends to actual departure from the shipper's facility during normal business hours. The time to reach or leave the loading or unloading facility will apply in the calculation charges. For loading and/or unloading the vehicle, 120 minutes (two hours) of free time is allowed, regardless of the number of stops for that shipment.

b. *Driver standby charges*

These charges are incurred when free time expires and do not include any charges associated with driver assist (see the following section). A \$20 charge

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for each 15 minutes (or fraction thereof) will be assessed.

c. *Driver assist free time*

Driver assist consists of a drayman loading or unloading a vehicle (with or without any assistance). Driver assist must be prearranged prior to a highway departure from the BNSF facility.

d. *Driver assist charges*

Free time is not available for driver assist and the charges begin with the service. A \$20 charge for each 15 minutes (or fraction thereof) will be assessed.

ITEM 47: NORTH AMERICAN CONTAINER SYSTEM (NACS)

The NACS program allows specially marked containers to move among participating railroads. The shipper pays a per day equipment use charge since the street time equipment expense is not included in the line haul transportation rate.

Described below are key aspects of the NACS program and participation. Equipment charges, street interchange rules and information on shipments traversing the US/Canada border were condensed from the NACS Equipment Rules.

1. NACS Participation Requirements

To participate in the NACS program, the shipper must sign the NACS Customer Agreement.

To obtain NACS equipment from a BNSF Intermodal hub, the drayman must have a valid BNSF (UIIA) Access Agreement.

2. Equipment Charges

a. *Origin terminal*

Equipment charges of \$15 per day begin

at 12:01 a.m. the day after the vehicle is removed from the intermodal facility and continue until the vehicle is accepted by an NACS participant. The vehicle will not be accepted without proper shipping instructions.

b. *Destination terminal*

Equipment charges of \$15 per day begin at 12:01 a.m. the day after notification and continue until the container is returned (loaded or empty) with the proper shipping instructions to the intermodal facility.

c. *Holidays and weekend closures*

For notification received after 12:00 p.m. (noon) of the day preceding either a weekend or a holiday (listed below), equipment charges begin at 12:01 a.m. of the first business day (Monday - Friday) following the holiday or weekend. If a container is removed from an intermodal facility during this period, equipment charges begin as outlined in 2b.

Destination terminal. The holidays listed below are applicable to NACS equipment. The holidays referred to in other items of this *BNSF Intermodal Rules and Policies Guide* are described in the Definitions section.

NACS U.S. Holidays (applies only to NACS equipment in the U.S.): New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day

NACS Canadian Holidays (applies only to NACS equipment in Canada): New Year's

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Day, St. Jean Baptiste Day (PQ only),
Canada Day, Christmas Day and
Boxing Day

d. *Inappropriate interchange charge*

A \$350 per vehicle misuse charge will be assessed to the shipper if NACS equipment is interchanged to a non-NACS participant.

Canadian borders must also be accompanied by additional information other than FAK commodity descriptions. This includes, but is not limited to, weight, piece count, and commodity shipped (see Item 14: Shipping Instructions Information).

3. Street Interchange

Street interchanges are permitted between shippers if the drayman has a valid BNSF (UIIA) Access Agreement. The appropriate interchange form must be executed and faxed to NACS at 1-800-228-7965 at least two hours prior to tendering a container at the origin intermodal facility. The customer who has possession of the container at 12:01 a.m. will pay that day's equipment charge. All maintenance and repair charges are the responsibility of the drayman returning the container.

4. Customs

Specific documentation is required by law to accompany all transborder movements. Failure to supply accurate and complete customs documentation will result in refusal to accept the container at the origin terminal and equipment charges will continue to accrue.

Containers delayed at the origin terminal or en route due to customs inspection or lack of customs paperwork are the sole responsibility of the shipper along with any equipment charges that may apply during these delays.

U.S. domestic shipments traversing U.S./

ITEM 48: IMPRACTICAL BNSF DRAYAGE SERVICES

BNSF will not obtain, deliver, or provide other terminal services if any impractical or unsafe conditions exist, including but not limited to the following conditions.

1. Roads, streets, driveways, highways, alleys or other approaches are impassable or impractical.
2. Streets are not accessible by truck (as stated in local ordinance).
3. Loading or unloading facilities are inadequate to obtain or deliver a vehicle.
4. Any riot, strike, picket or disturbance accompanied by actual or threatened violence prevent a vehicle to be obtained or delivered.

ITEM 49: BNSF INTERNATIONAL PRIVATE DRAYAGE

BNSF will perform drayage for loads with service codes 82 (pier pick up) and 87 (pier delivery) only under the following conditions.

1. BNSF will perform pier pick up (service code 82) and pier delivery (service code 87) when the price authority indicates the appropriate service code; AND
2. Drayage is applicable for service code 82 when an *immediate prior* water movement has occurred and for service code 87 when an *immediate subsequent* water movement will occur; AND
3. When all required shipping instruction elements are provided to BNSF including,

but not limited to, the proper service code, vessel, voyage, and booking number.

ITEM 50: NON-UTILIZATION BNSF DRAYAGE CHARGE

When BNSF is responsible to obtain a shipment (any service code ending in a 0 or 2), and the shipper cancels the order after the empty vehicle has departed the facility, a \$75 cancellation fee plus any BNSF drayage charges incurred before cancellation will be assessed to the shipper.

ITEM 51: MULTIPLE DELIVERIES

Multiple stops to obtain or deliver a shipment are permitted when specified in the BNSF price authority. These are also considered split deliveries or multiple stop-offs. If a split delivery is requested after the shipment is in transit, the shipper will be charged a \$50 shipping instruction change fee in addition to charges associated with the additional drayage (see Item 15: Shipping Instruction Changes). Requests must be made to a BNSF Logistics representative if the shipment is in transit.

ITEM 52: BNSF DRAYAGE INABILITY

When BNSF is responsible to obtain or deliver a shipment, BNSF will schedule an appointment with the shipper. If delivery is attempted and failed through no fault of BNSF, a \$75 charge per delivery attempt will be assessed plus any additional drayage charges and storage charges (see Item 44: Storage Free Time and Charges).

If a vehicle cannot be delivered, BNSF may place the shipment in a practical location after the first delivery attempt. Storage charges will commence applying the first 12:01 a.m. after the shipment

DRAYAGE

is placed and will continue until shipment is delivered. After a vehicle has been held 90 days at the shipper's expense, BNSF may dispose of the goods to a warehouse (at the shipper's expense) or sell for salvage. (See other items regarding drayage: Item 29: Maximum Vehicle Weight and Overweight Handling, and Item 32: Furnishing Chassis.)

ITEM 53: PRIVATE EQUIPMENT DRAYAGE INSURANCE

Shipper shall provide and maintain a Certificate of Insurance for drayage of private equipment when the drayage carrier does not have a valid BNSF (UIIA) Access Agreement.

Commercial General Liability insurance is required, covering liability, including, but not limited to Contractual Liability, Public Liability, Personal Injury and Property Damage, with coverage of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. In addition, automobile liability insurance is required, including bodily injury and property damage, with coverage of at least \$1,000,000.

All insurance shall be placed with insurance companies licensed to do business in the States where business is to be performed, and with a current Best's Insurance Guide Rating of A- and Class VIII, or better.

Any coverage afforded BNSF, the Certificate Holder, as an Additional Insured shall apply as primary and not excess to any insurance issued in the name of BNSF.

In all cases, the certificate must specifically state the "The Burlington Northern and Santa Fe Railway Company is an additional insured."

The Certificates of Insurance shall certify that

BNSF shall be given not less than 30 days written notice prior to any material change, substitution or cancellation prior to normal expiration dates. Cancellation or expiration of any of said policies of insurance shall not preclude BNSF from recovery under for any liability arising under terms of this *BNSF Intermodal Rules and Policies Guide*.

It is mutually understood and agreed that the purchase of insurance as provided shall not in any way limit the liability of shipper.

ITEM 54: LADING LOSS AND LIABILITY

APPLICATION

BNSF SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO LADING UNLESS THERE IS PROOF OF BNSF NEGLIGENCE CAUSING THE LOSS OR DAMAGE. In any event, BNSF has a limited liability of \$250,000 per shipment, except for tank container shipments which carry a limited liability of \$100,000. In addition, BNSF will not be liable for damage where BNSF’s liability is determined to be \$250 or less.

If the shipper wishes to obtain a higher loss or damage limit, the shipper has the following two options:

- The shipper may obtain insurance.
- The shipper may obtain coverage under the terms of 49 USC 11706 (see Item 57: 49 USC 11706 Liability Terms).

The liabilities and responsibilities of BNSF and the shipper, as outlined in Item 55: Shipper Responsibilities and Item 56: BNSF Limited Liability, are independent of the value of the shipment.

ITEM 55: SHIPPER RESPONSIBILITIES

The shipper is responsible and liable for requirements set forth in this item, in addition to other items in this *BNSF Intermodal Rules and Policies Guide*.

1. General Shipper Responsibilities

- a. Shipper is responsible to properly block, brace and load. BNSF is not responsible for loss or damage to lading and/or equipment caused by the load shifting.
- b. Shipper must provide seals on doors of all loaded vehicles.

- c. Shipper must call attention to any evidence of unauthorized entry or damage and note it on the inspection report before the vehicle is removed from the BNSF premises.
- d. Shipper will replace or incur any expense for vehicles that are damaged, lost, stolen or destroyed while in the possession of shipper or shipper’s agents (in accordance with AAR rules and the depreciation formula in Item 61: Equipment Liability and Claims Procedures).
- e. Shipper is responsible for all property loss or damage, injury, death or any other liability, including fines, BNSF costs, late payments, attorney fees and any expenses resulting from leaks, spills, and/or overloads.
- f. The tank shipper and/or container owner has the sole responsibility for any overloading, clean up, transload, leakage, container repairs or fines.
- g. If damage or unauthorized entry to the vehicle is noted at destination, BNSF must be notified immediately and given reasonable time to inspect the vehicle while it is still loaded. However, failure of BNSF to inspect the vehicle and lading will not be considered a waiver of any defenses BNSF may have to a claim or suit.

2. Shipper Blocking and Bracing Responsibilities

- a. Any required blocking and bracing will be furnished and installed by the shipper, at the shipper’s expense, according to the BNSF loading and securement specifications or the AAR Intermodal Loading Guide, and the vehicle construction must meet AAR M 930 or M 931 specifications effective on the date

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of shipping. For questions or assistance on blocking and bracing methods, please contact BNSF Damage Prevention Services. (See Appendix C for the phone numbers.)

- b. BNSF will not be responsible for any damages caused by failure of the shipper to properly block, brace or load the lading. The shipper is liable for damages, costs, fines, personal injury or death resulting directly or indirectly from failure to properly block, brace or load the lading.
- c. If a shipment is found to be improperly blocked, braced or loaded, the shipper will pay a charge of \$500 per occurrence, plus incur all expenses to adjust or transfer the load. (See Item 43: Shipment Adjustments.) In addition, if an improperly blocked, braced or loaded shipment has to be set out of a train, a \$2000 charge will be paid by the shipper. If a shipment causes a derailment or other damages to BNSF, all expenses incurred by BNSF will be charged to the shipper.
- d. All hazardous material shipments must be loaded, blocked and braced as specified in section 49 CFR 174.55 (Code of Federal Regulations pertaining to hazardous materials).

3. Shipper Origin Equipment Inspection

- a. When BNSF provides a vehicle, the shipper is responsible to inspect and determine if the vehicle is suitable to protect and preserve the lading during transit. The shipper is responsible for any additional drayage charges resulting from such rejection. BNSF

will not be liable for loss or damage to lading caused by defects in a vehicle that the shipper inspection could have discovered prior to loading.

BNSF retains the right, without obligation, to inspect and/or weigh a shipment when the vehicle is tendered or at any time while the vehicle is in BNSF's possession. This inspection by BNSF is to ensure that the shipment complies with the safety requirements, shipping instructions, and other issues addressed in this *BNSF Intermodal Rules and Policies Guide*. Failure of BNSF to inspect a shipment shall not make BNSF responsible for any loss or damage that might have been discovered by such an inspection and does not release the shipper from complying with all terms in this *BNSF Intermodal Rules and Policies Guide*.

4. Lading Inspection Beyond BNSF Premises

BNSF will make inspections of loads and lading beyond its premises at the shipper's request ONLY IF:

- The lading is short and the original seals are missing at the time BNSF surrenders possession of the vehicle(s).
- The lading is wet.
- The vehicle displays signs of damage due to negligence.

If an inspection is done, all blocking and bracing material utilized in the shipment must be readily available for inspection at the inspection site. If the above conditions do not exist, this inspection will be considered an extra service not included in the price authority. Inspection

requests should be made to the Damage Prevention, Inspection Service Bureau at 1-800-333-4686.

5. Shipper Provided Insurance and Liability Terms

For shipments with values exceeding BNSF’s limited liability of \$250,000, or \$100,000 on tank container shipments, the shipper may elect under certain conditions to provide its own insurance. The shipper can provide insurance coverage outside the transportation contract. BNSF’s limited liability remains at a \$250,000.

The shipper has the option to choose from three liability terms depending on the value or terms required for the shipment.

- The shipper may select a BNSF limited liability of \$250,000 per vehicle, except for tank container shipments which carry a limited liability of \$100,000.

Or, if the shipper wishes to obtain a higher loss or damage limit, it has these two options:

- The shipper may obtain shipper-supplied insurance.
- The shipper may obtain coverage under the terms of 49 USC 11706 (see Item 57: 49 USC 11706 Liability Terms).

BY ACCEPTING THIS TRANSPORTATION OFFER WITHOUT FOLLOWING THE PROCEDURES FOR LIABILITY TERMS SET FORTH IN ITEM 57: 49 USC 11706 LIABILITY TERMS, THE SHIPPER ACKNOWLEDGES THAT IT HAS CHOSEN TO ACCEPT THE PRICE AUTHORITY RATE LEVELS AND TERMS AS OUTLINED IN THIS *BNSF INTERMODAL RULES AND POLICIES GUIDE* INCLUDING LIMITED BNSF VALUE AND LIABILITY TERMS, ITEM 56: BNSF LIMITED LIABILITY.

(See Item 54: Lading Loss and Liability Application.) In addition, a Certificate of Insurance is required for drayage of private equipment by non-BNSF (UIIA) Access Agreement holders. (See Item 53: Private Equipment Drayage Insurance).

ITEM 56: BNSF LIMITED LIABILITY

BNSF is not liable for loss or damage to the lading until it takes actual possession of the vehicle, and BNSF’s liability ceases when the vehicle is tendered to another railroad, drayman, receiver or another party. Once free time expires, BNSF’s liability will only be that of a warehouseman. IN NO EVENT SHALL BNSF BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM DAMAGE TO OR LOSS OF A SHIPMENT.

1. Loss or Damage

BNSF shall not be liable for loss or damage to lading or to the vehicle where:

- a. The loss or damage is caused by shipper action or default, act of God, public enemy action, laws, riots or strikes, commodity’s inherent vice, or occurrences when the shipment is not in BNSF’s possession.
- b. The loss or damage is created by acts, omissions or negligence of the shipper or shipper’s agents.
- c. The loss or damage is produced by failure of the shipper or shipper’s agents to comply with the AAR Intermodal Loading Guide or BNSF loading or securement specifications.

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- d. The loss or damage results from a shipment's delay in transportation, unless BNSF, upon the shipper's request, agrees in writing in advance of the shipment to be responsible for such loss or damage.
- e. The loss or damage occurs to shipments made from a private siding, station, wharf or landing, where there is no BNSF representative; in such case, the shipment will be received at risk of the shipper until BNSF removes the shipment from that location.
- f. The loss or damage is generated by failure of the shipper or shipper's agents to comply with obligations stated in this *BNSF Intermodal Rules and Policies Guide*.

2. Shortages

BNSF shall not be liable for shortage of lading unless there is specific evidence of unauthorized entry into the vehicle while it was in BNSF's possession.

If a shortage is noted at destination, BNSF must be notified immediately and given a reasonable time to inspect the vehicle while it is still loaded. However, BNSF's failure to inspect the vehicle and lading will not be considered a waiver of any defenses BNSF may have to a claim or suit.

3. Additional BNSF Liability Limitations

In the event that loss or damage results from the concurrent negligence of BNSF and the shipper, or the concurrent negligence of BNSF and an act of God, public enemy

action, laws, riots, strikes, or commodity's inherent nature, BNSF's liability shall be no greater than the percentage of proven BNSF causal negligence. See Item 59: Lading Claims Filing Procedures outlining claims filing procedures and time limits for filing a claim.

If a shipment moves under the terms of a through intermodal ocean bill of lading with BNSF as a participating rail carrier, the liability of BNSF will be no greater than the liability of the ocean carrier issuing the bill of lading. The number of packages indicated in the "Total Number of Containers or Packages" section of the ocean bill of lading will be the maximum number of packages for calculation of BNSF's liability. If the number of packages cannot be ascertained with certainty from the ocean bill of lading, the number of packages within the vehicle will be equivalent to the customary freight count of the goods shipped.

If a shipment moves under the terms of a bill of lading issued by a trucking company that has limited liability terms, such as a maximum value per pound limitation, the liability of BNSF will be no greater than that of the trucking company issuing the bill of lading.

ITEM 57: 49 USC 11706 LIABILITY TERMS

The 49 USC 11706 provides for full value liability and other liability terms for BNSF and the shipper.

To make a shipment pursuant to the terms of 49 USC 11706, the shipper must comply with all of the following procedures:

1. BNSF must be notified no less than 48 hours before a shipment is tendered to BNSF that the shipper chooses this liability protection.
2. The shipper has obtained a special price authority that is no less than 200% of the applicable price authority. The price authority must reference 49 USC 11706 liability terms.
3. The shipping instructions must note the shipment is moving under 49 USC 11706 liability terms and is subject to a special price authority.
4. Shipments will be subject to released values contained in the Uniform Freight Classification document.
5. The shipment must be prepaid. Collect shipments are not accepted.

ANY SHIPPER TENDERING A SHIPMENT FOR TRANSPORTATION WITHOUT COMPLYING WITH ALL OF THESE PROCEDURES WILL BE SUBJECT TO THE BNSF LIMITED LIABILITY TERMS AS OUTLINED IN ITEM 56: BNSF LIMITED LIABILITY.

ITEM 58: UNLOCATED LADING LOSS OR DAMAGE

Unlocated damage is lading loss and damage where the cause cannot be determined by normal inspection.

BNSF will not reimburse for losses that are the responsibility of other parties or carriers. Reimbursement for unlocated lading damage occurring in the transportation cycle will be made only when charges for such unlocated lading damage are included in a specific BNSF price authority with reference to this item and are

prepaid. There is no minimum claim amount applicable, but there is a \$10,000 maximum claim amount that applies on unlocated damage or loss.

A shipment, moving under a specific BNSF prepaid price authority stating unlocated damages, is covered with the following exclusions:

- Any loss or damage covered by another source.
- Unexplained shortage if a trailer arrives at BNSF destination with the origin seal intact.
- The commodity's inherent vice.
- Fresh fruits and vegetables.
- Water, temperature or pressure damage due to loading in improper equipment or faulty private equipment, including damage resulting from the shipper's failure to protect the cargo against environmental temperature, humidity or pressure changes.
- The loss of market value due to the shipment's delay.
- Consequential damages or loss due to unlocated damages.
- Hazardous materials, substances and wastes if not properly identified and placarded in accordance with state and federal laws.
- War or nuclear perils that cause unlocated loss or damage.
- Any loss, damage or expenses incurred due to the shipment's overloaded conditions.

If damage or shortage is noted at the destination, BNSF must be notified at once and given a reasonable time to inspect the loaded vehicle. If repeat damage occurs, the shipper agrees to work in a cooperative effort to reduce such losses.

In no event shall BNSF be liable for special or consequential damages, loss of use to the

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vehicle's owner, or loss of the value for any vehicle lease.

Coverage will not be provided for any loss or damage to lading or vehicles with unlocated loss or damage due to an act of God, the public enemy, shipper's act or default, commodity's inherent nature, vehicle's design or condition that is not furnished by BNSF, laws, riots or strikes, or any occurrence that takes place when BNSF is not in actual possession of the vehicle.

All persons involved with a shipment shall, to the fullest extent possible, mitigate loss and damage on an equitable basis. The shipper/receiver should dispose of any salvage to the best possible advantage and deduct a salvage allowance from the claim, or give a reasonable allowance when lading is retained or withheld from the salvage market.

The claims process is outlined in Item 59: Lading Claims Filing Procedures. Located damage will be handled in accordance with the other items in the Liability section.

ITEM 59: LADING CLAIMS AND FILING PROCEDURES

Filing Claims Time Limit

Regardless of loss or damage cause, the shipper must file claims for lading loss or damage in writing (rather than by phone). Claims must be received by BNSF within nine months after the delivery date or, in the event of non-delivery, a reasonable time for delivery.

Filing Claims Requirements

The claim must be properly supported with documentation to establish loss and damage, monetary amount, quantity and type.

A claim for lading loss and damage or a suit may be initiated and maintained against BNSF only by the rail shipping transaction party, and the price authority party with BNSF. A person who is not party to a price authority with BNSF will have no claim or cause of action against BNSF for loss or damage to lading.

The claim must comply with the minimum filing requirements contained in 49 CFR Section 1005.2 (b). The claim must fully identify the rail shipment and request payment of a certain amount, or the claim will not be deemed filed.

The following outlines claims procedures.

1. Claims Requirements

Include with each claim:

- a. A copy of the shipping instructions and other shipping documents.
- b. Documents establishing the responsibility for liability and the amount of monetary loss.
- c. Shortage claims must be supported by seal records, and loading/unloading records.
- d. Supporting records detailing the nature of the damage or loss.
- e. Examples of documents giving evidence of damage include delivery receipt, inspection report, receiver's receiving record and photographs. (Photographs must always be provided.)

2. Claims Address

Send claims to:

Director Freight Claims

BNSF

P.O. Box 1738

Topeka, Kansas 66601-1738

Phone: 1-800-234-9652

FAX: 1-913-435-4120

3. Lawsuit file time limit

All loss or damage suits filed against BNSF shall be filed within one year of the date BNSF declines the claim that the suit is based. If a claim is not submitted, the suit must be filed within one year of the shipment delivery date.

4. Lawsuit file location

All loss or damage suits filed against BNSF shall be filed in a Federal Court with jurisdiction and district location of the shipment's origination on BNSF.

(Equipment claims are outlined in Item 61: Equipment Liability and Claims Procedures.)

ITEM 60: SHIPPER GENERAL LIABILITY

The shipper will be liable to BNSF or any third party for property damage, personal injury or death proximately caused by or resulting from (1) failure to comply with any requirement set forth in this *BNSF Intermodal Rules and Policies Guide*, including, but not limited to, equipment specifications and standards, (2) a defect in a vehicle supplied by shipper, or (3) failure of the shipper to load and brace the lading properly and in accordance with the requirements set forth in this *BNSF Intermodal Rules and Policies Guide*, unless caused by the proven sole negligence of BNSF.

IT IS EXPRESSLY INTENDED THAT THE SHIPPER IS TO INDEMNIFY BNSF PURSUANT TO THE FOREGOING; SUCH INDEMNITY SHALL INCLUDE (1) INDEMNITY FOR THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF BNSF, WHETHER ACTIVE OR PASSIVE, WHERE SUCH BNSF NEGLIGENCE IS A CAUSE (BUT NOT THE SOLE CAUSE) OF THE LOSS OR DAMAGE; (2) INDEMNITY FOR STRICT LIABILITY RESULTING FROM VIOLATION OR ALLEGED VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION BY BNSF, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL EMPLOYERS LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, AND THE OCCUPATIONAL HEALTH AND SAFETY ACT.

The shipper will defend and indemnify BNSF from and against the loss and damage described above and for the cost of defending claims filed against BNSF for such damage, including, but not limited to, reasonable attorney's fees necessary to defend against claims or suits. Upon tender of the defense for any claim or action against BNSF, shipper shall, at its expense, defend BNSF in such a claim or action.

Acceptance by BNSF of a shipment not in compliance with this *BNSF Intermodal Rules and Policies Guide* will not serve to release the shipper from its obligations, including the obligation to defend and indemnify BNSF.

The shipper or owner of any vehicle (including a tank container or bulk bladder contents) will be responsible for any necessary environmental clean up, except for clean up required resulting from proven gross negligence of BNSF.

All persons involved with a shipment will, to the fullest extent, cooperate with BNSF to mitigate any loss and damage on an equitable basis.

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The shipper/receiver shall dispose of any salvage to the best possible advantage and deduct salvage proceeds from the claim, or give a reasonable allowance toward the claim when lading is retained or withheld from the salvage market.

ITEM 61: EQUIPMENT LIABILITY AND CLAIMS PROCEDURES

Equipment liability and claims procedures are outlined for rail-controlled and private equipment.

1. Rail-controlled Vehicles Liability and Claims

Liability and claims on rail-controlled vehicles are governed by the BNSF (UIIA) Access Agreement. For questions, please contact a BNSF (UIIA) Access Agreement holder.

2. Private Vehicles Liability and Damage Claims

a. BNSF liability

BNSF will be responsible for vehicle structural damage when BNSF or its agents are proven negligent. BNSF can, without the owner's consent, repair any damage that BNSF is responsible for, or terminate the vehicle to the owner at origin or the nearest interchange point for owner's repair.

However, BNSF is not responsible for:

1. Damage to private trailers not equipped with full length lift pads or those that do not comply with AAR specifications.
2. Any lading or equipment damage resulting from the vehicle exceeding the height, length, width or other specifications as outlined in Item 27: Vehicle Specifications and Standards.
3. Normal wear and tear to the vehicle or cosmetic damage not affecting the

vehicle's structural integrity. (See Item 39: Newly Manufactured Vehicles.)

4. Inspecting the vehicle for failure or defect.
5. Damages arising from loss, damage or consequential loss of the vehicle use sustained by the shipper.

BNSF's acceptance of the vehicle does not waive the shipper's liability for complying with Item 27: Vehicle Specifications and Standards.

b. Shipper liability

The shipper is liable for damages, personal injury or death resulting directly or indirectly from failure to comply with Item 27: Vehicle Specifications and Standards, or defects in a private vehicle or chassis. The shipper will indemnify BNSF from all loss, damage and costs of defending claims for loss or damages against BNSF as they relate to private vehicles.

c. Claims procedures

All claims should be filed in writing within 60 days when the equipment arrives at destination. If BNSF is proven responsible for the damage, BNSF will repair or bear the cost of repair based on provisions of AAR Interchange Rules.

All equipment claims require:

1. An interchange inspection report when the vehicle is delivered to or received from BNSF.
2. A copy of the actual repair invoice showing labor and material charges.

- 3. A vehicle manufacture date when repairs exceed \$450.
- 4. The depreciated value statement when repairs exceed \$1,000.

d. Claims address

Send claims to:

Director of Intermodal Maintenance
 BNSF
 3611 W. 38th Street
 Chicago, Illinois 60632

e. Private vehicles depreciated value

When BNSF is responsible for loss, theft or destruction to the shipper’s vehicle, BNSF will pay the depreciated equipment value at the time of occurrence. The original vehicle cost, month and year manufactured, and a copy of the vehicle purchase invoice should be filed with the claim.

However, if the repair costs are estimated to exceed the depreciated value, BNSF may dispose of the salvage without prior consent of the owner.

If the owner requests the salvage be returned, BNSF may return it, if practical, and a settlement will be based on the depreciated value less the salvage value.

The owner assumes all conditioning, loading and transporting costs to forward the salvage. The following outlines the salvage value per vehicle, that will be deducted from any depreciated value calculated if the shipper requests the vehicle’s return:

The term vehicle includes special equipment and accessories (except temperature controlled devices). For this purpose, a container with a chassis is considered separately.

Salvage value is \$300 per vehicle plus \$53 per tire for all devices, regardless of condition. Temperature controlled devices and all parts, including fuel tanks, are \$500 per vehicle, regardless of condition.

In the event BNSF is liable, the shipper should use the following index to calculate the vehicle’s depreciated value (the index adjusts for inflation).

f. Vehicle Value Cost Factor Index

<i>Trailers</i>		<i>Container</i>	
Year	Cost Factor	Year	Cost Factor
1985	100	–	–
1986	105	–	–
1987	104	–	–
1988	107	1988	100
1989	112	1989	109
1990	108	1990	110
1991	121	1991	118
1992	110	1992	111
1993	108	1993	113
1994	114	1994	114
1995	119	1995	120
1996	116	1996	134
1997	116	1997	117

g. Salvage calculations

To determine the salvage calculations for the depreciated value of a damaged, destroyed, lost or stolen vehicle:

- 1. Obtain the original vehicle’s cost and year built.

Multiply by the Cost Factor Index for the year prior to the damage.

- 2. Divide by the Cost Factor Index for the year the vehicle was built.

LIABILITY

3. Divide by the life of a vehicle, 120, as prescribed by the AAR.
4. Multiply by the number of months in use.
5. Subtract number 2.'s answer from number 4.'s answer to determine the depreciated value.

h. *Depreciated value example*

A trailer built in 1989 that cost \$13,360 was destroyed in 1998. To calculate the depreciated value, see the following example.

1. Original cost \$13,360
Multiplied by the Cost Factor Index
for the year prior to damage x 116
\$ 1,549,760
2. Answer to number 1. \$1,549,760
Divided by the Cost Factor Index
for the year the vehicle
was built / 112
Equals reproduction cost \$ 13,837
3. Answer to number 2. \$ 13,837
Divided by 120, the life of a
vehicle as prescribed
by the AAR ÷ 120
Equals depreciated amount 115.30
per month
4. Answer to number 3. 115.30
Multiplied by the number
of months in use x 107
\$ 12,337
5. Answer to number 2. \$ 13,837
Minus answer to number 4. – \$ 12,337
Equals depreciated value \$ 1,500

i. *Depreciated value exceptions*

A new, rebuilt or stretched vehicle, special equipment, accessories or a temperature controlled vehicle and devices are depreciated on a straight line basis as follows.

1. A new, rebuilt or stretched vehicle, special equipment and accessories are depreciated at 10% per year applied to the vehicle's age, with a maximum depreciation limit of 90% of the reproduction cost.
2. A temperature controlled vehicle and devices with all components has a reproduction cost the same as the current market price and will depreciate at 10% per year applied to the vehicle's age, with a maximum depreciation limited to 95% of the reproduction cost.

ITEM 62: FEDERAL EXCISE TAX AND TAX REFUND RESPONSIBILITIES

The shipper must request BNSF to produce the required loss or destruction documentation, so the shipper can file a claim with the government to receive a federal Excise Tax refund or credit allowance on such shipments as alcohol, alcoholic beverages, tobacco, tobacco products, or firearms. Whether or not a refund claim is actually filed or not, the amount equivalent to the Federal Excise Tax will not be made part of any claim against BNSF, and BNSF will have no liability for such amount or its equivalent. If the shipment is insured, there will be no subrogation against BNSF.

Accessorial charges – Charges other than freight charges, for services that include, but are not limited, to load, unload, storage, chassis use, pick up, detention, repackage, overload, driver standby, driver assist, driver count, lift, and split delivery. These charges are referenced throughout this document and some are outlined in Appendix B.

Actual Receiver – Person or legal entity who receives freight at the final destination, generally the party accepting or using the freight.

Actual Shipper – Person or legal entity whose goods are being shipped, generally the manufacturer or producer.

Automated Clearing House (ACH) – Type of method to send electronic payments to BNSF. For ACH Debit, the receiver initiates funds transfer, and for ACH Credit, the sender initiates the funds transfer. Contact BNSF Credit and Collections to establish these types of payments.

BNSF – The Burlington Northern and Santa Fe Railway Company. For the sake of brevity, BNSF shall be understood to include any other carrier or agents when BNSF is included in the price authority.

BNSF (UIIA) Access Agreement – Uniform Intermodal Interchange Agreement. BNSF's contract addendum to the Intermodal Association of North America's Uniform Intermodal Interchange and Facilities Access Agreement. Also considered the BNSF Equipment Interchange Contract. A contract between BNSF and a drayman allowing for the removal of a rail-controlled vehicle from a BNSF facility for shipment delivery or pick up.

Beneficial Owner – Person or legal entity who owns or has title to the freight during transportation.

Bill of Lading – Shipping document or shipping instructions sent by the shipper that initiates the movement of a vehicle.

BOE – Bureau of Explosives.

Bulk Bladder – A “bladder-like” or sealable liner used to transport the commodity (usually liquid) within a vehicle. Also referred to as flexitank shipments due to the commodity being enclosed in a temporary “tank-like” or “bladder-like” casing.

Centralized Waybilling Center – BNSF's department that processes shipping instructions.

Chassis – An undercarriage with wheels constructed to accommodate containers or flat racks to move on the highway.

COFC – Abbreviation for container on flatcar. This indicates the type of movement for a container without a chassis.

Collect – Freight payments made to the destination rail carrier on an interline movement.

Commodity – Contents in a vehicle (loaded or empty) described on the shipping instructions and corresponds to the associated STCC. Also referred to as shipment, freight, gross cargo, articles, materials, substances, or wastes.

Complete Offer – Shipper accepting the offer of the *BNSF Intermodal Rules and Policies Guide* and the price authority in effect at the time shipping instructions are given to BNSF.

Container – A freight vehicle without a chassis, constructed to allow for the attachment of a removable chassis for further transportation.

Day – A 24-hour period.

DEFINITIONS

Daylight Savings Time – BNSF railroad operations and charges observe daylight savings time when in effect.

Delivery – Deliver a vehicle to BNSF's facility or the shipper's facility. BNSF delivery is controlled by the service code on the shipping instructions.

Detention Charges – Compensation due a vehicle owner or lessor when its equipment is detained beyond an agreed period of time.

DOT – Department of Transportation.

Drayage – Trucking services intended for rail intermodal shipments to obtain or deliver shipments in instances such as cross-towns, trailer terminations, pick ups and deliveries, and IMX drayage. Also referred to as dray.

Drayman – The driver or owner of the truck company performing the trucking or drayage services. BNSF controlled drayage is determined by the service code on the shipping instructions.

Driver Assist – When the drayman is required to load, unload or assist in the loading or unloading of vehicles.

Driver Standby – When the drayman is required to wait with a vehicle at the actual origin or actual destination.

Drop and Pull – When a drayman leaves a vehicle at a shipper's facility to load or unload with the intention of obtaining the loaded or empty vehicle at a later scheduled time.

EDI – Electronic Data Interchange.

Electronic Funds Transfer (EFT) – Type of method to send electronic payments to BNSF. See ACH.

Equipment – All shipping devices stated in the vehicles definition, as well as all types of equipment that may be used for handling or moving intermodal shipments including, but not limited to railcars, lift equipment, scales, locomotives, tractor-trailers, and track structures.

Exempt – Not governed by federal regulatory boards.

Fax guarantees – A faxed letter guaranteeing payment of storage charges to BNSF at the time the vehicle is removed from a BNSF facility. It will be accepted only from the shipper or notify party and must be on company letterhead, signed by an authorized representative of the guarantor and indicate company name, address, phone number, vehicle initial and number, and applicable dates for storage charges.

Free Time – Amount of time before charges apply. Different free time applies for storage and detention.

Freight Charges – The price authority rate for movement of a vehicle and any other charges incurred as stated on an invoice or freight bill sent to shipper for payment. Also considered payments due to BNSF.

Gross Cargo Weight – Total weight of lading (cargo), including blocking, bracing and pallets.

Hazardous Commodities – Materials as defined by the DOT in the Code of Federal Regulations (49 CFR) as hazardous materials, hazardous wastes and hazardous substances.

Holidays – BNSF observed U.S. holidays: New Year's Day, Presidents' Day, Memorial Day,

Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24, and Christmas Day. (See Item 44: Storage Free Time and Charges for more details.)

Holidays listed within this definition are not applicable for NACS equipment (see Item 47: North American Container System).

Mexican national holidays observed: New Year's Day, Mexican Constitution Anniversary, Benito Juarez's Birthday, Holy Thursday, Good Friday, Labor Day, Battle of Puebla, Independence Day, Columbus Day, President's Report, Day of the Dead, Revolution Anniversary, Our Lady of Guadalupe and Christmas Day.

Canadian national holidays observed: New Year's Day, Good Friday, Memorial Day, Independence Day, Civic Day, Labor Day, Thanksgiving Day and Christmas Day.

Hub Center – BNSF designated facility for interchange of intermodal vehicles for loading, unloading, delivery or pick up.

I.T. – (Immediate Transportation Manifest) Customs document for international import traffic.

IMX Facility – Intermodal Marketing Extension facility which provides over-the-road transportation to and from a BNSF rail hub center.

In-gate – Vehicle arriving at and being tendered to a BNSF facility. When delivering the vehicle to a BNSF facility, the drayman must state the applicable shipper and destination.

Interchange – The transfer of a vehicle from one rail carrier to another.

Interline – Movement between two or more rail carriers. (See Item 3: Price Authorities Application

for Joint-line, Rule 11, other types of interline shipments, and price authorities.) Proper shipping instructions are required.

Intermodal/Automotive Service Support Center – BNSF Accounting group to handle some shipping instruction changes.

Intermodal Equipment Register – Describes trailer and container attributes such as length, width, ownership, etc.

Intermodal Facility – Considered a BNSF hub center, rail facility, IMX facility, facility, hub, or ramp.

Intermodal Safe Container Act – For shipments over 29,000 pounds, the Act requires actual gross cargo weight, reasonable commodity description, a certifying party (BNSF deems the certifying party as the shipper unless otherwise indicated on the shipping instructions), and the certify or transfer date (BNSF uses the shipping instruction date unless otherwise notified). BNSF will not accept any Safe Container information at the gate. All information must be stated on the shipping instructions.

International – Shipments with an immediate prior or subsequent water move or when the shipper has proof of importation/exportation to or from the territories of the U.S. (which include the Panama Canal Zone), Hawaii or foreign countries. International rates do not apply to shipments between the Continental U.S., Mexico, Canada or Alaska.

Joint-line – A type of interline shipment. Joint-line price authority is one price authority, applying to the entire movement from rail origin to rail destination on two or more railroads. The rate

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includes all interchange charges unless otherwise noted. Send the shipping instructions only to the origin carrier, who forwards the shipping instructions to the other carriers in the route.

Lifts – Lifting (loading) the vehicle on or off a railcar. Also considered flips.

Load – Place vehicle on a railcar. Also referred to as ramping or lifting a vehicle. A vehicle containing some commodity.

Logistics – A BNSF Intermodal customer relations group to handle service related problems.

M 930 and M 931 – Published by the Association of American Railroads, identifies trailer and container construction requirements and defines standards and recommended practices.

Manifest – Listing of the commodities within a vehicle and their quantities.

Marketing – A group handling the Marketing and pricing of BNSF Intermodal service offerings.

Maximum Gross Weight – The maximum gross weight allowed on BNSF is 65,000 pounds, which includes the vehicle, chassis, other equipment, and gross cargo weight.

NACS – North American Container System program allows specially marked containers to move among participating railroads. The variable or street time equipment expense is not included in the line haul transportation rate. The shipper pays a per day equipment use charge.

Notification – BNSF advises the notify party that a vehicle is available for pick up, delivery, loading,

unloading, problem with the shipment, or an error in the documentation or shipping instructions.

Notify Party – Person identified on the shipping instructions to be notified on a shipment's availability (typically the shipper, receiver, beneficial owner, drayman or their agents, employees or contractors).

Ocean Carrier – Synonymous with shipper and/or receiver.

Out-gate – Vehicle removed from a BNSF facility. Upon retrieving the vehicle from a BNSF facility, the drayman must indicate shipper, vehicle initial and number and assigned pick up (security) number.

Payments – The price authority rate for movement of a vehicle and any other charge(s) incurred as stated on an invoice or freight bill sent to the shipper for payment. Also considered freight charges.

Person – Includes, but not limited to, individuals, sole proprietors, partnerships, corporations, associations, cooperatives, trusts and other entities.

Pick up – To retrieve a vehicle, such as obtaining a vehicle from a shipper's facility or a BNSF facility. Not considered a lift or flip.

Prepaid – Freight payments made to the originating rail carrier on an interline shipment prior to the shipment's release.

Price Authority – Price authority documents such as FAKs, special quotations, or multi-party agreements that indicate the rate for a movement. The correct price authority and associated information needs to be provided on the shipping

instructions in order to apply the appropriate rate to a shipment. Once a vehicle has been accepted at a BNSF facility, the price authority document name may not be changed.

Private Equipment – Equipment not considered railroad owned or leased, also considered shipper equipment. Equipment for which the railroad has no per diem responsibility.

Prohibited Commodities – Commodities not allowed for shipment on BNSF.

Quick Bill – Temporary shipping instructions that allow a vehicle in the gate at a BNSF facility. Drayman must provide shipper, origin, destination, and quick bill number. Shipper must provide complete shipping instructions within 24 hours of the vehicle being tendered at a BNSF facility.

Rail-Controlled Drayage – BNSF performed drayage for pick up or delivery of a shipment.

Rail-Controlled Equipment – Equipment owned or leased by a railroad, or equipment for which a railroad has per diem responsibility. This includes private international containers moving under the BNSF ISO container program.

Receiver – Person or legal entity receiving the shipment at destination and including receiver's agents, employees and independent contractors acting on behalf of the receiver. The person receiving a vehicle who may or may not be at the final destination.

Restricted Commodities – Commodities requiring a special price authority for the commodity. All shipping instructions must declare the actual restricted commodity description and actual

applicable STCC (a FAK description and FAK STCC is not valid).

Rule 11 – A type of interline shipment. Rule 11 price authority allows shipments to be interchanged to another railroad. Shipping instructions should only be sent to the origin carrier. Rule 11 must be indicated on the original bill of lading along with each price authority for the rail carriers involved in the movement. A cross-town transfer is not included on Rule 11 shipments that originate on BNSF. Rule 11 must be specifically provided for in a BNSF price authority and if is not indicated, the rate assessed will be the BNSF FAK published interline (joint-line) rate in effect at the time of shipment.

Service – Origin and destination pairs specified on a price authority. Part of service offering.

Service Code – The required two digit number on the shipping instructions indicates the equipment ownership (rail-controlled or private) and type of movement (delivery) as stated on the price authority.

Service Level – Types of service options depending on cutoff or delivery requirements.

Service Offering – Service offering includes origin, destination, rate, service code, service level, and equipment type, size, and ownership. Can also be referred to as service.

Service Schedules – As stated in the BNSF Service Schedules book or website with the offered cutoff, availability, equipment and service level for BNSF origin and destination pairs.

Shipment – Vehicle, freight, traffic, unit, movement or lading tendered with a shipping document at an

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origin for movement to a destination, regardless of a load or empty. The price charged per shipment is stated in the price authority.

Shipper – Person or legal entity shipping vehicle from origin and including shipper’s agents, employees and independent contractors acting on behalf of the shipper, receiver and beneficial owner; usually the person sending shipment instructions. For tank containers, the shipper is also considered the vehicle owner.

Shipping Instructions – Bill of lading sent via EDI or fax from the shipper.

Split Pick up or Delivery – Pick up (obtain) freight at multiple (more than one) locations on the way to the origin intermodal facility, or deliver to multiple locations from a destination intermodal facility when performing drayage for one shipment.

STCC – Standard Transportation Commodity Code for commodity description on the shipping instructions.

Stop-offs – Shipment delivered or obtained at more than the one location. If BNSF is involved in the drayage, charges are incurred for additional stops.

Storage Charges – Charges associated with the period of time that a vehicle is held at a BNSF facility beyond notification and free time.

Tank Container – Any tank used for bulk transportation without a permanently affixed undercarriage which may be mounted on a chassis.

Tendered – Shipper delivers a vehicle to a BNSF facility or BNSF receives a vehicle based on service code with the proper and complete shipping instructions.

TOFC – Abbreviation for trailer on a flatcar. This indicates the type of movement such as trailer on a flatcar or a container moving with chassis.

Trailer – A freight vehicle with permanently attached undercarriage and wheels used for highway or rail transportation.

Transportation Contract – A transportation contract (complete offer) is created each time BNSF receives a shipment according to the offer contained in the *BNSF Intermodal Rules and Policies Guide* and relevant price authority.

Trucker Interchange – A contract between BNSF and a drayman allowing for the removal of a rail-controlled vehicle from a BNSF facility for a shipment delivery or pickup.

UFC – Uniform Freight Classification, which classifies freight by category.

UN/NA – The number designator for hazardous materials.

Uniform Bill of Lading – A form of the bill of lading prescribed by the Surface Transportation Board.

Unload – Remove a vehicle from a railcar. Also referred to a deramping a vehicle. Remove (unload) commodity from a vehicle.

Unlocated Damage – Loss and damage to lading where the cause cannot be determined by normal inspection.

Vehicle – A railroad owned, controlled, or a privately owned, controlled trailer, container (with or without chassis), flat bed, flat rack (with or without chassis), tank container (with or without chassis), chassis, or temperature controlled vehicles (also considered mechanical reefers or

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generator powered, with temperature gauges, fuel tanks, or devices). This is the physical equipment used for movement of a shipment or commodity. Also refers to a load or empty.

40 CFR – Code of Federal Regulations written by the United States Environmental Protection Agency.

49 CFR – Code of Federal Regulations written by the United States Surface Transportation Board, the Department of Transportation and the Federal Railroad Administration.

Appendix A: BNSF STORAGE FREE TIME AND CHARGES – PRIVATE EQUIPMENT (NON-BONDED)

MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED
G, P, D and Y Service:									
N	F	F	100*						
	N	F	F	100*					
		N	F	F	100*				
			N	F	F	100*			
				N	F	F	100*		
					N	F	F	100*	
						N	F	F	100*
R Service:									
N	F	F	100*						
	N	F	F	100*					
		N	F	F	100*				
(Prior 5 p.m. Thursday)			N	F	X	X	F	100*	
(After 5 p.m. Thursday)			N	X	X	X	F	F	100*
				N	X	X	F	F	100*
					N	X	F	F	100*
						N	F	F	100*

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*This is for reference only and is not comprehensive.
For complete details, refer to Item 44: Storage Free Time and Charges.*

<p>Private Equipment (Non-bonded Freight) N = Notification F = Free Time X = Excluded from calculation of Free Time 100 = \$100 first chargeable day * = At some locations storage charges are \$50 per day Free Time = Day of Notification plus 48 hours Holidays = If holiday falls within the Free Time, holiday not chargeable</p>
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Appendix A: BNSF STORAGE FREE TIME AND CHARGES – PRIVATE EQUIPMENT (BONDED)

MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	
G, P, D and Y Service:												
N	F	F	F	F	100*							
	N	F	F	F	F	100*						
		N	F	F	F	F	100*					
			N	F	F	F	F	100*				
				N	F	F	F	F	100*			
					N	F	F	F	F	100*		
						N	F	F	F	F	100*	
R Service:												
N	F	F	F	F	100*							
	N	F	F	F	X	X	F	100*				
		N	F	F	X	X	F	F	100*			
			(Prior 5 p.m. Thursday)	N	F	X	X	F	F	F	100*	
			(After 5 p.m. Thursday)	N	X	X	X	F	F	F	F	100*
				N	X	X	F	F	F	F	F	100*
					N	X	F	F	F	F	F	100*
						N	F	F	F	F	F	100*

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*This is for reference only and is not comprehensive.
For complete details, refer to Item 44: Storage Free Time and Charges.*

Private Equipment (Bonded Freight)
 N = Notification
 F = Free Time
 X = Excluded from calculation of Free Time
 100 = \$100 first chargeable day
 * = At some locations storage charges are \$50 per day
 Free Time = Day of Notification plus 96 hours
 Holidays = If holiday falls within the Free Time, holiday not chargeable

Appendix A: BNSF STORAGE FREE TIME AND CHARGES – RAIL-CONTROLLED EQUIPMENT

MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	
G, P, D and Y Service:									
N	F	100*							
	N	F	100*						
		N	F	100*					
			N	F	100*				
				N	F	100*			
					N	F	100*		
						N	F	100*	
R Service:									
N	F	100*							
	N	F	100*						
		N	F	100*					
			N	F	100*				
			(Prior 5 p.m. Thursday)	N	F	100*			
			(After 5 p.m. Thursday)	N	X	X	X	F	100*
				N	X	X	F	100*	
					N	X	F	100*	
						N	F	100*	

*This is for reference only and is not comprehensive.
For complete details, refer to Item 44: Storage Free Time and Charges.*

Rail-controlled Equipment
 N = Notification
 F = Free Time
 X = Excluded from calculation of Free Time
 100 = \$100 first chargeable day
 * = At some locations storage charges are \$50 per day
 Free Time = Day of Notification plus 24 hours
 Holidays = If holiday falls within the Free Time, holiday not chargeable

Appendix B: CHARGES AND AMOUNTS

The shipper is responsible for all charges and amounts mentioned throughout this *BNSF Intermodal Rules and Policies Guide*. Listed are some of the Items, associated charges, and amounts as reference. See the appropriate Items for the complete details. All charges and amounts are subject to change. Multiple charges or amounts can be incurred when applicable.

ITEM	APPLICABLE CHARGES/AMOUNTS
General Rules	
Item 3: Price Authorities Application, stated on shipping instructions Rule 11, not indicated and no interline FAK	as applicable \$500 + FAK rate
Item 10: Laws and Regulations Compliance charges	any applicable
Item 11: Arbitration, cannot exceed	\$25,000 per shipment
Billing and Shipping Instructions	
Item 13: BNSF Credit and Collections, freight charges not paid in full	\$50 per shipment
Item 15: Shipping Instruction Changes, after in-gate and before loading Removal of vehicle prior to outbound movement Destination change after vehicle loaded on railcar Change notify party after notification	\$50 per shipment \$200 per shipment \$500 per shipment \$50 per shipment
Item 18: Rail Carrier Bond	\$125 per shipment, \$200 misinformation
Item 19: Shipment Misdescription	\$500 per shipment
Item 20: Accessorial Services and Charges	as applicable
Item 23: Fuel Surcharge and Special Assessments	as applicable
Item 24: Prohibited Commodities, Equipment, and Associated Charges	\$10,000 per shipment
Item 25: Restricted Commodities, Equipment, and Associated Charges Coiled Metal, non compliance	\$5,000 per shipment \$10,000 per shipment
Item 26: Hazardous Commodities charges Clean up, loss, or damage property or vehicle, or excess storage	any incurred cost + 50%, \$500 minimum
Equipment	
Item 28: Oversized Shipments, adjustments	as applicable
Item 29: Maximum Vehicle Weight, tender overweight	\$500 per shipment + costs
Item 31: Container Lift Provisions Private equipment left on railcar due to no chassis	\$50 per lift storage charges + \$100 per day
Item 32: Furnishing Chassis Pick up and delivery deviation at Portland, Seattle, Tacoma International interchange on non-BNSF chassis	\$50 per shipment \$165 per shipment + cross-town drayage
Item 37: Bulk Bladder Shipments, incidents	cost + 50%, \$500 minimum
Item 42: Shipper Unloading and Cleaning Vehicles charge	cost + 25%, \$250 minimum
Storage, Detention and Other Charges	
Item 44: Storage, after free time, location and equipment specific	\$100 or \$50 per day
Item 45: Detention Drop and pull, after free time	\$25 day 1-5, \$50 per day thereafter + drayage
Item 46: Driver Loading/Unloading Free Time and Charges Driver standby, after free time Driver assist, no free time	\$20 each 15 minutes \$20 each 15 minutes
Item 47: NACS, origin after out-gated, destination after notification Interchange NACS equipment to non-NACS members	\$15 per day \$350 per vehicle
Drayage	
Item 50: Non-Utilization of BNSF Drayage, after in transit	\$75 + drayage charges
Item 51: Multiple Deliveries, after in transit	\$50 + drayage charges
Item 52: BNSF Drayage Inability	\$75 per attempt + storage charges
Liability	
Item 54: Lading Loss and Liability Application, BNSF not liable for damage (less than) BNSF Limited Liability	\$250 per shipment \$250,000 per vehicle, \$100,000 per tank container
Item 55: Shipper Responsibilities	\$500 per shipment + \$2000 in transit + other expenses
Item 57: 49 USC 11706 Liability Terms	minimum 200% of applicable rate
Item 58: Unlocated Lading Loss or Damage	\$ 10,000 maximum
Item 60: General Liability for loss and damages	as applicable
Item 61: Equipment Liability and Claims	see formula

Appendix C: PHONE NUMBERS

Phone numbers referenced within this document.

- **BNSF's Intermodal Business Unit: 1-888-IBU-BNSF (1-888-428-2673)**

Select from the following options:

- 1 **Unit Tracing**

- 2 **Logistics**

- 1 Intermodal Marketing Companies
 - 2 Truckload
 - 3 International
 - 4 Perishables
 - 5 LTL
 - 6 Automotive
 - 7 Extended Coverage

- 3 **Marketing**

- 1 New Customers
 - 2 Intermodal Marketing Companies
 - 3 UPS,LTL and Postal
 - 4 Truckload and Refrigerated
 - 5 International
 - 6 National Accounts
 - 7 Spot Marketing

- 4 **C E O (Equipment Orders)**

- 5 **Billing and Storage**

- 1 Shipping Instruction Changes Prior To In-Gate
 - 2 Shipping Instruction Changes After In-Gate
 - 3 Storage
 - 4 Detention
 - 5 Freight Billing/Accounts Receivable

- 6 **Service Interruptions**

- **Fax Shipping Instructions (Centralized Waybill Center Fax): 1-800-786-2455**

- **Notify Party Changes/Storage Fax Guarantee (Intermodal/Automotive Support Center Fax): 1-800-234-5079**

- **Notification Refusals (Notification Desk Fax): 1-800-699-9368**

- **Damage Prevention (Inspection Service Bureau): 1-800-333-4686**

- **NACS (Street) Interchange Fax: 1-800-228-7965**

- **Freight Claims: 1-800-234-9652 (phone)/1-913-435-4120 (fax)**

Please fill out this reply card and return to BNSF to indicate that you have received your new BNSF Intermodal Rules and Policies Guide.

By returning this card, your name will be added to the mailing list to receive updates.

Name _____

Title _____

Company _____

Address _____

City _____ State _____ ZIP _____

Phone _____ FAX _____

Internet E-Mail address _____

Please send me _____ more guides for other people in my organization.

Comments/Suggestions to improve this Rules and Policies Guide _____



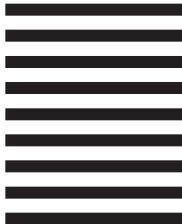
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NECESSARY
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IN THE
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BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 1252 FORT WORTH TX

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PO BOX 961056
FORT WORTH TX 76161-9849



The Burlington Northern and Santa Fe Railway Company
2650 Lou Menk Drive
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