

**BNSF Intermodal  
Rules and  
Policies**

**Guide**

# BNSF INTERMODAL RULES AND POLICIES GUIDE

Effective: July 1, 2008

Updated: April 17, 2012 (see Changes)

Issued by BNSF Railway Company.

This *BNSF Intermodal Rules and Policies Guide (R&PG)* replaces the previous *BNSF Intermodal Rules and Policies Guide* dated May 2, 2005, except as specifically noted.

This *R&PG* is available at <http://www.bnsf.com>. Any changes to this *R&PG* will be noted on the Web.

# BNSF Intermodal Process

Scope of BNSF Intermodal Rules and Policies Guide

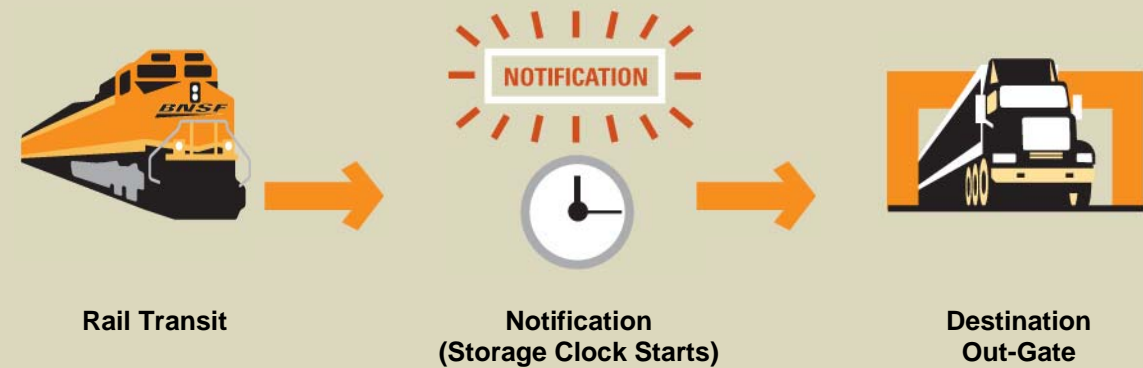
One-Time Activities



Shipment Specific Events



Hub-to-Hub Events



# TABLE OF CONTENTS

- GENERAL APPLICATION ..... 6**
  - ITEM 1: RULES AND POLICIES GUIDE APPLICATION..... 6
- CREDIT AND COLLECTIONS ..... 7**
  - ITEM 2: CREDIT AND COLLECTIONS..... 7
  - ITEM 3: PRICE AUTHORITIES APPLICATION ..... 8
  - ITEM 4: SURCHARGES AND SPECIAL ASSESSMENTS..... 10
  - ITEM 5: ACCESSORIAL SERVICES ..... 11
- SHIPPING INSTRUCTIONS ..... 12**
  - ITEM 6: COMPLETE OFFER AND ACCEPTANCE..... 12
  - ITEM 7: SHIPPING INSTRUCTIONS..... 12
- SERVICE..... 17**
  - ITEM 8: INTERMODAL SERVICE..... 17
- EQUIPMENT ..... 18**
  - ITEM 9: SHIPPER LOADING AND UNLOADING EQUIPMENT ..... 18
  - ITEM 10: EQUIPMENT SPECIFICATIONS..... 19
  - ITEM 11: DRIVER REGISTRATION (AND UIIA TRUCKER INTERCHANGE AGREEMENT)..... 20
  - ITEM 12: PRIVATE EQUIPMENT INSURANCE ..... 21
  - ITEM 13: EQUIPMENT WEIGHT ..... 23
  - ITEM 14: LIFT PROVISIONS (FLIPS)..... 24
  - ITEM 15: FURNISHING CHASSIS..... 25
  - ITEM 16: TEMPERATURE-CONTROLLED EQUIPMENT..... 26
  - ITEM 17: PORTABLE TANK CONTAINERS..... 27
  - ITEM 18: BUNDLED EQUIPMENT..... 28
  - ITEM 19: BULK BLADDER SHIPMENTS (FLEXI-TANKS)..... 28
  - ITEM 20: ON-DOCK FACILITIES ..... 29
  - ITEM 21: OVERSIZED SHIPMENTS ..... 30
  - ITEM 22: RAIL-CONTROLLED EQUIPMENT..... 31
  - ITEM 23: SHIPMENT ADJUSTMENTS (DISTRESSED SHIPMENTS) ..... 31
  - ITEM 24: EQUIPMENT INSPECTIONS ..... 32
- LIABILITY ..... 34**
  - ITEM 25: SHIPPER GENERAL LIABILITY..... 34
  - ITEM 26: BNSF GENERAL LIABILITY ..... 36
  - ITEM 27: GENERAL LADING AND EQUIPMENT LIABILITY ..... 36
  - ITEM 28: LADING LIABILITY AND CLAIMS ..... 37
  - ITEM 29: EQUIPMENT LIABILITY AND CLAIMS ..... 41
  - ITEM 30: 49 USC 11706 LIABILITY TERMS ..... 43
  - ITEM 31: REJECTION RIGHTS ..... 43
  - ITEM 32: GOVERNING LAW, ARBITRATION, AND STRIKE PROVISIONS..... 44
  - ITEM 33: APPLICABLE INDUSTRY PUBLICATIONS ..... 44
- PROHIBITED, RESTRICTED, AND HAZARDOUS ..... 45**
  - ITEM 34: PROHIBITED SHIPMENTS ..... 45
  - ITEM 35: RESTRICTED SHIPMENTS ..... 45
  - ITEM 36: HAZARDOUS SHIPMENTS ..... 46

# TABLE OF CONTENTS

**STORAGE..... 50**  
ITEM 37: STORAGE..... 50

**DRAYAGE ..... 55**  
ITEM 38: DRAYAGE..... 55  
ITEM 39: DRAYAGE SERVICES (DETENTION AND DRIVER STANDBY)..... 56

**DEFINITIONS..... 58**

**APPENDIX A: SHIPPING INSTRUCTIONS..... 70**

**APPENDIX B: SERVICE ..... 73**

**APPENDIX C: EQUIPMENT DEPRECIATION (CLAIMS)..... 74**

**APPENDIX D: INDUSTRY PUBLICATIONS ..... 77**

**APPENDIX E: PROHIBITED AND RESTRICTED SHIPMENTS..... 78**

**APPENDIX F: STORAGE..... 84**

**APPENDIX G: EQUIPMENT DETENTION (DRAYAGE)..... 86**

**APPENDIX H: CHARGES AND AMOUNTS..... 88**

**APPENDIX I: CONTACTS AND PHONE NUMBERS..... 91**

**ADVISORY..... 93**

**CHANGES ..... 94**

### GENERAL APPLICATION



#### ITEM 1: RULES AND POLICIES GUIDE APPLICATION

The *BNSF Intermodal Rules and Policies Guide* (R&PG) specifies the rules governing Intermodal transportation on BNSF Railway Company (referred to as BNSF) or transportation provided by BNSF as part of a continuous Intermodal movement. The *BNSF Intermodal Rules and Policies Guide* is subject to modification or cancellation at any time and without prior notice.

In order to become an Intermodal Shipper on BNSF, requirements, including, but not limited to, establishing credit, arranging for EFT, and signing a BNSF Intermodal Transportation Contract, must be completed before an Intermodal shipment can be tendered to BNSF. (See Item 2: Credit and Collections, and Item 3: Price Authorities Application.)

The *BNSF Intermodal Rules and Policies Guide* in combination with a specific BNSF price authority (see Item 3: Price Authorities Application) constitutes an offer by BNSF to provide certain exempt transportation services. A separate agreement is made each time a shipment is tendered to BNSF according to the offer contained in the *BNSF Intermodal Rules and Policies Guide* and the relevant price authority. (See Item 6: Complete Offer and Acceptance.)

Prior to tendering an Intermodal shipment, proper and complete shipping instructions must be in BNSF's system. (See Item 7: Shipping

Instructions.) In addition, when tendering a shipment, the Shipper warrants it has authority to enter into this agreement and agrees to be bound by the terms of the *BNSF Intermodal Rules and Policies Guide*. Any party acting on behalf of the Shipper, the beneficial owner, or the receiver who accepts this shipment also agrees to be bound by the terms of the *BNSF Intermodal Rules and Policies Guide*. The Shipper is responsible for ensuring that all such parties are given notice of the applicability of the *BNSF Intermodal Rules and Policies Guide*.

The effective price authority states the specific service locations (facilities) available in accordance with the *BNSF Intermodal Rules and Policies Guide*. (See Item 3: Price Authorities Application and Item 8: Intermodal Service.)

The Shipper must arrange for the transportation of equipment beyond BNSF's rail lines and BNSF is not party to or liable for any portion of such arrangements. The interchange of equipment between BNSF and another railroad may be made only at normal Intermodal interchange points, unless stated in the price authority. (See Item 3: Price Authorities Application.)

Any specific provisions take precedence over general provisions, unless otherwise stated.

See the Definitions Chapter for explanations of some terms used in this *R&PG*.

## CREDIT AND COLLECTIONS



### ITEM 2: CREDIT AND COLLECTIONS

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

#### BNSF CREDIT

1. Credit must be established by the Shipper and approved by the BNSF Credit department (call 1-817-352-4194 or utilize the on-line credit form - <http://www.bnsf.com/customers/become-a-customer/credit-application/>).
2. All payments (including, but not limited to, freight charges, accessorial service charges, surcharges, and other applicable charges) must be paid in U.S. funds by the Shipper in accordance with BNSF credit terms or individual contract terms. All charges will be assessed to the Shipper. Freight related charges (including, but not limited to, freight charges, surcharges, and incentive payments) are assessed on the shipping instructions date. (See Item 3: Price Authorities Application and Item 4: Surcharges and Special Assessments.)
3. BNSF reserves the right, at its sole discretion, to cancel credit and require, including, but not limited to, a surety bond, letter of credit, or other form of security.

#### BNSF COLLECTION

1. Payments for freight and other invoiced charges must be made by Electronic Funds

Transfer (EFT). 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.

2. In the event of an invoice error, BNSF will issue a balance due bill or refund. The Shipper must file for invoice errors (overcharges or refunds) within thirty-six (36) months of the shipment's movement or waybill date, and any incentive payments within ninety (90) days at the end of the incentive period. (See the Invoice Disputes Section of this Item.)  
Lading (freight) claims are addressed in Section 6 of this Item and are not considered an overcharge or refund.
3. If the Shipper's bank dishonors any electronic funds transfer submitted by BNSF, the Shipper will be given notice and the price authorities utilized may be terminated.
4. 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 not made to BNSF within the applicable payment terms are considered delinquent. (See the process for an invoice dispute in the Invoice Disputes Section of this Item.)
5. In the event the Shipper fails to pay any undisputed invoiced charges within the credit period and fails to provide adequate documentation to dispute the charges within the credit terms, BNSF will apply a finance charge on all delinquent invoices. The finance charge will be the highest rate allowed by law. (See the Invoice Disputes Section of this Item.)
6. If filing a lading (freight) or equipment claim, all outstanding payments or charges, including, but not limited to, the payments and charges for the claimed lading or equipment, are due according to standard payment terms. If applicable, any reimbursement of

payments will be handled in the claims process. (See Item 28: Lading Liability and Claims, and Item 29: Equipment Liability and Claims.)

7. In the event litigation becomes necessary to collect unpaid freight and other invoiced charges, the Shipper will also be responsible for all charges associated with the litigation, including, but not limited to, court costs, expenses, and attorney's fees.
8. BNSF will not make a claim for payment of freight and other charges incurred against any beneficial owner utilizing the Shipper's services where the beneficial owner has made payment for such charges to the Shipper. If the beneficial owner has not made payment for such services to the Shipper and the Shipper has not made payment for such services to BNSF within thirty (30) days of the provision of such services, then the Shipper grants BNSF the right to collect such charges directly from the beneficial owner and off-set any amounts collected against the sums owed the BNSF. The granting of the right to pursue the collection of sums owed BNSF will not, in any way, discharge or modify the Shipper's obligations.
9. The Shipper and BNSF agree that in the event an order for relief is entered or an involuntary bankruptcy petition is filed against the Shipper under the United States Bankruptcy Code, to the extent that payments due from the beneficial owner(s) for transportation services have not been made before the date of such filing, the Shipper grants BNSF the right to collect such payments directly from the beneficial owner(s) and off-set such amount against the sums owed BNSF by the Shipper.
10. With respect to any BNSF claim against Shipper, the Shipper grants BNSF a right to off-set against any and all of the Shipper's property in the possession or control of BNSF, including, but not limited to, any refunds or deposits held by BNSF. The right of offsetting granted in this Section will be effective only with respect to any liquidated amount that remains unpaid more than thirty

(30) days after such amount becomes due and payable. It is further expressly understood that this Section is in addition to and does not displace any legal rights to which BNSF may be entitled.

11. BNSF reserves the right to change the credit terms, including, but not limited to, the right to increase requirements for a surety bond, letter of credit, or other form of security in the event that there is a substantial change in the Shipper's ownership. A substantial change in the Shipper's ownership will occur when more than twenty-five percent (25%) of the Shipper's ownership interests will be transferred to the new owners.

### INVOICE DISPUTES

A Shipper contesting a charge as erroneous shall pay the amount the Shipper believes is correct and provide a written explanation attached to the invoice. Shipper shall return the invoice and proposed corrections (to the stated address) within the BNSF credit period or applicable contract terms, or file invoice disputes electronically on secured <http://www.bnsf.com>.

Finance charges will apply on non-disputed delinquent invoices. (See the BNSF Collection Section of this Item and Item 3: Price Authorities Application.)

The Shipper and receiver accept liability for price authority charges and any other applicable charges jointly and severally by tendering the shipment and/or accepting delivery.

### 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 (fax), diskette, electronic methods, or the Web (posted on <http://www.bnsf.com>).

In order to use a BNSF Intermodal price authority (either public or private), the Shipper must sign a BNSF Intermodal Transportation Contract.

BNSF price authorities apply only to the stated origin and destination locations named in the authority. All shipments are delivered only to the Intermodal facilities stated on the price authority. Intermediate or rail stop-offs are not permitted for Intermodal shipments. Transportation beyond any locations named in the price authority is not the responsibility of BNSF.

A price authority does not constitute shipping instructions. The price authority stated on the shipping instructions when the shipment is tendered to BNSF determines the rate (freight charge) and other applicable charges that are invoiced and due. The shipping instructions allow a Shipper to tender a shipment using a price authority. (See Item 7: Shipping Instructions.)

The Shipper is responsible for furnishing and determining the correct Intermodal price authority and associated rate at the time the shipment is tendered to BNSF. If an improper price authority is furnished on the shipping instructions, a charge of \$500 will be assessed. (See Item 7: Shipping Instructions and Appendix H.)

The stated price authority and associated rate may not be changed after the shipment has been tendered to BNSF.

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 and on the shipping instructions when the shipment is tendered to BNSF.

(See the Credit and Collections and General Application Chapters.)

## PRICE AUTHORITY TYPES

Described below are types of BNSF Intermodal price authorities -- Freight All Kinds, Quote, Multi-party Agreement, Direct, and Interline.

Regardless of price authority type, restricted shipments require a special price authority. (See Item 35: Restricted Shipments and Appendix E.) Unless otherwise specified, these price authorities are not applicable for restricted shipments.

### 1. Freight All Kind (FAK)

General rates offered to various types of customers (such as domestic, international, contract holders, or non-contract holders) for transporting Intermodal shipments on BNSF.

### 2. Quote

A special rate negotiated for a specific Intermodal shipment based on certain factors (such as Shipper, commodity, volume, actual origin, actual destination, and equipment) and issued by a BNSF Marketing Representative. Any price authority quote will be immediately confirmed in writing. In the event of disagreement concerning an oral quotation, the written confirmation will take precedence.

### 3. Multi-party Agreement

A contractual arrangement between any or all of these parties (BNSF, Shipper, beneficial owner, or Shipper's agents) established by a BNSF Marketing Representative. Only the prices or price authorities that refer 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, quotes, or multi-party agreements) state if the rates can be used for direct (BNSF only) or interline (BNSF and other railroad(s)) transportation.

BNSF will not accept coiled metal or scrap metal Intermodal shipments via steel-wheel interchange with another railroad or from on-dock locations, regardless if stated in a price authority. (See Appendix E: Prohibited and Restricted Shipments.)

BNSF will not provide cross-town transfers, interchange, or drayage of portable tank container shipments, regardless if stated in a price authority. (See Item 13: Equipment Weight, Item 15: Furnishing Chassis, Item 17: Portable Tank Containers and Appendix E and F.)

Interline price authority rates are either joint-line or Rule 11.

#### a. Joint-line (through rate)

A joint-line price authority is one price authority that applies to the entire movement from rail origin to rail destination on two or more railroads. The price authority indicates the interline route with the applicable carriers, and the rate includes all interchange charges unless otherwise noted.

Shipping instructions for joint-line shipments must be sent only to the origin carrier, who will forward the shipping instructions to the other rail carriers in the route.

**b. Rule 11**

A Rule 11 price authority or rate allows shipments to be interchanged from one railroad to another using each carrier's specific price authority. Thus, the Shipper combines each railroad's price authority to create an interline movement.

Shipping instructions for Rule 11 shipments 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 phone number) and the final notify party (and phone number) must be identified by the Shipper and are required on Rule 11 shipping instructions. (See Item 7: Shipping Instructions.)

Cross-town transfers are not included on Rule 11 shipments that originate on BNSF, regardless if the price authority allows Rule 11. (See Item 15: Furnishing Chassis and Appendix E and F.)

For interline shipments, Rule 11 can only be used if the price authority specifically states Rule 11 is applicable. If a Rule 11 notation is not on the price authority, the rate assessed will be a published BNSF FAK joint-line rate in effect at the time of shipment.

**c. Haulage or other**

Other interline arrangements such as Voluntary Coordination Agreements (VCAs), haulage agreements, or trackage rights (alliances) are methods to market and price on other railroads. These agreements typically show a BNSF route (with BNSF incurring the cross-town or

interchange costs, and the 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 price authority at any time regardless of the expiration date shown on the price authority. Each price authority is effective until expired, cancelled, or reissued by a BNSF Marketing Representative. In addition, BNSF reserves the right to adjust rates when the other carriers' portions increase on associated joint-line rates.

If a shipment is misdescribed on the shipping instructions or other shipping documents, BNSF has the right to revoke the price authority and/or the BNSF transportation contract for that Shipper. (See Item 7: Shipping Instructions, Item 34: Prohibited Shipments, and Item 35: Restricted Shipments.)

These price authority modification provisions apply to all price authorities (including multi-party agreements).

(See Item 8: Intermodal Service.)

### ITEM 4: SURCHARGES AND SPECIAL ASSESSMENTS

All surcharges and special assessments will apply even if there is an inconsistent or contrary provision in a BNSF price authority, contract, or agreement (including all multi-party agreements).

### FUEL SURCHARGES

All BNSF Intermodal transportation services and shipments are subject to any fuel cost recovery surcharge implemented by BNSF or imposed on BNSF.

Any fuel surcharge that is levied can be viewed at secured <http://www.bnsf.com> or may be obtained from a BNSF Marketing Representative.

### OTHER SURCHARGES

In addition, BNSF may apply other types of surcharges (including, but not limited to, hazardous, household goods, peak season, and automobile surcharges) on all transportation services and shipments provided by BNSF.

For information regarding other surcharges, please contact a BNSF Marketing Representative.

### **SPECIAL ASSESSMENTS**

BNSF may require the Shipper to pay any costs, expenses, charges, fees, taxes, tolls, duties, levies, usage fees, access fees, surcharges, and special charges (including, but not limited to, ACTA, APHIS, COBRA, Port of Portland and Port of Tacoma) assessed to BNSF on applicable shipments that are imposed by, but are not limited to, any port authority, federal, state, local, or government agency.

The Shipper is responsible for any charges, costs, expenses, duties, taxes, and fees that are associated with a shipment's clearance at the border and Customs' (or any government agency) inspections or examinations. In addition, the Shipper is responsible for any charges resulting from the shipment being delayed, detained, moved, lifted, drayed, and stored at the border, an examination facility, or a BNSF facility. (See Item 5: Accessorial Services.)

### **ITEM 5: ACCESSORIAL SERVICES**

Accessorial charges may include, but are not limited to, charges for loading, unloading, chassis use, storage, delivery, pick up, detention, repackaging, inspection, overload, overweight, driver standby, and lift. 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, surcharges, or charges, regardless of BNSF obtaining an authorization.

(See Item 2: Credit and Collections and a summary of charges in Appendix H: Charges and Amounts.)

## SHIPPING INSTRUCTIONS



### ITEM 6: COMPLETE OFFER AND ACCEPTANCE

#### COMPLETE OFFER

The complete offer to a Shipper consists of this *BNSF Intermodal Rules and Policies Guide* and the price authority in effect and stated on the shipping instructions at the time that complete shipping instructions are given to BNSF. Unless contained in one of the following, the complete offer cannot be modified:

- Price authority issued in writing by BNSF to the Shipper.
- Separate written multi-party agreement signed by a BNSF Marketing Representative.

Any notation on the shipping instructions directing transportation by BNSF that is 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.
- Will not be a part of this offer and not be binding on BNSF.

#### ACCEPTANCE

Acceptance by BNSF of a Shipper's offer occurs when BNSF accepts the equipment accompanied by complete shipping instructions, which reference a price authority or, when dispatching empty equipment for BNSF origin drayage, after receiving complete shipping instructions. (See Item 7: Shipping Instructions.)

### ACCEPTANCE AND CONFIRMATION

Before a Shipper tenders the equipment to a BNSF facility or before BNSF dispatches the equipment to obtain a shipment, the agreement must be confirmed by sending BNSF complete shipping instructions (via EDI or BNSF's Shipping Instructions Web application) for Intermodal (TOFC or COFC) service.

(For explanation of price authority or multi-party agreements, see Item 3: Price Authorities Application. See requirements for the shipping instructions in Item 7: Shipping Instructions.)

### ITEM 7: SHIPPING INSTRUCTIONS

Proper shipping instructions are necessary for BNSF to provide the correct transportation services and to invoice the appropriate rate. The Shipper is responsible for providing complete and accurate information on the shipping instructions as stated within this *BNSF Intermodal Rules and Policies Guide*.

#### SHIPPING INSTRUCTIONS INFORMATION

All shipments must be tendered with complete shipping instructions (via EDI or BNSF's Shipping Instructions Web application) or utilize the BNSF Quick Bill program.

BNSF requires receipt of shipping instructions prior to shipment acceptance at a BNSF facility, or prior to dispatching empty equipment for BNSF origin drayage. (See Item 6: Complete Offer and Acceptance.)

Shipper must submit shipping instructions at least:

- One (1) hour before a shipment containing non-hazardous commodities is tendered to BNSF.
- Two (2) hours before a shipment containing hazardous commodities is tendered to BNSF. (See Item 36: Hazardous Shipments.)

When delivering the equipment to a BNSF facility, the drayman is required to provide the applicable:

- Shipper
- Intermodal facility destination
- Hazardous commodities declaration, if appropriate.

Complete hazardous shipping instructions and documentation (sent by EDI or BNSF's Shipping Instructions) Web application must be in BNSF's

system when the shipment is tendered to BNSF. (Item 36: Hazardous Shipments.)

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 BNSF's Shipping Instructions Web application). Storage and detention charges will be assessed at origin and/or destination for shipments that are delayed while shipping instructions are completed or corrected. (See Item 37: Storage and Item 39: Drayage Services.)

Shipping instructions are kept for a limited time. The shipping instructions will be deleted in BNSF's system if the associated shipment has not been tendered within seven (7) days. After these times, new shipping instructions must be sent to BNSF before tendering the shipment.

Any notation on the shipping instructions directing transportation by BNSF that is inconsistent with or attempts to change the terms of the complete offer will be interpreted as stated in Item 6: Complete Offer and Acceptance.

The price authority stated on the shipping instructions cannot be changed after the shipment is tendered to a BNSF facility. (See Item 3: Price Authorities Application and the Shipping Instructions Changes After In-gate Section of this Item.)

If a shipment arrives at a BNSF facility without shipping instructions, before sending a possible duplication of shipping instructions, the Shipper should:

- Check to see if the shipping instructions have been processed within BNSF's system, but are not yet available at the gate. Prior to the shipment arriving at the gate, the status of the shipping instructions can be obtained by using the DLL application within secured <http://www.bnsf.com> or the interactive voice response (IVR) application at 1-888-428-2673.
- Send the shipping instructions via EDI or via the BNSF Shipping Instructions Web application if the shipping instructions have not been received by BNSF.

Shipments may be subject to charges when changing shipping instructions, depending upon the changes made and associated status of the

shipment. To change shipping instructions, see the Shipping Instructions Changes Section of this Item.

For any shipment misdescribed or tendered without the proper information or conditions, the Shipper will incur a misdescription charge of \$500 unless otherwise specified, in addition to other applicable charges. (See the Equipment, and Prohibited, Restricted, and Hazardous Chapters.)

## REQUIRED SHIPPING INSTRUCTIONS ELEMENTS

The shipping instructions are considered complete only when all the required elements (stated in Appendix A: Shipping Instructions) are provided to BNSF (via EDI or BNSF's Shipping Instructions Web application).

Additional shipping instructions are required for shipments crossing the Canadian or Mexican border. (See Appendix A: Shipping Instructions.) In addition, send a complete set of Customs documents to the connecting carrier to prevent delays. Other documents needed to enter Mexico in addition to the shipping instructions include:

- For Southbound shipments moving to Mexico, if the export documentation is not available when the shipment reaches the United States/Mexico border, a \$100 charge will be assessed to the Shipper, and other applicable charges. If Customs inspections are required, the Shipper is responsible for providing and paying any drayage (trucking) to the Customs facility or location.
- For Northbound shipments moving from Mexico, the Shipper is responsible for hiring a United States Customs broker. Additional information on Mexico service can be found on <http://www.bnsf.com>.

BNSF Intermodal shipments are not permitted to move under a BNSF railroad bond. (See Prohibited shipments in Appendix E.)

## TEMPORARY (QUICK BILL) SHIPPING INSTRUCTIONS

In lieu of receiving shipping instructions (via EDI or BNSF's Shipping Instructions Web application) prior to the shipment arriving at the gate, BNSF will accept a pre-established Quick Bill number as a temporary shipping instructions substitute, if the Shipper's drayman can provide the following information at the BNSF origin facility:

# SHIPPING INSTRUCTIONS

- Shipper
- Origin and Destination Intermodal facility
- Quick Bill number.

When the Shipper uses a Quick Bill, complete shipping instructions (via EDI or BNSF's Shipping Instructions Web application) must be received by BNSF within twenty-four (24) hours after the shipment is tendered to BNSF. Failure to send shipping instructions will delay the equipment at the destination facility and incur storage charges. (See Item 37: Storage.)

BNSF is not responsible for verifying information provided at the gate and comparing such information to the complete shipping instructions supplied by EDI or BNSF's Shipping Instructions Web application.

Quick Bill privileges will be discontinued if the Quick Bills are not followed up within twenty-four (24) hours with complete shipping instructions (via EDI or BNSF's Shipping Instructions Web application).

In addition, BNSF is not responsible for delivery of the shipment to the wrong destination facility if BNSF was provided incorrect Quick Bill information by the drayman. In this event, the Shipper (as indicated by the drayman) providing the Quick Bill is responsible for the freight charge to the proper (intended) destination, plus any additional transportation costs or expenses incurred to move the equipment to the different (changed) destination, and other applicable charges.

## SHIPPING INSTRUCTIONS CHANGES

Accepting and processing changes to shipping instructions will depend on whether the change request is received prior to or after the equipment has been tendered to BNSF. The processes and charges to change shipping instructions are defined within this Section.

### 1. Changes Prior to In-gate

Prior to tendering the shipment to BNSF, changes to shipping instructions are allowed.

- a. Shipping instructions changes that are received via EDI or BNSF's Shipping Instructions Web application and processed will replace previously received shipping instructions; BNSF does not verify or compare information.

The shipping instructions used for transporting and invoicing of the shipment will be the shipping instructions that are accepted and processed within BNSF's transportation system at the time the shipment is tendered to BNSF.

- b. Prior to tendering the equipment, changes to shipping instructions are allowed at no charge when the documentation is sent via EDI or BNSF's Shipping Instructions Web application. Shipping instructions changes (any modification or deletion) or documentation that are requested by voice, fax, email or means other than via EDI or Web Shipping Instructions will incur a \$100 charge, which will be assessed to the Shipper.

Certain shipping instructions changes, requested after the shipment has been tendered, will not automatically be accepted. (See the Changes After In-gate Section of this Item.)

### 2. Changes After In-gate

Once the shipment has been tendered to BNSF, certain changes to the shipping instructions will not automatically be accepted. Changes or corrections that can be accepted automatically after a shipment has been tendered to BNSF may be submitted via EDI or the secured BNSF Shipping Instructions Modifications Web application.

Only one (1) permitted shipping instructions change may be made per shipment.

- a. After the equipment has been tendered to BNSF, and once a valid price authority has been provided to BNSF and the equipment has been accepted at a BNSF facility, the following cannot be changed on the shipping instructions:
  - Shipper
  - Origin
  - Price authority.(See Item 3: Price Authorities Application.)

## SHIPPING INSTRUCTIONS

- b. When hazardous shipments are tendered to BNSF, all shipping instructions must be complete (see Appendix A) including all the hazardous information or documentation, the actual hazardous commodity description (proper shipping name) and accurate applicable STCC. Any type of FAK commodity description or FAK STCC is prohibited for hazardous commodities. The shipping instructions for a hazardous shipment cannot state an FAK commodity description, FAK STCC, or other incomplete hazardous information or documentation, and then after the shipment is tendered to BNSF change the actual hazardous description, actual hazardous STCC, or other hazardous declaration. (See Item 35: Restricted Shipments and Item 36: Hazardous Shipments.)
- c. Certain shipping instructions changes require written documentation and authorization by a BNSF Customer Support Representative (1-888-428-2673). These changes may be requested by utilizing the secured BNSF Shipping Instructions Modifications Web application as defined in the following Sections.
- d. BNSF will make a reasonable effort to execute the request, but is not responsible if the requested change cannot be made.
- e. If shipping instructions are requested to be changed and it is determined a change can be accomplished, a \$100 charge will be assessed the Shipper if a BNSF Customer Support Representative or other BNSF personnel is involved in the shipping instructions change. In addition, a \$100 charge will occur if the change (any modification or deletion) is not submitted by EDI or Web Shipping Instructions Modifications application. Other charges related to Shipping Instructions Changes, rate differentials, and other applicable charges will be assessed the Shipper.
- f. The following shipping instructions changes may be allowed:
- Actual shipper name or address on service codes 20, 22, 40, 42, 60, 62, 80, or 82
  - Destination hub (see Section 2 l of this Item)
  - Equipment removal prior to outbound rail movement (see Section 2 h of this Item)
  - In-bond changes (see Appendix A and E)
  - Receiver or actual receiver name or address on service codes 20, 27, 40, 47, 60, 67, 80, or 87
  - Route
  - Service code
  - Service level (see Section 2 g of this Item)
  - Notify party (see Section 2 j of this Item)
  - Vessel information (see Section k of this Item)
  - TOFC/COFC status.
- Any change must still be valid for the price authority indicated on the shipping instructions when the shipment was tendered to BNSF. (See Section 2 a of this Item.)
- g. A service level change can be only for an improvement in (or faster) service. The service level, as with any approved change, must still be valid for the price authority indicated on the shipping instructions when the equipment was tendered to BNSF. (See Item 8: Intermodal Service.)
- h. When equipment is removed from BNSF prior to loading onto a railcar, the Shipper will be assessed a \$100 charge, in addition to charges stated in Section 2 e of this Item, applicable storage and detention charges (see Item 37: Storage and Item 39: Drayage Services), and other applicable charges.
- i. Changing or correcting the destination facility on the shipping instructions is not practical after the equipment is loaded

## SHIPPING INSTRUCTIONS

onto a railcar. If it is determined that a change to the destination can be accomplished without adversely affecting other shipments, then to change the destination and/or unload the equipment from a railcar, the Shipper will be charged \$500 per shipment, in addition to charges outlined in Section 2 e of this Item, any applicable rate differential, and other applicable charges. (See Item 25: Shipper General Liability.)

To make the destination facility change, contact Customer Support or use the secured BNSF Shipping Instructions Modifications Web application.

If the requested change cannot be made and a different destination is still desired, the shipment must terminate at the original billed destination. After arrival at the (original) destination, new shipping instructions must be sent (via EDI or BNSF's Shipping Instructions Web application) in order to move the shipment to the different destination. The origin (which in this case is the original billed destination) and the new (different) destination must be stated in a valid price authority and provided in the new shipping instructions. Under this circumstance, please contact the BNSF Revenue Prerate and Waybilling (RPW) Center at 1-888-428-2673 when sending in the new shipping instructions. (See Item 3: Price Authority Application and the Definitions for stop-orders and stop-offs.)

- j. To change the notify party after in-gate, the Shipper must send changes via EDI or BNSF Shipping Instructions Modifications Web application.

To change the notify party once the shipment is unloaded from the railcar, call the BNSF Highway Services Center at 1-800-446-6554, or changes can be made by using the secured BNSF Shipping Instructions Modification Web application.

After the shipment is unloaded from the railcar, changes to the notify party or if the notify party refuses the shipment, the charges assessed the Shipper will include, but are not limited to, the

shipping instructions changes as stated in Section 2 e of this Item, applicable storage and detention charges, and any other applicable charges. (See Item 37: Storage and Item 39: Drayage Services.)

- k. To change the booking, vessel, or voyage number after in-gate, submit the changes by EDI or the secured BNSF Booking Number Shipments Web application.

In order to change the booking, vessel, or voyage number after train arrival at destination for shipments moving with service code 87, 80, 47, or 40, contact Customer Support or use the secured BNSF Booking Number Shipments Web application. Applicable charges are stated in Section 2 e of this Item.

## SERVICE



## ITEM 8: INTERMODAL SERVICE

## SERVICE LEVELS

BNSF provides service level options, which indicate Intermodal transportation service (transit time) on BNSF's network. Service levels are reflected in the Intermodal price authorities and service schedules. (See Appendix B: Service.)

## SERVICE

Service schedules and service levels are subject to change without notification.

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

BNSF does not guarantee delivery (other than the Guaranteed product) of a shipment on any particular schedule or train. (See Item 25: Shipper General Liability and Item 26: BNSF General Liability.)

Intermodal service schedules can be viewed at <http://www.bnsf.com>.

(See Appendix B: Service.)

## FORCE MAJEURE

BNSF will be excused from any obligation to perform transportation services when performance is prevented or delayed, in whole or in part, by an act of God, fire, high wind, flood, storm, earthquake, civil or military authority, embargo or AAR service order, war, blockade, insurrection, riot, public enemy action, epidemic, sabotage, lockout, strike or other labor disturbance, wreck, explosion, derailment, BNSF and/or Shipper equipment, facilities, or

mechanical breakdown, or any other catastrophic influence, and/or any like causes beyond the reasonable control of the Shipper or BNSF, commodity's inherent vice, laws, Shipper's act or default, equipment's design or condition that is not furnished by BNSF, or any occurrence that takes place when BNSF is not in actual possession of the equipment.

## SERVICE MODIFICATION

BNSF maintains the right to discontinue 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). (See Item 3: Price Authorities Application.) 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, expenses, or consequential damages that may result from such disposition, modification, or discontinuation of any service or service offering. (See Item 25: Shipper General Liability and Item 26: BNSF General Liability.)

## INTERMODAL SERVICE CODES

The valid Intermodal service code must be used when providing shipping instructions to BNSF, and match the stated service code on the appropriate price authority. Intermodal service codes are stated in Appendix B: Service. (See Item 3: Price Authorities Application and Item 7: Shipping Instructions.)

Service codes describe the shipment type (Domestic or International), equipment owner (Rail, Steamship, or Private), and required movement (delivery to the Hub or Door).

(See Item 10: Equipment Specifications, the Drayage Chapter, and Appendix B.)

## EQUIPMENT



### ITEM 9: SHIPPER LOADING AND UNLOADING EQUIPMENT

#### SHIPPER LOADING

The Shipper is responsible for proper loading methods (including properly distributing lading weight, packaging, blocking and bracing), and any improper loading methods that result in equipment damage. (See Item 25: Shipper General Liability and Item 26: BNSF General Liability.)

Lading weight must be distributed evenly over the entire surface of the equipment floor, with no more than 25,000 pounds in any ten (10) linear feet or 2,500 pounds per linear foot, regardless of commodity or equipment unless otherwise specified. (See Item 34: Prohibited Shipments and Item 35: Restricted Shipments.)

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 Intermodal Loading Guide. Loading procedures and other important information on the latest technology in protecting, packing, blocking, bracing, loading patterns, distributing weight techniques and other services can be found on the Load and Ride Solutions (LARS) Web site (<http://www.bnsf.com/customers/support-services/loading-and-shipment-safety/>). (See Appendix D and I.)

BNSF will not be responsible for any damages caused by failure of the Shipper to properly block, brace, equally distribute the weight, or load the lading. The Shipper is liable

for all charges, damages, costs, expenses, fines, personal injury or death resulting directly or indirectly from failure to properly block, brace or load the lading. (See Item 23: Shipment Adjustments, Item 37: Storage and the Liability Chapter.)

#### SHIPPER SECURITY

The Shipper is responsible to protect the safety and integrity of the lading, including, but not limited to, the application of security-type seals to the shipment for prevention of unauthorized access to the lading. Security seals must be placed on all doors, hatches, covers, and openings used to load and/or unload lading.

Presence of a broken seal or missing seal alone does not deem the lading to be contaminated or adulterated. The Shipper is responsible for providing documented evidence that each shipment is properly protected with security seals when tendered to BNSF.

BNSF recommends the use of a barrier type of security seal composed of braided steel strands (high tensile strength (non-preformed) steel cable totaling a minimum of one-eighth (1/8") inch (minimum ASTM Grade D standard) in diameter or equivalent bolt seal, which is manufactured of material such as steel or cable with the intent to delay intrusion and is generally removed with a quality bolt or cable cutter.) Contact Resource Protection Solutions for any barrier seal questions at 1-800-832-5452. (See Item 10: Equipment Specifications, and Item 28: Lading Liability and Claims.)

#### SHIPPER EQUIPMENT

The Shipper is responsible for using the proper equipment in suitable conditions to handle, protect, and preserve the lading. The equipment construction must also meet AAR M-930, M-931, M-943, or RP-931 specifications effective on the shipment date. (See Item 10: Equipment Specifications and Appendix D.)

BNSF is not responsible for loss or damage to lading and/or equipment caused by the contents shifting. (See Item 13: Equipment Weight and Item 23: Shipment Adjustments.)

When BNSF provides equipment, the Shipper is responsible for inspecting and determining if the equipment is suitable to protect and preserve the lading during transit. If the

equipment is not suitable, 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 the equipment that the Shipper's inspection could have discovered prior to loading.

Shippers are responsible to ensure all chassis locking devices (such as zip ties and cables) are removed before a shipment is parked at a facility.

(See the Prohibited, Restricted, and Hazardous Chapter, other Items in this Equipment Chapter, Item 25: Shipper General Liability and Item 26: BNSF General Liability.)

## SHIPPER UNLOADING AND CLEANING

The Shipper is responsible for unloading the lading without damaging the equipment. Unless otherwise stated on the price authority, the receiver must completely unload the equipment, including all blocking and bracing material and any other debris. Any special apparatus must be returned to the equipment and placed in the proper location. If the receiver fails to comply with these cleaning requirements, BNSF can clean or reject the equipment.

If a hazardous shipment is unloaded and no longer contains hazardous commodities, all hazardous markings, labels or placards must be removed. (See Item 36: Hazardous Shipments.)

If BNSF cleans the equipment, the Shipper will be assessed the costs and expenses, in addition to applicable charges. (See Item 23: Shipment Adjustments.)

BNSF reserves the right to reject the equipment and assess detention charges until the equipment is returned clean. (See Item 39: Drayage Services.)

(See Item 25: Shipper General Liability.)

## ITEM 10: EQUIPMENT SPECIFICATIONS

BNSF will not provide concessions, payments, or movements for any equipment that does not meet the specifications and standards addressed in this Item, unless special arrangements are made. Contact Hub Operations at 1-817-867-6388 regarding any equipment specifications.

## GENERAL EQUIPMENT REQUIREMENTS

All equipment must meet the following criteria:

1. Design and construction is suitable for standard lift-device handling (lifting arms, twist-locks, side-pins, or any approved lift attachment).
2. Condition is suitable to handle the commodity (lading) weight and to protect and preserve the lading during transportation. (See Item 9: Shipper Loading and Unloading Equipment.)
3. Design and construction is safe for TOFC/COFC (Intermodal) service on railcars, streets, and highways. This includes, but is not limited to, compliance with the AAR Specifications M-931 (TOFC service and trailers), M-930 (COFC service and containers), M-943 (chassis provisions), and RP-931 (private owned trailers).
4. Compliance with applicable governmental safety regulations and licensing requirements in jurisdictions of equipment operation.
5. Necessary equipment licensing, either permanent or temporary is provided by the Shipper.
6. Compliance with the specifications or requirements defined in the Equipment Chapter and other Items in this *BNSF Intermodal Rules and Policies Guide*.
7. Availability of equipment will be determined by BNSF at the time the equipment is requested or tendered to BNSF.
8. Miscellaneous equipment (including, but not limited to, tarpaulins, tie downs, chains, binders, liners) for any equipment types will not be furnished by BNSF.

## SPECIFIC EQUIPMENT REQUIREMENTS

Additionally, BNSF requires:

1. Equipment dimensions must be:

| Equipment      | Dimensions                       |
|----------------|----------------------------------|
| Outside length | Minimum 19 feet (or 228 inches). |

|                |   |
|----------------|---|
|                | Maximum 53 feet (or 636 inches).  |
| Outside width  | Maximum 8 feet, 6 inches (or 102 inches).   |
| Overall height | Maximum 13 feet, 6 inches (or 162 inches), with a maximum suitable lifting height of 9 feet, 6 inches (or 114 inches).<br>Maximum suitable lifting height is measured from the top of the equipment to the bottom of the equipment (excluding tires). |

- Equipment must be stenciled with correct initials (head marks) and numbers. The equipment identifying initials and numbers must be clearly marked, properly sized (at least four (4") inches high), and located on all four sides, so the markings are legible by a person standing on the ground when the equipment is loaded on a railcar. BNSF will not accept equipment if it is missing initials or numbers.

All equipment must be registered in the BNSF computerized equipment register or in the AAR Universal Machine Language Equipment Register (UMLER). Equipment registered in UMLER will automatically populate the BNSF equipment file. To register equipment in the BNSF system, contact the Equipment Manager at 1-817-867-6447.

Private chassis must be registered with BNSF in order to remove containers from an Intermodal facility. To register privately owned/leased chassis, fax to the Chassis Manager at 1-817-352-7198, the chassis initial and number on the truck or drayage company letterhead. For questions concerning private chassis registration, please contact the Chassis Manager at 1-817-867-6447.

- Tight fitting doors with suitable locking and sealing devices must be included on any enclosed equipment. (See Item 9: Shipper Loading and Unloading Equipment and Item 25: Shipper General Liability.)

- Portable tank containers, flat racks, flat beds, open-tops, and temperature-control equipment have additional provisions. (See Item 16: Temperature-Controlled Equipment, Item 17: Portable Tank Containers, Item 34: Prohibited Shipments, Item 35: Restricted Shipments, and Appendix E.)
- Twenty (20') foot containers should be tendered in pairs. Containers not tendered in pairs may be held for a matching twenty (20') container in order to fill a railcar. (See Item 35: Restricted Shipments and Appendix E.)
- Without forty-eight (48) hours prior approval from the applicable BNSF Hub Manager, no more than fifty (50) private empty pieces of equipment can be tendered per day at Phoenix, AZ, St. Paul, MN, or Stockton, CA.

(See Item 9: Shipper Loading and Unloading Equipment, Item 13: Equipment Weight, Item 25: Shipper General Liability, Item 29: Equipment Liability and Claims, Item 31: Rejection Rights, and Appendix E.)

## ITEM 11: DRIVER REGISTRATION (AND UIIA TRUCKER INTERCHANGE AGREEMENT)

### DRIVER REGISTRATION

Drayage companies (also referred to as motor carriers by UIIA) are required to maintain driver information on all drivers in the Intermodal Association of North America (IANA) Intermodal Driver Database. Driver information must be provided to UIIA electronically in one of the prescribed UIIA formats. The drayage company is responsible for registering drivers (an initial list and any updates, including, but not limited to, new drivers or drivers that depart the company) in the IANA Intermodal Driver Database. The company or carrier that fails to provide UIIA with the required driver information will be liable for losses and damages that may result from inaccurate driver information. In addition, as BNSF enhances technology at some locations, Bio-Metric Registration, which includes

fingerprints and photo identification, may be required to enter a BNSF facility.

### BNSF UIIA TRUCKER INTERCHANGE AGREEMENT

The notify party is required to be the Shipper or a valid Uniform Intermodal Interchange Agreement (UIIA) contract holder. A UIIA Agreement can be obtained by calling the Intermodal Association of North America at 1-301-474-8700, or acquired on-line at <http://www.uiia.org/>. A participating UIIA drayage company can be found by calling UIIA at 1-877-438-8442.

When the equipment is made available to a drayman who is party to the BNSF Uniform Intermodal Interchange Agreement (UIIA), the BNSF UIIA Access Agreement will apply. If the drayman who is party to the BNSF UIIA Access Agreement refuses to obtain the equipment, storage charges will be assessed to the Shipper or party responsible for the equipment being stored, beginning the first 12:01 a.m. after notification. (See Item 37: Storage.)

In conjunction with the UIIA requirements, BNSF requires the UIIA contract holder to obtain and maintain the following additional insurance:

- Commercial General Liability coverage and Commercial Automobile coverage for \$1,000,000 or greater
- Trailer Interchange coverage for \$20,000
- Cargo insurance coverage for \$100,000.

The General Liability, Automobile, Interchange, and Cargo insurance policy(ies) must name BNSF as an additional insured. See additional required insurance requirements in Item 12: Private Equipment Insurance.

In addition, a CSX Intermodal UIIA Addendum should be obtained for Atlanta shipments.

### DELIVER AND OBTAIN EQUIPMENT

When BNSF is responsible for obtaining and/or delivering the equipment, the *BNSF Intermodal Rules and Policies Guide* is the governing document for storage, detention, and driver standby rules and charges. (See the Drayage and Storage Chapters, and Appendix B and G.)

If BNSF is not responsible for obtaining or delivering the shipment and if the notify party has not signed (or is not party to) the BNSF UIIA

Access Agreement, the *BNSF Intermodal Rules and Policies Guide* is the governing document while the equipment is in BNSF's possession.

When retrieving the equipment from a BNSF facility, the drayman must indicate the:

- Shipper
- Equipment initial and number
- Seal number
- Assigned pick up (release) number.

(See Item 10: Equipment Specifications.)

## ITEM 12: PRIVATE EQUIPMENT INSURANCE

### INSURANCE REQUIREMENTS

The Shipper shall, at its sole cost and expense, procure and maintain the following insurance coverage in order to tender of private equipment to BNSF.

#### 1. Commercial General Liability Insurance

Commercial general liability insurance shall contain broad contractual liability with a combined single limit of a minimum of \$1,000,000 for each occurrence and an aggregate limit of at least \$2,000,000, but in no event less than the amount otherwise carried by the Shipper. Coverage must be purchased on a post 1998 Insurance Service Office (ISO) occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily injury and property damage
- Personal injury and advertising injury
- Fire legal liability
- Products and completed operations.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policyholder and shall not apply to BNSF employees.

No other endorsements limiting coverage as respects to obligations under this *BNSF Intermodal Rules and Policies Guide* may be included on the policy.

## 2. Business Automobile Insurance

Business automobile insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- All equipment owned, used, or hired.

## 3. Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers insurance including coverage for, but not limited to:

- Shipper's statutory liability under the workers' compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease for each employee.

## 4. Other Provisions

Additional requirements for private insurance are outlined below.

- a. For the Commercial General Liability, Business Automobile Insurance, and Workers Compensation and Employers Liability Insurance, the policies shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
  - Waiver of subrogation in favor of and acceptable to BNSF
  - Additional insured endorsement in favor of and acceptable to BNSF
  - Separation of insured
  - The policy shall be primary and non-contributing with respect to any insurance carried by BNSF.
- b. Where allowable by law, all policies (applying to coverage listed in this Item) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.
- c. Shipper agrees to waive its right of recovery against BNSF for all claims and suits against BNSF. In addition, the

Shipper's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against BNSF for all claims and suits. The Shipper further waives its right of recovery, and its insurers also waive their right of subrogation against BNSF for loss of its owned or leased property or property under the Shipper's care, custody, or control.

- d. Allocated Loss Expense shall be in addition to all policy limits for coverage referenced in this Item.
- e. The Shipper is not allowed to self-insure without the prior written consent of BNSF. If granted by BNSF, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by the Shipper in lieu of insurance. Any and all BNSF liabilities that would otherwise, in accordance with the provisions of this Item, be covered by the Shipper's insurance will be covered as if the Shipper elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- f. Prior to commencing the work, the Shipper shall furnish to BNSF an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. Insurance certificates should be sent to [BNSF@certfocus.com](mailto:BNSF@certfocus.com).
- g. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify BNSF in writing at least thirty (30) days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance.
- h. Any insurance policy shall be written by a reputable insurance company acceptable to BNSF or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

- i. The Shipper WARRANTS that this Item has been thoroughly reviewed by the Shipper's insurance agent(s)/broker(s), who have been instructed by the Shipper to procure the insurance coverage required in this Item. (See other insurance requirements in Item 11: Driver Registration, Item 25: Shipper General Liability, Item 35: Restricted Shipments and Appendix E.)
- j. Not more frequently than once every five (5) years, BNSF may reasonably modify the required insurance coverage to reflect the current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- k. If any portion of the operation is to be subcontracted by the Shipper, the Shipper will require that the subcontractor:
- Provide and maintain insurance coverage(s) as stated in this Item, naming BNSF as an additional insured
  - Release, defend and indemnify BNSF to the same extent and under the same terms and provisions, as the Shipper is required to release, defend and indemnify BNSF.
- l. Failure to provide coverage as required by this Item shall entitle, but not require, BNSF to terminate the transportation contract immediately. Acceptance of a certificate that does not comply with this Item shall not operate as a waiver of Shipper's obligations hereunder.
- m. The fact that insurance (including, without limitation, self-insurance) is obtained by the Shipper shall not be deemed to release or diminish the liability of the Shipper including, without limitation, liability under the indemnity provisions of this Item. Damages recoverable by BNSF shall not be limited by the amount of the required insurance coverage.
- n. For purposes of this Item, BNSF shall mean Burlington Northern Santa Fe Corporation, BNSF Railway Company and the subsidiaries, successors, assigns and affiliates of each.

### ITEM 13: EQUIPMENT WEIGHT

#### MAXIMUM EQUIPMENT WEIGHT

The Shipper will ensure the equipment lading and axle weights conform to BNSF, federal, state, and municipal safety and weight limitations. BNSF reserves the right to weigh any shipment.

The maximum gross weight that BNSF will accept or deliver for railcar movement is:

- 52,900 pounds for a 20' container
- 58,000 pounds for coiled metal shipment, regardless of equipment (see Item 35: Restricted Shipments)
- 58,000 pounds for commodities loaded on a BNSF-approved sled or load and roll pallet (LRP), regardless of equipment
- 58,000 pounds for a tank container
- 65,000 pounds for a trailer or container on chassis
- 67,200 pounds for a 40' - 53' container.

Maximum gross weight for a railcar movement consists of the gross cargo (lading) weight plus the total equipment weight (container, trailer, or container on chassis).

If BNSF is responsible for the rail and highway movement, the shipment must also conform to federal, state, and municipal highway safety and weight limitations. The maximum gross weight for a rail/highway movement consists of the gross cargo (lading) weight plus the total equipment weight (trailer and tractor, or container/chassis and tractor).

Weight requirements apply to all shipments, including equipment received in-gate, or delivered via rail interchange or from an on-dock or private facility.

If an overweight shipment is discovered upon arrival at a BNSF facility, the equipment 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 equipment.

BNSF does not maintain a fleet of specialized chassis to handle shipments that may be over axle or gross weight limits.

(See Item 25: Shipper General Liability and Item 20: On-dock Facilities.)

### OVERWEIGHT EQUIPMENT CHARGES

A Shipper who tenders overweight equipment will be subject to a \$5,000 charge per shipment, will arrange for and incur all costs and expenses of adjusting or transloading the shipment's weight, and will be responsible for all applicable storage, detention, and other applicable charges. If additional equipment is required, the Shipper will be responsible for applicable transportation charges for both the original shipment and any additional equipment. (See Item 23: Shipment Adjustments.)

BNSF may weigh a shipment to determine if the equipment is overweight and if the weight is properly declared on the shipping instructions. The Shipper will be responsible for all costs and expenses incurred to weigh the equipment and other applicable charges. (See Item 24: Equipment Inspections.)

If the shipment weight is misdescribed, regardless if overweight, the Shipper will be assessed \$100 for each 1000 pounds misdescribed, and will be responsible for other costs, expenses, and other applicable charges.

The Shipper will be responsible for storage charges, which will apply while the equipment is detained at a BNSF facility. Storage charges will begin after the Shipper receives notice of a weight condition. No storage free time is provided for overweight equipment. (See Item 37: Storage.)

Detention charges will also be the Shipper's responsibility from the time the original equipment is placed at the facility of the party modifying (unloading) the shipment, until the shipment is re-tendered to BNSF. (See Item 39: Drayage Services.)

BNSF is not responsible for any fines (including, but not limited to, federal, state, and municipal), inspections, clean up, leaks, blocking, bracing, transloading, equipment damage, storage, unloading, impounding, or other expenses incurred due to weight non-compliance. (See Item 9: Shipper Loading and Unloading Equipment and Item 23: Shipment Adjustments.)

### IMX OR CROSS-TOWN DRAYAGE

BNSF-performed IMX or cross-town drayage does not excuse the Shipper of responsibility for these weight and highway loading regulations. In the event an IMX or cross-town tractor and equipment combination exceeds federal, state, BNSF, and/or municipal weight limitations, BNSF will not perform the IMX or cross-town drayage until the equipment meets such regulations.

The Shipper of overweight equipment that requires movement via the highway will:

- Be subject to the \$5,000 overweight charge per shipment.
- Be responsible for any fines, inspections, blocking, bracing, transloading, storage, equipment damage, unloading, transloading costs, or other expenses incurred.
- Reimburse BNSF for all payments made to reconcile overweight equipment when BNSF is performing the IMX or cross-town drayage.

Shipments moving in interline service may be subject to highway (interchange) delivery. In addition, shipments also move between some BNSF facilities by highway, and are subject to the associated rail/highway weight restrictions and applications. (See Item 3: Price Authorities Application, Item 15: Furnishing Chassis, Item 38: Drayage and Appendix E and F.)

### ITEM 14: LIFT PROVISIONS (FLIPS)

Normal lift provisions at BNSF facilities include transferring the equipment once from the ground or a chassis to a railcar at origin, and once from a railcar to the ground or a chassis at destination.

Additional lift services (also called flips) incur a \$100 charge per lift (for all equipment except tank containers less than eight feet in height) or \$500 per lift for tank containers less than eight feet in height, in addition to other applicable charges. The drayman, Shipper, and/or party requesting the lift will be liable for these charges.

Chargeable lifts include, but are not limited to:

- Lifts from the ground to a chassis due to lack of Shipper-provided chassis.
- Lifts for pre-mounted shipments, when such shipments are not obtained (see Item 15: Furnishing Chassis, Section 5).
- Lifts from one chassis to another chassis.
- Lifts from a chassis to the ground or extra lifts from ground to railcar.

- Lifts from a railcar at any location other than the origin or destination hub, due to circumstances, including, but not limited to, the lack of or incomplete Shipper furnished shipping instructions or documentation, or any condition attributable to the Shipper.

These additional lift services require prior approval at the BNSF facility. In addition, the Shipper can request a lift at some locations using the secured <http://www.bnsf.com> application.

For chassis exceptions and pre-mounts, see Item 15: Furnishing Chassis.

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

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

At destination, if BNSF is unable to unload private equipment from railcars due to a shortage of private 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 equipment as soon as private chassis are supplied. (See Item 37: Storage.)

Each piece of private equipment that must be left on a railcar at destination due to lack of available Shipper or private chassis will incur storage charges, in addition to other lift and applicable charges.

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

(See Item 29: Equipment Liability and Claims.)

### ITEM 15: FURNISHING CHASSIS

Unless otherwise noted on the price authority, BNSF will not furnish a chassis or other suitable equipment for obtaining or delivering private equipment 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. Oakland, Portland, Seattle, S. Seattle, and Tacoma

COFC containers requiring BNSF rail-controlled (obligated) drayage will be moved with a BNSF chassis on a live lift (consistent with the standby provisions) basis. Any deviation that requires picking up (obtaining), delivering, or using a private chassis will incur an additional \$100 chassis pick up and/or delivery charge, in addition to other applicable charges. (See the Drayage Chapter.)

#### 2. International Interchanged Shipments

At locations where OCEMA chassis pools exist or BNSF does not have a rail interchange agreement with a connecting rail carrier, BNSF is not responsible for providing or managing chassis equipment utilized in highway interchange. (See the Drayage Chapter.)

#### 3. Cross-town

BNSF is not responsible for the cross-town (chassis or drayage) on a Rule 11 shipment. (See Item 3: Price Authorities Application, Item 8: Intermodal Service, and Item 14: Lift Provisions.)

BNSF will not provide cross-town transfer, interchange, or drayage for equipment that does not meet specifications defined in the Equipment Chapter, coiled metal or scrap metal shipments, or portable tank container shipments. (See Item 13: Equipment Weight, Item 17: Portable Tank Containers, Item 38: Drayage and Appendix E and F.)

#### 4. Chassis Reposition

If chassis accumulate or must be moved (drayed) to another facility or off-site location, the Shipper will be responsible for any drayage costs and expenses, plus applicable storage charges. (See Item 37: Storage.)

**5. Pre-mount Facilities**

At some BNSF facilities, a pre-mount request is required prior to mounting the container on a chassis. The Shipper will need to request a pre-mount via BNSF's secured Web application before the specified time. If the Shipper fails to obtain the container by 11:59 p.m. on the requested pre-mount date, a pre-mount charge will be assessed, in addition to applicable lift, storage, and other applicable charges. If live lifts are not available at the facility and BNSF fails to mount the container by the requested pre-mount date, storage free time will be reset for the specific container.

BNSF may hold the equipment until any question of outstanding pre-mount charges is resolved and any charges paid. Pre-mount privileges may be revoked, if pre-mount charges are not paid or shipments are not obtained.

**6. Portable Tank Containers**

Loaded portable tank containers must be obtained from or delivered to a BNSF facility using only drop frame (lowboy) chassis.

Empty portable tank containers do not require delivery with lowboy chassis. (See Section 3 of this Item and Item 17: Portable Tank Containers.)

(See Item 14: Lift Provisions, Item 37: Storage, and the Drayage Chapter.)

**ITEM 16: TEMPERATURE-CONTROLLED EQUIPMENT****TENDER EQUIPMENT REQUIREMENTS**

Equipment containing temperature-controlled devices is considered restricted and must be tendered under a specific price authority for this type of equipment. (See Item 35: Restricted Shipments.)

BNSF will accept temperature-controlled equipment with complete shipping instructions and other applicable requirements. (See Item 7: Shipping Instructions.)

The Shipper assumes all liability for damage and spoilage due to incorrect thermostat setting, or malfunction of any devices, units, recorders, or

gauges on the equipment, including refrigeration and fuel.

**EQUIPMENT REQUIREMENTS**

Shippers of temperature-controlled equipment must meet the following standards:

1. Portable heaters are prohibited. BNSF will not knowingly accept equipment containing portable heaters.
2. Fuel tanks for running temperature-controlled equipment may only contain diesel fuel. Equipment with a broken or missing fuel tank cap will not be accepted.
3. Fuel gauges, temperature gauges, and thermostatic controls, when present, must be visible and readable for inspections that may be conducted by the Shipper while the equipment is on a railcar.
4. Equipment containing temperature-controlled devices must be compatible with available railcars.

**TEMPERATURE-CONTROLLED INSPECTIONS**

BNSF may permit the Shipper or Shipper's agents onto BNSF property to inspect or fuel temperature-controlled equipment. When inspecting such equipment on BNSF property, the Shipper must meet BNSF requirements at origin, destination, or in-transit points. Other inspection requirements can be clarified by contacting a BNSF Facility or Marketing Representative. BNSF will not permit any inspection or refueling that will delay the movement of a train. BNSF will not be responsible for performing any inspections of fuel gauges, temperature gauges or thermostat controls. However, if BNSF or a third party does perform an inspection, the Shipper will be invoiced separately for and will be directly responsible for any inspection charges.

**TEMPERATURE INFORMATION**

BNSF reserves the right to inspect, but is NOT RESPONSIBLE for checking or monitoring any devices such as thermostats, temperature gauges or recorders, fuel gauges or recorders, devices, or any other operations of a temperature-controlled equipment.

BNSF will not be responsible 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 equipment.

Any temperature information on the shipping instructions will be accepted as information only.

The Shipper assumes all liability for damage and spoilage caused by the equipment's or device's incorrect thermostat setting, mechanical malfunction, operational failure, or lack of fuel. If for any reason BNSF does fill the equipment's device with fuel, the Shipper is responsible for the fuel cost. BNSF is not responsible for missing temperature-controlled devices or parts.

When filing a loss or damage claim regarding improper temperature or thermostat setting, the equipment's complete recorded temperature documentation must be furnished. (See Item 25: Shipper General Liability, and Item 28: Lading Liability and Claims.)

## 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 costs and expenses will be invoiced to the Shipper or equipment owner.

## ITEM 17: PORTABLE TANK CONTAINERS

### TANK CONTAINER SHIPPING INSTRUCTIONS

Portable tank containers are restricted equipment and must be tendered with a special price authority for this type of equipment. (See Item 35: Restricted Shipments.)

The following additional information is required on the shipping instructions for a loaded portable tank container:

- Actual commodity description (proper shipping name)
- 24-hour telephone contact number
- If hazardous, see Item 36: Hazardous Shipments and Appendix E.

(See Item 7: Shipping Instructions and Appendix A for complete details.)

## COMMODITY SPECIFICATIONS

Commodities loaded in portable tank containers must meet the United States Department of Transportation regulations.

The commodity description (proper shipping name) must be printed legibly in a waterproof medium on both sides of the portable tank container. Letters of the description must be at least two (2") inches high. (See Item 7: Shipping Instructions.) The placement of the commodity name on the portable tank container must conform to the same specifications for placarding stated in Item 36: Hazardous Shipments.

See Appendix E for Prohibited and Restricted Commodities in tank containers.

## EMPTY TANK CONTAINERS

An empty portable tank container that previously contained hazardous materials or has hazardous residue is required to have all hazardous information declared on the shipping instructions and include the hazardous paperwork.

In addition, an empty portable tank container that previously contained hazardous commodities or has hazardous residue must be placarded and marked as required for a loaded hazardous shipment. (See Item 36: Hazardous Shipments.)

Empty portable tank containers do not require delivery with lowboy chassis.

## EQUIPMENT REQUIREMENTS AND LIABILITY

Portable tank containers tendered to BNSF must conform to 49 CFR 174.63 and AAR M-943 specifications. (See Item 10: Equipment Specifications.)

Prior to tendering the shipment to BNSF, the Shipper is responsible for inspecting and ensuring the following portable tank container provisions are met:

- Tank containers must not have defects, latent defects, including cracked or separated outer shell or supporting fixture problems that could result in a potential failure.
- Man-way covers, cam locks, valves or similar devices are closed and secured, and do not protrude to ensure leakage will not occur.

Any portable tank container with defects, faulty valves, or similar securement issues should not be loaded and cannot be tendered to BNSF. (See Item 9: Shipper Loading and Unloading

Equipment, and Item 10: Equipment Specifications.)

Loaded portable tank containers must be obtained (picked up) from or delivered to a BNSF facility using only drop frame (lowboy) chassis. (See Item 15: Furnishing Chassis.)

BNSF will not provide cross-town transfer, interchange, or drayage for portable tank container shipments. (See Item 15: Furnishing Chassis, Item 38: Drayage, and Appendix E.)

In the event the equipment tendered to BNSF does not comply with 49 CFR 174.63 and AAR M-943 specifications, the Shipper agrees to fully indemnify, defend, and hold BNSF harmless from any losses, damages, claims or litigation that may arise out of the transportation and/or the shipment. In addition, the Shipper will be responsible for all associated costs, expenses, and fines 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 portable tank container failure (including residue, leak or spill) or equipment failure while in possession of BNSF. (See Item 23: Shipment Adjustments and Item 25: Shipper General Liability.)

### ITEM 18: BUNDLED EQUIPMENT

Bundled equipment is a group of two or more pieces of equipment stacked on top of each other for movement as a single shipment.

Bundled equipment is restricted equipment and must have a special price authority and follow procedures documented in Item 35: Restricted Shipments.

Bundled equipment is subject to mechanical inspection. A shipment not compliant with BNSF requirements will be rejected. The Shipper will be responsible for and incur any costs and expenses to remove or adjust the non-compliant equipment, even in the event that bundled equipment is rejected due to a drayage (motor) carrier's requirements to adjust the load. (See Item 23: Shipment Adjustments.)

### ITEM 19: BULK BLADDER SHIPMENTS (FLEXI-TANKS)

Non-hazardous bulk bladder shipments are restricted and must be tendered with a special

price authority for this type of shipment. (See Item 35: Restricted Shipments.)

Under no circumstances will the Shipper tender or BNSF knowingly accept any hazardous materials, substance, waste, or environmentally harmful commodities in bulk bladders. (See Item 34: Prohibited Shipments, Item 36: Hazardous Shipments, and Appendix E.)

When tendering a non-hazardous bulk bladder shipment, the Shipper must use a suitable bladder (capable of withstanding accelerations, decelerations, forces, and vibrations in the railroad environment) for the commodity.

The Shipper is fully responsible for utilizing equipment in a condition adequate to withstand pressures that will be exerted on the bladder, regardless of cause. When tendering non-hazardous bulk bladder shipments, the Shipper is fully responsible for using private equipment that is not greater than ten (10) years old, is in suitable condition to carry concentrated weights, has no visible defects, and meets or exceeds AAR M-930 or M-931 specifications. In addition, the Shipper must ensure the equipment's interior is free 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 and expenses 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, but not limited to, residue leak or spill) or equipment failure while in possession of BNSF. (See Item 23: Shipment Adjustments.) The Shipper will defend and indemnify BNSF from and against any such loss or damage pursuant to the terms of Item 25: Shipper General Liability of this *BNSF Intermodal Rules and Policies Guide*.

For all non-hazardous bladder shipments, the Shipper must provide the additional following information on the shipping instructions:

- 24-hour contact number
- Complete actual commodity description or proper shipping name (FAK is not valid)
- Actual STCC (FAK STCC is not valid)
- Flexi-tank or bulk bladder stated as part of the commodity description. (See Item 7: Shipping Instructions.)

(See Item 25: Shipper General Liability.)

**ITEM 20: ON-DOCK FACILITIES**

At some locations, BNSF accepts and delivers railcars to and from on-dock (including, but not limited to pier, port, or private) Intermodal facilities. Defined in this Item are requirements for proper loading and unloading of Intermodal railcars at on-dock facilities to meet the conditions for safe and efficient rail transportation.

**RAILCAR LOADING OR UNLOADING**

It is the sole responsibility of the on-dock facility operator to load or unload all railcars properly in accordance with the BNSF Loading Policy Guidelines and all applicable governmental and industry safety regulations. The on-dock facility operator will ensure that all equipment loaded onto railcars is properly secured in accordance with BNSF's Securement Policies as outlined in the *BNSF Railway Intermodal Hub Operations Manual*. Contact Hub Operations at 1-817-867-6388 to obtain a copy of the *Hub Operations Manual*.

At Southern California on-dock facilities, trains must be:

- At least 7,500 feet
- Blocked according to BNSF's North and South blocking plans
- Blocked with a minimum of 40 forty-foot equivalent units (FEU) per train block and loaded on railcars with a single destination. (See the Equipment Chapter and Item 37: Storage.)

At on-dock international loading facilities, the on-dock operators (not BNSF) will be responsible for providing inter-box connectors (IBCs). These connectors are devices that secure one container on top of another while in transit. Only left locking IBCs are permitted on BNSF. Inter-box connectors are considered miscellaneous equipment.

**RAILCAR INSPECTION AND REPAIR**

BNSF (or agent) will provide inspection of railcars designated for loading equipment at the on-dock facility. If BNSF finds defective railcars that cannot be loaded, BNSF will provide a written description of the defective railcars and will place tags on the railcars to advise the on-dock facility operator of the defective status. BNSF will

inspect loaded railcars for discovery of any defects prior to train departure from the on-dock facility. However, BNSF will not inspect railcars to ensure compliance with loading or securement rules as referenced in the Railcar Loading and Unloading Section of this Item. Proper loading and securement are solely the responsibility of the operator of the on-dock facility. The on-dock operator will also be responsible for any damages, expenses, and associated repair costs incurred to railcars during the loading and unloading process.

**OTHER RAILCAR USAGE POLICIES**

The on-dock operator will fully load the railcars with appropriate length and equipment configurations to achieve a minimum of 96% equipment utilization. However, the railcars (train) will not depart a Southern California on-dock facility if the slot utilization is under ninety-two percent (92%). As outlined in policies and manuals referenced in the Railcar Loading and Unloading Section of this Item, no railcar shall be overloaded beyond the railcar's stated weight capacity. (See Item 13: Equipment Weight.)

Additionally, BNSF expects that railcars furnished will be loaded and unloaded promptly based on requirements designated by local BNSF hub management.

The railcars provided by BNSF shall be used only for equipment, which will move via BNSF. Any exceptions where the railcars are loaded adverse to BNSF could result in charges as designated by BNSF, unless the operator is given written permission by BNSF management to load railcars adverse to BNSF.

BNSF reserves the right to designate appropriate railcar loading block configurations to reduce railcar switching requirements. The on-dock facility operator must comply with these requirements, and BNSF has the right to refuse improperly blocked railcars.

Conventional railcars cannot be loaded at Southern California on-dock facilities.

**OPEN OR OVERSIZED SHIPMENTS**

All open shipments, including, but not limited to, flat racks, bare chassis, stacked (bundled) chassis, stacked (bundled) flat racks, open tops (with or without chassis), and oversized shipments with cargo extending beyond the

container's normal dimensions, must be inspected by a BNSF Mechanical Inspector or BNSF's agent. Only upon receipt of written approval by a BNSF Mechanical Inspector, can an open or oversized shipment be loaded onto a railcar. (See Item 21: Oversized Shipments.)

## OTHER APPLICABLE RULES

All shipments originating at on-dock facilities must comply with all other Items stated in this *BNSF Intermodal Rules and Policies Guide*, including, but not limited to, the Shipping Instructions, Prohibited, Restricted and Hazardous Shipments, and Equipment Chapters, in addition to all BNSF and AAR equipment blocking and bracing requirements.

BNSF will not accept coiled metal or scrap metal Intermodal shipments via steel wheel interchange or from on-dock locations. (See Item 34: Prohibited Shipments and Item 35: Restricted Shipments.)

(See Item 25: Shipper General Liability and Item 31: Rejection Rights.)

## INDEMNITY AGREEMENTS

BNSF will require indemnity agreements signed by the BNSF transportation contract party (Shipper), as well as the operator of the on-dock facility operator to ensure clear understanding and compliance with the provisions of the on-dock facility policies.

Additionally, this indemnity will ensure that any loss, damages, expenses, or costs caused by any accidents or derailments deemed the result of failure to adhere to the provisions and policies will be the responsibility of the Intermodal transportation contract party (Shipper) and on-dock facility operator.

(See Item 26: BNSF General Liability.)

## ITEM 21: 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 equipment, including, but not limited to, flat beds, flat racks, or open-top shipments.

### OVERSIZED SHIPMENT REQUIREMENTS

1. The Shipper must use a special price authority for oversized shipments, issued by a BNSF Marketing Representative. A dimensional, high/wide, or oversized shipment is a restricted shipment. (See Item 35: Restricted Shipments.)
2. BNSF's Clearance and Intermodal Operations departments must approve the loaded dimensions prior to moving the oversized shipment. BNSF's Mechanical department must inspect and approve any oversized shipment and the loading onto a railcar at the BNSF facility. (See Item 10: Equipment Specifications.)
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 for handling any oversized shipment 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 ADJUSTMENTS

1. If an adjustment to the shipment is required, the Shipper will incur all related expenses. Any additional charges associated with oversized equipment, including, but not limited to, adjusting, transloading, weighing, draying, and impounding, will be the responsibility of the Shipper. (See Item 23: Shipment Adjustments.)
2. The Shipper is responsible for all storage and detention charges incurred at origin. At destination, the notify party shall be responsible for storage and detention charges incurred. (See Item 37: Storage and Item 39: Drayage Services.)

3. BNSF is not responsible for fines, charges, or expenses incurred due to oversized non-compliance, including, but not limited to, impounding, draying, inspecting, blocking, bracing, transloading, damaging equipment, storing, or unloading.

(See Item 13: Equipment Weight and Item 25: Shipper General Liability.)

### ITEM 22: RAIL-CONTROLLED EQUIPMENT

BNSF eliminated rail-controlled trailers and containers, including NACS, from BNSF Intermodal Service. All references regarding rail-controlled equipment have been removed in this version of the *BNSF Intermodal Rules and Policies Guide*. If applicable, governing policies for rail-controlled equipment stated in the 2005 *BNSF Intermodal Rules and Policies Guide* will govern such shipments.

### ITEM 23: SHIPMENT ADJUSTMENTS (DISTRESSED SHIPMENTS)

If a shipment requires transferring, handling, adjusting, repackaging, or cleaning while in BNSF possession (including in transit), BNSF Load and Ride Solutions (LARS) will inspect the shipment, notify the Shipper of the requirements, and provide the availability of a BNSF approved third-party contractor to perform the adjustment or transfer.

For distressed shipments, the Shipper will be furnished a distressed shipment report, which includes seal change information and digital photos. If the shipment is moving in-bond, the Shipper will be responsible to complete the IT or TE bond for the seal change. (Regarding in-bond distressed shipments, BNSF will obtain U.S. Customs Port of Entry authorization to remove seals in a non-emergency situation. In an emergency, BNSF is permitted to remove seals and as soon as practical, will provide notification of the seal removal to U.S. Customs Port of Entry.)

The Shipper is responsible for all expenses incurred by BNSF and the third-party contractor to address transferring, handling, adjusting, repackaging, and cleaning the shipment, except when such services are necessary as a result of

BNSF's sole negligence. (See some distressed shipment charges - <http://www.bnsf.com/customers/how-can-i-ship/domestic-containers-and-trailers/intermodal-distressed-shipment-charges.html>.)

The Shipper will be responsible for any and all events such as leaks, spills, transloads, and overloads, lading shifts, and all associated costs, expenses or fines resulting from such events, including, but not limited to, equipment loss or damage, property loss or damage, clean up, injury, death or any other liability to all property, equipment, environment, commodity transfer, disposition, or handling aspects, attorney fees, storage, detention, other charges incurred due to improper or incomplete shipping instructions, and other Items defined throughout this *BNSF Intermodal Rules and Policies Guide*.

In the case of an incident, the Shipper will:

- Pay for cleanup and restoration or reimburse BNSF for all related costs and expenses plus a 50% handling charge.
- Clean up to BNSF's satisfaction and to the satisfaction of any governmental body with jurisdiction.

If a shipment is found to be improperly blocked, braced, distributed weight, or loaded, the Shipper will pay a charge of \$500 per occurrence, and incur all expenses to adjust or transfer the load, in addition to other applicable charges.

If the shipment is found to be leaking while in BNSF's possession, BNSF will notify the Shipper. If a shipment is found to be leaking while being tendered to BNSF, the shipment will be rejected. However, a safe haven will be offered for a leaking shipment, until the Shipper can inspect, decontaminate, clean, repair and/or remove the equipment. The actual restoration and cleanup of the safe haven and BNSF property is the responsibility of the Shipper.

If a shipment has to be set out of a train for reasons, including, but not limited to, equipment failures or commodity related problems, a \$5,000 charge will be assessed to the Shipper, plus other applicable charges.

When a shipment is involved in an incident, BNSF reserves the right, at BNSF discretion, to handle the disposition and/or, when warranted, to dispose of lading or equipment when the action is deemed reasonable to resolve the situation.

(See the Equipment, Prohibited, Restricted and Hazardous Chapters, Item 24: Equipment Inspections, Item 25: Shipper General Liabilities, Item 31: Rejection Rights, and Item 37: Storage.)

## ITEM 24: EQUIPMENT INSPECTIONS

### GATE INSPECTIONS

BNSF will prepare an equipment inspection form on equipment entering or departing a BNSF facility, and will furnish the form to the drayage (motor) carrier acting as the Shipper's agent, unless otherwise identified in the Item. The inspection verifies the shipment is sealed, documents equipment damage, and identifies the drayage carrier. In addition, the inspection may check for proper loading procedures, hazardous placarding, blocking, and bracing.

The drayage carrier will be given the opportunity to request that damage be noted in the BNSF computer system when entering or departing the BNSF facility. Any inspection exceptions or corrections must be made in the BNSF computer system prior to entering or departing the BNSF facility and a corrected inspection form will be furnished. Hand-written exceptions or damage on an inspection form are not valid for documenting exceptions or damage, and will not be accepted for claims purposes.

The drayage carrier must call attention to any evidence of unauthorized entry or damage to the equipment, including a missing or defective seal, by notifying BNSF hub personnel, providing reasonable time for BNSF to inspect the equipment and lading while the shipment is still at the hub, and providing proper notification on the inspection report before the equipment is removed from the BNSF premises. Failure of BNSF to inspect the equipment and lading will not be considered a waiver of any defenses BNSF may have to a claim or suit. (See Item 28: Lading Liability and Claims and Item 37: Storage.)

BNSF has driver assisted gate technology at some locations, which allows a drayage carrier (driver) to check the equipment entering and departing the facility without the intervention of BNSF hub or gate personnel. At locations with this technology, the drayage carrier (driver) will be responsible for obtaining and inspecting the appropriate equipment and for advising BNSF

hub personnel, if damage is found (so the damage can be noted in the BNSF system).

BNSF also has Automated Gate System (AGS) technology at some locations. With optical character recognition, AGS records high-resolution photographic images of the equipment. The recorded image will be used in lieu of written damage notations. Reference to photographic inspections will be made on the inspection form to differentiate an AGS equipped facility. The images will be retained for twelve (12) months.

After receipt of an inspection form (with or without exceptions), the drayage carrier will be liable for the loss, theft or damage, and any damage or repair cost for the equipment, lading, property or person while in the drayage carrier's possession.

Inspection for the tire tread depth, proper inflation, and inside tire condition cannot adequately be performed in a safe and efficient manner. BNSF will not be responsible for tire damage listed below, unless there is evidence of improper BNSF handling:

- Flat or blow-out, as a result of improper inflation or driving with a flat (run flat)
- Any single flat per axle
- Flat as a result of a brake malfunction (skid flat).

Equipment originating at an IMX facility is subject to inspection at the Intermodal rail facility. (See Item 13: Equipment Weight.)

The inspection form, provided to the drayage (motor) carrier entering or departing a BNSF facility, is the legal exchange agreement between the drayage (motor) carrier and BNSF. The form will be issued only at the time of interchange. BNSF will not be obligated to provide reproductions of the form; however, if reproductions can be provided, a charge will be assessed to provide such copies.

Any non-compliant shipment will incur delays at the Intermodal facility until corrected by the Shipper and applicable charges, including storage and detention, will apply. (See Item 37: Storage and Item 39: Drayage Services.)

(See Item 25: Shipper General Liability, Item 26: BNSF General Liability, Item 28: Lading Liability and Claims, Item 29: Equipment Liability and Claims, and Item 31: Rejection Rights.)

### INSPECTION RIGHTS

BNSF retains the right, without obligation, to inspect and/or weigh a shipment when the equipment is tendered or at any time while the equipment 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*. (See Item 13: Equipment Weight, Item 23: Shipment Adjustments, and Item 31: Rejection Rights.)

### INSPECTION REQUESTS

#### 1. Inspections On BNSF Property

The Shipper may request inspection of the equipment that is on BNSF property.

#### 2. Lading Inspections Beyond BNSF Property

BNSF will inspect shipments (loads and lading) beyond BNSF's 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 equipment
- Lading is wet
- Equipment displays signs of damage due to negligence.

If an inspection is requested, the shipment should remain loaded and all blocking and bracing material utilized in the shipment must be readily available for examination at the inspection site.

If damage or unauthorized entry to the equipment is noted at destination, including a missing seal, tampered seal, or defective seal, the receiver must report the exception and known facts to the Load and Ride Solutions – Product Recovery Team (1-800-333-4686) immediately and allow reasonable time to inspect the equipment before the lading is unloaded. However, failure of BNSF to inspect the equipment and lading will not be considered a waiver of any defenses

BNSF may have to a claim or suit. (See Item 28: Lading Liability and Claims.)

Independent surveyors are also available for these services at the Shipper's costs and expenses.

All inspection requests, including reporting of shortages, should be made to the Load and Ride Solutions (LARS) – Product Recovery Team at 1-800-333-4686.

(See Item 26: BNSF General Liability, and Item 28: Lading Liability and Claims.)

### TEST OR MONITOR REQUESTS

In order to request a ride quality test or to monitor shipments, contact Load and Ride Solutions (LARS). BNSF will make a reasonable effort to execute the request, but is not responsible if the request cannot be made.

If testing occurs, BNSF is not responsible for any failure of the device or consequences either directly or indirectly caused by the test or device failure. In addition, BNSF personnel may not be available to install or recover the test device. The Shipper will be responsible for the activation, placement, and recovery of the test device.

If test devices are available and performed with a BNSF provided device, the device must be returned to LARS within the time specified. In the event the device is not returned as specified, the Shipper will reimburse BNSF for the current list price of the device.

(See Item 23: Shipment Adjustments.)

## LIABILITY



### ITEM 25: SHIPPER GENERAL LIABILITY

#### LIABILITY OVERVIEW

As a general principle, and unless specifically set forth otherwise herein, liability under this *BNSF Intermodal Rules and Policies Guide* will be allocated between the Shipper and BNSF, based upon the relative fault of either the Shipper or BNSF. However, in the event the Shipper fails to comply with any of the terms of this *BNSF Intermodal Rules and Policies Guide*, the Shipper will bear all liability arising from such failure, regardless of the actual or alleged negligence of BNSF or failure of BNSF to detect, prevent or mitigate such failure on the part of the Shipper. Limits of liability may apply in certain circumstances such as lading loss limits.

#### SHIPPER LIABILITY AND RESPONSIBILITIES

The Shipper will be liable to BNSF and agrees to indemnify, defend, release and hold BNSF harmless against any and all claims, liabilities, fines, charges, costs, delay and derailment expenses, damages, losses, liens, causes of action, suits, demands and expenses (including, without limitation court costs, attorneys' fees, and investigation, removal, remediation and governmental oversight costs), environmental or otherwise, of any nature, kind or description for injury or death to all persons, including BNSF's and Shipper's officers and employees, and for loss and damage to property belonging to any person or entity, directly or indirectly arising in any matter out of or resulting from any provisions, acts or omissions outlined in this Item.

The Shipper is responsible to fulfill the requirements of this *BNSF Intermodal Rules and Policies Guide*, including, but not limited to:

1. Complying with all equipment requirements, specifications and standards, and providing equipment that is suitable for the commodity and rail transportation. (See Items in the Equipment Chapter.)
2. Adhering to all of the general, commodity and/or equipment provisions in the Prohibited, Restricted, and Hazardous Chapter.
3. Properly blocking, packaging, bracing, equally distributing the weight, and loading the contents in the equipment and in accordance with the requirements set forth in this *BNSF Intermodal Rules and Policies Guide*, as well as Section 49 CFR 174.55 for hazardous materials. (See Item 9: Shipper Loading and Unloading Equipment, and the Prohibited, Restricted, and Hazardous Chapter.)
4. Providing seals on doors, hatches, covers, and all openings that are used for loading and/or unloading when the equipment contains lading. (See Items 9: Shipper Loading and Unloading Equipment, Item 10: Equipment Specifications, and Item 35: Restricted Shipments.)
5. Reporting any evidence of unauthorized entry or damage to equipment or lading and recording such items on the inspection report before the equipment is removed from the BNSF premises. (See Item 24: Equipment Inspections, Item 26: BNSF General Liability, and Item 28: Lading Liability and Claims.)
6. Tendering the shipment in accordance with applicable laws and regulations governing freight transportation (including, but not limited, to the Carriage of Goods at Sea Act when tendering an international shipment) or otherwise conform to applicable laws or regulations. In addition, for shipments originating or terminating in other countries, the Shipper is responsible for adhering to the respective countries Customs' requirements and governmental regulations, in conjunction with applicable United States Customs, border, and other regulations. (See Item 4:

Surcharges and Special Assessments and Item 7: Shipping Instructions.)

7. Tendering equipment without any concealed or apparent defects or based on the commodity's inherent vice.
8. Tendering rail-controlled equipment with defects when Shipper failed to inspect such equipment to determine if the equipment is suitable to protect and preserve the lading during transit and such defects in the equipment could have been discovered during the Shipper's proper inspection prior to loading. (See Item 9: Shipper Loading and Unloading Equipment, Item 13: Equipment Weight, Item 20: On-Dock Facilities, Item 24: Equipment Inspections, and Item 31: Rejection Rights.)
9. Resulting in the presence of the Shipper's employees, servants, contractors, invitees, directors, officers, or agents at a facility owned or controlled by BNSF.
10. Resulting leaks, spills, transloads, load shifts, and overloads, and all associated expenses, costs, or fines. (See Item 13: Equipment Weight, Item 17: Portable Tank Containers, Item 23: Shipments Adjustments, Item 35: Restricted Shipments, and Item 36: Hazardous Shipments.)
11. Resulting mechanical malfunction, operational failure, lack of fuel, misreading or misuse of any temperature-controlled equipment or any device, unit recorder or gauges on the temperature-controlled equipment, including spoliation. (See Item 16: Temperature-Control Equipment.)
12. Resulting equipment that is 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 29: Equipment Liability and Claims).
13. Sending or supplying improper shipping instructions or information. (See the Shipping Instructions, Prohibited, Restricted and Hazardous, and Equipment Chapters.)

Whenever the Shipper purchases insurance that covers all or part of the lading, equipment or liability covered hereunder, the Shipper hereby agrees that its insurer shall have no subrogation rights against BNSF. (See Item 12: Private Equipment Insurance.)

IT IS EXPRESSLY INTENDED THAT WHEN THE SHIPPER IS TO INDEMNIFY BNSF PURSUANT TO THE FOREGOING OR ANY INDEMNITY OBLIGATION CONTAINED IN THIS *BNSF INTERMODAL RULES AND POLICIES GUIDE*, SUCH INDEMNITY SHALL INCLUDE 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, INJURY OR DEATH.
- STRICT LIABILITY RESULTING FROM VIOLATION OR ALLEGED VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION BY BNSF, INCLUDING, BUT NOT LIMITED TO, CERCLA, THE FEDERAL EMPLOYERS LIABILITY ACT, SAFETY APPLIANCE ACT, BOILER INSPECTION ACT, AND OCCUPATIONAL HEALTH AND SAFETY ACT, WHENEVER EMPLOYEES OF SHIPPER OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF BNSF UNDER SUCH LAWS.
- NEGLIGENCE OR ALLEGED NEGLIGENCE OF BNSF IN DETECTING SHIPPER'S NON-CONFORMANCE WITH OBLIGATIONS CONTAINED IN THE *BNSF INTERMODAL RULES AND POLICIES GUIDE* OR NON-CONFORMANCE TO APPLICABLE LAWS.

### OBLIGATION TO DEFEND

The Shipper's obligation to indemnify will include the costs and expenses of defending all claims filed against BNSF for such damage, including, but not limited to, reasonable attorney's fees necessary to defend against claims or suits, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments. Upon tender of the defense for any claim or action against BNSF, the Shipper shall assume the defense of any lawsuit or other proceeding brought against BNSF by any entity, relating to any matter covered by the Shipper's

indemnification obligation under this *BNSF Intermodal Rules and Policies Guide*. In such event, the Shipper shall pay all costs incidental to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

## NON-WAIVER

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.

## ENVIRONMENTAL

The Shipper or owner of any equipment (including, but not limited to, a portable tank container or bulk bladder) will be responsible for any necessary environmental cleanup, except for cleanup required resulting from gross negligence of BNSF. (See the Equipment Chapter, Item 17: Portable Tank Containers, Item 19: Bulk Bladder Shipments, and the Prohibited, Restricted and Hazardous Chapter.)

## MITIGATION

All persons involved with a shipment will cooperate to the fullest extent with BNSF to mitigate any loss and damage.

The Shipper or 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.

(See Item 26: BNSF General Liability, and Item 29: Equipment Liability and Claims.)

## ITEM 26: BNSF GENERAL LIABILITY

BNSF shall not be liable for the following:

- Special, incidental, consequential, punitive or indirect damages.
- Loss and damage to lading and/or equipment, injury or death to any person, or loss and damage to property that is greater than the percentage of BNSF causal negligence in the event the loss of damage resulting from the concurrent negligence of BNSF and:

- The Shipper, including, Shipper's employees, servants, contractors, invitees, directors, officers, or agents
- Any other carrier participating in the shipment
- A third party
- An act of God, fire, high wind, flood, storm, earthquake, civil or military authority, embargo or AAR service order, war, blockade, insurrection, riot, public enemy action, epidemic, sabotage, lock out, strike or labor disturbance, wreck, explosion, derailment, equipment, facilities, mechanical breakdown, any other catastrophic influence, commodity's inherent vice, laws, Shipper's act or default, equipment's design or condition that is not furnished by BNSF, or any occurrence that takes place when BNSF is not in actual possession of the equipment.
- Any loss or damage, death or injury resulting 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), an interruption of rail service, BNSF decision to discontinue ownership, maintenance, or operation of any rail line or Intermodal facility or to modify or discontinue any service or service offering, regardless of price authority type (including contractual agreements and interline arrangements). (See the Service Chapter and Item 3: Price Authorities Application.)

The language of this Item shall not create a liability for BNSF when a separate provision in this or any other Item states that the Shipper indemnifies BNSF regardless of BNSF's negligence. (See Item 25: Shipper General Liability.)

## ITEM 27: GENERAL LADING AND EQUIPMENT LIABILITY

The liability provisions in this Item also apply in event of loss or damage to lading or equipment. For additional liability provisions, see Item 28: Lading Liability and Claims, and Item 29: Equipment Liability and Claims.

BNSF shall not be liable for loss or damage to lading or equipment if the loss or damage is:

- Determined to be \$500 or less.
- Produced by failure of the Shipper or Shipper's agents to comply with the Intermodal Loading Guide or BNSF loading or securement specifications. (Contact Load and Ride Solutions for proper loading specifications. See Appendix I and D, and Item 9: Shipper Loading and Unloading Equipment.)
- Generated by failure of the Shipper or Shipper's agents to comply with obligations stated in this *BNSF Intermodal Rules and Policies Guide*.
- Caused before BNSF takes actual possession of the equipment or after the point when the equipment is tendered to another railroad, on-dock operator, drayman, receiver, or another party. Once storage free time expires, BNSF's liability will only be that of a warehouseman.
- Caused to shipments that originate or terminate at a private siding, station, wharf, dock, pier, port, terminal, or landing, where there is no BNSF Representative. (See Item 20: On-dock Facilities.)
- Caused by the Shipper's action or default, act of God, fire, high winds, flood, storm, earthquake, civil or military authority, embargo or AAR service order, war, blockade, insurrection, riot, public enemy action, epidemic, sabotage, lockout, strike or labor disturbance, wreck, explosion, derailment, equipment, facilities, mechanical breakdown, any other catastrophic influence, and/or any like causes beyond the reasonable control of Shipper or BNSF.

Examples of an act of God include, but are not limited to, severe weather conditions such as tornadoes, hurricanes, floods, cold weather, hot weather, snowstorms, earthquakes, and heavy rains. With respect to act of God defense, weather related phenomena do not have to be unusual or severe, only that the event caused or precipitated the damage to the shipment.

Examples of actions by a government authority include, but are not limited to, the closure of roads to vehicular accident, re-routing, detour, or repairs of roads, police action closing facilities, cross-border traffic

delay caused by government authority, and requirements imposed by the United States Customs Office or by the Department of Homeland Security.

- Caused by the commodity's inherent vice, laws, or is caused by the equipment's design or condition that is not furnished by BNSF.

Examples of inherent vice or defective lading include, but are not limited to, the rusting of metal, swelling of wood caused by humidity, moisture or condensation, the deterioration of perishable products over the normal life cycle or span of those products, and damages caused by heat or cold when protective service is not purchased. (See Item 23: Shipment Adjustments.)

- Caused by any occurrence that takes place when BNSF is not in actual possession of the equipment or without causal negligence on the part of BNSF.
- Caused by acts, omissions or negligence of the Shipper or Shipper's agents. (See Item 25: Shipper General Liability.)

Examples of Shippers' typical acts of default include, but are not limited to, improper packing, blocking, bracing, or loading contents in the equipment, improper shipping instructions, or failure to arrange protective services.

(See Item 25: BNSF General Liability, Item 28: Lading Liability and Claims, and Item 29: Equipment Liability and Claims.)

## ITEM 28: LADING LIABILITY AND CLAIMS

### LADING LOSS AND DAMAGE LIABILITY

In no event will BNSF's total liability for lading loss or damage exceed \$200,000 per shipment.

If a shipment moves under the terms of a through bill of lading issued by another carrier, such as a trucking or ocean carrier, that has limited liability terms, including, but not limited to, a maximum value per pound or package limitation, the cargo liability of BNSF will be no greater than the limitation of liability as stated on that bill of lading.

If the Shipper wishes to obtain a higher loss or damage limit, the Shipper has the options described in the Shipper Provided Insurance and Liability Opt-Out Section in this Item and Item 30: 49 USC 11706 Liability Terms. The liabilities and

responsibilities of BNSF and the Shipper, as defined in Item 25: Shipper General Liability and this Item are independent of the value of the shipment.

BNSF shall not be liable for lading loss or damage unless there is specific evidence of unauthorized entry into the equipment while the shipment was in BNSF's possession.

If loss or damage is noted at destination, BNSF must be notified immediately and given a reasonable time to inspect the equipment while it is still loaded. Report loss or damages to the Load and Ride Solutions - Product Recovery Team at 1-800-333-4686.

However, BNSF's failure to inspect the equipment and lading will not be considered a waiver of any defenses BNSF may have to a claim or suit.

(See Item 24: Equipment Inspections and Item 25: Shipper General Liability.)

## FEDERAL EXCISE TAX CLAIMS

The Shipper must request that BNSF 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, 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 the equivalent. If the shipment is insured, the Shipper waives any claim for subrogation.

## SHIPPER PROVIDED INSURANCE AND LIABILITY OPT-OUT

For shipments with values exceeding BNSF's limited liability, the Shipper may elect under certain conditions to provide its own insurance for the shipment (lading). The Shipper can provide insurance coverage outside the transportation contract.

The Shipper may choose from the three (3) liability terms depending on the value or terms required for the shipment:

1. The Shipper may elect to remain subject to BNSF's standard limited liability, which governs BNSF's liability for loss and damage to the lading. (See Item 25: Shipper General Liability, Item 26: BNSF General Liability,

Item 27: General Lading and Equipment Liability, and Item 29: Equipment Liability and Claims.) If the Shipper requires a higher loss or damage limit, the Shipper may choose from Option 2 or 3 below.

2. The Shipper may obtain Shipper-supplied insurance.
3. The Shipper may request coverage under the terms of 49 USC 11706. (See Item 30: 49 USC 11706 Liability Terms.)

BY ACCEPTING THIS TRANSPORTATION OFFER WITHOUT FOLLOWING THE PROCEDURES FOR LIABILITY TERMS SET FORTH IN ITEM 30: 49 USC 11706 LIABILITY TERMS, THE SHIPPER ACKNOWLEDGES THAT IT HAS CHOSEN TO ACCEPT THE PRICE AUTHORITY RATE LEVELS AND TERMS AS DEFINED IN THIS *BNSF INTERMODAL RULES AND POLICIES GUIDE*, INCLUDING, BUT NOT LIMITED TO, LIMITED BNSF VALUE AND LIABILITY TERMS AS STATED IN ITEM 25: SHIPPER GENERAL LIABILITY, ITEM 26: BNSF GENERAL LIABILITY, ITEM 27: GENERAL LADING AND EQUIPMENT LIABILITY, ITEM 28: LADING LIABILITY AND CLAIMS, AND ITEM 29: EQUIPMENT LIABILITY AND CLAIMS.

(See Item 26: BNSF General Liability, and Item 27: General Lading and Equipment Liability.)

## LADING CLAIMS REQUIREMENTS

All outstanding payments or charges are due according to standard payment terms defined in Item 2: Credit and Collections, regardless of whether the Shipper is filing a lading (freight) claim.

If applicable, any reimbursement of payments will be handled in the claims process outlined in this Item. (Equipment claims are independent of lading claims. See Item 29: Equipment Liability and Claims.)

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

Only the Shipper (the party indicated on the BNSF price authority and paying BNSF for the rail transportation) may initiate and maintain a claim for lading loss and damage or a suit against BNSF. A person who is not party to the price

authority with BNSF will have no claim or cause of action against BNSF for loss or damage to lading, nor will such party's claim to BNSF or to any other entity be recognized as the Shipper's claim to BNSF without an assignment of rights to that entity by the Shipper.

The claim must comply with the minimum filing requirements contained in 49 CFR Section 1005.2 (b) as well as the requirements listed in this Item.

The claim must fully identify the rail shipment and request payment of a certain amount, or the claim will not be deemed filed.

## 1. Claims Requirements

The Shipper must include the following 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. Seal records and loading/unloading records supporting shortage claims. Mere presence of a broken seal or missing seal does not deem the lading to be contaminated or adulterated.

All the specific requirements set forth in Section 1 c of this Item must be met to address lading contamination or adulteration claims due to a missing or broken seal.

1. The physical seal must be composed of braided steel strands (high tensile strength (non-preformed) steel cable totaling a minimum of one-eighth (1/8") inch (minimum ASTM Grade D standard) in diameter or equivalent bolt seal. (See Item 9: Shipper Loading and Unloading Equipment.)
2. Documentation must be provided that demonstrates the shipment was properly protected with security seals immediately after completion of loading, and when tendered to BNSF.

Documentation must demonstrate date and time of loading, seal number, seal location, and date and time of seal installation

by one or more of the following methods:

- Third (neutral) party inspection.
  - Manual log entry signed by the person applying the seal and verified by another person.
  - Video tape that includes the equipment initial and number.
3. BNSF must be notified of any seal exception prior to removal of the equipment from a BNSF facility and given reasonable time to inspect the equipment while the shipment is still loaded. Such notice should be made to BNSF Load and Ride Solutions - Product Recovery Team (1-800-333-4686). However, failure of BNSF to inspect the equipment and lading will not be considered a waiver of any defenses BNSF may have to a claim or suit.

A seal exception includes, but is not limited to, a missing or broken seal, a seal with a different number from the one billed, or where there is an obvious instance of tampering with the seal. (See Item 24: Equipment Inspections.)

4. BNSF must be notified of actual loss or damage when the shipment is delivered to the final destination and allowed reasonable time to inspect the vehicle and lading prior to unloading.
5. BNSF must be allowed to mitigate the loss or be provided an equivalent allowance of the lading's highest value in a secondary market.

If there is lading contamination, adulteration, or shortage due to a seal exception, and Shipper has followed provisions defined in this Item, and other Items within this *BNSF Intermodal Rules and Policies Guide*, the lading may be rejected by the Shipper and provided to BNSF for disposal in a manner deemed appropriate by BNSF. The salvage value obtained by BNSF will be deducted from the lading claim. If BNSF is not allowed to take possession and dispose of the lading

in mitigation of the loss, BNSF's liability will be limited to the original value of the shipment less (deducted from) the highest value that the lading has in the secondary market as determined by BNSF.

In the event of non-compliance with the five (5) requirements in the Lading Claims Requirements Section 1 c of this Item, BNSF will not accept financial liability for any lading contamination or adulteration due to a seal exception.

If all seals, regardless of type or kind of seal, applied at time of loading and intact when tendered to BNSF, are still intact at final destination, and loss, damage or shortage is identified at destination, the damage will be considered due to equipment related issues or causes other than vandalism or theft. Claims will be handled under standard loss and damage claims procedures, and will not be subject to the seal requirements defined in the Lading Claims Requirements Section 1 c of this Item.

- d. Records supporting and detailing the nature of the damage or loss. Complete temperature recording documentation is required for temperature-controlled equipment claims.
- e. Examples of documents giving evidence of damage include delivery receipt, inspection report, photographs, temperature documentation for temperature-controlled shipments, and receiver's receiving record. Photographs must always be provided.

## 2. Filing Claims Time Limit

Regardless of the loss or damage cause, the Shipper must file claims for lading loss or damage in writing. Claims must be received by BNSF within nine (9) months after the delivery date, or in the event of non-delivery, claims must be received by the BNSF Claims department within nine (9) months of what would have been the scheduled delivery date.

## 3. Claims Address

Send claims to:

Director Freight Claims  
 BNSF Railway  
 P.O. Box 1738  
 Topeka, Kansas 66601-1738  
 Phone: 1-800-333-4686  
 Fax: 1-785-435-4120

## 4. Lawsuit Filing Time Limit

Filing a claim as defined in this Item is a prerequisite before the Shipper can bring a suit for loss or damage against BNSF. Provided the Shipper files a timely valid claim with BNSF concerning the alleged lading loss or damage, the Shipper must file all loss or damage suits against BNSF within nine (9) months from the date BNSF declines the claim on which the suit is based, or nine (9) months from the receipt of the claim by BNSF, whichever is later. Only a claim filed with BNSF and by BNSF's Shipper can qualify as a valid claim for recovery of amounts sought in connection with loss or damage to the lading to which the claim pertains. In order for a claim from the Shipper to be recognized as a valid claim, the claim must meet all the requirements set forth in the *BNSF Intermodal Rules and Policies Guide*.

## 5. Lawsuit Filing Location

All loss or damage suits filed against BNSF shall be filed in a United States Federal District Court in the location of the shipment's origination or termination on BNSF. If the United States Federal District court does not have jurisdiction, the suit shall be filed in the appropriate U.S. State Court where the shipment originated or terminated on BNSF.

(See Item 9: Shipper Loading and Unloading Equipment, Item 24: Equipment Inspections, Item 25: Shipper General Liability, Item 26: BNSF General Liability, Item 27: General Lading and Equipment Liability, and Item 29: Equipment Liability and Claims.)

## ITEM 29: EQUIPMENT LIABILITY AND CLAIMS

### EQUIPMENT LOSS AND DAMAGE LIABILITY

BNSF will only be responsible for equipment structural damage when BNSF or its agents are negligent; provided however that the language of this Item shall not create liability for BNSF when a separate provision in this Item or any other Item states the Shipper indemnifies BNSF regardless of BNSF's negligence. (See Item 25: Shipper General Liability and Item 26: BNSF General Liability.) BNSF can, without the owner's consent, repair any damage that BNSF is responsible for, or return the equipment to the owner at the origin or the nearest interchange point for the owner to repair.

Notwithstanding the foregoing, BNSF is not responsible for:

1. Equipment (such as trailers, containers, or chassis) damage when the equipment does not comply with AAR M-930, M-931, M-943, or RP-931 specifications. (Damage is determined by the rules stated in Section F of the AAR Intermodal Interchange Rules.)
2. Damage to equipment not equipped with appropriate lift pads.
3. Any lading or equipment damage resulting from the equipment exceeding the height, length, width or other specifications as defined in Item 10: Equipment Specifications and the Equipment Chapter.
4. Normal wear and tear to the equipment or cosmetic damage not affecting the equipment's structural integrity.

In addition, BNSF will not be liable for normal handling damage to new equipment that occurs from the loading or unloading (lifting) of equipment on or off railcars at BNSF facilities. BNSF will not be liable for damage to newly manufactured equipment not meeting AAR standards.

If the Shipper desires protection from loss or damage based on 49 USC 11706, a special price authority must be obtained, which states the 49 USC application and the Shipper must pay the additional charge. (See Item 30: 49 USC 11706 Liability Terms.)

5. Equipment inspections to find failures or defects.
6. Damages arising from loss, damage or consequential loss of the equipment, or use sustained by the Shipper. BNSF's acceptance of the equipment does not waive the Shipper's liability for complying with Item 10: Equipment Specifications.
7. Any fines, costs or expenses, including, but not limited to, inspections, clean up, transloading, leaking, surveys, towing, non-damage repair costs, or other associated charges in the determination or movement of equipment for repair. (See Item 23: Shipment Adjustments.)
8. Equipment deemed to be lost that was not registered in BNSF's equipment register or AAR UMLER.
9. Any cost or expense for equipment that is damaged, lost, stolen, or destroyed while in the possession of the Shipper or Shipper's agent.

(See Item 25: BNSF General Liability, and Item 27: General Lading and Equipment Liability.)

### EQUIPMENT CLAIMS REQUIREMENTS

Equipment liability and claims procedures are defined for all equipment. (Lading claims are independent of equipment claims. See Item 28: Lading Liability and Claims.)

#### 1. Shipper Liability for Private Equipment

The Shipper will be liable to BNSF for damages, personal injury, or death resulting directly or indirectly from failure to comply with Item 10: Equipment Specifications, or defects in private equipment. The Shipper will indemnify BNSF from all loss, damage, and costs and expenses of defending claims for loss or damages against BNSF that relate to private equipment. (See Item 25: Shipper General Liability.)

If a Shipper files a private equipment claim for damage and BNSF pays the claim (all or a portion of the claim), such payment

will not constitute acceptance of responsibility for lading loss and damage.

(See Item 24: Equipment Inspections.)

## 2. Claims Requirements

All equipment claims require:

1. Equipment initial and number, date of damage, and photos of damage.
2. Copies of the BNSF out-gate (destination) and previous (origin) in-gate inspection (J-1) forms or records.
3. A copy of the actual repair (itemized) invoice showing labor and material charges.
4. The equipment manufactured date, when repairs exceed \$500.
5. The depreciated value statement when repairs exceed \$1,000.

## 3. Filing Claims Time Limit

All claims must be filed in writing within ninety (90) days after the equipment arrives at destination (out-gate date). If BNSF is proven responsible for the damage, BNSF will repair or bear the cost of repair based on provisions of AAR Intermodal Interchange Rules.

## 4. Claims Address

Send claims to:

BNSF Intermodal Equipment  
Maintenance  
5237 N. Riverside Drive, Suite 201  
Ft. Worth, TX 76137  
Phone: 1-800-446-6554, option 2  
Fax: 1-800-259-4253

## 5. Private Equipment Depreciated Value

When BNSF is found to be liable for loss, theft, or destruction of private equipment, BNSF will pay the depreciated equipment value at the time of occurrence. If the destroyed equipment is returned to the owner, salvage value of \$100 will be deducted from the equipment's depreciated value.

The original equipment cost, the month and year the equipment was manufactured, and a copy of the equipment purchase

invoice should be included 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 to 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 and expenses to forward the salvage.

The following outlines the salvage value per equipment that will be deducted from any depreciated value calculated if the Shipper requests the equipment's return. The term equipment includes special equipment and accessories (except temperature-controlled devices).

For salvage value calculations, the container and a chassis are considered separately.

The salvage value is \$100 per piece of equipment.

## 6. Depreciated Value Calculation

In the event, BNSF is determined to be liable for loss, theft, or destruction of private equipment, the tables in Appendix C: Equipment Depreciation will be used to calculate the depreciated value of equipment.

Container and trailers are assumed to have a useful life of fifteen (15) years and a residual value equal to 10% of the original purchase price.

Temperature-controlled equipment devices will be depreciated at 10% per year from the original build date to the loss date with a residual value equal to 10% of the original purchase price.

Chassis are assumed to have a useful life of twenty (20) years and a residual value equal to 10% of the original purchase price.

## 7. Depreciated Value

The depreciated value is the original purchase price multiplied by the depreciation factor (Appendix C: Equipment Depreciation) for the number or months from the build date to the loss date. If the original purchase price is not available, the last available purchase price is to be multiplied by the factor for the

number of months from the build date to the loss date.

## 8. Depreciated Value Example

To calculate the depreciated value, see the following example for a trailer that has been in service for nine (9) years as of the loss date with the original purchase price of \$22,000.

### Trailer Example

|   |          |
|---|----------|
| Original purchase price   | \$22,000 |
| Multiplied by factor for 108 months<br>from the build date to loss date x .4000 |          |
| Depreciated value amount  | \$8,800  |

## ITEM 30: 49 USC 11706 LIABILITY TERMS

When applicable, 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 forty-eight (48) hours before the shipment is tendered to BNSF that the Shipper chooses 49 USC 11706 liability protection.
2. The Shipper has obtained a BNSF special price authority providing for 49 USC 11706 liability protection. Rates will be no less than 200% of the otherwise applicable price authority. The price authority must reference 49 USC 11706 liability terms.
3. The shipping instructions must state that the shipment is moving under the 49 USC 11706 liability terms and is subject to the special price authority.
4. 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 NOT BE SHIPPING PURSUANT TO 49 USC 11706 AND WILL BE SUBJECT TO THE BNSF LIMITED LIABILITY TERMS, INCLUDING, BUT NOT LIMITED TO, ITEM 25: SHIPPER GENERAL LIABILITY, ITEM 26: BNSF

GENERAL LIABILITY, ITEM 27: GENERAL LADING AND EQUIPMENT LIABILITY, ITEM 28: LADING LIABILITY AND CLAIMS, AND ITEM 29: EQUIPMENT LIABILITY AND CLAIMS.

When BNSF's Shipper is not the initial shipper in the chain of transportation and/or does not have a beneficial ownership interest in the lading, BNSF's Shipper, by shipping under this *BNSF Intermodal Rules and Policies Guide*, represents and warrants that it has advised the initial shipper and/or beneficial owner of BNSF's lading liability limitations, which will apply to the shipment and alternatively to the initial shipper's and/or beneficial owner's opportunity to request and obtain 49 USC 11706 coverage. If the shipment on BNSF is transported under the limited liability terms of Item 28: Lading Liability and Claims and BNSF's Shipper has failed to advise the initial shipper and/or beneficial owner of such limited liability terms and these terms are found by a court of law to be unavailable to BNSF, then BNSF's Shipper agrees to defend, indemnify and hold harmless BNSF for any lading damages awarded greater than the otherwise-applicable limited liability terms.

(See Item 25: Shipper General Liability, Item 26: BNSF General Liability, and Item 27: General Lading and Equipment Liability.)

## ITEM 31: REJECTION RIGHTS

BNSF reserves the right to reject:

- Any equipment or shipment not complying with the *BNSF Intermodal Rules and Policies Guide*, applicable industry publications, or Department of Transportation requirements.
- Any equipment of shipment that BNSF deems unsafe, illegal or prohibited.
- Any equipment or shipment that does not meet federal, state or local laws and regulations (including, but not limited to, equipment gross axle weight, equipment size, blocking, bracing, placing, shipping instructions, loading, or lading).

However, BNSF is not under any obligation to take action, and failure of BNSF to reject the equipment or shipment for non-compliance does not constitute a waiver of the *BNSF Intermodal Rules and Policies Guide* requirements or any other applicable requirements and will not make BNSF responsible for loss, damage, or injury

resulting from non-compliance. The Shipper and receiver remain jointly and severally liable for all expenses, costs, fines, charges, and damages (including, but not limited to, property and equipment) that result from the Shipper's failure to tender the shipment or equipment properly in accordance with applicable rules, laws, and regulations or Shipper's act of tendering unsafe, illegal or prohibited equipment or shipments.

(See Item 23: Shipment Adjustments, 25: Shipper General Liability, and Item 34: Prohibited Shipments.)

## ITEM 32: GOVERNING LAW, ARBITRATION, AND STRIKE PROVISIONS

### GOVERNING LAW

The offer, applicable price authority, and the transportation contract are interpreted according to Texas State laws.

### ARBITRATION

Any dispute that arises regarding or relating to the terms, interpretation, application, or enforcement of the transportation contract, price authority, shipping instructions or the *BNSF Intermodal Rules and Policies Guide* shall be resolved by binding arbitration. Either party may provide written notification to the appropriate parties indicating the existence of a dispute that should proceed to arbitration. Written notice should include, but is not limited to, the issue(s) to be arbitrated and the issues, claims, or relief sought.

If the dispute cannot be resolved within thirty (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 (AAA). The decisions of the arbitrator (or panel) are final and binding for all parties involved in the dispute. The decision and award of the arbitrator will be rendered within thirty (30) days after the close of the arbitration proceeding.

Regardless of the above mentioned, arbitration is not available for the following types of claims:

- Determining the validity or propriety of rate levels in any price authority.
- Involving claims for lading (freight claims) due to loss, damage, or delay.

The arbitrator cannot modify or void any provisions of the transportation contract, or award punitive or exemplary damages.

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.

Judgment may be entered on the findings and/or awarded to the arbitrators in any court in the State of Texas. Each party expressly consents to this type of judgment.

### STRIKE PROVISIONS

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

## ITEM 33: APPLICABLE INDUSTRY PUBLICATIONS

Applicable industry publications (or successors) also govern transportation services subject to the *BNSF Intermodal Rules and Policies Guide* and are listed in Appendix D: Industry Publications. The applicable versions are the publications in effect at the time of shipment.

# PROHIBITED, RESTRICTED, AND HAZARDOUS

## PROHIBITED, RESTRICTED, AND HAZARDOUS



Failure to adhere to all prohibited or embargoed provisions places all aspects of liability with the Shipper. The Shipper is liable for any incident and all associated costs and expenses resulting from tendering prohibited or embargoed shipments, including, but not limited to, distressed shipments, derailments, loss of life, injury, destruction and contamination of property, equipment, lading, and structures, remediation, restoration, and train and terminal operations.

THE SHIPPER HOLDS BNSF HARMLESS FOR ANY OR ALL ACTS OF NEGLIGENCE IF THE PROVISIONS ARE NOT FOLLOWED.

(See the Liability Chapter and Item 37: Storage.)

### ITEM 34: PROHIBITED SHIPMENTS

#### PROHIBITED SHIPMENTS

The prohibited shipments described in Appendix E are not accepted by BNSF for Intermodal transportation. Under no circumstances will the Shipper tender or BNSF knowingly accept the following prohibited shipments under the prohibited provisions described in Appendix E or throughout this *R&PG*.

#### EMBARGOED SHIPMENTS

An embargo is a temporary measure to control shipments that threaten operations and warrants restrictions of such movements. The embargo is an order that prohibits further movement of, including, but not limited to, specific Shippers, commodities, or equipment.

Once Shippers are notified of an embargo, any shipment in question cannot be tendered to BNSF and is prohibited on BNSF until the embargo is lifted. The Shipper must immediately advise BNSF of the beneficial owner, actual shipper, and receiver information on an embargoed shipment and any shipment in BNSF's custody or control covered by the embargo.

#### PROHIBITED AND EMBARGOED CHARGES AND LIABILITY

Violation of any provision covered in this Item or Appendix E will result in a \$10,000 charge per shipment, in addition to the freight charges and other applicable charges payable by the Shipper.

### ITEM 35: RESTRICTED SHIPMENTS

#### RESTRICTED CHARGES AND LIABILITY

The restricted shipments can only be tendered to BNSF when all of the provisions outlined in this Item and Appendix E are followed.

Violation of any provision covered in this and Appendix E will result in a \$5,000 charge per shipment, in addition to the freight charges and other applicable charges payable by the Shipper. Failure to adhere to all restricted shipments provisions places all aspects of liability with the Shipper. The Shipper is liable for any incident and all associated costs and expenses resulting from tendering restricted shipments, including, but not limited to, distressed shipments, derailments, loss of life, injury, destruction and contamination of property, equipment, lading, and structures, remediation, restoration, and train and terminal operations.

THE SHIPPER HOLDS BNSF HARMLESS FOR ANY OR ALL ACTS OF NEGLIGENCE IF THE PROVISIONS ARE NOT FOLLOWED. (See the Liability Chapter.)

#### RESTRICTED SHIPMENTS REQUIREMENTS

Restricted shipments cannot be tendered unless the following provisions are met:

1. A special price authority for the restricted shipments must be established and provided to BNSF on the shipping instructions. (See Item 3: Price Authorities Application and Appendix H.)

## PROHIBITED, RESTRICTED, AND HAZARDOUS

2. The provisions or restrictions stated for the restricted shipments in this Item and Appendix E must be followed.
3. Loading patterns and procedures recommended by BNSF's Load and Ride Solutions (LARS) must be utilized. Regardless of commodity or equipment, the lading weight must be distributed evenly over the entire floor surface with no more than 25,000 pounds in any ten (10) linear feet or 2,500 pounds per linear foot on the equipment floor. View the BNSF Intermodal Loading Guide at <http://www.bnsf.com/customers/support-services/loading-and-shipment-safety/> or contact LARS (see Appendix I: Contacts and Phone Numbers). (See Item 9: Shipper Loading and Unloading Equipment.)
4. All shipping instructions must be complete, proper and declare the actual restricted commodity description (proper shipping name) and accurate applicable STCC, in addition to other shipping instructions requirements. Any type of FAK commodity description or FAK STCC is not allowed for restricted commodities. (See Item 7: Shipping Instructions.)  
Incomplete or improperly described shipping instructions or information for restricted shipments will incur the charge(s) as stated in the preceding Restricted Charges and Liability Section of this Item.

### ITEM 36: HAZARDOUS SHIPMENTS

The Shipper of hazardous commodities, materials, or substances must meet all the requirements within this Item.

#### 1. Shipper's Sole Responsibility

The Shipper must comply with:

- Applicable U.S. Department of Transportation (DOT) Hazardous Material Regulations in Title 49 CFR, International Maritime Dangerous Goods (IMDG) Code, and Canadian Transportation of Dangerous Goods (TDG) Regulations.

- Applicable Environmental Protection Agency (EPA) regulations in Title 40 CFR.
- All federal, state, and local laws governing hazardous commodities (such as materials, or substances) and associated topics, including, but not limited to, selecting equipment, placarding, labeling, marking, blocking, bracing, loading, unloading, storing, and handling.
- Items in this *BNSF Intermodal Rules and Policies Guide*.

BNSF has legal recourse against any party, including the Shipper, for failure to comply with regulations and laws. The Shipper is solely responsible for, and guarantees payment for, all expenses, fines, and costs relating to non-compliance. (See Item 23: Shipment Adjustments, Item 24: Equipment Inspections, and the Liability Chapter.)

Prohibited and restricted hazardous commodities are stated in Appendix E.

#### 2. Complete Shipping Instructions

Shipping instructions (including accurate descriptions of the chemical and physical commodity characteristics, and other documentation) must arrive prior to tendering the shipment at a BNSF facility.

Shipper must submit the shipping instructions at least two (2) hours before tendering a hazardous shipment. The shipment must obtain approval from a BNSF Representative in advance of delivering the equipment to BNSF.

All shipping instructions must be complete (as described in Item 7: Shipping Instructions) including all the hazardous information, the actual hazardous commodity description (proper shipping name) and accurate applicable STCC as defined in this Item. The shipping instructions for a hazardous shipment cannot state an FAK description, FAK STCC, or other incomplete hazardous information, and after the shipment is tendered to BNSF change the actual hazardous description, actual hazardous STCC, or other hazardous declaration after the shipment is tendered to BNSF.

# PROHIBITED, RESTRICTED, AND HAZARDOUS

Any type of FAK commodity description or FAK STCC is prohibited for hazardous commodities.

Additional hazardous shipping instructions requirements are in Section 4 of this Item for portable tank containers, and Section 7 of this Item for fumigated shipments.

For a hazardous shipment, additional information is required on the shipping instructions in the format required by hazardous materials regulations in 49 CFR, IMDG, and TDG:

- Proper shipping name
- Hazard class/subsidiary hazard class
- UN/NA identification number (when required)
- Packing group (when required)
- Total quantity as described in the above mentioned regulations
- 24-hour emergency response telephone number (when required)
- Additional shipping paper requirements set forth by the regulations
- Additional international requirements found in 49 CFR Subchapter C, Part 171, Subpart C.

(For complete Shipping Instructions information, see Item 7: Shipping Instructions, Item 35: Restricted Shipments.)

### 3. Hazardous Placards

Side mounted hazardous placards must be located in the area that is:

- At least one (1') foot from the top of the equipment.
- Five (5') feet from the equipment's bottom.
- At least five (5') feet from the equipment's end to ensure visibility.

End placards must be located with the same top and bottom placement restrictions.

Once a hazardous shipment is unloaded and no longer contains hazardous commodities, all hazardous markings, labels or placards must be completely removed. (See Section 4 of this Item and Item 17: Portable Tank Containers.)

### 4. Portable Tank Containers

Hazardous commodities shipped in portable tank containers must be in approved tank containers (authorized for that commodity as stipulated in 49 CFR 172.101 and the referenced provisions of 49 CFR Part 173).

Portable tank containers also must comply with the Canadian Transportation of Dangerous Goods regulations when any part of the move takes place in Canada. (See Item 10: Equipment Specifications.)

The commodity description (proper shipping name) must be printed legibly in a waterproof medium on both sides of the tank container. Letters of the description must be at least two (2") inches high. The placement of the name must conform to the same specifications for placarding stated in Section 3 of this Item.

BNSF will not provide cross-town transfers, interchange, or drayage of portable tank container shipments.

Prohibited hazardous tank container commodities are stated in the Appendix E.

An empty portable tank container that previously contained hazardous materials or has hazardous residue must have all hazardous information stated on the shipping instructions and include the hazardous paperwork. (See Section 2 of this Item.) In addition, an empty portable tank container that previously contained hazardous commodities or has hazardous residue must be placarded and marked as required for a loaded shipment.

(See Item 17: Portable Tank Containers, Item 34: Prohibited Shipments, and Appendix E.)

### 5. Bulk Bladder Shipments

BNSF will not accept hazardous commodities in bulk bladder shipments. Under no circumstances will the Shipper tender or BNSF knowingly accept any hazardous commodities, materials, substance or environmentally harmful commodities in bulk bladders.

(See Item 34: Prohibited Shipments and Appendix E.)

# PROHIBITED, RESTRICTED, AND HAZARDOUS

## 6. Hazardous Waste Shipments

BNSF will not accept hazardous waste shipments from an on-dock facility or tendered to a BNSF Intermodal facility (in-gate or rail interchange). (See Item 34: Prohibited Shipments and Appendix E.) Under no circumstances will the Shipper tender or BNSF knowingly accept any hazardous waste commodities, materials, substance or environmentally harmful commodities.

## 7. Fumigated Shipment

Transport documents and shipping instructions for fumigated shipments that originate outside the U.S. must include the proper STCC, name of the fumigant, UN 3359 Identification number, amount of fumigant, date of fumigation, and any disposal information.

Fumigant markings on the outside of the doors must include the fumigant name and the date and time the shipment was fumigated. These markings must be prominently displayed to be seen by any person attempting to enter the interior of equipment.

The fumigant warning sign must be displayed as a rectangular warning sign that is not less than 300 mm wide and 250 mm high with black print on a white background and letters not less than 25 mm high.

## 8. Shipper Cleaning Requirements

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.

The Shipper is responsible for inspecting, decontaminating, and cleaning:

- Any adjacent or vicinity property.
- All environmental damage when a release (including spill or leak) occurs.
- All areas that were contaminated by the release including the origin loading point, the destination unloading point, any location en route, or any place where loading and/or unloading occurred.

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).

(See Item 23: Shipment Adjustments, and other Items in the Equipment and Liability Chapters.)

## 9. Disposal and/or Disposal Facilities

It is the Shipper's responsibility to select a disposal facility, receive the shipment, and warrant that the facility maintains all applicable federal, state, or local permits and licenses, which are required to operate the disposal facility.

## 10. Insurance Liability

The Shipper agrees to keep current general liability (including contractual liability) insurance for at least the amount required by 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. (See Item 12: Private Equipment Insurance.)

## 11. Shipper Indemnity

a. In addition, to other obligations contained in the *BNSF Intermodal Rules and Policies Guide*, 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, expenses, 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.
- Improperly loading or unloading equipment. (See Item 9: Shipper Loading and Unloading Equipment.)
- Sending or supplying improper shipping instructions or information. (See Item 7: Shipping Instructions.)
- Tendering unacceptable commodities or a leaking shipment.

## PROHIBITED, RESTRICTED, AND HAZARDOUS

- Resulting damage from any spill, response, mitigation, clean up, or disposal due to Shipper's non-compliance with outlined obligations. (See Item 23: Shipment Adjustments.)
- Resulting damage from utilizing private defective equipment. The *BNSF Intermodal Rules and Policies Guide* does not commit BNSF to accept private equipment.
- Shipping chemicals or contaminants (including traces of) in a commodity that is not described in the hazardous commodity's proper shipping name.
- Resulting expenses from compliance with 49 CFR 174.16 (b) (Code of Federal Regulations pertaining to hazardous materials).

- b. The Shipper will assume all legal defenses against any third party claims for damage caused by failure to comply with these obligations as stated in Item 25: Shipper General Liability.
- c. BNSF's acceptance of a tendered shipment does not waive the Shipper's liability for complying with the Equipment specifications and standards contained in this *BNSF Intermodal Rules and Policies Guide*.
- d. THE INDEMNITY RESPONSIBILITIES DEFINED IN THIS ITEM WILL APPLY REGARDLESS OF ANY NEGLIGENT ACT OR OMISSION OF BNSF, IF BNSF CONTRIBUTES TO SUCH LOSS, DAMAGE, EXPENSES, OR COSTS. (See Item 25: Shipper General Liability and the Liability Chapter.)

obligations as defined in this *BNSF Intermodal Rules and Policies Guide*.

(See Item 23: Shipment Adjustments, Item 25: Shipper General Liability, Item 34: Prohibited Shipments, and Item 35: Restricted Shipments.)

### 12. Incident Notification

BNSF will immediately notify the Shipper in the event the equipment is involved in an incident or hazardous commodities are discharged while the equipment 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 Section shall alter the Shipper's or BNSF's responsibilities and

## STORAGE



## ITEM 37: STORAGE

## STORAGE APPLICATIONS

The rules and charges for storage of equipment at BNSF Intermodal facilities are outlined in this Item.

Storage free time and charges apply to the amount of time the equipment remains at a BNSF facility beyond notification.

Notification occurs when BNSF advises the notify party that the equipment is ready (available) for pick up, delivery, loading, or unloading, or the shipment is not in compliance with applicable rules or otherwise has a condition that needs to be addressed.

Storage charges begin accruing when free time expires. (See Section 5 of this Item.)

(Appendix F summarizes the storage charges.)

### 1. Storage Application

The *BNSF Intermodal Rules and Policies Guide* is the governing document for storage on all equipment, including, but not limited to, containers, trailers, chassis, flat racks, flat beds, portable tank containers, and other intermodal equipment.

### 2. Other Items

Other Items in this *BNSF Intermodal Rules and Policies Guide* or conditions when storage rules and charges apply to shipments, include, but are not limited to:

- Modified, improper, or incomplete shipping instructions (see Item 7: Shipping Instructions, and 5 k, l, m, n of this Item).
- Incorrectly placarded or not conforming to hazardous requirements (see Item 36: Hazardous Shipments and 5 h and k of this Item).
- Oversized or overweight shipments (see Item 21: Oversized Shipments, Item 13: Equipment Weight and 5 i of this Item).
- Refused to pick up the equipment (see Item 11: Driver Registration and 5 j of this Item).
- Inspected and found a non-compliant shipment (see Item 23: Shipment Adjustments, Item 24: Equipment Inspections, and 5 h, k and l of this Item).
- Accumulated or shortage of private chassis (see Item 14: Lift Provisions and Item 15: Furnishing Chassis and 5 o of this Item).
- Failed to obtain equipment for pre-mounted chassis (see Item 15: Furnishing Chassis and 5 b of this Item).
- Cancelled or inability to perform drayage (see Item 38: Drayage, Item 39: Drayage Services and Section 5 j of this Item).
- Exceeded allotted quantity at container yards (see 5 r and t of this Item).
- Detained delivery of railcars (see 5 s of this Item and Item 20: On-dock Facilities).
- Shifted and inappropriately blocked or braced loads, shipments set out of a train, or other issues (covered in Item 23: Shipment Adjustments, Appendix E, and Section 5 h of this Item).
- Limited liability (see Item 26: BNSF General Liability and 3 c of this Item).

### 3. Storage Free Time

#### a. Free time

Storage free time is the amount of time equipment can remain at a BNSF facility without incurring storage charges. Equipment delivered to a BNSF rail facility from an IMX location is covered by the same storage rules.

Unless otherwise stated, storage free time begins at 12:01 a.m. the day following notification.

(See Section 4 and 5a of this Item, and Appendix F for Storage Facilities.)

**b. Weekends and holidays**

All service levels provide weekend availability; therefore, weekends are included in the free time calculation. (See 4 g and Appendix F.)

For all service levels (see Item 8: Intermodal Service), holidays occurring within the free time are excluded from the free time calculation. A listing of applicable BNSF holidays is stated in the Holiday definition (see the Definitions).

(See Section 4 g and 5 a of this Item.)

**c. Storage free time exceptions**

- Applicable free time begins the day of notification when BNSF advises the notify party of conditions addressed in Section 2 of this Item, unless otherwise noted.
- No storage free time is provided for overweight equipment. (See Section 5 i of this Item.)
- Limited free time is provided for equipment tendered with a Quick Bill and the equipment arrives at destination without BNSF receiving complete shipping instructions. Free time will not be restarted when BNSF receives complete shipping instructions. (See Section 5 n of this Item.)
- Limited free time is provided when the drayman refuses to obtain the equipment or after the shipment is placed from a BNSF drayage failure or cancellation. (See Section 5 j of this Item.)
- Once free time expires, BNSF's liability will only be that of a warehouseman. (See Item 27: General Lading and Equipment Liability.)

**4. Storage Notification**

- a. Notification occurs when BNSF advises the notify party that the equipment is available or there is a condition with the

shipment requiring attention (see Section 2 of this Item). Notification will continue until the equipment is obtained or the condition is corrected.

At destination, notification is given to the notify party (as designated on the shipping instructions).

The notify party is the Shipper for conditions stated in Section 2 of this Item. (See Section 5 c and d of this Item.)

- b. For notification purposes, the notify party can access notification information electronically by BNSF's Web applications, other electronic methods, or by fax. If receiving notification by fax, the notify party is required to maintain fax communication capabilities twenty-four (24) hours per day, seven (7) days per week. BNSF's transportation system automatically sends the notifications. BNSF is not responsible if the notify party does not receive the notification.
- c. To change the notify party, see Item 7: Shipping Instructions.
- d. 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 must state the company name, complete address, phone and fax number, contact person, applicable equipment initial and number, load or empty, date notification was received, problem with the equipment, and action requested. Additional information on notification refusals is in Section 5 f of this Item.
- e. When notification is made before 5 p.m. (local time), the day of notification is that same day.
- f. If notification is made after 5 p.m. (local time), the day of notification is the following day.
- g. For notification occurring on a holiday or Sunday, the notification day is considered the next day. If a holiday or Sunday falls

during the free time, the holiday or Sunday is not included in the calculation of the free time. When a holiday falls on a Sunday, no additional free time is provided for the holiday. (See the Definitions for BNSF holidays and Section 3 b and 5 a of this Item.)

- h. Notification is considered the time the equipment is unloaded from the railcar, if complete shipping instructions have not been received for the equipment tendered with a Quick Bill. (See Section 5 n of this Item.)

## 5. Storage Charges

Storage charges are applicable on all shipments and equipment types.

- a. For all equipment, when applicable free time expires, the storage charge is \$150 per day (or fraction of a day) at Group 1 and 2 Facilities, and \$100 per day (or fraction of a day) at Group 3 Facilities. These charges apply on Saturdays, Sundays, and holidays. (See Section 3 b and 4 g of this Item.)

**Storage Summary**

| Facilities | Free Time = Notification Day + | Storage Charge |
|------------|--------------------------------|----------------|
| Group 1    | 24 Hours                       | \$150 a day    |
| Group 2    | 48 Hours                       | \$150 a day    |
| Group 3    | 48 Hours                       | \$100 a day    |

- b. Private bare chassis not removed within the twenty-four (24) hour period following notification will incur storage charges. In addition, if a pre-mount chassis is not obtained after the pre-mount request, storage charges will apply. (See Item 15: Furnishing Chassis.)
- c. At origin, the Shipper will be responsible for payment of all storage charges. (See Sections 4 a, 5 f, h, and i of this Item.)
- d. At destination, the notify party or guarantee party (see Section 5 e and f of this Item) will be responsible for payment of all storage charges. (See Section 4 a of this Item.)

- e. All storage charges must be paid on private equipment before the equipment leaves BNSF property. Storage charges must be paid (by either credit card or guarantee on secured <http://www.bnsf.com>) when the equipment departs (out-gates) the facility. Cash, cashiers or certified check are not accepted at the gate.

Use the BNSF Storage Web tool (a secured <http://www.bnsf.com> application) to obtain the storage charges due or call the Storage department at 1-888-428-2673, option 3.

Storage charges can be guaranteed, approved, or disputed on-line by using the BNSF Storage Web tool (a secured <http://www.bnsf.com> application).

If the guarantees are not honored, then a credit card, cashiers' or certified check will be required prior to the release of the equipment.

BNSF may hold the equipment until any question of outstanding charges is resolved and any charges paid.

- f. Notification refusals do not dismiss any storage charges that may have already accrued, and free time will not be restarted. (See Section 4 d and 5 j of this Item.)

If a notification refusal is received from the notify party and a notify party change is not received from the Shipper, the Shipper will be responsible for any applicable storage charges and the storage charges will continue to accrue. If a notification refusal is not received by the notify party, the notify party will be responsible for any applicable storage charges and the storage charges will continue to accrue. (See Item 7: Shipping Instructions for notify party changes.)

- g. Report any damaged equipment requiring repairs to the BNSF hub personnel and obtain a service request log number (indicating damage has been logged in the system). The description and nature of the damage, the location, the date, and

how the damaged occurred should be included when reporting damage. This will suspend storage charges for equipment until repairs are completed, except for damage (determined to have been) caused by the Shipper or Shipper's representative. Suspension of charges will not occur without a service request log number. Any storage charges and repairs for private equipment will be the Shipper's responsibility, except for damage determined to have been caused by BNSF. (See Item 24: Equipment Inspections and Item 29: Equipment Liability and Claims.)

- h. If equipment failures or commodity related problems (such as load shifts or leaking shipments) are found to be the Shipper's responsibility, the Shipper will be liable for any storage charges incurred while the shipment remains at the BNSF facility.

In addition, storage charges will be incurred if the equipment has to be set out of a train, for reasons including, but not limited to, equipment failures, commodity related problems or embargoes. (See Item 9: Shipper Loading and Unloading Equipment, Item 23: Shipment Adjustments, 25: Shipper General Liability, Prohibited, Restricted and Hazardous Chapter, and Section 2 of this Item.)

- i. Storage charges for an overweight or oversized shipment will begin after the Shipper is notified and while equipment is detained at the BNSF facility. No storage free time is provided for overweight equipment. (See Item 13: Equipment Weight, Item 21: Oversized Shipments, and 3 c of this Item.)
- j. Storage charges will begin the first 12:01 a.m. after notification if a drayman refuses to obtain the equipment, or after the shipment is placed from a BNSF drayage or delivery failure or cancellation. (See Section 5 of this Item, Item 9: Shipper Loading and Unloading Equipment, Item 11: Driver Registration,

Item 38: Drayage, Item 39: Drayage Services, and 3 c of this Item.)

- k. Storage charges will be assessed at origin and/or destination for equipment delayed while shipping instructions or other conditions (as stated in Section 2 of this Item) are waiting to be corrected. Free time starts when the Shipper is notified, unless otherwise specified. (See Items stated throughout this *BNSF Intermodal Rules and Policies Guide*.)
- l. Shipments delayed at the border including, but not limited to, shipping instructions, inspections, documentation, processing, or examination will incur storage charges. (See Item 7: Shipping Instructions and Item 14: Lift Provisions.)
- m. If shipping instructions are cancelled for removal of equipment prior to outbound rail transportation, storage charges will be assessed. (See Item 7: Shipping Instructions.)
- n. If equipment tendered with a Quick Bill number arrives at destination before BNSF receives the complete shipping instructions, the storage charges will commence the first 12:01 a.m. after the time the equipment is unloaded (regardless of free time or exceptions stated in this Item). Under this scenario, notification is considered the time equipment is unloaded from the 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. (See Item 7: Shipping Instructions for Quick Bill information and 3 c of this Item.)
- o. Storage will apply when there is a shortage of chassis, chassis that have accumulated must be moved, or private equipment must be grounded or is left on the railcars due to a shortage of private chassis. The Shipper will be notified and storage charges will begin the first 12:01 a.m. after notification and will continue to

- accrue until the equipment departs the BNSF facility. When the equipment is left on the railcars, these charges will continue to apply even if BNSF is unable to unload the equipment as soon as private chassis are supplied. (See Item 14: Lift Provisions, Item 15: Furnishing Chassis, Item 20: On-dock Facilities, and 5 s of this Item)
- p. After forty-five (45) days of storage, BNSF will consider the equipment and lading abandoned. The Shipper, beneficial owner of the lading, receiver, and the equipment owner will be notified that the equipment and/or lading will be sold at a public or private sale at BNSF's discretion. The proceeds of the sale will defray the sale costs and expenses, storage, detention, or other transportation charges assessed against the equipment and lading, and the balance of such charges will be sought against the Shipper or other responsible parties.
- q. After fifteen (15) days of storage, Customs will be notified of bonded shipments that have not cleared Customs. After twenty (20) days of storage, the shipment will be referred to a Customs General Order Warehouse. Any applicable BNSF storage charges will apply for the time the equipment remains at the BNSF facility.
- r. The storage free time calculation or charges are not affected if BNSF moves equipment from one facility, location or lot to another BNSF facility, or moves equipment to a facility, location or lot in the city or surrounding area (such as Alliance, Chicago, Los Angeles, Memphis, Portland, San Bernardino, Seattle, St. Louis, or Tacoma). (See Appendix F.)
- s. If BNSF is unable to deliver equipment loaded on railcars as a result of any condition attributable to the Shipper or on-dock operator, storage charges will begin the first 12:01 a.m. after notification and will continue to accrue until delivery at destination is accomplished. No storage free time will be provided while the equipment is awaiting delivery to the destination. (See Item 20: On-dock Facilities, Item 38: Drayage, and 5 o of this Item.)
- t. At some locations, Shippers may have container yards or lots at BNSF facilities. In the event the maximum number of containers exceeds the specified allotted amount, storage charges will apply.
- u. Storage charges are in addition to any detention charges and other applicable charges. (See Item 39: Drayage Services.)

## DRAYAGE



### ITEM 38: DRAYAGE

#### DRAYAGE

BNSF will perform drayage for equipment with service codes ending in a 0 and 2 (pick up) and 0 and 7 (delivery) only under the following provisions:

1. BNSF will perform pick up (service code ending in a 0 and 2) and delivery (service code ending in a 0 and 7) when the price authority indicates the appropriate service code.
2. Drayage is applicable for service code 80 and 82 when an immediate prior water movement has occurred or for service code 80 and 87 when an immediate subsequent water movement will occur.
3. When all required shipping instructions elements are provided to BNSF, including, but not limited to, the proper service code, and for international shipments the vessel, voyage, and booking number. (See Item 7: Shipping Instructions.)

(Item 8: Intermodal Service, Item 15: Furnishing Chassis, Item 39: Drayage Services, and Appendix E.)

#### DRAYAGE CANCELLATION OR INABILITY

When BNSF is responsible for obtaining or delivering a shipment (applicable service code ending in a 0, 2, or 7), BNSF will schedule an

appointment with the Shipper. If a drayage appointment is cancelled after the equipment has departed the facility, or if a delivery is attempted and failed through no fault of BNSF, including, but not limited to, pier delivery or pick up, a \$100 charge per drayage cancellation or delivery attempt will be assessed, plus any additional drayage charges incurred, storage charges, and other applicable charges will be assessed the Shipper. To cancel the drayage, call 1-800-446-6554, option 5.

If the equipment cannot be delivered or if delivery cannot be attempted as a result of any condition attributable to the Shipper, BNSF may place the shipment in a practical location or on a railcar.

Storage charges will commence applying the first 12:01 a.m. after the equipment is placed and continues until the equipment is delivered. (See Item 37: Storage.)

After the equipment has been held forty-five (45) days at the Shipper's expense, BNSF will dispose of the goods and equipment (at the Shipper's expense) or sell for salvage.

(Abandoned equipment is covered in Item 37: Storage.)

(See Item 6: Complete Offer and Acceptance, Item 8: Intermodal Service, Item 9: Shipper Loading and Unloading Equipment, Item 13: Equipment Weight, Item 15: Furnishing Chassis, Item 39: Drayage Services.)

#### IMPRACTICAL BNSF DRAYAGE SERVICES

BNSF will not obtain, deliver, or provide drayage services if in BNSF's sole discretion any impractical or unsafe conditions exist, including, but not limited, to the following provisions:

1. Roads, streets, driveways, highways, alleys, or other approaches are impassable or passage is rendered impractical.
2. Streets are not accessible by truck (as stated in local ordinance).
3. Facilities are inadequate to obtain, deliver, load, or unload the equipment.
4. Any riot, strike, picket, or disturbance accompanied by actual or threatened violence prevents the equipment to be obtained or delivered.

5. Equipment does not meet specifications defined the Equipment Chapter.
6. BNSF will not perform drayage, cross-town transfer, or interchange if the shipment contains coiled metal or scrap metal, or is a portable tank container. (See Item 17: Portable Tank Containers, Item 36: Hazardous Shipments, and Appendix E.)

(See Item 8: Intermodal Service, Item 9: Shipper Loading and Unloading Equipment, Item 39: Drayage Services, and Appendix E.)

## ITEM 39: DRAYAGE SERVICES (DETENTION AND DRIVER STANDBY)

### DETENTION (DROP AND PULL)

Detention rules and charges apply to the amount of time the equipment remains at the customer's facility for loading or unloading when BNSF is responsible for the drayage. This consists of a drayman leaving (dropping) the equipment at a customer's facility to be loaded or unloaded, with the intention of obtaining (pulling) the equipment at a later time. These activities are collectively referred to as a drop and pull.

Detention rules and charges in this Item apply to all equipment, unless otherwise stated.

The Shipper will be responsible for detention charges after free time has expired. These charges can be in addition to other applicable charges.

#### 1. Detention Application

The *BNSF Intermodal Rules and Policies Guide* is the governing document for detention on:

- All equipment
- Equipment covered by the UIIA Access Agreement and BNSF Addendum.

#### 2. Detention Notification

- a. When BNSF is responsible for the drop and pull, an appointment time will be arranged to obtain the equipment prior to the expiration of the detention free time.

- b. Notification is not required to inform the Shipper or applicable party(ies) of detention free time and charges.

#### 3. Detention Free Time

- a. When BNSF is responsible for the drop and pull, detention free time is the time allowed to drop and pull the equipment.
- b. For all equipment, detention free time begins the first 12:01 a.m. following the departure from a BNSF facility.

For equipment that departs BNSF as a load and returns to BNSF as a load, free time is five (5) days.

For equipment that departs BNSF as an empty and returns to BNSF as a load, free time is three (3) days.

For equipment that departs BNSF as a load and returns to BNSF empty, free time is three (3) days.

For equipment that departs BNSF as an empty and returns to BNSF as an empty, there are no free (0) days.

#### Detention Summary

| Departs BNSF | Returns BNSF | Free Days | Charge per Day |
|--------------|--------------|-----------|----------------|
| Load         | Load         | 5         | \$25           |
| Empty        | Load         | 3         | \$25           |
| Load         | Empty        | 3         | \$25           |
| Empty        | Empty        | 0         | \$25           |

(See Appendix G: Equipment Detention.)

#### 4. Detention Charges

- a. Once detention free time expires, the charge is \$25 per piece of equipment per day (or fraction thereof). Any additional drayage charges incurred will be in addition to the detention charges, and other applicable charges. (See Appendix G.)
- b. Detention charges incurred for equipment detained off BNSF property will be assessed to the Shipper or appropriate party(ies).
- c. After equipment detention free time has expired, all days become chargeable, including Saturdays, Sundays, and holidays.

- d. On overweight or non-conforming shipments, detention charges will also be the Shipper's responsibility from the time the original equipment is placed at the facility of the party modifying (unloading) the load, until the shipment is re-tendered to BNSF. (See Item 13: Equipment Weight, Item 23: Shipment Adjustments, Item 24: Equipment Inspections, and Item 36: Hazardous Shipments.)
  - e. If the equipment is unloaded and improperly cleaned, BNSF reserves the right to reject the equipment and assess detention charges until the equipment is returned clean. (See Item 9: Shipper Loading and Unloading Equipment.)
  - f. These charges can be in addition to any applicable storage or driver standby (loading or unloading) charges. (See Item 37: Storage and the Driver Standby Section of this Item.)
  - g. Detention charges are applicable at origin and/or destination for shipments that are delayed until shipping instructions are completed, corrected, or changed. (See Item 7: Shipping Instructions.)
- For loading and/or unloading the equipment, 60 minutes (one hour) of driver standby free time is allowed.
- 2. Driver Standby Charges**  
Once driver standby free time expires, the charges are \$25 for each fifteen (15) minutes (or fraction thereof).

(See the Drayage Chapter and Item 8: Intermodal Service.)

(See the Drayage and Storage Chapters.)

## DRIVER STANDBY

Loading/unloading rules and charges refer to the time allowed for a driver to wait (stand by) during the loading, unloading, or delivering of the equipment when BNSF is responsible for the drayage. These charges can be in addition to applicable storage, detention or other applicable charges.

### 1. Driver Standby Free Time

Driver standby refers to the drayman waiting at a port terminal facility, at a Shipper's facility while the Shipper loads the equipment, or at a receiver's facility while the receiver unloads the equipment.

The time calculation begins upon actual arrival at the facility and ends at actual departure from the facility.

## DEFINITIONS



**AAR - Association of American Railroads.**

**Abandoned** - Equipment is considered abandoned after forty-five (45) days of storage. BNSF will dispose of the equipment and lading (at the Shipper's expense) or sell for salvage. Outstanding charges are responsibility of the Shipper. (See the Drayage and Storage Items.)

**Accessorial Charges** - Charges other than freight charges, for services including, but are not limited to, load, unload, storage, chassis use, pick up, detention, repackaging, overload, inspection, driver standby, and lift. In addition, other charges are referenced throughout this *BNSF Intermodal Rules and Policies Guide*, some of which are stated in the Appendixes. (See the Accessorial Services Item.)

**ACTA** - Alameda Corridor Transportation Authority. These charges are for shipments that traverse this corridor. (See the Surcharges and Special Assessments Item or <http://www.bnsf.com> for more information.)

**Actual Receiver** - Person, party, or legal entity that receives freight at the final destination, generally the party accepting or using the freight.

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

**APHIS** - U.S. Department of Agricultural Animal and Plant Health Inspection Service. These

charges are for inspections on shipments entering the U.S. from Canada or Mexico. (See the Surcharges and Special Assessments Item.)

**Automated Clearing House (ACH)** - Type of method to send electronic payments to BNSF. EFT is the standard method to send payments to BNSF. (See the Credit and Collections Item.)

**Availability** - Indicates the shipment is available to be picked up (obtained). Service schedules state when a shipment must be tendered to BNSF at the origin (cutoff day and time) in order to receive the associated destination (availability day and time). Notification occurs at the time of availability and continues until the shipment is picked up. (See the Storage Item.)

**BNSF** - BNSF Railway.

**BNSF UIIA Access Agreement** - Uniform Intermodal Interchange Agreement. This is BNSF's contract addendum to the Intermodal Association of North America's Uniform Intermodal Interchange and Facilities Access Agreement. This is a contract, between BNSF and a drayman, which allows the removal of rail-controlled equipment from a BNSF facility for delivering or picking up a shipment. This agreement is also considered the BNSF Equipment Interchange Contract. (See the Driver Registration Item.)

**Beneficial Owner** - This is the person, party, or legal entity that owns or has title to the freight during transportation.

**Bill of Lading** - This is shipping instructions (or document), which is sent by the Shipper and initiates the movement of the equipment. (See the Shipping Instructions Item.)

**BOE** - Bureau of Explosives.

**Bond** - BNSF does not offer a railroad bond for Intermodal shipments. (See the Shipping Instructions Item and Appendix E.)

**Bulk Bladder** - A bladder-like or seal-able liner used to transport the commodity (usually liquid) within the equipment. Bulk bladder is also referred to as flexi-tank shipments due to the

commodity being enclosed in a temporary tank-like casing. Bulk-bladders are prohibited with hazardous commodities in BNSF Intermodal Service. (See the Restricted, Prohibited and Bulk Bladder Items.)

**Bundled Equipment** - Two or more pieces of equipment stacked on top of each other for movement as a single shipment. (See the Bundled Equipment Item.)

**Busted Order** - Failure to obtain (pick up) equipment that was ordered. This is also considered an Outstanding Order.

**Carriage of Goods at Sea Act** - Identifies international packaging and liability limitations. (See limited liability of Intermodal ocean bill of lading in the Shipper General Liability Item.)

**Cash Basis** - 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. Shipments tendered by Shippers on a cash basis will be held by BNSF until payment is received. Cash is not accepted at the gate (of an Intermodal facility).

**Certificates of Insurance** - See the Insurance definition.

**CFR** - Code of Federal Regulations.

**Chapter** - Related topics or Items are divided into Chapters within this *BNSF Intermodal Rules and Policies Guide*. See the Table of Contents or the top (header area) of each page for the Chapter title.

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

**Charges** - Are referenced throughout this *BNSF Intermodal Rules and Policies Guide*, including, but not limited to, freight charges, accessorial service charges, surcharges, and other applicable charges. Some charges are stated in the Appendix. Charges are considered payments due to BNSF and are billed on miscellaneous bills, freight bills, or invoices.

**COBRA** - Customs and Border Protection Service operates under the U.S. Department of Homeland Security's authority of the Consolidated Omnibus Reconciliation Act. COBRA charges customs fees for shipments entering the U.S. from Canada or Mexico. (See the Surcharges and Special Assessments Item.)

**Coiled Metal Certification** - Certification is required for each coiled metal shipment tendered to BNSF and indicates use of proper loading procedures. (See the Restricted Shipments Item.)

**COFC** - Container on flatcar. This indicates the type of movement for a container without a chassis.

**Collect** - This indicates that the freight payments are made to the destination rail carrier for an interline movement. This type of billing is stated on the price authority and must be indicated on the shipping instructions. Billing types are either collect or prepaid.

**Commodity** - Contents in the equipment (loaded or empty) described on the shipping instructions and price authority. The actual commodity and STCC must be stated on the shipping instructions. The commodity corresponds to an associated STCC. Commodity is also referred to as shipment, freight, gross cargo, contents, cargo, lading, article, material, substance, or waste. Blocking and bracing is included in the commodity or lading weight. (See the Shipping Instructions, Equipment, and Prohibited, Restricted and Hazardous Chapters, and the Intermodal Safe Container Act definition.)

**Complete Offer** - Shipper accepts the *BNSF Intermodal Rules and Policies Guide* and the price authority in effect at the time the shipping instructions are given to BNSF. (See the Complete Offer and Acceptance Item.)

**Container** - Freight equipment without a chassis, constructed to allow for the attachment of a removable chassis for further transportation.

**Container Yards** - Customer specific facilities or lots located on or near BNSF Intermodal facilities.

These are maintained under Container Yard Agreements.

**Contract Holder** - Shipper who signed a BNSF Intermodal Transportation Contract (multi-party agreement) and typically has a special or multi-party price authority.

**Cross-town** - Drayage from one railroad Intermodal facility to another railroad Intermodal facility within the same city or town, thus draying (trucking) across town. The price authority will indicate if cross-town drayage is applicable. BNSF is not responsible for cross-town (chassis or drayage) on a Rule 11 shipment or portable tank containers. (See the Price Authorities Application, Portable Tank Containers, Equipment Weight, and the Furnishing Chassis Items.)

**Customer Support** - A BNSF Intermodal customer relations group that handles service related problems.

**Customs** - Regulatory agencies monitoring and inspecting import and export shipments, or those crossing the United States and Canada or Mexico borders. Some references to Customs are in the Items of Storage, Lift Provisions, and Drayage.

**Customs Trade Partnership Against Terrorism (C-TPAT)** - A joint government and business initiative to build cooperative relationships that strengthen overall supply chain and border security. As a participant in C-TPAT, BNSF continues to maintain and/or establish necessary security measures.

**Cutoff** - Indicates the day and time that the shipment must be tendered to BNSF at the origin Intermodal facility, in order to receive the associated availability (delivery day and time) at the destination Intermodal facility as stated on the Service Schedule. See the Service Schedules definition.

**Day** - Equates a twenty-four (24) hour period.

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

**Delivery** - Denotes to deliver the equipment to BNSF's facility or the Shipper's facility. BNSF delivery of equipment is controlled by the service code on the shipping instructions. (Some references to delivery can be seen in the Service and Drayage Chapters.)

**Domestic** - Intermodal shipments that move within North America without a prior or subsequent water movement. Domestic or international is indicated by the type of Service Codes and Price Authorities. (See the International definition and the Items for Intermodal Service and Price Authorities Application.)

**Detention Charges** - See the Drayage Services Item. This is also compensation due the equipment owner or leasing party when its equipment is detained beyond an agreed time.

**Dispute** - A Shipper contending an erroneous charge was invoiced. If this arises, see the Credit and Collection Item.

A freight (lading) claim is not a disputed amount.

**Distressed Shipment** - The equipment or lading is causing an unsafe or improper condition that prohibits the shipment from being transported further. This is considered a non-compliant shipment. One type of distressed shipment is a leaning load, which resulted from improper blocking and bracing the lading or equipment. (See the Shipment Adjustments Item.)

**Dock** - See the on-dock definition.

**DOT** - Department of Transportation.

**Drayage** - Trucking or motor carrier services to obtain or deliver Intermodal shipments, such as cross-towns, pick ups, deliveries, and IMX drayages. The drayage service is also referred to as a dray.

**Drayman** - The driver or owner of the truck company performing the trucking or draying services. BNSF controlled (obligated) drayage is determined by the service code on the shipping instructions and the price authority.

**Driver Standby** - When the drayman is required to wait with the equipment at the actual origin, actual destination, or port terminal facility. (See the Drayage Services Item.)

**Drop and Pull** - When a drayman leaves the equipment at a Shipper's or receiver's facility (to load or unload) with the intention of obtaining the (loaded or empty) equipment at a later scheduled time. (See the Drayage Services Item.)

**EDI** - Electronic Data Interchange. This is the process of sending and retrieving information electronically.

**Electronic Funds Transfer (EFT)** - A method to send electronic payments to BNSF. (See the Credit and Collections Item.)

**Embargo** - An embargo is a temporary measure to control shipments that threaten operations and warrant restrictions of such movements. This is an order that prohibits movement of, including but not limited to, specific Shippers, commodities, or equipment. Once Shippers are notified by BNSF of an embargo, any shipments in question cannot be tendered to BNSF and are prohibited on BNSF until the embargo is lifted. (See the Prohibited Item.)

**Empty** - Is equipment or a shipment that contains no commodities, lading, or contents. Empty is a commodity description and has an associated STCC.

**Equipment** - This is the physical equipment used for an Intermodal shipment.

Equipment refers to rail-controlled or private-owned, private-controlled or private-leased equipment, including, but not limited to, trailers, containers (with or without chassis), flat beds, open-top containers (with or with chassis), flat racks (with or without chassis), portable tank containers (with or without chassis), chassis, temperature-controlled equipment (trailers or containers with or without chassis and also considered mechanical reefers or generator powered with temperature gauges, fuel tanks, or devices), or road-railers.

This also refers to a load, empty, or shipment. See the Shipment definition.

Equipment includes all the shipping devices stated above, 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.

**FAK** - Freight All Kinds. This is a commodity description, which indicates a mix or non-specific commodities.

FAK is not a valid description or associated STCC for Prohibited, Restricted, or Hazardous shipments. FAK is not valid for shipments crossing the Canadian or Mexican borders. FAK is not valid under the Intermodal Safe Container Act for shipments with a gross cargo (lading) weight of more than 29,000 pounds and if a commodity equals or exceeds 20% of the total shipment. (See the Shipping Instructions, Prohibited, Restricted, and Hazardous Items.)

FAK is also a type of price authority that is offered to various types of customers and is specified for various types of Shippers such as domestic, international, contract holders, or non-contract holders. (See the Price Authorities Application Item.)

**Fax Guarantees** - A faxed letter guaranteeing payment for storage charges to BNSF at the time the equipment is removed from a BNSF facility. Guarantees can also be made via BNSF's secured Web application. (See the Storage and Furnishing Chassis Items.)

**Flexi-tanks** - See the definition for bulk bladder. Flexi-tanks are prohibited for hazardous commodities. (See the Bulk Bladder Shipments, Restricted Shipments, and Hazardous Items.)

**Flips** - See the definition for lifts. (See the Lift Provisions Item.)

**Flying Interchange** - This refers to interchanging equipment on the street, also known as a street interchange.

**Force Majeure** - Acts of God and other conditions when BNSF is excused from any obligation to perform transportation services.

(See the Intermodal Service and BNSF General Liability Items.)

**40 CFR** - Code of Federal Regulations written by the United States Environmental Protection Agency. (See the Hazardous Shipments Item.)

**49 CFR** - Code of Federal Regulations written by the United States Surface Transportation Board, the Department of Transportation, and the Federal Railroad Administration. (See references in the Prohibited, Restricted, and Hazardous Items.)

**49 USC 11706** - This coverage provides for full value of a shipment. The rules for such coverage are outlined in the 49 USC 11706 Item.

**Free Time or Free Days** - Amount of time (or days) before charges apply. Different free time (or days) applies for storage and detention. (See the Storage and Drayage Services Items.)

**Freight Bill** - A bill or invoice for movement of the equipment. Other associated charges may be indicated on the freight bill or invoice.

**Freight Charges** - The price authority rate for movement of the equipment as stated on an invoice or freight bill sent to the Shipper for payment. These are considered payments due to BNSF and are assessed based on the shipping instructions (waybill) date.

**Freight Claim** - This is a claim for lading damages. Freight claims procedures are defined in the Lading Liability and Claims Item.

**Gross Cargo Weight** - Total weight of lading (cargo), including blocking, bracing, and pallets. (See references in the Intermodal Safe Container Act definition.)

**Guarantee** - A guarantee of payment for storage charges to BNSF at the time the equipment is removed from a BNSF facility. This will be accepted only from the Shipper or notify party, and must indicate company name, address, phone number, equipment initial and number, and applicable dates for storage charges. Guarantees can be made via BNSF's secured Web application. (See the Storage Item.)

**Hazardous Commodities** - Materials as defined by the DOT in the Code of Federal Regulations (49 CFR) as hazardous materials, hazardous wastes, and hazardous substances. (See the Hazardous, Prohibited, and Restricted Items.)

**Hazardous Waste** - Commodities listed in 40 CFR Part 261 or classified as hazardous by state regulation because the commodity is toxic, ignitable, reactive, or corrosive and poses a threat to human health or the environment. Hazardous waste is prohibited from Intermodal facilities, on-dock locations, or interchange locations. (See the Hazardous Shipments and Prohibited Items.)

**Holidays** - Holidays observed for storage calculations (based on the shipment's notification location).

BNSF observed United States holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

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 Guadeloupe, 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.

(See the Storage Item.)

**Hub Center** - A BNSF designated Intermodal facility. This is also considered a ramp, hub, Intermodal facility, lot, or facility.

**Immediate Transportation Manifest (IT)** - Customs document for international import traffic.

**IMX** - This is the abbreviation for Intermodal Marketing Extension. These BNSF Intermodal facilities are reached by over-the-road transportation to and from a BNSF Intermodal rail served hub center.

**IMX Facility(ies)** - Intermodal Marketing Extension (IMX) facilities are reached by over-

the-road transportation to and from a BNSF Intermodal rail served hub center. This is also considered an Intermodal facility or facility. (See references in the Equipment Inspections and Equipment Weight Items.)

**In-gate** - Represents equipment that is tendered to a BNSF Intermodal facility. If the equipment is in-the-gate or has in-gated, then the shipment has entered a BNSF facility.

When delivering the equipment to a BNSF facility, the drayman must state the applicable Shipper and destination. (See the Shipping Instructions and Equipment Inspections Items.)

**Insurance** - Different types of insurance are required for coiled metal, hazardous commodities, UIIA agreements, private drayage, and 49 USC shipments. (See the Items for Restricted Shipments, Hazardous Shipments, Driver Registration, Private Equipment Insurance and 49 USC.)

**Inter-Box Connectors (IBCs)** - Metal devices that secure one container on top of another while in transit. At on-dock (port, pier, private, terminal) international loading facilities, the on-dock operators are responsible for providing inter-box connectors (IBCs). Only left locking IBCs are permitted on BNSF. These devices are considered miscellaneous equipment. (See the On-dock Facilities Item.)

**Interchange** - This is the transfer of equipment from one rail carrier to another (as referenced in Price Authorities Application and Applicable Industry Publications Items), or the transfer of equipment between drayman or port/on-dock facilities. This is also referenced as an exchange of electronic information (EDI) or equipment, such as street or flying interchange.

**Interline** - The movement between two or more rail carriers. (See the Price Authorities Application Item for Joint-line, Rule 11, and other types of interline shipments and price authorities.) Proper shipping instructions are required for interline shipments.

**Intermodal** - Transportation of commodities in equipment moving in Intermodal service. See the

Equipment definition. See Items throughout this *BNSF Intermodal Rules and Policies Guide*.

**Intermodal Equipment Register** - Describes Intermodal equipment attributes such as length, width, ownership, etc. (See the Applicable Industry Publications Item.)

**Intermodal Facility** - Considered a BNSF hub center, rail facility, IMX facility, facility, lot, hub, or ramp.

**Intermodal Safe Container Act (SCA)** - Applies to shipments with gross cargo weight (including blocking and bracing) greater than 29,000 pounds.

The Act requires the following information be supplied: 1) Equipment initial and number, 2) Actual gross cargo (lading) weight, 3) Actual commodity description (proper shipping name). FAK is not a valid description if any commodity equals or exceeds 20% of the total shipment weight, 4) Certifying party (specify if other than the Shipper). BNSF deems the certifying party as the Shipper unless otherwise indicated on the shipping instructions, and 5) Certification or EDI data transfer date (specify if different from the shipping instructions date). BNSF uses the shipping instructions date unless otherwise notified.

This Federal Act was applicable on April 9, 1997. On January 1, 2001, FAK could no longer be used if a commodity equals or exceeds 20% of total weight.

The documentation for the SCA will only be accepted via EDI shipping instructions. No SCA documentation will be accepted at the gate. (See the Shipping Instructions Item.)

**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 United States, Alaska, Hawaii, or foreign countries. International rates do not apply to shipments moving between the United States, Mexico, Canada, or Alaska (unless an immediate prior or subsequent water move occurs). International or domestic is indicated in the service codes and price authorities. (See the Intermodal Service and Price Authorities Items.)

**Invoice** - Considered a bill, freight bill, balance or payments due, miscellaneous bill, or a bill for transportation services, accessorial charges, finance charges, fuel surcharges, or other charges.

**Items** - Subjects and topics stated in this *BNSF Intermodal Rules and Policies Guide*. The topics are numbered Items. (See the Table of Contents.)

**Joint-line** - This is type of interline shipment. A joint-line price authority is one price authority that applies to the entire movement from rail origin to rail destination on two or more railroads. The rate includes all interchange charges. Send the shipping instructions only to the origin carrier, who forwards the shipping instructions to the other carriers in the route. (See the Price Authorities Application Item.)

**Lading** - See the Commodity description.

**Lifts** - Lifting (loading) the equipment on or off a railcar. Lifts include, but are not limited to, lifting equipment from the ground to a chassis, from one chassis to another chassis, from the chassis to the ground, from the ground to railcar, or from a railcar at any location other than the origin or destination hub. This is also considered flips. Lifts can be live (as requested by the driver) or at certain locations lifts to a chassis must be requested in advance (prior to the driver arriving at the gate), such as pre-mount. (See the Lift Provisions and Furnishing Chassis Items.)

**Load** - Considered placing, ramping, or lifting the equipment on a railcar. In addition, this indicates the equipment that contains the commodities or contents. This can also be referred to as a shipment.

**M-930, M-931, M-943, RP-931** - Identifies trailer, container, and chassis construction requirements, and equipment fleet standards and recommended practices. The Association of American Railroads publishes these. (See the Applicable Industry Publications and the Equipment Specifications Items.)

**Manifest** - A listing of the commodities and associated quantities within the equipment.

**Marketing** - A group handling the marketing and pricing of BNSF Intermodal service offerings.

**Maximum Gross Weight** - The maximum gross weight allowed on BNSF depends if the shipment moves via railcar or a combination of railcar and highway. (See the Equipment Weight Item.)

**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*, including, but not limited to, shipping instructions and information, commodity descriptions, shipment information, equipment information, Shipper, beneficial owner, or price authority. (See the Shipping Instructions, Prohibited and Restricted Items.)

**NACS** - North American Container System (NACS). A program allowed specially marked (NACS) containers to move among participating railroads. This program expired December 31, 2007.

**Non-contract Holder** - Shipper with access to public price authorities (and rates). A BNSF Intermodal Transportation Contract must be signed to use public or private intermodal price authorities. (See the Price Authorities Application Item.)

**North American Cargo Securement Act** - Defines minimum requirements for highway transportation.

**Notification** - BNSF advises the notify party that the equipment is available for pick up, delivery, loading, unloading, or there is problem with the shipment. At destination, notification occurs when shipment is available (availability) and will continue until the shipment is picked up. BNSF is not responsible for notification failures. (See the Storage Item.)

**Notify Party** - Person or party identified on the shipping instructions to be notified when the shipment is available or has a problem (typically the Shipper, receiver, beneficial owner, drayman, or their agents, employees, or contractors).

Generally, notification will be to the Shipper for origin items (or problems), and to the specified notify party for destination items. The notify party is required to maintain facsimile communication capabilities twenty-four (24) hours per day, seven (7) days per week for notification purposes, if notification is not accessed by electronic methods. (See the Shipping Instructions, Driver Registration and Storage Items.)

**Ocean Carrier** - This is synonymous with Shipper and/or receiver. In addition, this is considered a steamship or water carrier company. See the International and Private Equipment definitions.

**On-dock** - This is the loading or unloading of international equipment to or from steamships (vessels) and railcars at a pier, dock, port, terminal, or private facility. Some references to on-dock are in the Restricted Shipments (coiled metal or scrap metal cannot be received from on-dock locations), On-dock Facilities (on-dock operators are responsible for IBCs (inter-box connector), and the Drayage Chapter.

**Out-gate** - When the equipment is removed or departs from a BNSF facility. Upon retrieving or obtaining the equipment from a BNSF facility, the drayman must indicate the Shipper, equipment initial and number, and assigned pick up (release) number.

**Outstanding Order** - Equipment that has been ordered, but has not been obtained (picked up). This is also considered a busted order.

**Payments** - Amounts due or paid for the movement of the equipment (price authority rate) and any other charges incurred that are stated on an invoice or freight bill and sent to the Shipper for payment. This is also considered freight charges or invoiced amounts. (See the Credit and Collections Item.) All payments (including, but not limited to, freight charges, accessorial service charges, surcharges, and other applicable charges) must be paid in U.S. funds by the Shipper in accordance with BNSF credit terms or individual contract terms. All charges will be assessed to the Shipper.

**Party or Person** - Includes, but is not limited to, individuals, sole proprietors, partnerships,

corporations, associations, cooperatives, trusts, and other entities.

**Pick Up** - To retrieve equipment, such as obtaining the equipment from a Shipper's facility or a BNSF facility. This is not considered a lift or flip.

**Pick Up Number** - A set of alphanumeric characters that is provided to the notify party and allows the equipment to exit (out-gate) a BNSF facility. The drayman must provide this number at the time of out-gate. This is also known as a release number.

**Pre-mount** - At some BNSF facilities, a pre-mount is required to request the container to be mounted on a chassis. The Shipper will need to request a pre-mount via BNSF's secured Web application before the specified time. If the Shipper fails to obtain the container by 11:59 p.m. on the requested pre-mount date, a pre-mount charge will be assessed. (See the Furnishing Chassis Item.)

**Prepaid** - This indicates that the freight payments are made to the originating rail carrier on an interline shipment prior to the shipment's release. This type of billing is stated on the price authority and must be indicated on the shipping instructions. Types of billing are either prepaid or collect.

**Price Authority** - A document (such as FAKs, quotes, or multi-party agreements) that states the rate (price) for movement of an Intermodal shipment. (See the Price Authorities Application Item.) To use a public or private Intermodal price authority, a BNSF Intermodal Transportation Contract must be signed.

The correct price authority and associated information must be provided on the shipping instructions in order to apply the appropriate rate to a shipment. Once the equipment has been accepted at a BNSF facility, the price authority cannot be changed on the shipping instructions. (See the Shipping Instructions Item.)

**Private Equipment** - All equipment that is not considered railroad-controlled, which the railroad has no per diem responsibility. Private equipment is considered Shipper or private-owned, private-

controlled, or private-leased equipment, which includes steamship equipment. For purposes of service codes and rates, private equipment is distinguished separately from steamship equipment.

**Private Price Authority** - Price authority for specific Shipper(s), beneficial owner(s), actual shipper(s), or actual receiver(s).

**Prohibited Shipments** - Shipments that cannot be shipped (not allowed) on BNSF under any circumstance. (See the Prohibited Shipments Item, Appendix E, and other Items throughout this *R&PG*.)

**Public Price Authority** - Price Authority that can be used by any Intermodal Shipper. To use a public or private Intermodal price authority, a BNSF Intermodal Transportation Contract must be signed.

**Quick Bill** - Temporary shipping instructions that allow the equipment in the gate at a BNSF facility. When the shipment is tendered to BNSF, the drayman must provide the Shipper, origin, destination, and Quick Bill number. The Shipper must provide complete shipping instructions within twenty-four (24) hours after the equipment is tendered to a BNSF facility. (See the Shipping Instructions Item.)

**Quote** - Special negotiated rate (document) for a specific Intermodal shipment based on certain factors. This is a type of price authority. (See the Price Authorities Application Item.)

**Rail-Controlled (Obligated) Drayage** - BNSF performed drayage for pick up or delivery of a shipment as indicated by the service code. (See the Intermodal Service Item. Also, see Items in the Drayage Chapter.)

**Rail-Controlled Equipment** - Equipment owned or leased by a railroad, or equipment for which a railroad has per diem responsibility. This may include private steamship containers marketed by BNSF or certain neutral pool chassis.

**Release Number** - A set of alphanumeric characters that is provided to the notify party and allows the equipment to exit (out-gate) a BNSF

facility. The drayman must provide this number at the time of out-gate. This is also known as a pick up number.

**Residue** - For hazardous material, "residue last contained" means the substance remaining in the equipment (including portable tank containers) after the contents have been unloaded to the maximum extent practicable and before the equipment is either sufficiently cleaned of residue and purged of vapors to remove any potential hazard or refilled with a material which is not hazardous to such an extent that any residue remaining in the package no longer poses a hazard.

For non-hazardous materials, "residue" means the substance remaining in the equipment after the contents have been unloaded to the maximum extent practicable, but the contents cannot exceed 7% of the weight of the last loaded movement. (See the Tank Container and Hazardous Items.)

**Revenue Prerate and Waybilling** - BNSF's department that processes shipping instructions.

**Receiver** - Person, party, or legal entity receiving the shipment at destination and including receiver's agents, employees and independent contractors acting on behalf of the receiver. This is also referred to as the consignee. The party receiving the equipment may or may not be at the final destination.

**Restricted Shipments** - Shipments are allowed (can be tendered to BNSF) based on specific provisions stated in the Restricted Shipments Item and Appendix E. Restricted shipments require a special price authority. All shipping instructions must declare the actual restricted commodity description (proper shipping name) and actual applicable STCC. FAK description and FAK STCC are not valid.

**Road-Railers** - Bimodal equipment or trailers that contain both a tractor and rail-wheels. These may also move with bogies (flanged or rail wheels assemblies that are detachable from road-railer type of equipment). (See the Restricted Shipments Item.)

**Rule 11** - This is a type of interline shipment where each railroad invoices the Shipper separately. The Shipper uses applicable Rule 11 price authorities of two (or more) rail carriers for an interline move.

Rule 11 price authorities allow 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 shipping instructions (bill of lading) along with each price authority for the rail carriers involved in the movement.

Cross-town transfers are not included on Rule 11 shipments that originate on BNSF. Rule 11 must be specifically stated in a BNSF price authority, and if Rule 11 is not indicated, the rate assessed will be the BNSF FAK published interline (joint-line) rate in effect at the time of shipment. (See the Price Authorities Application Item.)

**Safe Container Act (SCA)** - See the Intermodal Safe Container Act definition or the Shipping Instructions Item.

**Seal (Security seal)** - Every loaded shipment must contain a seal. Ideally, the seal should be a barrier type of security seal that is manufactured of material such as steel or cable (minimum ASTM Grade D standard) with the intent to delay intrusion and is generally removed with quality bolt or cable cutters. Barrier cable seals are to be manufactured from non-preformed cable (NPC) to prevent re-use. Such seals comply with the standard BNSF's Security Seal Rule, Item 2250A. (See the Shipper Loading and Unloading Equipment and Lading Liability and Claims Items.)

**Section** - Paragraph, part (section), or area within an Item.

**Service** - Transportation between origin and destination locations specified on a price authority. Part of the service offering.

**Service Code** - This required two-digit number on the shipping instructions indicates the equipment ownership (rail-controlled, steamship, or private) and type of movement (if the shipment originates or delivers to the hub or if drayage is included). The service code indicated on the shipping

instructions must match what is stated on the price authority. (See the Intermodal Service Item.)

**Service Level** - Types of service options related to BNSF Intermodal transportation that are reflected in the schedules (cutoff at origin or availability at destination) and price authorities. (See the Intermodal Service Item.)

**Service Offering** - Service offering includes origin, destination, rate, service code, service level, and equipment type, size, and ownership. This can also be referred to as service.

**Service Schedules** - Are stated on the BNSF Service Schedules Web page or schedules publication. Schedules show the offered cutoff, availability, equipment, and service level for transportation between specific BNSF origin and destination locations. (See the Intermodal Service Item.)

**Shipment** - Equipment, freight, traffic, unit, movement, or lading tendered with shipping instructions at the origin, for movement to a destination, regardless if the shipment is a load or empty.

The price charged per shipment is stated in the price authority.

**Shipper** - Person, party, or legal entity shipping the equipment 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 the shipment instructions. This is also referred to as the consignor. The Shipper is the party who must sign a BNSF Intermodal Transportation Contract, must obtain credit from BNSF, usually sends the shipping instructions to BNSF, and is stated on the price authority. For portable tank containers, the Shipper is also considered the equipment owner.

**Shipping Instructions** - An Intermodal bill of lading (or waybill) sent via EDI or BNSF's Shipping Instructions Web application from the Shipper that must be tendered with each shipment. (See the Shipping Instructions Item.)

**STCC** - Standard Transportation Commodity Code. This is associated to a particular commodity. (See the Applicable Industry Publications Item.) Both the actual commodity and STCC must be stated on the shipping instructions. (See the Shipping Instructions Item.)

**Stop-offs** - Rail stop-offs (intermediate stops) are not permitted on Intermodal shipments. All shipments are delivered only to the Intermodal facilities stated on the price authority. Rail stop-offs are requests to detain a shipment and/or unload a shipment at any point between the origin and destination Intermodal facilities indicated on the price authority or the shipping instructions.

**Stop-orders** - Request to detain a shipment at origin or destination. BNSF will make a reasonable effort to execute the request, but is not responsible if the requested change cannot be made.

**Storage Charges** - Charges associated with the period of time that the equipment is held at a BNSF facility beyond notification and free time. (See the Storage Item.)

**Street Interchange** - Refers to interchanging equipment on the street, also known as a flying interchange.

**Surcharges** - All transportation services and shipments will be subject to any surcharge implemented by BNSF or imposed on BNSF, regardless of price authority, contract, or agreement (including all multi-party agreements, transportation contracts, and other agreements). These are assessed based on the shipping instructions (waybill) date. (See the Surcharges and Special Assessments Item.)

**Tank Container** - Any portable tank container used for bulk transportation without a permanently affixed undercarriage, which may be mounted on a chassis. (See the Portable Tank Container, Restricted, and Hazardous Items.)

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

**TOFC** - Trailer on a flatcar. This indicates the type of movement such as trailer or a container with chassis moving on a flatcar.

**Trailer** - Freight equipment with permanently attached undercarriage and wheels used for highway or rail transportation.

**Transportation and Exportation (T&E)** - Customs documentation.

**Transportation Contract** - A BNSF Intermodal Transportation Contract or agreement must be signed to use Intermodal public or private price authorities. An Intermodal transportation contract is also a multi-party arrangement. (See the Price Authorities Application Item.) In addition, a contract or agreement (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. (See the Complete Offer Item.)

**Trucker Interchange** - A contract between BNSF and a drayman allowing for the removal of rail-controlled equipment from a BNSF facility for a shipment delivery or pick up. (See the Driver Registration Item.)

**UFC** - Uniform Freight Classification. This classifies freight by category. (See the Hazardous commodities in the Restricted Shipments Item.)

**UIIA** - This is the abbreviation for the Uniform Intermodal Interchange Agreement. This agreement must be signed in order to access or obtain equipment from BNSF Intermodal facilities. (See the Driver Registration Item.)

**UMLER** - This is the abbreviation for the Universal Machine Language Equipment Register. This is an industry UMLER database managed by the AAR. All private equipment must be registered in UMLER. Registration includes equipment initial and number, and characteristics. (See the Equipment Specifications Item.)

**UN/NA** - A number designator for hazardous materials. This must be included on the shipping instructions for a hazardous shipment. (See the

Shipping Instructions and the Hazardous Shipments Items.)

**Uniform Bill of Lading** - A form of the bill of lading prescribed by the Surface Transportation Board. (See the Shipping Instructions definition and Item.)

**Uniform Intermodal Interchange Agreement (UIIA)** - Is an agreement that must be signed in order to obtain equipment. The agreement can be accessed at <http://www.uiia.org>. (See the Driver Registration Item.)

**Unload** - Remove equipment from a railcar. Also referred to as deramping equipment. In addition, unload is considered the removal (unloading) of the commodity from the equipment.

**Unlocated (Undetermined) Damage** - Lading loss and damage where the cause cannot be determined by normal inspection.

# SHIPPING INSTRUCTIONS APPENDIX

## APPENDIX A: SHIPPING INSTRUCTIONS



### REQUIRED SHIPPING INSTRUCTIONS ELEMENTS

The shipping instructions are considered complete only when all the following required elements are provided to BNSF (via EDI or BNSF's Shipping Instructions Web application). For additional Shipping Instructions details, see Item 7: Shipping Instructions.

#### 1. Equipment

- Equipment initial, number, length
- TOFC or COFC movement classification

#### 2. Movement Information

- Intermodal service code (see Appendix B)
- Intermodal service level (see Appendix B)
- Origin and Destination Intermodal facility
- Actual origin and destination (city, state/province, zip code)
- Shipper and phone number
- Receiver
- Beneficial owner, actual shipper, actual receiver
- Notify party name, phone number, fax number
- Route (use the exact route shown on the price authority)
- 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 Shipper bond (BNSF bond is not permitted)

- If interline Rule 11:
  - Cross-town and final notify parties fax numbers
  - Rule 11 (specify yes or no) (see Item 3: Price Authorities Application), if yes, specify all railroads' price authorities.

#### 3. Price/Invoice

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

#### 4. Commodity

- Actual commodity description (proper shipping name)
- Actual Standard Transportation Commodity Code (STCC)
- Gross cargo weight (including blocking and bracing). If the gross cargo weight is greater than 29,000 pounds, the federal Intermodal Safe Container Act (SCA) requires certain information be provided. The documentation for the SCA will only be accepted via EDI shipping instructions. No SCA documentation will be accepted at the gate. The required SCA elements are:
  - Gross cargo weight
  - Actual commodity description (proper shipping name). FAK is not a valid description if any commodity equals or exceeds more than 20% of the total shipment weight.
  - Certifying party (specify if other than the Shipper)
  - Certification or EDI data transfer date (specify if different from the shipping instructions date)
- Hazardous materials (specify yes or no)
  - If yes, the following information is required in the format required by 49 CFR:
    - Shipper and receiver name and complete address
    - Actual commodity description (proper shipping name) (FAK

## SHIPPING INSTRUCTIONS APPENDIX

- description and FAK STCC are not allowed)
- Hazard class/subsidiary 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)
- Fumigated shipments, if yes, see Item 36: Hazardous Shipments (See the Prohibited, Restricted and Hazardous Chapter. For complete hazardous material information required by the Department of Transportation, please refer to 49 CFR.)
- Bulk bladder (flexi-tank) non-hazardous shipments require:
  - 24-hour emergency response telephone number (for all commodities)
  - Actual commodity description (proper shipping name) and associated STCC
  - Bulk bladder or flexi-tank must be declared as part of the commodity description (proper shipping name) (See Item 19: Bulk Bladder Shipments and the Prohibited, Restricted and Hazardous Chapter.)
- Portable tank container shipments require:
  - 24-hour telephone number (for all commodities)
  - Actual commodity description (proper shipping name) and associated STCC
  - Commodity description (proper shipping name) (written on the outside of the portable tank container in a waterproof medium) (See Item 17: Portable Tank Containers, and the Prohibited, Restricted and Hazardous Chapter.)

### 5. Mexico or Canada Shipments

Additional shipping instructions are required for shipments crossing the border. Providing all of the following information for Canadian

and Mexican shipments allows BNSF to forward accurate information. In addition, send a complete set of Customs documents to the connecting carrier to prevent delays.

- Customs broker or forwarding agent's name, address, city, state/province, postal code and phone number
- Actual shipper's name, address, city, state/province, postal code
- Actual receiver's name, address, city, state/province, postal code
- Actual importer's name (purchaser of goods), address, city, state/province, postal code
- Canadian shipper's or receiver's name, address, city, state/province, postal code
- Piece count (quantity) and package type (must be in the comment field)
- Route (complete route including actual rail origin and destination)
- Weight (total weight and unit of measure)
- Seal number
- Actual commodity description (proper shipping name)
- Actual STCC (FAK STCC is not accepted)
- Fumigated shipment
  - Date of fumigation
  - Type and amount of fumigant used
- Dollar value (stated in U.S. funds)
- Good's origin country
- Final destination country
- United States port of entry
- Port of export
- Location of goods if pending clearance
- Carrier transporting goods
- If LTL (less than truck load) shipments:
  - Package number
  - Goods major components
  - Goods weight
- If shipment is moving private in-bond (BNSF bond is not permitted) using a Customs form 7512:
  - Entry number
  - Class of entry
  - Name and address receiving the 7512 form

Other documents needed to enter Mexico in addition to the shipping instructions include:

- Commercial invoice
- Packing list

## SHIPPING INSTRUCTIONS APPENDIX

- Shipper's export declaration or AES / ITN number
- Certificate of origin
- Broker information sheet
- Additional documents may be required by the Customs broker for specific commodities

## APPENDIX B: SERVICE

Information regarding BNSF Intermodal service levels, service codes and service schedules is stated below. For additional details, see Item 8: Intermodal Service.

### INTERMODAL SERVICE LEVELS

BNSF's Intermodal service levels:

**E = Expedited** - For extremely time-sensitive shipments, this provides the fastest service available (competitive with over-the-road, team driver service).

**P = Premium** (also known as **Standard**) - Truck-competitive service for trailers or containers supplies premium train service (comparable with single-driver truck service).

**V = Value** - Service in selected markets to address fluctuating supply and demand needs.

**Y = Empty** - Train service provided for the movement of empty Intermodal equipment.

### INTERMODAL SERVICE CODES

Service codes describe the shipment type (Domestic or International), equipment owner (Rail, Steamship, or Private), and required movement (delivery to the Hub or Door).

The valid Intermodal service code must be used when providing shipping instructions to BNSF and match the stated service code on the applicable price authority. (See Item 7: Shipping Instructions.)

#### Shipment Type: Domestic

| Equipment Owner: | Rail | Steamship | Private |
|------------------|------|-----------|---------|
| Door to Door     | 20   | 40        | 60      |
| Door to Hub      | 22   | 42        | 62      |
| Hub to Hub       | 25   | 45        | 65      |
| Hub to Door      | 27   | 47        | 67      |

#### Shipment Type: International

| Equipment Owner: | Rail | Steamship | Private |
|------------------|------|-----------|---------|
| Door to Door     | 20   | 80        | 60      |
| Door to Hub      | 22   | 82        | 62      |
| Hub to Hub       | 25   | 85        | 65      |
| Hub to Door      | 27   | 87        | 67      |

### INTERMODAL SERVICE SCHEDULES

Public BNSF Intermodal service schedules can be viewed at <http://www.bnsf.com/customers/how-can-i-ship/>.

Private (shipper or segment specific) BNSF Intermodal service schedules can be viewed at secured <http://www.bnsf.com>.

# EQUIPMENT DEPRECIATION APPENDIX

## APPENDIX C: EQUIPMENT DEPRECIATION (CLAIMS)

### CONTAINER AND TRAILER DEPRECIATION FACTORS

The following factors are used to calculate the depreciated value for Containers and Trailers as stated in Item 29: Equipment Liability and Claims.

#### Container and Trailer Depreciation Factors

| Months | Factor | Months | Factor | Months | Factor | Months | Factor |
|--------|--------|--------|--------|--------|--------|--------|--------|
| 1      | 0.9944 | 41     | 0.7722 | 82     | 0.5444 | 123    | 0.3167 |
| 2      | 0.9889 | 42     | 0.7667 | 83     | 0.5389 | 124    | 0.3111 |
| 3      | 0.9833 | 43     | 0.7611 | 84     | 0.5333 | 125    | 0.3056 |
| 4      | 0.9778 | 44     | 0.7556 | 85     | 0.5278 | 126    | 0.3000 |
| 5      | 0.9722 | 45     | 0.7500 | 86     | 0.5222 | 127    | 0.2944 |
| 6      | 0.9667 | 46     | 0.7444 | 87     | 0.5167 | 128    | 0.2889 |
| 7      | 0.9611 | 47     | 0.7389 | 88     | 0.5111 | 129    | 0.2833 |
| 8      | 0.9556 | 48     | 0.7333 | 89     | 0.5056 | 130    | 0.2778 |
| 9      | 0.9500 | 49     | 0.7278 | 90     | 0.5000 | 131    | 0.2722 |
| 10     | 0.9444 | 50     | 0.7222 | 91     | 0.4944 | 132    | 0.2667 |
| 11     | 0.9389 | 51     | 0.7167 | 92     | 0.4889 | 133    | 0.2611 |
| 12     | 0.9333 | 52     | 0.7111 | 93     | 0.4833 | 134    | 0.2556 |
| 13     | 0.9278 | 53     | 0.7056 | 94     | 0.4778 | 135    | 0.2500 |
| 14     | 0.9222 | 54     | 0.7000 | 95     | 0.4722 | 136    | 0.2444 |
| 15     | 0.9167 | 55     | 0.6944 | 96     | 0.4667 | 137    | 0.2389 |
| 16     | 0.9111 | 56     | 0.6889 | 97     | 0.4611 | 138    | 0.2333 |
| 17     | 0.9056 | 57     | 0.6833 | 98     | 0.4556 | 139    | 0.2278 |
| 18     | 0.9000 | 58     | 0.6778 | 99     | 0.4500 | 140    | 0.2222 |
| 19     | 0.8944 | 59     | 0.6722 | 100    | 0.4444 | 141    | 0.2167 |
| 20     | 0.8889 | 60     | 0.6667 | 101    | 0.4389 | 142    | 0.2111 |
| 21     | 0.8833 | 61     | 0.6611 | 102    | 0.4333 | 143    | 0.2056 |
| 22     | 0.8778 | 62     | 0.6556 | 103    | 0.4278 | 144    | 0.2000 |
| 23     | 0.8722 | 63     | 0.6500 | 104    | 0.4222 | 145    | 0.1944 |
| 24     | 0.8667 | 64     | 0.6444 | 105    | 0.4167 | 146    | 0.1889 |
| 25     | 0.8611 | 65     | 0.6389 | 106    | 0.4111 | 147    | 0.1833 |
| 26     | 0.8556 | 66     | 0.6333 | 107    | 0.4056 | 148    | 0.1778 |
| 27     | 0.8500 | 67     | 0.6278 | 108    | 0.4000 | 149    | 0.1722 |
| 28     | 0.8444 | 68     | 0.6222 | 109    | 0.3944 | 150    | 0.1667 |
| 29     | 0.8389 | 69     | 0.6167 | 110    | 0.3889 | 151    | 0.1611 |
| 30     | 0.8333 | 70     | 0.6111 | 111    | 0.3833 | 152    | 0.1556 |
| 31     | 0.8278 | 71     | 0.6056 | 112    | 0.3778 | 153    | 0.1500 |
| 32     | 0.8222 | 72     | 0.6000 | 113    | 0.3722 | 154    | 0.1444 |
| 33     | 0.8167 | 73     | 0.5944 | 114    | 0.3667 | 155    | 0.1389 |
| 34     | 0.8111 | 74     | 0.5889 | 115    | 0.3611 | 156    | 0.1333 |
| 35     | 0.8056 | 75     | 0.5833 | 116    | 0.3556 | 157    | 0.1278 |
| 36     | 0.8000 | 76     | 0.5778 | 117    | 0.3500 | 158    | 0.1222 |
| 37     | 0.7944 | 77     | 0.5722 | 118    | 0.3444 | 159    | 0.1167 |
| 38     | 0.7889 | 78     | 0.5667 | 119    | 0.3389 | 160    | 0.1111 |
| 39     | 0.7833 | 79     | 0.5611 | 120    | 0.3333 | 161    | 0.1056 |
| 40     | 0.7778 | 80     | 0.5556 | 121    | 0.3278 | 162    | 0.1000 |
|        |        | 81     | 0.5500 | 122    | 0.3222 |        |        |

## EQUIPMENT DEPRECIATION APPENDIX

### CHASSIS DEPRECIATION FACTORS

The following factors are used to calculate the depreciated value for Chassis as stated in Item 29: Equipment Liability and Claims.

#### Chassis Depreciation Factors

| Months | Factor | Months | Factor | Months | Factor |
|--------|--------|--------|--------|--------|--------|
| 1      | 0.9958 | 42     | 0.8250 | 83     | 0.6542 |
| 2      | 0.9917 | 43     | 0.8208 | 84     | 0.6500 |
| 3      | 0.9875 | 44     | 0.8167 | 85     | 0.6458 |
| 4      | 0.9833 | 45     | 0.8125 | 86     | 0.6417 |
| 5      | 0.9792 | 46     | 0.8083 | 87     | 0.6375 |
| 6      | 0.9750 | 47     | 0.8042 | 88     | 0.6333 |
| 7      | 0.9708 | 48     | 0.8000 | 89     | 0.6292 |
| 8      | 0.9667 | 49     | 0.7958 | 90     | 0.6250 |
| 9      | 0.9625 | 50     | 0.7917 | 91     | 0.6208 |
| 10     | 0.9583 | 51     | 0.7875 | 92     | 0.6167 |
| 11     | 0.9542 | 52     | 0.7833 | 93     | 0.6125 |
| 12     | 0.9500 | 53     | 0.7792 | 94     | 0.6083 |
| 13     | 0.9458 | 54     | 0.7750 | 95     | 0.6042 |
| 14     | 0.9417 | 55     | 0.7708 | 96     | 0.6000 |
| 15     | 0.9375 | 56     | 0.7667 | 97     | 0.5958 |
| 16     | 0.9333 | 57     | 0.7625 | 98     | 0.5917 |
| 17     | 0.9292 | 58     | 0.7583 | 99     | 0.5875 |
| 18     | 0.9250 | 59     | 0.7542 | 100    | 0.5833 |
| 19     | 0.9208 | 60     | 0.7500 | 101    | 0.5792 |
| 20     | 0.9167 | 61     | 0.7458 | 102    | 0.5750 |
| 21     | 0.9125 | 62     | 0.7417 | 103    | 0.5708 |
| 22     | 0.9083 | 63     | 0.7375 | 104    | 0.5667 |
| 23     | 0.9042 | 64     | 0.7333 | 105    | 0.5625 |
| 24     | 0.9000 | 65     | 0.7292 | 106    | 0.5583 |
| 25     | 0.8958 | 66     | 0.7250 | 107    | 0.5542 |
| 26     | 0.8917 | 67     | 0.7208 | 108    | 0.5500 |
| 27     | 0.8875 | 68     | 0.7167 | 109    | 0.5458 |
| 28     | 0.8833 | 69     | 0.7125 | 110    | 0.5417 |
| 29     | 0.8792 | 70     | 0.7083 | 111    | 0.5375 |
| 30     | 0.8750 | 71     | 0.7042 | 112    | 0.5333 |
| 31     | 0.8708 | 72     | 0.7000 | 113    | 0.5292 |
| 32     | 0.8667 | 73     | 0.6958 | 114    | 0.5250 |
| 33     | 0.8625 | 74     | 0.6917 | 115    | 0.5208 |
| 34     | 0.8583 | 75     | 0.6875 | 116    | 0.5167 |
| 35     | 0.8542 | 76     | 0.6833 | 117    | 0.5125 |
| 36     | 0.8500 | 77     | 0.6792 | 118    | 0.5083 |
| 37     | 0.8458 | 78     | 0.6750 | 119    | 0.5042 |
| 38     | 0.8417 | 79     | 0.6708 | 120    | 0.5000 |
| 39     | 0.8375 | 80     | 0.6667 | 121    | 0.4958 |
| 40     | 0.8333 | 81     | 0.6625 | 122    | 0.4917 |
| 41     | 0.8292 | 82     | 0.6583 | 123    | 0.4875 |

## EQUIPMENT DEPRECIATION APPENDIX

### CHASSIS DEPRECIATION FACTORS (CONTINUED)

This is a continuation factors to calculate the depreciated value for Chassis as stated in Item 29: Equipment Liability and Claims.

#### Chassis Depreciation Factors

| Months | Factor | Months | Factor | Months | Factor |
|--------|--------|--------|--------|--------|--------|
| 124    | 0.4833 | 165    | 0.3125 | 206    | 0.1417 |
| 125    | 0.4792 | 166    | 0.3083 | 207    | 0.1375 |
| 126    | 0.4750 | 167    | 0.3042 | 208    | 0.1333 |
| 127    | 0.4708 | 168    | 0.3000 | 209    | 0.1292 |
| 128    | 0.4667 | 169    | 0.2958 | 210    | 0.1250 |
| 129    | 0.4625 | 170    | 0.2917 | 211    | 0.1208 |
| 130    | 0.4583 | 171    | 0.2875 | 212    | 0.1167 |
| 131    | 0.4542 | 172    | 0.2833 | 213    | 0.1125 |
| 132    | 0.4500 | 173    | 0.2792 | 214    | 0.1083 |
| 133    | 0.4458 | 174    | 0.2750 | 215    | 0.1042 |
| 134    | 0.4417 | 175    | 0.2708 | 216    | 0.1000 |
| 135    | 0.4375 | 176    | 0.2667 |        |        |
| 136    | 0.4333 | 177    | 0.2625 |        |        |
| 137    | 0.4292 | 178    | 0.2583 |        |        |
| 138    | 0.4250 | 179    | 0.2542 |        |        |
| 139    | 0.4208 | 180    | 0.2500 |        |        |
| 140    | 0.4167 | 181    | 0.2458 |        |        |
| 141    | 0.4125 | 182    | 0.2417 |        |        |
| 142    | 0.4083 | 183    | 0.2375 |        |        |
| 143    | 0.4042 | 184    | 0.2333 |        |        |
| 144    | 0.4000 | 185    | 0.2292 |        |        |
| 145    | 0.3958 | 186    | 0.2250 |        |        |
| 146    | 0.3917 | 187    | 0.2208 |        |        |
| 147    | 0.3875 | 188    | 0.2167 |        |        |
| 148    | 0.3833 | 189    | 0.2125 |        |        |
| 149    | 0.3792 | 190    | 0.2083 |        |        |
| 150    | 0.3750 | 191    | 0.2042 |        |        |
| 151    | 0.3708 | 192    | 0.2000 |        |        |
| 152    | 0.3667 | 193    | 0.1958 |        |        |
| 153    | 0.3625 | 194    | 0.1917 |        |        |
| 154    | 0.3583 | 195    | 0.1875 |        |        |
| 155    | 0.3542 | 196    | 0.1833 |        |        |
| 156    | 0.3500 | 197    | 0.1792 |        |        |
| 157    | 0.3458 | 198    | 0.1750 |        |        |
| 158    | 0.3417 | 199    | 0.1708 |        |        |
| 159    | 0.3375 | 200    | 0.1667 |        |        |
| 160    | 0.3333 | 201    | 0.1625 |        |        |
| 161    | 0.3292 | 202    | 0.1583 |        |        |
| 162    | 0.3250 | 203    | 0.1542 |        |        |
| 163    | 0.3208 | 204    | 0.1500 |        |        |
| 164    | 0.3167 | 205    | 0.1458 |        |        |

## APPENDIX D: INDUSTRY PUBLICATIONS

### APPLICABLE INDUSTRY PUBLICATIONS

The following publications (or successors) also govern transportation services subject to the *BNSF Intermodal Rules and Policies Guide*. Applicable versions are the publications in effect at the time of shipment. For additional details, see Item 33: Applicable Industry Publications.

### AAR INTERMODAL INTERCHANGE RULES

This publication describes intermodal interchange rules, billing, and repair procedures. Publisher: Association of American Railroads.

### AAR OPEN TOP LOADING RULES MANUAL

This publication describes loading of open top equipment. Publisher: Association of American Railroads.

### BUREAU OF EXPLOSIVES TARIFF: BOE 6000 SERIES

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

### DIRECTORY OF HAZARDOUS MATERIALS SHIPPING DESCRIPTIONS

This publication lists hazardous materials and associated shipping descriptions. Publisher: RAILINC.

### INTERMODAL LOADING GUIDE

This publication identifies loading, blocking, and bracing requirements for intermodal shipments. Publisher: RAILINC.

### M-930, M-931, M-943, AND RP-931

These are specifications M-930, M-931, M-943, and RP-931 of the AAR Manual of Standards and Recommended Practices. This publication identifies trailer, container, and chassis construction requirements, and equipment fleet standards and recommended practices. Publisher: Association of American Railroads.

### OFFICIAL OPEN PREPAY STATIONS LIST: OPSL 6000 SERIES

This publication identifies stations (such as intermodal facilities), operations (for example accepts TOFC/COFC shipments, provides mechanical lifts, and specifies Intermodal Market Extension (IMX) facilities), shipping instructions, station numbers, and freight station accounting code numbers. Publisher: RAILINC.

### OFFICIAL INTERMODAL EQUIPMENT REGISTER

This publication contains trailer and container descriptions, associated identification numbers, equipment ownership, length, height, width, and any special characteristics, such as mechanical, insulation, special load securement, protective service, and devices. Issuer: Intermodal Publishing Company, Ltd., Agent.

### STANDARD TRANSPORTATION COMMODITY CODE: STCC 6001

This publication contains commodity descriptions (proper shipping names), including hazardous and explosive commodities and is used for shipping instructions and price authorities. Publisher: RAILINC.

# PROHIBITED AND RESTRICTED APPENDIX

## APPENDIX E: PROHIBITED AND RESTRICTED SHIPMENTS

Shipments that are prohibited (not allowed) and restricted (allowed under certain conditions) are described in this Appendix.

### PROHIBITED SHIPMENTS

Under no circumstances will the Shipper tender or BNSF knowingly accept the following prohibited shipments under the provisions described below. Additional prohibited information can be found in Item 34: Prohibited Shipments.

- **Bulk commodities not packaged, sealed, and/or loaded properly to prevent shifting.**
- **BNSF bond**, not authorized for Intermodal shipments. (See Item 7: Shipping Instructions.)
- **Bulk bladders (flex-tanks)** containing **hazardous commodities**.
- **Coiled metal or scrap metal via steel-wheel interchange or from on-dock locations.** (See Item 3: Price Authorities Application).
- **Commodity that exceeds more than 25,000 pounds in any ten (10) linear feet or 2,500 pounds per linear foot** on the equipment floor, and the lading weight is not evenly distributed over the entire floor surface. (See Item 9: Shipper Loading and Unloading.)
- **Cross-town transfer or drayage of division 1.1, 1.2, 1.3, or 1.4 explosives.** Division 1.1, 1.2, 1.3, or 1.4 explosives moving **between CA, AZ, NM and TX to or from St. Paul, MN** should be via Chicago, IL with the Shipper performing the cross-town transfer or drayage between the Chicago facilities.
- **Cross-town transfer, drayage, or interchange of coiled metal, scrap metal or tank containers** (see Item 15: Furnishing Chassis, Item 17: Portable Tank Containers, and Item 38: Drayage).
- **Cross-town transfer or drayage on Rule 11 shipments.** (See Item 3: Price Authorities Application.)
- **Division 1.1, 1.2 or 1.3 explosives** as defined in 49 CFR 173.50 (Code of Federal Regulations pertaining to explosives) **of 5,000 pounds or more per shipment**, except at Houston, Galveston, La Porte, TX, Morgan's Point, and Barbours Cut, TX via BNSF.
- **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 the cities or ports of Galveston, TX, La Porte, TX, Morgan's Point, TX, and Barbours Cut, TX** via BNSF, regardless of weight/quantity.
- **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, regardless of weight/quantity.
- **Equipment that cannot be lifted by standard means** (lifting arms, twist-locks, or side-pins or any approved lift attachments on-hand), is **missing initials and numbers**, or does **not meet specifications and standards** stated in the Equipment Chapter.
- **FAK commodity description or STCC for restricted or hazardous shipments, or shipments containing more than 29,000 pounds of lading.** (See Appendix A, Item 35: Restricted Shipments, and Item 36: Hazardous Shipments.)
- **Hazardous prohibited** shipments stated on the Prohibited Hazardous Web page (<http://www.bnsf.com/customers/how-can-i-ship/domestic-containers-and-trailers/prohibited-commodities.html>).
- **Hazardous waste** from an **on-dock, interchange or Intermodal facility.** (See Item 36: Hazardous Shipments).
- **Poison/toxic inhalation hazard (PIH/TIH)**, including anhydrous ammonia, **greater than 1,000 pounds**, except in tank containers.
- **Portable tank containers** containing:
  - Allyl chloride
  - Benzene
  - Carbon disulfide
  - Carbon tetrachloride
  - Chlorobenzene
  - Chlorobenzyl Chloride (liquid)
  - Chloroform
  - Dichloropropene
  - Epichlorohydrin
  - Ethyl chloride
  - Ethylene dichloride
  - Gases - flammable, non-flammable (except argon and carbon dioxide), and/or poison (DOT 2.1, 2.2, 2.3)
  - Methyl chloroform (1,1,1 trichloroethane)
  - Methylene chloride (dichloromethane)
  - Methylene chloride/chloroform mixture

## PROHIBITED AND RESTRICTED APPENDIX

- O-dichlorobenzene
- Perchloroethylene (tetrachloroethylene)
- Perchloroethylene/trichloroethylene mixture
- Poison/toxic inhalation hazard (PIH/TIH), including anhydrous ammonia, regardless of weight/quantity
- Trichloroethylene.

(See 17: Portable Tank Containers and Item 36: Hazardous Shipments.)

- **Price authority** stated on the shipping instructions **cannot be changed after** the shipment is **tendered** to BNSF. (See Item 7: Shipping Instructions).
- **Rail stop-off or intermediate stop.** (See Item 3: Price Authorities Application).

### RESTRICTED SHIPMENTS

The following shipments are classified as restricted. Unless otherwise stated, all restricted commodity provisions apply to both new and used conditions. The provisions stated herein and applicable Items must be executed. Additional restricted shipments information can be found in Item 35: Restricted Shipments.

- **Air-flight training aids, devices, or electronics.**
- **Ammunition.** This must be billed in accordance with applicable provisions of the Hazardous Material Transportation Act and comply with all regulations of (Title) 49 CFR. Shipments shall be protected at the Shipper's expense by applying a high security cable seal or bolt seal to the door hasp. The seal must be recorded on the shipping instructions.
- **Animals or carcasses.**
- **Asphalt, natural or asphalt compounds, by-products, or petroleum.**
- **Bakery product waste.**
- **Bulk bladders (flexi-tanks).** Prohibited if the shipment contains hazardous commodities. (See Item 19: Bulk Bladder Shipments and Item 34: Prohibited Shipments.)
- **Bulk commodities or products.** Any type of bulk commodity must be packaged, sealed, and/or loaded properly to prevent shifting, contamination, or remnants. Loading of loose bulk commodities or products without packaging or sealing is prohibited.

Bulk agricultural products can only be shipped in private equipment. Additional Bulk Agricultural Commodities requirements are

stated on

<http://www.bnsf.com/customers/how-can-i-ship/domestic-containers-and-trailers/bulk-ag-intermodal-shipments.html>.

When tendering bulk agricultural products, the Shipper is fully responsible for using private equipment that is no greater than ten (10) years old, is in suitable condition to carry concentrated weights, has no visible defects, and meets or exceeds AAR M-930 or M-931 specifications. Containers must be suitable to carry concentrated weight and capable of restraining outward pressure on the container that could lead to equipment failure during dynamic handling in the rail environment.

A bulkhead must be securely affixed at the rear of the equipment to ensure undue pressures are not exerted against the rear doors, which could lead to failure of the doors or discharge of product when the doors are opened. Bulkhead material and construction are subject to BNSF Load and Ride Solutions (LARS) approval.

Shipper will weigh and certify each load before tendering to BNSF. Bulk agricultural shipments require a certified scale ticket at in-gate that can be used to verify lading weight and ensure compliance with weight limitations. Shipments without this documentation or overweight shipments may be refused at the gate.

Maximum weight of a bulk shipment must not exceed the equipment manufacturer's cargo weight limitation, or BNSF's Intermodal maximum gross weight limitation. (See Item 13: Equipment Weight.)

A post loading inspection including, but not limited to, a thorough inspection of the undercarriage, flooring and all support components correcting defects of rejecting equipment, which could cause leakage or loss of product from the equipment while in BNSF possession. Any equipment exception to a component or significant deformation of any cross-member will cause the Shipper to reject the equipment and not tender the equipment to BNSF for transport.

If the shipment is found to be non-compliant, storage charges will apply for any shipment removed from transportation, along with all costs and expenses associated with additional handling and any disruption of

## PROHIBITED AND RESTRICTED APPENDIX

service and other applicable charges. BNSF will not be liable for product deterioration, equipment contamination, leakage, or product loss. (See Item 23: Shipment Adjustments.)

- **Bundled chassis** or other equipment. (See Item 18: Bundled Equipment.)
- **Carbon blacks** in private 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 equipment is in the rail carrier's possession. BNSF will not be liable for lading damage or deterioration due to doors or vents, which admit (or do not admit) rain, dirt, snow, heat, cold, air circulation, etc.
- **Cigarettes** and other tobacco products. This commodity may only be shipped in equipment lined with a waterproof liner six (6) millimeters thick that encapsulates the entire load for protection. Lining the equipment is the Shipper's sole responsibility.
- **Coiled metal products.** This includes coils of metal rolls, plates, sheets, and strips in excess of 3,500 pounds. Fiber-optic cable, wire rope, electrical cable or similar commodities on reels and spools are excluded from the Coiled Metal Letter of Agreement and Certification process.

In addition to the special provisions and a special price authority, other requirements are stated on

<http://www.bnsf.com/customers/how-can-i-ship/domestic-containers-and-trailers/coiled-metal-intermodal-shipments.html>. The Shipper must obtain and maintain insurance for a minimum of \$5 million and a copy of the insurance (and maintenance policies) must be provided to BNSF. Non-compliance to any term in this *BNSF Intermodal Rules and Policies Guide* or requirements stated on the Web will result in a \$10,000 charge per shipment, in addition to all other applicable charges stated in this *BNSF Intermodal Rules and Policies Guide*.

All coiled metal shipments must be tendered (in-gated) directly to a BNSF facility. BNSF will not accept coiled metal Intermodal shipments via steel-wheel interchange or

from on-dock (port) locations. (See Item 20: On-dock Facilities.)

Coiled metal shipments must comply with BNSF approved loading specifications. For each coiled metal shipment, Load and Ride Solutions (LARS) must approve the loading pattern and securement, and will issue an associated loading registration number. This number certifies the Shipper is using a BNSF specified loading pattern, securement, and weight distribution method. The Shipper must certify proper loading by submitting a Coiled Metal Equipment/Loading Certification for each coiled metal shipment. Certification must be done on-line (within secured <http://www.bnsf.com/> in the Waybill Management Tool) prior to moving the shipment. If LARS has not approved the loading method, the shipment cannot be tendered to BNSF. In addition, Shipper must provide a pre-loading inspection of the equipment to include all structural members, (i.e. stacking/corner posts, top/bottom rails, door and/or nose header) with a comprehensive inspection of the undercarriage, including cross-member/bottom rail junctions for cracks or failed welds and deterioration of the interior, and the undercarriage inspections of the floor will be conducted for suitability as well as tunnel bolster components. Any exceptions will require the Shipper to reject the piece of equipment for loading.

When tendering coiled metal products, the Shipper is fully responsible for using private equipment that is no greater than ten (10) years old, is in suitable condition to carry concentrated weights, has no visible defects, and meets or exceeds AAR M-930 or M-931 specifications. In addition, the Shipper must properly distribute the lading weight over the floor, sills, cross-members, and bottom rail supports by using a skid, sled, load and roll pallet, or bearing pieces.

Any coiled metal products weighing less than or equal to 5,000 pounds must be loaded on a hardwood skid (as defined by the AAR) that has a minimum deck surface dimensions of four (4) feet by four (4) feet, along with three (3) - four (4) inch by four (4) inch skid runners, unless exempted by Load and Ride Solutions (LARS).

## PROHIBITED AND RESTRICTED APPENDIX

Coiled products exceeding 5,000 pounds must be loaded on a load and roll pallet, sled, or similar type of weight distribution system, unless exempted by Load and Ride Solutions and will be designated by the registration number the Shipper applies on the Equipment/Loading Certification.

Metal coils weighing less than 3,500 pounds must be loaded as single coils, and cannot be stacked or loaded in a manner that produces additional concentrated weights on the floor of the equipment.

Maximum weight of a coiled metal shipment must not exceed the equipment manufacturer's cargo weight limitation, or BNSF's Intermodal maximum gross weight limitation of 58,000 pounds (consisting of lading and equipment). (See Item 13: Equipment Weight.)

Shipper must perform a post loading inspection, which includes a thorough inspection of the undercarriage, flooring, and all supporting components. Any equipment exception to a component or significant deformation of any cross-member will cause the Shipper to reject the equipment and not tender the equipment to BNSF for transport.

If the shipment is found to be non-compliant, storage charges will apply for any shipment removed from transportation, along with all costs and expenses associated with additional handling and any disruption of service and other applicable charges. (See Item 23: Shipment Adjustments.)

- **Copper cathode.**
- **Creosote or creosoted materials.**
- **Dimensional, high/wide or oversize loads.** (See Item 10: Equipment Specifications and Item 21: Oversized Shipments.)
- **Dump carts, trailers, and wagons.**
- **Fish scrap or meal.**
- **Firearms.** The shipment must be protected at the Shipper's expense by applying a high security cable seal or bolt seal (that meet ISO or ATSM standards) to the door hasp.
- **Flat racks, flat beds, or any open-top container** for domestic shipments. The restriction for this equipment does not apply to international traffic. However, dimensional, high-wide or oversized loads in flat racks, flat beds, or open-top equipment are Restricted for both domestic and international shipments. This equipment must be

inspected and approved by the BNSF Mechanical department prior to movement. (See Item 10: Equipment Specifications, Item 21: Oversized Shipments, and Appendix D.)

- **Fresh fruits and vegetables.** These may only move from hub-to-hub in private refrigerated equipment.

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 equipment 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 a placard is required by DOT regulations.
  2. Hazardous commodities moving by portable tank container. (See Item 17: Portable Tank Containers.)
  3. Chemicals derived from vanadium ore.
  4. Class 3 Flammable Liquids (defined in 49 CFR 173.120 Code of Federal Regulations) in temperature-controlled equipment UNLESS one of the following conditions is met:
    - Shipped in limited quantities (defined in 49 CFR 171.8 Code of Federal Regulations).
    - Temperature-controlled unit is running at a temperature of five (5) degrees Fahrenheit below the lowest flash point of the Class 3 flammable liquid in the load.
    - Equipment contains with a minimum of two (2) vents that are open when the equipment is tendered to BNSF. Each vent must be two hundred (200) square inches or larger.(See Item 16: Temperature-controlled Equipment.)
  5. Radioactive commodities.
  6. Polychlorinated biphenyl (PCB).
  7. Scrap batteries as described in Items 95150 to 95160 of AAR UFC 6000 Series. This commodity must be loaded on pallets (properly rear braced) with

## PROHIBITED AND RESTRICTED APPENDIX

stretch-wrap around each pallet and the entire load encapsulated in a six (6) millimeter thick plastic liner.

8. **Poison/toxic inhalation hazardous (PIH/TIH).** These commodities are prohibited in quantities greater than 1,000 pounds per shipment, or regardless of weight in a tank container.

(Additional requirements are stated in Item 7: Shipping Instructions and Item 36: Hazardous Shipments. Prohibited hazardous information can be viewed at

<http://www.bnsf.com/customers/how-can-i-ship/domestic-containers-and-trailers/prohibited-commodities.html>.)

- **Hides, pelts, skins, or any other animal products** with contaminating odor. The shipment must be packaged or sealed to prevent leakage. Any equipment found leaking would be rejected or set out of a train for the Shipper's handling. If a shipment is found to be leaking, the Shipper will be responsible for all clean up and any associated costs and expenses. (See Item 23: Shipment Adjustments.)
- **High or extraordinary value** commodities, equipment, or property. (If value exceeds BNSF's maximum liability. See the Liability Chapter.)
- **Household goods or personal goods** (subject to a release value not to exceed 10 cents per pound). Lading must be secured in equipment to avoid moving or shifting, and must be loaded to ensure proper weight distribution, which does not exceed gross weight restrictions on BNSF. The Shipper agrees to indemnify and hold BNSF harmless from all loss or damage of such goods. The Shipper must maintain liability insurance to cover the contents value. Any hazardous commodities must be declared, packaged, and secured in conformance with BNSF and 49 CFR Regulations. (See 36: Hazardous Shipments.) Under no circumstances will BNSF accept any commodity deemed illegal or contraband under United States Federal or State Regulation.
- **Irradiated cask containers.**
- **LTL** (less than truckload) shipments.
- **Logs.**
- **Mail.** United States mail that is stamped or metered moving to and/or from a United States Postal Service bulk mail center.
- **Military communications outfits**, telegraph, telephone, teletype, or related radio equipment.
- **Missiles, rockets**, electronic apparatus, frame assemblies, or guidance systems.
- **Nuclear materials, substances.**
- **Package and parcel** shipments.
- **Plants.** 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 equipment 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.
- **Road-railers.**
- **Railway wheels.**
- **Rolled paper.**
- **Rolling mills.** Proper weight distribution can be accomplished by use of bearing pieces, cribbing, or other proper securing items.
- **Scrap metal (loose or packaged), machinery, equipment, motors, or cylindrical scrap metal objects.** Scrap metal (loose or packaged), machinery, equipment, and motors must be properly described, loaded, secured, and measures taken to prevent leakage. Proper weight distribution can be accomplished by using bearing pieces, cribbing, and other proper securing items.

Under no circumstances can a cylindrical-shaped scrap metal object that weighs more than 3,500 pounds be loaded directly on the floor of the equipment. The scrap metal objects must be secured on bearing pieces, pallets, skids that properly distribute the concentrated weight as outlined in Item 9: Shipper Loading and Unloading Equipment.

BNSF Load and Ride Solutions (LARS) must approve the loading, blocking and bracing of cylindrical-shaped scrap metal objects that weigh more than 3,500 pounds prior to the shipment.

These shipments must be tendered (ingated) directly to a BNSF facility. BNSF will not accept these shipments via steel wheel-

## PROHIBITED AND RESTRICTED APPENDIX

interchange or from on-dock (port) locations. When tendering these shipments, the Shipper is fully responsible for using private equipment that is no greater than ten (10) years old, is in suitable condition to carry concentrated weights, has no visible defects, and meets or exceeds AAR M-930 or M-931 specifications.

- **Shellfish** (such as clam, mussel or oyster) in **bulk** or in **raw state**.
- **Tank containers.** (See Item 17: Portable Tank Containers and Item 34: Prohibited Shipments.)
- **Temperature-controlled** (or refrigerated) **equipment** or **commodities requiring protection from heat or cold.** (See Item 16: Temperature-Controlled Equipment.)
- **Tires** must be properly loaded to ensure the equipment sides do not bulge and the lading weight remains distributed equally during transit.
- **Transportation vehicle, machinery, or equipment.** This includes, but is not limited to, aircraft, agriculture, construction, mining, recreation, transportation and watercraft vehicles, machinery and equipment. Lading must be secured in the equipment to avoid shifting and must be loaded to ensure proper weight distribution, which does not exceed gross weight restrictions on BNSF. Contact Load and Ride Solutions (LARS).
- **Transportation vehicle, machinery or equipment components** that contain oil and grease, including, but not limited to, axles, differentials, engine blocks, motors, and transmissions. These must be properly described, loaded, secured and measures taken to prevent leakage.
- **Waste materials, non-hazardous** (Title 40, Code of Federal Regulations). Hazardous waste is prohibited.

# STORAGE APPENDIX

## APPENDIX F: STORAGE

### STORAGE TABLES

Equipment storage free time and charges below are applicable on all shipments and service levels at BNSF Intermodal Facilities. The facilities for each Group are located on the next page. These tables are for reference and are not comprehensive. For additional Storage details, see Item 37: Storage.

#### Group 1

| MON | TUE | WED   | THU   | FRI   | SAT   | SUN   | MON   | TUE   | WED   | THU   |
|-----|-----|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| N   | F   | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 |
|     | N   | F     | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 |
|     |     | N     | F     | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 |
|     |     |       | N     | F     | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 |
|     |     |       |       | N     | F     | \$150 | \$150 | \$150 | \$150 | \$150 |
|     |     |       |       |       | N     | S     | F     | \$150 | \$150 | \$150 |
|     |     |       |       |       |       | S     | N     | F     | \$150 | \$150 |
|     |     |       |       |       |       |       | N     | F     | \$150 | \$150 |

#### Group 2

| MON | TUE | WED | THU   | FRI   | SAT   | SUN   | MON   | TUE   | WED   | THU   |
|-----|-----|-----|-------|-------|-------|-------|-------|-------|-------|-------|
| N   | F   | F   | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 |
|     | N   | F   | F     | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 |
|     |     | N   | F     | F     | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 |
|     |     |     | N     | F     | F     | \$150 | \$150 | \$150 | \$150 | \$150 |
|     |     |     |       | N     | F     | S     | F     | \$150 | \$150 | \$150 |
|     |     |     |       |       | N     | S     | F     | F     | \$150 | \$150 |
|     |     |     |       |       |       | S     | N     | F     | F     | \$150 |

#### Group 3

| MON | TUE | WED | THU   | FRI   | SAT   | SUN   | MON   | TUE   | WED   | THU   |
|-----|-----|-----|-------|-------|-------|-------|-------|-------|-------|-------|
| N   | F   | F   | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 |
|     | N   | F   | F     | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 |
|     |     | N   | F     | F     | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 |
|     |     |     | N     | F     | F     | \$100 | \$100 | \$100 | \$100 | \$100 |
|     |     |     |       | N     | F     | S     | F     | \$100 | \$100 | \$100 |
|     |     |     |       |       | N     | S     | F     | F     | \$100 | \$100 |
|     |     |     |       |       |       | S     | N     | F     | F     | \$100 |

N = Notification. If notification occurs after 5 p.m., the day of notification is the following day.  
 F = Free time. This is the day of notification, plus applicable free hours for all equipment.  
 S = Sunday occurring within free time is excluded from free time calculation.

## STORAGE APPENDIX

### STORAGE FACILITIES

Equipment Storage at the BNSF Intermodal Facilities is applicable on all shipments and service levels. This is for reference and is not comprehensive. For additional Storage details, see Item 37: Storage.

| Group 1 | 24 hours free time | \$150 storage charge per day |
|---------|--------------------|------------------------------|
|---------|--------------------|------------------------------|

Kansas City, KS  
Los Angeles, CA

| Group 2 | 48 hours free time | \$150 storage charge per day |
|---------|--------------------|------------------------------|
|---------|--------------------|------------------------------|

Alliance, TX  
Atlanta (Fairburn), GA  
Chicago (Cicero), IL  
Houston, TX  
Memphis, TN  
Oakland International Gateway, CA  
San Bernardino, CA  
Seattle, WA  
St. Louis, MO  
St. Paul, MN  
Stockton, CA

| Group 3 | 48 hours free time | \$100 storage charge per day |
|---------|--------------------|------------------------------|
|---------|--------------------|------------------------------|

Albuquerque, NM  
Amarillo, TX  
Billings, MT  
Birmingham, AL  
Chicago (Corwith), IL  
Chicago (Willow Springs), IL  
Denver, CO  
Dilworth, MN  
El Paso, TX  
Fresno, CA  
Logistics Park Chicago, IL  
New Orleans, LA  
Omaha, NE  
Phoenix, AZ  
Portland, OR  
South Seattle, WA  
Spokane, WA

Note = Storage is different at the Chicago facilities (Cicero, Corwith, and Willow Springs); however, the shipping instructions and price authority must indicate Chicago. BNSF determines the applicable Chicago facility and will not dray or transfer shipments between the Chicago facilities.

# EQUIPMENT DETENTION APPENDIX

## APPENDIX G: EQUIPMENT DETENTION (DRAYAGE)

### EQUIPMENT DETENTION (DROP AND PULL) TABLES

#### RETURNED LOADED

Detention free time and charges tables below are applicable on all equipment that departs (out-gates) a BNSF facility and then returns (in-gates) to BNSF as a Loaded shipment. These are for reference and are not comprehensive. For complete details, see Item 39: Drayage Services.

#### Summary

| Departs BNSF | Returns BNSF | Free Days | Charge per Day |
|--------------|--------------|-----------|----------------|
| Load         | Load         | 5         | \$25           |
| Empty        | Load         | 3         | \$25           |

#### Load Out / Load In

| MON | TUE | WED | THU | FRI | SAT | SUN  | MON  | TUE  | WED  | THU  | FRI  | SAT  |
|-----|-----|-----|-----|-----|-----|------|------|------|------|------|------|------|
| OG  | F   | F   | F   | F   | F   | \$25 | \$25 | \$25 | \$25 | \$25 |      |      |
|     | OG  | F   | F   | F   | F   | F    | \$25 | \$25 | \$25 | \$25 | \$25 |      |
|     |     | OG  | F   | F   | F   | F    | F    | \$25 | \$25 | \$25 | \$25 | \$25 |
|     |     |     | OG  | F   | F   | F    | F    | F    | \$25 | \$25 | \$25 | \$25 |
|     |     |     |     | OG  | F   | F    | F    | F    | F    | \$25 | \$25 | \$25 |
|     |     |     |     |     | OG  | F    | F    | F    | F    | F    | \$25 | \$25 |
|     |     |     |     |     |     | OG   | F    | F    | F    | F    | F    | \$25 |

#### Empty Out / Load In

| MON | TUE | WED | THU | FRI  | SAT  | SUN  | MON  | TUE  | WED  | THU  |
|-----|-----|-----|-----|------|------|------|------|------|------|------|
| OG  | F   | F   | F   | \$25 | \$25 | \$25 | \$25 | \$25 |      |      |
|     | OG  | F   | F   | F    | \$25 | \$25 | \$25 | \$25 | \$25 |      |
|     |     | OG  | F   | F    | F    | \$25 | \$25 | \$25 | \$25 | \$25 |
|     |     |     | OG  | F    | F    | F    | \$25 | \$25 | \$25 | \$25 |
|     |     |     |     | OG   | F    | F    | F    | \$25 | \$25 | \$25 |
|     |     |     |     |      | OG   | F    | F    | F    | \$25 | \$25 |
|     |     |     |     |      |      | OG   | F    | F    | F    | \$25 |

OG = Out-gate. Equipment departs the BNSF facility.  
 F = Free time. Days excluded from the detention charge.  
 \$25 = After free time has expired, the detention charge is \$25 per day.

# EQUIPMENT DETENTION APPENDIX

## EQUIPMENT DETENTION TABLES (CONTINUED)

### RETURNED EMPTY

Detention free time and charges tables below are applicable on all equipment that departs (out-gates) BNSF and then returns (in-gates) to BNSF as an Empty shipment. These are for reference and are not comprehensive. For complete details, see Item 39: Drayage Services.

#### Summary

| Departs BNSF | Returns BNSF | Free Days | Charge per Day |
|--------------|--------------|-----------|----------------|
| Load         | Empty        | 3         | \$25           |
| Empty        | Empty        | 0         | \$25           |

#### Load Out / Empty In

| MON | TUE | WED | THU | FRI  | SAT  | SUN  | MON  | TUE  | WED  | THU  |
|-----|-----|-----|-----|------|------|------|------|------|------|------|
| OG  | F   | F   | F   | \$25 | \$25 | \$25 | \$25 | \$25 |      |      |
|     | OG  | F   | F   | F    | \$25 | \$25 | \$25 | \$25 | \$25 |      |
|     |     | OG  | F   | F    | F    | \$25 | \$25 | \$25 | \$25 | \$25 |
|     |     |     | OG  | F    | F    | F    | \$25 | \$25 | \$25 | \$25 |
|     |     |     |     | OG   | F    | F    | F    | \$25 | \$25 | \$25 |
|     |     |     |     |      | OG   | F    | F    | F    | \$25 | \$25 |
|     |     |     |     |      |      | OG   | F    | F    | F    | \$25 |

#### Empty Out / Empty In

| MON  | TUE  | WED  | THU  | FRI  | SAT  | SUN  |
|------|------|------|------|------|------|------|
| \$25 | \$25 | \$25 | \$25 | \$25 |      |      |
|      | \$25 | \$25 | \$25 | \$25 | \$25 |      |
|      |      | \$25 | \$25 | \$25 | \$25 | \$25 |
|      |      |      | \$25 | \$25 | \$25 | \$25 |
|      |      |      |      | \$25 | \$25 | \$25 |
|      |      |      |      |      | \$25 | \$25 |
|      |      |      |      |      |      | \$25 |

OG = Out-gate. Equipment departs the BNSF facility.  
 F = Free time. Days excluded from the detention charge. No free time for Empty out/in scenario.  
 \$25 = After free time has expired, the detention charge is \$25 per day.

# CHARGES AND AMOUNTS APPENDIX

## APPENDIX H: CHARGES AND AMOUNTS

### CHARGES SUMMARY

Summary of charges stated throughout this *BNSF Intermodal Rules and Policies Guide*. This is for reference and is not comprehensive. See the appropriate Item for the complete details. All charges are subject to change. Multiple charges can be assessed, when applicable.

#### Operational Impact

| Low (\$100)   | Medium (\$500)  | High   | As Applicable   |
|---|---|--|---|
| <ul style="list-style-type: none"> <li>▪ Chassis exceptions</li> <li>▪ Drayage</li> <li>▪ Cancellation/inability</li> <li>▪ Lifts (flips)</li> <li>▪ Misdescription weight per 1,000 pounds</li> <li>▪ Salvage value</li> <li>▪ Shipping instructions changes - not via EDI or Web, when BNSF personnel involved, remove equipment prior railcar loading</li> </ul> | <ul style="list-style-type: none"> <li>▪ Equipment claims, exceeds</li> <li>▪ Improper blocked/braced</li> <li>▪ Improper price authority for non-restricted/restricted shipments</li> <li>▪ Misdescription non-restricted/prohibited</li> <li>▪ Not liable for damage less than \$500</li> <li>▪ Shipping instructions - deramp or destination change</li> </ul> | <ul style="list-style-type: none"> <li>▪ Coiled metal \$10,000</li> <li>▪ Overweight \$5,000</li> <li>▪ Restricted \$5,000</li> <li>▪ Set out of train \$5,000</li> <li>▪ Prohibited/Embargoed \$10,000</li> </ul> | <ul style="list-style-type: none"> <li>▪ Accessorial services</li> <li>▪ Claims</li> <li>▪ Credit/Collections</li> <li>▪ Detention</li> <li>▪ Driver standby</li> <li>▪ 49 USC</li> <li>▪ Invoice disputes/finance charges</li> <li>▪ Insurance - coiled metal, private, UIIA</li> <li>▪ Limited liability</li> <li>▪ On-dock</li> <li>▪ Price authority (rate)</li> <li>▪ Prohibited/Restricted</li> <li>▪ Shipper liability</li> <li>▪ Storage</li> <li>▪ Surcharges/Special Assessments</li> <li>▪ Shipper Loading/Unloading</li> <li>▪ Shipment adjustments</li> <li>▪ Testing devices</li> </ul> |

## CHARGES AND AMOUNTS APPENDIX

### CHARGES AND ITEMS

The Shipper is responsible for all charges stated throughout this *BNSF Intermodal Rules and Policies Guide*. As reference, some of the Items and associated charges are listed. See the appropriate Item for the complete details. All charges are subject to change. Multiple charges can be assessed, when applicable.

| ITEMS   | CHARGES   |
|---|---|
| <b>CREDIT AND COLLECTIONS</b>   |   |
| Item 2: Credit and Collections - freight, accessorial, finance charge, dispute  | as applicable   |
| Item 3: Price Authorities Application - stated on shipping instructions<br>Improper price authority   | as applicable<br>\$500 per shipment   |
| Item 4: Surcharges and Special Assessments<br>Fuel, Peak Season, Other Surcharges and Assessments<br>Hazardous Surcharge<br>Household Goods and Automobiles   | as applicable<br>as applicable<br>\$80 per shipment<br>\$250 per shipment   |
| Item 5: Accessorial Services  | as applicable   |
| <b>SHIPPING INSTRUCTIONS</b>  |   |
| Item 7: Shipping Instructions<br>Missing export documentation<br>Misdescription for non-prohibited or non-restricted shipments<br>Changes not made via EDI or Web<br>Changes with BNSF personnel involved<br>Changes to remove equipment prior to outbound movement<br>Changes to destination/deramp after equipment is loaded on railcar | as applicable<br>\$100 per shipment<br>\$500 per shipment<br>\$100 per shipment<br>\$100 per shipment<br>\$100 per shipment<br>\$500 per shipment |
| <b>EQUIPMENT</b>  |   |
| Item 9: Shipper Loading and Unloading   | as applicable   |
| Item 11: Driver Registration<br>Insurance required for general liability and automobile<br>Insurance required for trailer interchange<br>Insurance required for cargo (lading)  | Shipper's expense<br>\$1,000,000 coverage<br>\$20,000 coverage<br>\$100,000 coverage  |
| Item 12: Private Equipment Insurance<br>Minimum insurance per each occurrence<br>Minimum insurance for aggregate limit<br>Minimum insurance for automobile<br>Minimum employer's liability per accident, disease and employee   | Shipper's expense<br>\$1,000,000 coverage<br>\$2,000,000 coverage<br>\$1,000,000 coverage<br>\$500,000 coverage                                   |
| Item 13: Equipment Weight - tender overweight<br>Misdescribed weight  | \$5,000 per shipment<br>\$100 per 1000 pounds   |
| Item 14: Lift Provisions - additional lifts<br>Private equipment left on railcar due to no chassis  | \$100 per lift<br>as applicable   |
| Item 15: Furnishing Chassis<br>Exceptions at Oakland, Portland, Seattle, S. Seattle, Tacoma<br>Chassis reposition<br>Pre-mount chassis requested and fails to depart facility   | \$100 per shipment<br>as applicable<br>as applicable  |
| Item 16: Temperature-Controlled Equipment - inspection, non-compliant   | as applicable   |
| Item 17: Portable Tank Container - non-compliant  | as applicable   |
| Item 18: Bundled Equipment - non-compliant  | as applicable   |
| Item 19: Bulk Bladder Shipments - non-compliant   | as applicable   |
| Item 20: On-dock Facilities - incorrect loading, non-compliant  | as applicable   |
| Item 21: Oversized Shipments - non-compliant  | as applicable   |

## CHARGES AND AMOUNTS APPENDIX

|   |   |
|---|---|
| Item 23: Shipment Adjustments<br>Improperly blocked, braced, distributed weight, loaded<br>Set out of train<br>Non-compliant, incident, charges   | \$500 per shipment<br>\$5,000 per shipment<br>as applicable   |
| Item 24: Equipment Inspections - testing devices  | as applicable   |
| <b>LIABILITY</b>  |   |
| Item 25: Shipper General Liability  | as applicable   |
| Item 27: General Lading and Equipment Liability<br>BNSF not liable for damage less than   | \$500 per shipment  |
| Item 28: Lading Liability and Claims - maximum  | \$200,000 per shipment  |
| Item 29: Equipment Liability and Claims - repair, salvage, costs<br>Manufactured date, when claims exceed<br>Depreciated value, when repairs exceed<br>Salvage value per equipment<br>Depreciated value - trailer, container, chassis | as applicable<br>\$500 per shipment<br>\$1,000 per shipment<br>\$100 per shipment<br>see formula and tables   |
| Item 30: 49 USC 11706 Liability Terms - minimum   | 200% of applicable rate   |
| <b>PROHIBITED, RESTRICTED, AND HAZARDOUS</b>  |   |
| Item 34: Prohibited Shipments - non-compliant   | \$10,000 per shipment   |
| Item 35: Restricted Shipments - non-compliant<br>Coiled Metal shipment - non-compliant<br>Coiled Metal Shipper supplied minimum insurance   | \$5,000 per shipment<br>\$10,000 per shipment<br>\$5,000,000 coverage   |
| Item 36: Hazardous Shipments - non-compliant  | as applicable   |
| <b>STORAGE</b>  |   |
| Item 37: Storage<br>Group 1 Facilities<br>Group 2 Facilities<br>Group 3 Facilities  | as applicable<br>\$150 per day after 24 hours<br>\$150 per day after 48 hours<br>\$100 per day after 48 hours |
| <b>DRAYAGE</b>  |   |
| Item 38: Drayage - cancellation, drayage inability  | \$100 per attempt   |
| Item 39: Drayage Services<br>Detention - drop and pull<br>Driver Standby - after free time  | as applicable<br>\$25 day<br>\$25 each 15 minutes   |

# CONTACTS AND PHONE NUMBERS

## APPENDIX I: CONTACTS AND PHONE NUMBERS

### PRIMARY PHONE NUMBER

The primary phone number to reach BNSF Intermodal and related areas is **1-888-428-2673**.

Phone numbers mentioned in this *BNSF Intermodal Rules and Policies Guide* are listed on the next page.

**BNSF Intermodal Marketing: 1-888-IBU-BNSF (1-888-428-2673)**

Select from the following options:

**1 Equipment Tracing**

**2 Release and Order In (not applicable to Intermodal)**

**3 Shipping Instructions**

- 1 BNSF.com and EDI support
- 2 Submit or change shipping instructions
- 3 Invoices

**4 Customer Support**

- 1 BNSF.com and EDI pattern support
- 2 Intermodal Marketing
  - 2 Marketing
    - 1 New Customers
    - 2 IMC
    - 3 LTL / Parcel
    - 4 Truckload
    - 5 International
    - 6 National Accounts / Sales
    - 7 Temperature-Controlled
    - 8 Automotive
- 3 Customer Support


## CONTACTS AND PHONE NUMBERS

### ADDITIONAL CONTACTS AND PHONE NUMBERS

Contacts and phone numbers stated in this *BNSF Intermodal Rules and Policies Guide*.

| FUNCTION, AREA, OR DEPARTMENT  | PHONE AND/OR FAX                                  |
|--|---|
| Accounts Receivables   | 1-888-428-2673, option 3, 3                       |
| Billing and Storage  | 1-888-428-2673, option 3                          |
| Barrier Seals (Resource Protection Services)   | 1-800-832-5452                                    |
| Chassis Registration for private chassis   | 1-817-867-6447<br>1-817-352-7198 fax              |
| Claims for freight or lading claims  | 1-800-333-4686 phone<br>1-785-435-4120 fax        |
| Credit department  | 1-817-352-4194 phone<br>1-817-352-7665 fax        |
| Customer Support   | 1-888-428-2673, option 4, 3                       |
| Detention  | 1-888-428-2673                                    |
| Drayage Cancellation of BNSF drayage (BNSF Highway Services Center)                                  | 1-800-446-6554, option 5                          |
| Driver Assist (BNSF Highway Services Center)   | 1-800-446-6554, option 5                          |
| Equipment report damaged, stolen, or destroyed equipment   | 1-800-446-6554, option 2, 2<br>1-800-259-4253 fax |
| Equipment Maintenance  | 1-800-446-6554, option 2                          |
| Equipment Registration   | 1-817-867-6447                                    |
| Equipment Shortages or Seals Missing (LARS)  | 1-800-333-4686                                    |
| Equipment Specifications (Hub Operations)  | 1-817-867-6388                                    |
| Freight (lading) Claims  | 1-800-333-4686 phone<br>1-785-435-4120 fax        |
| Hub Operations for equipment specifications or obtain a hub manual                                   | 1-817-867-6388                                    |
| Interactive Voice Response (IVR)   | 1-888-428-2673, option 1                          |
| Intermodal Association of North America for UIIA and driver registration                             | 1-301-474-8700                                    |
| Load and Ride Solutions (LARS) reporting loss or damage  | 1-800-333-4686 or<br>1-888-428-2673               |
| Marketing (Intermodal)   | 1-888-428-2673, option 4, 2                       |
| New Customers (Intermodal Marketing)   | 1-888-428-2673, option 4, 2                       |
| Notify Party Changes after unloaded from a railcar   | 1-800-446-6554, option 4                          |
| Notification (storage) Refusals to the Notification Desk   | 1-800-699-9368 fax                                |
| On-dock Facilities to receive a Hub Operations Manual  | 1-817-867-6388                                    |
| Pre-mount Guarantee or Copy of the Check faxed to Storage department                                 | 1-800-234-5079 fax                                |
| Private Chassis Registration   | 1-817-352-7198 fax                                |
| Protection Solutions for barrier seal questions  | 1-800-832-5452                                    |
| Revenue PreRate and Waybilling department  | 1-888-428-2673                                    |
| Service Interruption Hot Line  | 1-888-428-2673                                    |
| Shipping Instructions  | 1-888-428-2673, option 3                          |
| Shipping Instructions Change to Notify Party after unloaded from a railcar (Highway Services Center) | 1-800-446-6554, option 4                          |
| Storage Notification Refusals  | 1-800-699-9368 fax                                |
| Tracing Shipments on the BNSF network  | 1-888-428-2673, option 1                          |
| UIIA Agreement (Intermodal Association of North America)   | 1-301-474-8700                                    |
| UIIA Drayage Companies   | 1-877-438-8442                                    |
| Waybill Information to verify receipt of shipping instructions                                       | 1-800-786-2873 or<br>1-888-428-2673, option 3     |

## ADVISORY

|  |  |
|--|--|
| <h1>MarketingNews</h1>   |                                |
| <hr style="border: 2px solid orange;"/>  |  |
| <p>To: BNSF Intermodal Customers</p>   | <p>May 30, 2008</p>  |
| <h2 style="text-align: center;">Redesigned Intermodal Rules and Policies Guide<br/>Simplified and Streamlined</h2>   |  |
| <p>Based on your feedback, BNSF has redesigned the <i>Intermodal Rules and Policies Guide (R&amp;PG)</i>, effective July 1, 2008, to make doing business with BNSF easier. This redesign represents the first major revision to the R&amp;PG in more than three years, and features a new layout and organization designed to help simplify the shipping process for our intermodal customers.</p>   |  |
| <p>The R&amp;PG has been improved as noted below:</p>  |  |
| <ul style="list-style-type: none"> <li>▪ <b>Simplified</b> – Information has been reorganized to help customers find the most important items. Critical or commonly-used items have been moved to the front, while exceptions and less common activities have been moved to the back. Shipper and BNSF roles and responsibilities are clearer.</li> <li>▪ <b>Streamlined</b> – The new version is significantly shorter, as some sections have been deleted and redundancy has been eliminated. The number of shipping events that can result in charges has been reduced by more than a third, and charges have been placed into logical groupings. (See Appendix G for a summary of charges.)</li> <li>▪ <b>More Environmentally Friendly</b> – Unlike prior versions, the sole distribution method for this edition will be the BNSF Web site. In an effort to minimize waste and conserve energy, we will no longer be printing or distributing paper versions of the R&amp;PG.</li> </ul> |  |
| <p>The new R&amp;PG also features an updated layout that is more customer-friendly and a <a href="#">shipping activity flow chart</a> to help customers understand the scope of activities covered.</p>  |  |
| <p>This R&amp;PG replaces the previous version. To review the new version of the R&amp;PG, visit <a href="http://www.bnsf.com">www.bnsf.com</a> and look under Markets, Intermodal, References, then Rules and Policies Guide, or <a href="#">click here</a>.</p>  |  |
| <p>If you have questions, please contact your BNSF Intermodal Sales Representative at 888-428-2673.</p>  |  |
| <p><u>Highlights of some key changes to rules and policies are listed below*:</u></p>  |  |
| <ul style="list-style-type: none"> <li>• Chapters and Items – Table of Contents (pg. 4)</li> <li>• Shipping Instructions Changes – Item 9 (pg. 14)</li> <li>• Overweight shipment charges – Item 15 (pg. 23)</li> <li>• Lift (flip) charges – Item 16 (pg. 24)</li> <li>• Flat tire responsibilities for Equipment Inspections – Item 28 (pg. 32)</li> <li>• Shipper Liability – Item 29 (pg. 35)</li> <li>• Maximum Limited Liability – Item 32 (pg. 38)</li> <li>• Minimum Lading and Equipment Claims – Items 32 &amp; 33 (pg. 38-39)</li> <li>• Equipment Depreciation Factors – Item 36 (pg. 43) &amp; Appendix F (pg. 85)</li> <li>• Restricted and Prohibited Shipments – Item 42 &amp; 43 (pg. 46) &amp; Appendix B (pg. 75)</li> </ul>  |  |
| <p>* <u>Note:</u> This list of changes is not exhaustive. Please review the new R&amp;PG.</p>  |  |
| <p>This Marketing News bulletin is designed to inform BNSF customers of new service or product offerings, or of permanent changes to existing service.</p>   | <p>This Marketing News bulletin is posted on our Web site at <a href="http://www.bnsf.com">www.bnsf.com</a>.</p> |

## CHANGES

- 07/08/08 - Added new Tank Containers weight effective 7/15/08 (Advisory 7/8/08).
- 09/23/08 - Updated Definitions (Bill of Lading, Freight Charge, Shipping Instructions, and Surcharges) and Special Assessments.
- 11/06/08 - Updated TIH/PIH to include anhydrous ammonia, as addressed by edits.
- 01/13/09 - Added Prohibited Explosive Hazardous weight restrictions effective 2/15/09 (Advisory 1/14/09).
- 03/30/09 - Updated listing of surcharges.
- 04/02/09 - Clarified definition of High or Extraordinary Value.
- 05/05/09 - Coiled Metal Certification on-line replaces fax (effective 5/11/09). Logs become Restricted effective 6/11/09 (Advisory 5/5/09).
- 07/22/09 - Removed AAR-600 references.
- 09/16/09 - Added price authority to the Governing Law Item.
- 09/21/09 - Removed ACH payment option.
- 10/26/09 - Updated "Claims Solutions" department name with "Freight Claims".
- 11/24/09 - Removed shortages aspects in the Lading Loss and Damage Liability Item.
- 12/03/09 - Updated in-bond information in the Shipment Adjustments Item.
- 12/14/09 - Changed Memphis Storage from 24 to 48 hours effective 12/21/09 (Advisory 12/15/09).
- 01/21/10 - Added "used" to define the "Scrap" Restricted commodities.
- 01/25/10 - Added excluded commodities to the Restricted Coiled Metal definition.
- 03/04/10 - Updated Restricted commodities, 20' containers, tank containers, and embargo aspects effective 4/15/10 (Advisory 3/4/10).
- 05/17/10 - Updated links to correspond with bnsf.com redesign (Advisory 5/10/10).
- 09/23/10 - Added cannot dray explosives and residue definition (Advisory 9/23/10).
- 11/01/10 - Replaced all M-9931 equipment references with RP-931 and changed Storage 5 o (chassis) to apply first 12:01 am to be consistent with 5 s (railcars).
- 12/23/10 - Updated Chassis, Equipment and Hub phone numbers.
- 03/08/11 - Added location to send insurance certificates, stop-order definition, clarification of Sunday holiday, and no transfers between Chicago facilities, and replaced security deposit with surety bond.
- 03/21/11 - Combined previous Items: Item 2: Credit and Collections & Item 6: Invoice Disputes; Item 8: Shipping Instructions & Item 9: Shipping Instructions Changes; Item 12: Equipment Specifications & Item 23: Private Empty Equipment; Item 32: Lading Loss and Damage Liability & Item 35: Lading Claims; Item 33: Equipment Loss and Damage Liability, Item 22: Newly Manufactured Equipment & Item 36: Equipment Claims; Item 38: Governing Law, Item 39: Arbitration & Item 41: Strike Provisions; Item 48: International Drayage & Item 49: Drayage Services (became Drayage); Item 46: Detention & Item 47: Driver Standby (became Drayage Services). Reordered the Appendixes. Content was not changed; however, existing Items were renumbered.
- 04/26/11 - Updated Credit section 3 with other forms of security.
- 06/13/11 - Added the CSX UIIA Addendum for Atlanta shipments.
- 10/27/11 - Added Lift charge for Tank Containers less than 8' high, Prohibited cross-town, drayage or interchange of Coiled Metal and Scrap Metal, and added removal of chassis locking devices (Advisory 10/27/11).
- 11/01/11 - Updated insurance vendor.
- 12/05/11 - Added improper price authority charge and transfer of explosives (Advisory 12/5/11).
- 12/30/11 - Updated link to fuel surcharge.
- 01/06/12 - Added "regardless of equipment" to Equipment Weight for sled or LRP.
- 02/13/12 - Replaced Freight Claims phone number (from 1-800-234-9652 to 1-800-333-4686).
- 04/17/12 - Added "Standard" to the Premium Service Level.