

LOUISVILLE & INDIANA RAILROAD COMPANY



FREIGHT TARIFF LIRC 8001-D (Cancels Freight Tariff LIRC 8001-C)

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**GENERAL RULES AND CHARGES
APPLYING
AT
ALL STATIONS
ON THE
LOUISVILLE & INDIANA RAILROAD COMPANY**

GENERAL RULES TARIFF

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EFFECTIVE: February 1, 2025

ISSUED BY

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FT LIRC 8001-D

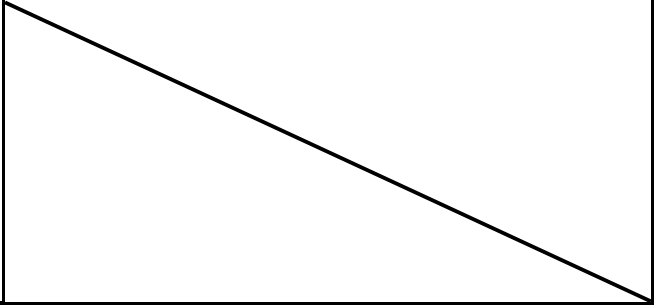
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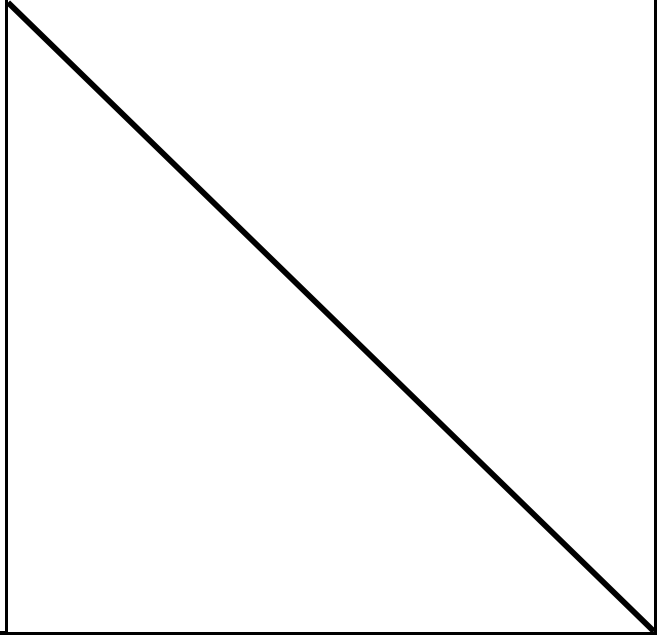
RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS	RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS
<p>ITEM 20</p> <p>BANKRUPTCY OR INSOLVENCY</p> <p>A. In the event Shipper files or is the subject of a filed petition in bankruptcy and Shipper has a transportation contract or other agreement with LIRC (collectively "Agreement"), Shipper will, as soon as practicable:</p> <ol style="list-style-type: none"> (1) Identify LIRC as a "Critical Vendor" of essential services as that term is interpreted and understood within the context of a bankruptcy proceeding; (2) Identify any Agreement with LIRC under which there remains continuing unperformed obligations; and, (3) Choose to elect to either assume or reject such Agreements identified pursuant to paragraph (2) above within (60) days of the date of the filing of the Shipper's petition in bankruptcy. <p>B. In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without LIRC consent, unless LIRC is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with LIRC as security for the timely payment of switching and line-haul charges an amount equal to the average thirty (30) day accrual for such charges as or security guarantees in form and substance satisfactory to LIRC from one or more persons who satisfy LIRC's standard of creditworthiness.</p>	<p>ITEM 25 (Cont'd)</p> <p>CREDIT TERMS</p> <p>NOTE: Errors discovered in bills by customers should be corrected by customers and paid accordingly accompanied with an explanation of shortage or overage. Payment of all bills, including those corrected by customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice patron's claims, filed within the statutory period, for refund of over-charges. If customers receive bills that they feel they are not responsible for paying, they must notify the carrier within the credit terms that they are not responsible for paying the bills.</p> <p>Payment of an amount less than stated on a LIRC invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary as payment on the payer's remittance. Acceptance by LIRC of the lesser amount will not constitute an accord and satisfaction. The payer will be advised of any remaining balance deemed due after application of the remitted funds.</p>
<p>ITEM 25</p> <p>CREDIT TERMS</p> <p>If Credit is extended to Applicant for the payment of transportation charges, Applicant agrees to pay such transportation charges within the following time periods:</p> <ol style="list-style-type: none"> (a) Freight charges - 15 Calendar days from the date of the freight bill. (b) Miscellaneous charges (e.g., demurrage, switching, weighing) - 30 calendar days from the date of the miscellaneous bill (c) Additional charges for freight transportation and related services (e.g. balance due bills) - 30 calendar days from the date of bill for additional charges. <p>(Continued in next column)</p>	<p>ITEM 30</p> <p>FINANCE CHARGE</p> <p>LIRC will assess a finance charge of the lesser of 12% annual percentage rate (0.0329% per day) and the highest annual percentage rate then permitted by applicable law against linehaul freight charges billed on or after March 1, 2009, that are not received by LIRC within the credit term provided. The finance charge will not apply against disputed linehaul freight charges that are found by LIRC to have been incorrectly billed. The finance charge will be assessed on the unpaid balance of any linehaul freight charge from the first day following the end of the credit term through the date of receipt of payment in full. The finance charge will be billed monthly for all linehaul freight charges that were paid late in the prior calendar month. This item shall be construed pursuant to the laws of the State of Delaware.</p>
For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.	

MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)	MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)
ITEM 40 FUEL SURCHARGE In addition to the line-haul transportation charge or charges published in tariffs or in any other instruments whatsoever, the LIRC reserves the right to apply the fuel surcharge provisions published in Freight Tariff LIRC 8200-Series. The surcharge to be paid by the rail user (i.e., receiver or consignee on inbound shipments, and shipper or consignor on outbound shipments), and to be collected by and accrue solely to the LIRC.	ITEM 120 [I] CARS HELD FOR BILLING OR CANCELLED BILLING (See Notes) The charge for holding loaded railcars on railroad owned or leased tracks while waiting for proper billing instructions will be.....\$110.00 [I] per car per day When billing is cancelled and cars are ordered back to original loading facility, the intra-terminal, or inter-terminal switch fee, as the case may be, will be assessed in addition to a billing cancellation charge of\$110.00 [I] Cars being held waiting for proper billing instructions will also be subject to demurrage. Holding services will be provided at LIRC's discretion and is subject to availability and track capacity.
ITEM 60 [I] CHARGE FOR TURNING CARS When it is necessary that cars be placed for loading or unloading at destination from a particular side or end of car, the car must be placarded on both sides with special instructions made on the waybill stating: Notice to Carrier: Deliver car from Side or End Specified by Placard Cars not properly billed and placarded that LIRC is requested to turn after initial placement will be subject to a charge of \$505.00 [I] per car.	ITEM 140 [I] CAR ORDERED; NOT USED (See Notes) 1. If an empty car is ordered for loading and the service of switching and placing the car has been performed and the car is not loaded, an intra-terminal switch charge will be assessed against the appropriate party ordering such car and that charge will be..... \$710.00 [I] 2. If an empty car is ordered for loading and the service of switching and placing of car has not yet been performed and car is not loaded, a car ordered, not used charge will be assessed against the appropriate party ordering such car and that charge will be..... \$320.00 [I] 3. If a special type of car is ordered for loading and such order is cancelled after the car has been switched or placed for loading, a [I] \$215.00 charge in addition to a car ordered, not used charge of \$710.00 [I] will be assessed against the appropriate party ordering such car. 4. If a special type of car is ordered for loading and such order is cancelled prior to switching or placement, a \$215.00 [I] charge in addition to a car ordered, not used charge of \$275.00 [I] will be assessed against the appropriate party ordering such car. Note 1 - Should a person, firm or corporation cancel an order on a car causing the LIRC to incur any charges associated with such car, these charges will be assessed to the party which cancelled the order in addition to charges outlined in Paragraphs 1 through 4 of this Item. Note 2 - Cars will be subject to Demurrage.
ITEM 80 [I] CARS RELEASED, NOT READY TO PULL When a customer releases a car and it is determined upon arrival the car is not ready to pull, a charge of \$320.00 [I] per car will be assessed in addition to all other applicable charges. A car is considered "not ready to pull" if it contains any remaining lading, dunnage, loading/unloading equipment, contains any miscellaneous debris, or if loading/ unloading has not been completed.	
ITEM 100 [I] SWITCH REQUESTED, CUSTOMER NOT READY In the event a customer requests a switch but upon arrival of LIRC the customer is not ready for the switch to take place, a charge of \$130.00 [I] per one half hour will be assessed for a maximum wait time of two (2) hours, in addition to all other applicable charges.	
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MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)	MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)
ITEM 160 [I] CHANGE IN BILLING (TURN OVER) The charge for change in billing, which is a request from shipper, consignee, third party or other carrier to alter billing in any way once initial bill has been entered via any format to LIRC system will be..... \$100.00 [I] Note - The LIRC offers no guarantee that request will be honored.	ITEM 220 [I] DIVERSION CHARGES 1. The term diversion means any order received or forwarded by LIRC that requires stopping of a car for the purpose of delivery or re-forwarding. Charge for this service will be.....\$355.00 [I] Diversion orders must be requested via facsimile, or email and sent to: <div style="text-align: center;"> Louisville & Indiana Railroad Company 500 Willinger Lane Jeffersonville, IN 47130 Attn: Customer Service 812-406-4595 812-288-4977 Fax Email: LIRCCustomerService@anacostia.com </div> 2. These provisions are applicable only to cars that are in LIRC's account as a line-haul carrier. 3. Once a car has reached the billed to destination or the serving terminal on the LIRC, diversion requests will not be honored. 4. Any instructions affecting the movement of the car after actual placement will constitute a new movement, subject to switching or line-haul charges as the case may be. 5. Cars waiting for diversion orders will be assessed a hold fee for billing charge in the amount of \$100.00 [I] per day in addition to diversion charges outlined in paragraph 1.
ITEM 180 [I] RE-BILL OR CANCEL BILLING The charge for rebilling or cancelling billing in its entirety once initial bill has been entered into LIRC system via any format, will be.....\$110.00 [I]	ITEM 240 [I] OVERLOADED/IMPROPERLY LOADED CARS AT ORIGIN When a car is found to be overloaded or improperly loaded per AAR specifications, the shipper will be notified and given an opportunity to take corrective action, subject to a charge of \$635.00 [I] per car. Cars will be subject to demurrage for each day the car(s) remains in overloaded/improperly loaded status.
ITEM 200 [I] INTERCHANGE ERROR MOVEMENTS 1. Cars, loaded or empty, received by LIRC in error or without forwarding instructions from the delivering carrier, will be returned to the delivering carrier or forwarded to the proper carrier within the same switching district at a charge of \$380.00 [I] per car. Charge will be assessed against the delivering carrier. 2. Loaded or empty cars without record rights destined to stations on LIRC, or for subsequent movement and interchanged to other connecting carriers, delivered to LIRC at the improper junction will be subject to a charge of \$380.00 [I] per car for moving the car to the final destination or proper interchange point with connecting carrier. This charge will be assessed against the delivering carrier and will not, in any way, alter or affect the normal interline freight settlement between carriers as stipulated in the appropriate Association of American Railroad Railway Accounting Rules. 3. If cars are held by LIRC awaiting disposition of necessary data from the delivering carrier, an additional charge of \$33.00 [I] per car will be assessed against the delivering carrier for each day, or fraction thereof, car is held from the first 12:01 a.m. following written notification that the car is being held for disposition until disposition is furnished. 4. The provisions of paragraph 3 will not apply when forwarding instructions are to be furnished by shipper and cars are subject demurrage charges.	
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<div>ITEM 260 [I]</div> <div>CLOSING DOORS</div> <div>When it is necessary for the LIRC to close doors, hatches, gates or secure tie down devices on empty cars, a charge of \$95.00 [I] per car will be assessed against the customer releasing said car. Loaded cars will not be moved unless all doors, hatches, gates and tie down devices are secured.</div>	<div>ITEM 360</div> <div>HOW WEIGHTS ARE TO BE ASCERTAINED</div> <div><div>1. When track scale weights are used for the assessment of freight charges, weighing must be done by or under the supervision of the carrier, or its representative, or under properly supervised weight agreements.</div><div>2. When the actual tare of the car has been ascertained immediately before loading, it shall be used in lieu of the marked tare, except as provided in Paragraph 3 of this item.</div><div>3. If a loaded car upon arrival at destination is weighed and the actual tare is ascertained after the entire lading of the car has been removed, including all packing and the debris resulting from original lading, it shall be used in lieu of the marked tare. If the car is reloaded by the consignee, actual tare obtained in like manner may be used.</div><div>4. The marked tare should be used to arrive at net weight of the load, except as provided in Paragraphs 3 and 4 of this Item.</div></div>
<div>ITEM 300 [I]</div> <div>SPECIAL TRAIN SERVICE</div> <div>When special freight train service is requested by shipper or consignee or required because of excessive dimensions, excessive weight, high center of gravity or any other condition not permitting normal train operation, LIRC will perform special train movements between stations on LIRC or between stations on LIRC and junctions with connecting lines. The charge for this service will be:</div> <div><div>Weekday.....\$7,600.00 [I]</div><div>Weekend.....\$8,670.00 [I]</div><div>Holiday.....\$11,500.00 [I]</div></div>	
<div>ITEM 320 [I]</div> <div>SWITCH MAINTENANCE FEE</div> <div>A switch maintenance fee of \$3,165.00 [I] per year will be assessed to all customers served by LIRC. The fee will be waived for those customers who ship/receive a minimum of one (1) railcar per calendar year. Invoices will be mailed each January for the preceding year.</div>	<div>ITEM 380</div> <div>WHEN AND WHERE CARLOAD FREIGHT IS TO BE WEIGHED & REWEIGHED</div> <div><div>1. Except where consignee's weights are accepted under the terms of weight agreements as provided in Item 500, carload freight should be weighed at point of origin, or as near thereto as practicable. When the consignee's weights are used for the assessment of freight charges, whether collect or prepaid, the charge for weighing will apply when the car is weighed at the request of shipper.</div><div>2. When request is made by consignor or consignee for the reweighing of any car, such reweighing shall be done. If applicable, charge may be assessed per Item 480.</div></div>
<div>ITEM 340</div> <div>SUPERVISION OF SCALES</div> <div><div>1. When weights obtained on railroad or private scales are used for the assessment of freight charges, such scales shall be maintained tested and operated in accordance with the Track Scale Specifications and Rules approved by the Association of American Railroads.</div><div>2. Weights should be ascertained by competent employees after proper instruction and under proper supervision</div></div>	
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<p>ITEM 400 [I]</p> <p>NOTIFICATION REQUESTS FOR WEIGHTS USED FOR BILLING PURPOSES</p> <p>1. When cars are weighed by the carrier for ascertainment of freight charges, such weights will be furnished to the party paying the freight charges in the form of a freight bill. Any other requests for weights from parties named on the shipping instructions will be furnished by the carrier to the party making such request and a charge of \$60.00 [I] per car will be made for each weight furnished (See Note). When weights are obtained directly by the party, or parties, named on the shipping instructions through direct electronic computer access not requiring any manual effort or oral communication by carrier, the charge will not apply.</p> <p>Note - When a shipment consists of multiple cars, a charge of \$100.00 [I] per car will be made for the first weight furnished and a charge of \$15.00 [I] per car will be made on each additional weight furnished.</p>	<p>ITEM 420 (Cont'd)</p> <p>WEIGHTS TO GOVERN AND TOLERANCE</p> <p>4. The consignor or consignee shall be permitted to show the actual weight of any carload shipment either by means of shipper's authenticated invoice or by weighing the entire load on platform scales or by so weighing a proper portion of uniform or standard weight articles (not less than ten percent (10%) of the lading); weighing to be performed under supervision of the carrier; provided such total weight includes all blocking, packing and debris resulting from the lading in question. This actual weight will be used to determine freight charges (subject to weight agreements if applicable), provided the difference in weight exceeds the tolerance.</p> <p>5. The tolerance shall be one percent (1%) of the lading, with a minimum of 500 pounds on all carload freight.</p> <p>6. When empty carrier furnished cars are weighed to ascertain actual tare weights, the tolerance shall be as follows:</p> <table data-bbox="862 940 1430 1062"> <tr> <th>Tare Weight of Car</th><th>Tolerance (actual vs. marked)</th></tr> <tr> <td>50,000 lbs & under</td><td>300 pounds</td></tr> <tr> <td>50,001 lbs to 60,000 lbs</td><td>400 pounds</td></tr> <tr> <td>Over 60,000 lbs</td><td>500 pounds</td></tr> </table> <p>7. Tolerances in Paragraph 6 will not be allowed unless entire previous lading and all packing debris or residue resulting from previous lading or loadings has been removed before empty car is weighed.</p> <p>8. Weights of commodities subject to shrinkage in weight from their inherent nature, properly obtained at or near point of origin, should not be changed, except as provided for in the tariffs of the carriers. If an obvious error is discovered, each case should be dealt with upon its individual merits and report made to the originating carrier with all the facts.</p> <p>9. The provisions of this item will not apply in connection with shipments moving under applicable weight agreements. See Item 500.</p>	Tare Weight of Car	Tolerance (actual vs. marked)	50,000 lbs & under	300 pounds	50,001 lbs to 60,000 lbs	400 pounds	Over 60,000 lbs	500 pounds
Tare Weight of Car	Tolerance (actual vs. marked)								
50,000 lbs & under	300 pounds								
50,001 lbs to 60,000 lbs	400 pounds								
Over 60,000 lbs	500 pounds								
<p>ITEM 420</p> <p>WEIGHTS TO GOVERN AND TOLERANCE</p> <p>DEFINITION OF TOLERANCE – The difference in weights due to variation in scales or weighing which may be permitted without correction of the billed weight.</p> <p>1. Where carload freight, the weight of which is not subject to change from its inherent nature, is check weighed or reweighed enroute or at destination, no correction will be made in the billed weight except as provided below.</p> <p>2. If the difference between the original net weight and the weight obtained by reweighing does not exceed the tolerance provided in this item, the first weight will not be changed. If such weight exceeds the tolerance, the car should be weighed a third time if practicable. If the third weighing confirms the original weight within the tolerance, no change shall be made. Where the original weight cannot be applied as above, the lower of the second or third weight shall be used where the difference between the second and third weight does not exceed the tolerance.</p> <p>3. In deciding between weights obtained on track scales as to which is the more accurate, all of the conditions under which the several weighing were done must be taken into consideration, including the class of scale, condition, how recently tested, the manner of weighing, whether car was at rest or in motion, coupled or uncoupled, actual or stenciled tare used, the time of weighing, weather conditions and the reliability of the weigher giving precedence to that weight obtained under the best conditions.</p> <p>(Continued in next column)</p>									
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MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)	MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)
<p>ITEM 440</p> <p>CHARGES FOR WEIGHING OR REWEIGHING</p> <ol style="list-style-type: none"> 1. When charges are required for the assessment of freight charges, no charge will be made by the carrier for such weighing service. 2. When a car is weighed or reweighed, either empty or loaded, at request of either consignor or consignee, the service and charges will be in accordance with conditions named in Paragraphs 3, 4, 5 and 6, subject to the rules and carload minimum weights prescribed in tariffs and classification. 3. When a shipper or consignee requests that a car containing a commodity which is not subject to shrinkage from its inherent nature be reweighed, this service, wherever practicable, will be performed by the carrier without charge, provided such weighing discloses error in the billed weight of more than tolerance provided in Item 420. When a car contains a commodity which is subject to shrinkage from its inherent nature, no charge will be made if the billed weight is changed, as per Item 420, Paragraph 8. 4. When a shipper or consignee requests a weighing or reweighing of any empty railroad owned car, this service, wherever practicable, will be performed by the carrier without charge, provided such weighing or reweighing discloses error in the tare weight in excess of the tolerance provided in Item 420, Paragraph 9. 5. When a shipper or consignee requests the weighing or reweighing of any privately owned car, such service will be performed, and charges will be in accordance with provisions of this tariff whether or not such weighing or reweighing discloses errors in the tare weight. 6. When reweighing is requested at destination by either the consignor or consignee and requires the weighing of both the loaded and empty car, the tolerance as provided in Item 420, Paragraphs 8 and 9 will be used and applied to the net weight. If the difference between the net weight thus obtained and the previous net weight is within the tolerance, a charge will be made for weighing of both empty and loaded car; if the difference exceeds the tolerance, no charge will be made for reweighing either the loaded or empty car, or the transportation charges to or from the scale if any. 7. When a car is weighed or reweighed either empty or loaded at request of either consignor or consignee, a charge as shown herein will be made each time car is weighed, except as provided in Paragraph 4 of this item. 	<p>ITEM 460 [I]</p> <p>CHARGES FOR WEIGHING AND REWEIGHING – PRIVATE SCALE</p> <ol style="list-style-type: none"> 1. When a request is made to weigh or reweigh, either loaded or empty railcars, prior to or after placement, the charge will be..... \$130.00 [I] 2. When a request is made to weigh a tank car to determine whether completely unloaded, or to obtain the weight of any substance remaining in the tank or any other purpose not provided above, the charge will be..... \$130.00 [I] 3. If applicable, transportation charges will apply per Item 480 and as may otherwise be provided for in this tariff. <p>ITEM 460.1 [I]</p> <p>CHARGES FOR WEIGHING AND REWEIGHING – RAILROAD SCALES</p> <ol style="list-style-type: none"> 1. When a request is made to weigh a loaded car after placement for unloading, or when an empty car is weighed after placement for loading the charge will be..... \$320.00 [I] 2. For all other weighing and reweighing, the charge will be..... \$320.00 [I] 3. If applicable, transportation charges will apply per Item 480 and as may be otherwise provided for in this tariff. 
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MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)	MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)
<p>ITEM 480</p> <p>TRANSPORTATION TO AND FROM SCALE AND CHARGES APPLICABLE THERETO</p> <p>The charges named in Items 460 and 460.1 of this tariff include only the service of weighing and not the movement of the car to or from the scale.</p> <ol style="list-style-type: none"> When the weighing service is performed on scales located within the switching district at point where cars are loaded or unloaded, the charge for switching in each direction to and from the scales will be the same as the published tariff charge applying between industrial sidings at the point where weighing is performed, in each direction, (i.e. the intra-plant or intra-terminal switch is applicable). The term industrial sidings as used herein are sidings serving a particular industry, whether located upon the property of the railroad company or upon that of the industry. When the weighing service is performed on scales located outside the switching district of industry where car is located, the applicable line-haul rate in each direction to and from the scale will apply in addition to the weighing charges in this tariff. When, at the request of the consignor or consignee, a car is ordered weighed or reweighed enroute to destination and such request was not on the original bill of lading (or waybill), such request will be considered as a change in billing and subject to the applicable charge. 	<p>ITEM 500 (Cont'd)</p> <p>WEIGHT AGREEMENTS</p> <ol style="list-style-type: none"> Forms of weight agreements suitable to the character of the business tendered for transportation will embrace the following general principles. The agreements will be in writing and provide that; <ol style="list-style-type: none"> The consignor or consignee, as the case may be, shall report and certify correct gross weights (except where estimated weights are provided in tariff or classification), bills of lading or weight certificates and correct gross, tare and net weights when obtained on track scales, where such weights are used for billing purposes. The consignor or consignee, as the case may be, shall allow the authorized representative of the carrier to inspect the original weight sheets, books, invoices and records necessary to verify the weights and descriptions of the commodities certified in the shipping tickets, bills of lading or weight certificate. The consignor or consignee, as the case may be, will promptly pay to the authorized representative of the carrier, the bill of all undercharges, resulting from the certification of incorrect weights and improper description. When weights of uniform or standard weight articles are based upon averages, the consignor or consignee, as the case may be, shall give prompt notice to the authorized representative of the carrier when any change is made in the package material used which will affect the weight arrived at by use of the average. The consignor or consignee, as the case may be, shall keep in good weighing condition any and all scales used in determining weights and have track scales tested, maintained and operated in accordance with the Track Scale Specifications and Rules approved by the Association of American Railroads and shall allow the authorized representative of the carrier to inspect and test them. The agreement may be cancelled by giving ten (10) days' written notice to either party. All shipments made under the agreement will be subject to rates and charges prescribed by classification, tariffs or rules of the carrier interested.
<p>ITEM 500</p> <p>WEIGHT AGREEMENTS</p> <ol style="list-style-type: none"> When consignor's or consignee's weights, as the case may be, of property are accepted and applied by the carrier's underweight agreements, properly supervised, such weights should be designated in the prescribed manner on waybills, shipping tickets, bills of lading or weight certificates, and the property will not be reweighed, except as provided in Item 440. Proper supervision means checking of the records of the consignor or consignee, as the case may be, by the authorized representative of the carrier to verify the weights and descriptions furnished, and the weighing of a sufficient number of cars for verifications. When investigation, through examination of consignor's or consignee's records, as the case may be, or by reweighing, discloses error in weights of description shown on original billing, the charges will be adjusted to the proper basis, and notice of such change will in all cases be transmitted to the interested carriers or their representatives. <p>(Continued in next column)</p>	<p>Form of Weight Agreement</p> <p>Weight Agreement No. _____ (Year)</p> <p>This agreement, entered into, by and between the (Customer), for and in behalf of LIRC for which the (Customer) is duly authorized to execute this Agreement, and _____ of _____ (Town) _____ (State) _____</p>
For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.	

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<p>ITEM 510 [A]</p> <p style="text-align: center;">LIABILITY (CARMACK AND LIMITATIONS ON LIABILITY)</p> <p>A. Carmack Liability</p> <ol style="list-style-type: none"> 1. A person or entity entitled to recover under the bill of lading (or waybill) for property loss or damage ("BOL Party") may, at its option, choose the liability provisions for property loss or damage set forth in 49 USC Section 11706 (referred to in this Item as Carmack Liability), which impose greater liability on LIRC than otherwise would apply under the liability terms in Section B of this Item. In order to select the Carmack Liability, a BOL Party must comply with <u>ALL</u> of the following provisions set forth in Section A.2 or Section A.3, below (as applicable) (in each case, the "Carmack Liability Requirements"). If a BOL Party does not comply with all the Carmack Liability Requirements, such noncompliance shall create a conclusive presumption that the BOL Party has elected the liability terms in Section B of this Item (and not Carmack Liability) to apply to the transportation of the property. 2. If LIRC establishes the rate for all or a portion of the railroad movement, then, in order for Carmack Liability to apply to such movement, a BOL Party must: <ol style="list-style-type: none"> i. Notify LIRC's Marketing Department at lircmarketing@anacostia.com, and notify all other interline rail carriers in the route (if any), with no less than seventy-two (72) hours before the rail car is released for transportation, that the BOL Party is choosing Carmack Liability; and ii. Prepay to LIRC the rate quoted by LIRC's Marketing Department in response to the BOL Party's notification of its choice of Carmack Liability, which rate (A) reflects the added liability risk of Carmack Liability and is no less than 250% of the rate that would have applied if the BOL Party had not elected Carmack Liability, and (B) is tailored to the applicable property and route (the "Carmack Liability Rate"); and iii. Note on the shipping instruction that the shipment is moving under 49 USC Section 11706 (Carmack Liability) and is subject to the Carmack Liability Rate <p style="text-align: center;">(Continued in next column)</p>	<p>ITEM 510 (Cont'd)</p> <ol style="list-style-type: none"> 3. If LIRC does not establish the rate for all or a portion of the railroad movement, then, in order for Carmack Liability to apply to LIRC, a BOL Party must: <ol style="list-style-type: none"> i. Notify LIRC's Marketing Department at lircmarketing@anacostia.com, with no less than seventy-two (72) hours before the rail car is released for transportation, that the BOL Party has obtained a rate that covers the movement over LIRC's rail lines and includes Carmack Liability; and ii. Note on the shipping instruction that the shipment is moving under 49 USC Section 11706 (Carmack Liability); and iii. Comply with all the requirements and conditions for Carmack Liability established by the interline carrier(s) issuing the rate(s) for the movement over LIRC rail lines. 4. All claims for property liability must be filed in writing and sent by first-class mail, postage pre-paid to the Freight Claims Department of LIRC at 500 Willinger Lane, Jeffersonville, IN 47130 or via email at lircmarketing@anacostia.com within nine (9) months after the delivery date of the property or in the event of non-delivery, within nine (9) months after the expected delivery date. All civil actions/lawsuits in connection with claims for property loss, damage, or delay must be filed within twenty-four (24) months after LIRC has provided written notice that the claim, in whole or in part, has been disallowed. 5. If Carmack Liability applies to a movement over LIRC's rail lines, (a) no provision of this publication is intended to waive or limit any rights or protections available to LIRC under Carmack Liability, and (b) to the extent permissible under Carmack Liability, the provisions of Section B.4, B.9, and Sections C through F will apply. <p>B. Alternative/Non-Carmack Liability</p> <p>If a BOL Party does not elect Carmack Liability, in accordance with the provisions in Section A of this Item 510, then the following terms and conditions of liability shall apply to the shipment:</p> <p style="text-align: center;">(Continued in next column)</p>
For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.	

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<p align="center">MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)</p>	<p align="center">MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)</p>
<p>ITEM 510 (Cont'd)</p> <ol style="list-style-type: none"> 1. LIRC will be liable only to the extent that LIRC's own negligence is the direct and proximate cause of the loss, damage, or delay. The burden of proof to establish LIRC liability for any loss, damage, or delay of property is upon the claimant. 2. LIRC's liability for the contents of any rail car will be limited to the lowest of the following amounts: the actual value of the property at the time and placement of the shipment; the declared value (if applicable); the cost of replacement; or Fifty Thousand Dollars (\$50,000); <u>provided, that</u>, on Trailer on Flat Car ("TOFC") and Container on Flat Car ("COFC") units, LIRC's liability for the contents of any such unit will be limited to the lowest of the following amounts: the actual value at the time and place of shipment of the property; the declared value (if applicable); cost of replacement; or Two Dollars (\$2.00) per pound up to Fifty Thousand Dollars (\$50,000). 3. The liability of LIRC pursuant to Section B.2 shall be reduced by the amount of any net salvage proceeds received by a BOL Party for the applicable property. LIRC will not be responsible for any loss, damage, or delay with respect to the property that occurs outside the United States. 4. In no event shall LIRC's liability exceed the actual amount of physical loss or damage sustained to the property. LIRC shall not be liable for any or all of the following: (i) special, consequential, indirect, incidental, reliance, or punitive damages, attorneys' fees, or interest; (ii) loss of revenue or profits, loss or decline of market, or vessel or third-party demurrage; (iii) losses or damages caused, whether directly or indirectly, by business or production interruptions, or delays in transportation; and (iv) losses or damages, whether caused directly or indirectly, by loss of business opportunity, goodwill, contracts, anticipated savings, or reputation. Railroad does not guarantee rail service on any scheduled time frame. For property intended for export from the United States, LIRC will not be liable for charges such as brokerage fees, fines, penalties, foreign marine or foreign country freight charges, import duties or other such charges on property that is lost, damaged or delayed in domestic transportation. <p align="center">(Continued in next column)</p>	<p>ITEM 510 (Cont'd)</p> <ol style="list-style-type: none"> 5. Claimant shall not file any claims or lawsuits for less than Five Hundred Dollars (\$500.00), and claimant shall not be entitled to payment with respect to any claim or lawsuit if the amount of the loss or damage is determined to be less than Five Hundred Dollars (\$500.00). 6. LIRC is not liable for temperature, corrosion, or humidity-related losses or damages unless mechanical protective service is requested, paid for, and LIRC-owned or LIRC-leased equipment is used. LIRC is not liable for loss or damage caused by defective equipment when such equipment is not owned or leased by LIRC. 7. If the location of the loss, damage, or delay to the property is known to the claimant, the claim must be filed with that rail carrier on whose line the loss, damage, or delay occurred. 8. For all interline movements, LIRC's liability shall be determined in accordance with the provisions that apply to one or more carriers involved in the interline movement and that would allocate the least amount of liability to LIRC; in no event, shall LIRC have any liability for an interline movement that is greater than set forth in this Item 510. 9. LIRC's liability for claims of shortage of property shall be conditioned upon physical evidence of unauthorized forced entry into the rail car while the same is in the possession of LIRC. 10. All claims for loss, damage or delay of property must be filed in writing and sent by first-class mail, postage pre-paid to the Freight Claims Department of [Railroad] at 500 Willinger Lane, Jeffersonville, IN 47130 or via email at lircmarketing@anacostia.com within nine (9) months after the delivery date of the property or in the event of non-delivery, within nine (9) months after the expected delivery date. <ol style="list-style-type: none"> a. Such written communication shall comply with the minimum requirements contained in 49 C.F.R. 1005.2(b). If a claim is not timely filed with LIRC in accordance with the immediately preceding sentence, then such claim shall be deemed waived by the claimant. Claims for property liability may only be submitted by the party identified on the bill of lading (or waybill) as the shipper, the consignee, or the payor of freight. <p align="center">(Continued in next column)</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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<p align="center">MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)</p>	<p align="center">MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)</p>
<p>ITEM 510 (Cont'd)</p> <p>b. In addition to the requirements of 49 C.F.R. 1005.2(b), all claims must include the following documentation:</p> <ul style="list-style-type: none"> i. A demand for payment of a specific amount, with a statement of the formula or basis on which the damages are calculated, plus documentation to support the calculation; ii. Information identifying the property including equipment initials and numbers, shipper and receiver's names, notify party's name, shipping date, and commodity; iii. Origin records or certification as to the condition and quantity of the property at the time tendered to the origin rail carrier; if shortage is involved, origin seal records must be furnished; iv. Destination records as to the condition and quantity of the property at the time received from the destination rail carrier; if shortage is involved, destination seal records must be furnished; v. Verification of the amount claimed such as certified invoices or repair bills; vi. Evidence of the disposition of the damaged property and the salvage proceeds therefrom; and vii. Evidence that the property was loaded in compliance with any provisions of this publication. <p>LIRC reserves the right to summarily deny any and all claims submitted that do not contain all or part of the aforementioned documentation</p> <p>11. All civil actions/lawsuits in connection with claims for property loss, damage, or delay must be filed within twenty-four (24) months after the actual loss or damage or, in the event of non-delivery, of the expected date of delivery by the delivering rail carrier.</p> <p align="center">(Continued in next column)</p>	<p>ITEM 510 (Cont'd)</p> <p>C. Loss or Damage Verification and Disposition Provisions</p> <ol style="list-style-type: none"> 1. LIRC has the right to inspect, weigh or reject the property at origin, enroute, or at destination. Failure of LIRC to perform one or more of such actions will not constitute an admission of liability by LIRC or alter the burden of proof on claimant to establish the liability of LIRC. 2. LIRC reserves the right to inspect damaged property. As a condition precedent to payment of any claims by LIRC for loss or damage to property, the consignee must, within twenty-four (24) hours after shipment's arrival, notify LIRC of any claimed damage and allow LIRC or its agent or designee to inspect. 3. The failure of LIRC or any of the interline carriers involved in the subject movement to inspect damaged property, for any reason, will not relieve the burden of the claiming party to establish that the property was received in a damaged condition nor will it be considered an admission of liability by LIRC. 4. Claimant must mitigate damage by accepting the damaged property unless it is totally worthless and without salvage value. Claimant may not abandon damaged or partially damaged property to a rail carrier when the damaged property retains any value. Property that is abandoned to a carrier may be sold for the account of the owner, and such salvage proceeds only, less any salvaging expenses incurred, shall be remitted to the owner. 5. With respect to damage that occurs during an incident, such as a derailment, LIRC will contact its on-line customer involved in the affected railroad movement, and such entity must respond within twenty-four (24) hours of such contact if the entity desires LIRC to implement any specific disposal or salvage procedure. If the entity does not do so, LIRC shall not be liable for any claim for loss or damages resulting from LIRC not implementing a specific disposal or salvage procedure. Regardless of any contact with such entity regarding specific disposal or salvage procedure, upon an incident occurring, LIRC shall have the right promptly to move the property to a safer location or to a location where the property is not accessible to the general public. <p align="center">(Continued in next column)</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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<p>ITEM 510 (Cont'd)</p> <p>D. Seals</p> <p>It is the sole responsibility of the consignor, as identified in the bill of lading (or waybill), to apply appropriate and adequate seal security devices necessary to protect the property while in transit. In order for LIRC to consider a claim for contamination of property, the shipment must be sealed by the consignor or its agent. LIRC has no obligation to (a) inspect shipments for seal integrity or the adequacy of seals or security devices, or (b) report the condition of seals during its transportation of the property. In the event a seal or security device is broken or missing, the absence or breach of a seal will not create a presumption of loss or damage (including contamination or theft) without actual physical evidence. As a condition precedent to recovery for loss of or damage to property caused by a breach of shipment integrity while in transit, the consignor is responsible for the documentation of the seal type and identification numbers at origin and the seal number(s). The seal type, seal numbers, and identification numbers must be included in any claim presented for such loss or damage. LIRC will not be responsible for losses or shortages of any kind without proof that the consignor applied appropriate and adequate seals and security devices, based on the requirements in this publication (if any) and industry standards and best management practices.</p> <p>E. Federal Excise Tax Claims</p> <p>Whether or not the claimant files a claim with the government to receive a tax refund or credit allowance on such shipments as alcohol, alcoholic beverages, tobacco products, and firearms, the amount equivalent to such tax will not be made part of any claim against LIRC, and LIRC will have no liability for such amount of the equivalent, except in the case of loss due to theft. If the shipment is insured, the claimant waives any claim for subrogation.</p> <p>F. Miscellaneous</p> <p>1. For the purposes of consistent and uniform interline claim handling and claim settlement, LIRC has the right to share the specific terms relating to an interline claim with the applicable interline carriers regardless of any otherwise applicable confidentiality provision.</p> <p align="center">(Continued in next column)</p>	<p>ITEM 510 (Cont'd)</p> <p>2. Acceptance of a shipment by LIRC for transportation shall not be considered a waiver of any liability of an entity subject to the bill of lading (or waybill).</p> <hr/> <p>ITEM 520 [A]</p> <p>Standard Transportation Commodity Codes (STCCs)</p> <p>A Bill of Lading Party shall ensure that each bill of lading (or waybill) contains one or more STCCs that correctly identify the commodity(ies) being shipped pursuant to the bill of lading (or waybill). THE ADDITION OF ONE OR MORE STCCs TO THE BILL OF LADING (OR WAYBILL) CONSTITUTES AN AGREEMENT BY LIRC AND EACH BILL OF LADING PARTY TO MOVE SUCH COMMODITY(IES) IN ACCORDANCE WITH AND SUBJECT TO THE LIABILITY PROVISIONS (INCLUDING THE LIABILITY LIMITATIONS) SET FORTH IN ITEM 510 OF THIS TARIFF.</p>
For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.	

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EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS	
ABBR / REF	EXPLANATION
ABBR FT LIRC REF	Abbreviation Freight Tariff Louisville & Indiana Railroad Company Reference
[A] [C]	Addition Change in wording resulting in neither an increase or a decrease in charges
[D] [I] [R] [NC]	Canceled Increase Reduction Brought forward without change
(Underscored portion denotes change.)	