
AIKEN RAILWAY COMPANY, LLC



FREIGHT TARIFF AIKR 8100

Terms and Conditions of Service and Prices for Accessorial Services

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SECTION 1 – RULES**GENERAL RULES (1.1)**

The purpose of this publication is to provide our customers and their customers with a clear understanding of the rules and fees associated the services we provide, including charges for switching, demurrage, weighing, and private railcar storage fees.

The Terms and Conditions of Service published here apply to all transportation services provided by Aiken Railway Company, LLC (AIKR or the Company) and all railcars while on AIKR. If your shipment involves interline service, the rules, terms, and conditions service published by each other participating Carrier apply once your shipment enters its network.

These Terms and Conditions supersede and replace the former Freight Tariff AIKR 8100 and its predecessors. In the event of any conflict between the terms found here and any other AIKR publication or contract, the terms of the other AIKR publication or contract takes precedence.

By arranging for services with AIKR, a Customer, or any third party acting under the direction or on behalf of a Customer, authorizes and accepts all the rules, requirements and applicable charges contained within this publication. In addition, any action taken by Customer, or any other Carrier, that:

- Initiates,
- Accept delivery of, or
- Affects a movement or supplemental service on AIKR

...also constitutes acceptance by that Customer or Carrier of all rules, requirements and applicable charges established here. Services expressly described herein are the only common carrier services offered by AIKR.

Applicability and Interpretation (1.1.1)

Unless explicitly stated otherwise in an existing publication or contract, all references made to a former Freight Tariff AIKR 8100 or its predecessors now refer to the specifics established here.

In these Terms and Conditions:

- References to Section numbers in these Terms and Conditions refer to the content they denote

- Capitalized terms not otherwise defined within these Terms and Conditions are defined in the glossary appearing in Section 8.1
- Anywhere it states that AIKR “may” act, the use of “may” means the action is at AIKR’s discretion

In the event that any term, condition, or requirement of these Terms and Conditions is found to be void or unenforceable, such findings shall not be construed to render any other term, condition, or requirement of these Terms and Conditions either void or unenforceable, and all other terms, conditions, and requirements shall remain in full force and effect.

Station Lists and Conditions (1.1.2)

These Terms and Conditions incorporate the Station condition requirements set forth in Tariff OPSP 6000-Series. These include requirements for:

- Addition and abandonment of Stations
- Changes in Station names
- Restrictions on the acceptance or delivery of freight
- Changes in Station facilities

If a Station is abandoned, the rates to and from that Station are inapplicable on and after that date.

See Section 8.3, page 19, for a list of AIKR Stations Served.

Inclusions of Tariffs, Items, Notes, Rules, etc. (1.1.3)

These Terms and Conditions incorporate the non-conflicting provisions of the Uniform Straight Bill of Lading, as well as AIKR’s other rules, all applicable statutes, regulations, AAR and other industry standards, requirements, and procedures that would apply without being specifically listed.

Force Majeure (1.1.4)

AIKR and Customers are excused from their obligations under these Terms and Conditions to the extent prevented or delayed by a Force Majeure Event. The party claiming force majeure must notify all parties as soon as practical upon the beginning and ending of the force majeure condition.

Force Majeure Events include Acts of God, authority of law, labor disputes, weather impediments, fire explosion, war, insurrection, threatened or actual acts of terrorism, or other like causes beyond one’s reasonable control. Downturns in the economy and

changes in market conditions are NOT considered force majeure conditions.

Notices (1.1.5)

Customers must maintain accurate email addresses on file with AIKR to permit the delivery of electronic notices.

- “In writing” notifications can include email or other electronic communications

Charges in U.S. Dollars (1.1.6)

All charges are in U.S. Dollars.

Charges are Cumulative (1.1.7)

All charges established by these Terms and Conditions are cumulative, and may be assessed in any combination.

Agents (1.1.8)

AIKR may rely on the actions and representations of a Customer’s Agents.

Terms of Contract Carriage (1.1.9)

When a Customer tenders a Shipment pursuant to a Shipment Instruction that references a private price not otherwise incorporated into a current contract, the terms of AIKR’s current published Public Tariff for that commodity shall apply.

Rebilling of Charges (1.1.10)

Occasionally AIKR is billed for charges due to the actions of Customers or other railroads. AIKR may rebill (pass through) such charges to the party responsible for AIKR being billed, and such party is responsible for the payment of those charges.

SERVICE RULES (1.2)

Shipping Instructions (1.2.1)

AIKR accepts Shipping Instructions and accessorial service requests delivered via previously agreed-upon means of Electronic Data Interchange. In emergencies, Customers may fax Shipping Instructions to 888-236-3315 at an additional charge of \$50 per faxed Shipping Instruction. The following services are not available:

- Railcars tendered as Held for Inspection, Order, or Order Notify
- Railcars consigned in any manner that requires AIKR to hold a railcar and not make delivery until a proper release order, or security (in accordance with Uniform Freight Classification, Rule 7) for the goods, is provided

Line-Haul Transportation Service (1.2.2)

AIKR defines line-haul transportation as the movement of one or more railcars from station to station; the pulling of the railcar(s) from the origin and placement of the railcar(s) at the destination; and includes the movement of an empty Private Car back to its origin or another specified destination if such return movement occurs within six months of the most recent outbound, loaded move. AIKR establishes each location’s service schedule.

- Private Cars are automatically reverse routed to their last point of origin or interchange unless instructions to the contrary are submitted in a timely manner or the return involves certain international moves
- Changes in routing of empty railcar movements are considered Diversions
- Railcars with more than 1,000 pounds of lading, and certain international moves, are not considered empty, and may require a separate Shipping Instruction

All line-haul transportation service is provided with reasonable dispatch.

Updates of Universal Machine Language Equipment Register (“UMLER”) (1.2.3)

When a Customer tenders a railcar they own or lease to AIKR, the Customer must:

- Update the UMLER to reflect the Customer’s interest in the railcar; or
- Provide real-time access to its system for identifying their railcars to AIKR

Diversion and Other Changes to Shipping Instructions (1.2.4)

In a fluid marketplace, we understand that plans may change and Customers may need to request a Diversion or other changes in their Shipping Instructions. AIKR may charge \$150 per railcar, or \$1,500 for blocks of 10 or more railcars, for a Reconsignment or a customer requested change AIKR makes to the Shipping Instruction that does not affect the movement of the Shipment. In order to protect the efficiency of operations, AIKR will assess a fee of \$150 per railcar diverted or involved in the change of instruction, or \$1,500 for blocks of 10 or more railcars.

- Each Diversion request or other requests for changes in a Shipping Instruction will only be accepted from the Freight Payer or its Agent, and

- The Freight Payer is responsible for any and all additional line-haul and other charges resulting from the Diversion

In order to serve you with the best possible transportation solution, we will exercise commercially reasonable efforts to execute a Diversion request while the railcar is in our possession. However:

- We reserve the right to refuse a request for Diversion
- We cannot accept Diversion requests when the affected railcar(s) have reached an interchange with another railroad

Diversion orders should be:

- Submitted via fax to 888-236-3315

Late Delivery of Shipping Instructions (1.2.5)

Customers have the responsibility to accurately and timely submit Shipping Instructions. Loaded railcars moving without Shipping Instructions slow a railroad's efficiency and customer deliveries. If a loaded railcar reaches an AIKR yard or other railroad interchange without complete Shipping Instructions, a late fee of \$300 per railcar may be assessed. For example, such fees may be assessed when such a railcar is moved:

- Pursuant to informal instructions provided by the Consignor
- Because it is mixed in with railcars with complete Shipping Instructions
- Because it is situated in a location that indicates, due to the established practice at the facility, that the Consignor wants AIKR to move the railcar

Any charges that accrue due to incomplete or missing Shipping Instructions are the responsibility of the Consignor and Freight Payer.

Safe Transportation Of Food (1.2.6)

Customers have the responsibility to ensure compliance with the obligations, if any, imposed by the Sanitary Food Transportation Act and its implementing regulations, including all the requirements of 21 CFR Subpart O, 1.900-1.934.

EQUIPMENT RULES (1.3)

In order to provide customers with quality rail service, a railroad must be able to provide

customers with railcars promptly and in operational condition. We appreciate your efforts to help us manage and protect our interchange partner's (Norfolk Southern (NS)) fleet by reserving the number of Carrier Cars you actually need and by returning Carrier Cars in the same clean, functional condition you expect to receive them.

Car Ordering Rules (1.3.1)

All requests for railcars should be submitted to AIKR (as the Carrier that delivers railcars to the ordering facility) in accordance with AAR Rule 15. Additionally, railcar orders are subject to all applicable rules published by NS. Railcars can be ordered only for days a Customer is served by AIKR. Customers should not order more railcars than their facility can accept.

Safe Loading of Railcars (1.3.2)

All railcars must be loaded in a safe and secure manner, in compliance with all laws, and in accordance with industry and/or NS rules and standards. Customers are liable for all damage, including damage to AIKR's track and equipment, resulting from the improper loading of a railcar. Customers are also liable for all damage to Carrier Cars while in their possession. Customers are liable for costs associated with adjustment, transfer, or proper disposal of lading that results from defects or failures of privately owned or shipper supplied railcars.

A railcar is unsafely loaded if it exceeds the railcar's physical limits or is unbalanced. If a railcar is unsafely loaded, to the extent practicable, the Customer may be notified and given an opportunity to take corrective action.

- AIKR may apply a charge of \$750 for each unsafely loaded railcar; additional handling fees may also apply
- Unsafely loaded railcars shall be subject to demurrage charges until corrective action is completed
- If an additional railcar is needed to transport part of the unsafely loaded railcars, the rate for transporting that extra railcar will be determined as if it were traveling the originally billed route under the same commodity-specific public price or private contract price as the original unsafely loaded railcar

Cleaning Requirements for Carrier Cars (1.3.3)

With the exception of railroad-owned securement devices, each Carrier Car must be completely

unloaded, clean and have all doors and hatch covers properly closed and secured prior to being released as “empty”. Customers are responsible for all charges arising from the Release of a Carrier Car that is not empty and clean, including charges for cleaning the Carrier Car and getting the Carrier Car to the nearest clean-out facility. The minimum charge for services of this type is \$600.

Empty Carrier Cars Ordered and Not Used (1.3.4)

Carrier Cars that are ordered for loading but subsequently refused or cancelled are subject to the following charges:

- When an empty railcar has been placed for loading and is subsequently Released to AIKR without being used in revenue service, the service of placing and pulling the empty railcar will be subject to a charge of \$300 per railcar
- When notification is given that an empty railcar is available for placement and the order for the railcar is cancelled or the railcar is refused prior to Actual Placement, each railcar will be subject to a charge of \$150

Fees will not be applied to cars ordered and rejected due to mechanical faults, nor in the event that the car type does not match the car type ordered.

Furnishing Carrier Railcars That Subsequently Move on Another Carrier (1.3.5)

Our interchange partners furnish Carrier Cars with the expectation that Customers will use them to load and Tender Shipments that include the supplying carrier in the line-haul. When a Customer requests a Carrier Car that an interchange partner provides, and that Customer tenders to another carrier, AIKR may charge, and the Customer agrees to pay, a fee of \$1,800 per Carrier Car.

Furnishing Carrier Cars for Switch Movements (1.3.6)

AIKR does not furnish Carrier Cars for use solely in intra-plant, or intra-district switching.

Limitations on Reloading Carrier Cars (1.3.7)

Carrier Cars may not be reloaded without the prior permission of AIKR.

Treatment of Articulated Cars (1.3.8)

For counting purposes, articulated railcars are considered the number of railcars equal to the number of separate segments that have been joined together.

Cars That Must Be Unloaded From A Specific Side (1.3.9)

Loading a railcar in a manner that requires unloading from a single side can be unsafe, and is prohibited unless permitted by applicable AAR rules. For example, AAR rules stipulate that a railcar requiring placement for loading or unloading from a particular side or end must be placarded on both sides and the following written notification must be included on the associated Shipping Instruction: *Notice to Carrier – Deliver railcar from side or end specified by placard.*

RELATIONSHIP WITH OTHER RAIL CARRIERS (1.4)

For the convenience of Customers, AIKR has and will from time to time coordinate with other rail carriers for the transportation of cargo. When AIKR coordinates such transportation, whether by contract or pursuant to that rail carrier’s tariff, those arrangements are made solely so that our customers do not have to arrange and contract with those rail carriers. In entering such contracts and/or tendering railcars under that tariff, and paying for the services of those rail carriers, AIKR is acting as the disclosed agent of the Customer. AIKR does not seek such transportation on its own behalf, and any such other rail carrier is not AIKR’s agent in completing the transportation. AIKR does not assume or accept any responsibility or liability for the actions of any other rail carrier with regard to the transportation of any cargo. All such liability is solely the responsibility of the rail carrier whose actions give rise to the claimed liability. Each common carrier by rail is only responsible for the transportation services provided on its network.

SECTION 2 – DEMURRAGE AND PRIVATE CAR STORAGE

Demurrage and Private Car Storage fees help railroads maintain efficient networks by encouraging the timely loading, unloading and release of railcars. Demurrage is applied to Carrier Cars that are held for Customer instructions, including those waiting to be loaded or unloaded while at origin or destination. Private Car Storage fees are applied to Private Cars waiting on a railroad’s tracks, usually for loading, unloading, or Shipment Instructions. Together, they help prevent railcars that you may need from sitting idly and ensure that our network doesn’t become clogged with unused railcars.

DEMURRAGE (2.1)

Calculating Demurrage (2.1.1)

AIKR calculates and bills Demurrage on a monthly basis using a debit/credit system. Carrier Cars are tracked, calculated, and billed in separate accounts based on whether they are loaded, empty, refrigerated boxcars, heavy-duty flat cars, RSSMs, or other Hazardous Material railcars. The Company:

- Allows one day credit for an empty Carrier Car
- Allows one day credit for a loaded Carrier Car not carrying Hazardous Materials
- Allows one day credit for a loaded Carrier Car carrying Hazardous Materials
- No credit days are available for Carrier Cars carrying RSSM

If AIKR cannot place or pull a railcar due to Customer’s failure to facilitate AIKR’s access to the railcar, the railcar continues to accrue debits. At the end of each month, credited days and debited days are totaled for each Carrier Car Released at a particular Customer location:

- If total credit days exceed total debit days, no Demurrage accrues
- If total debit days exceed total credit days, Demurrage accrues

- Excess debit days, multiplied by the applicable rate, determine the Demurrage amount billed to the Customer
- Carrier Cars are tracked, calculated, and billed in separate accounts based on whether they are loaded, empty, inbound, or outbound; credits in one account cannot be used to offset debits in the other
- Excess Demurrage credits do not carry over to the next month

Debit days begin accruing 24 hours after AIKR Constructively Places a railcar, or 24 hours after Actual Placement of a railcar, whichever occurs first. The same policy shall apply for Customers without scheduled service days or who receive hazardous or TIH/PIH loaded cars, or Customers who receive AIKR’s approval of a request for a reduction in the frequency of scheduled service. A debit day equals any fractional 24-hour period from 00:01 to 24:00 in time after the initial 24-hour credit offsets the initial 24-hour period.

Reloading and Demurrage (2.1.2)

There are times when a Customer may appropriate a railcar for reloading. When this happens, the Demurrage cycle stops on the unloading account (1 credit day) and begins on the loading account (1 credit day). This ensures that you will be credited with the proper amount of time to accomplish the task.

- Railcars that have been emptied and are to be reloaded at the same location must be “appropriated” prior to reloading to receive all available Demurrage credits
- Assistance regarding reloading is available by calling 864-334-5374

Additional Charge for Excessive Detention of Carrier Cars (2.1.3)

AIKR may charge an additional charge of \$100 per car per day when a specific Carrier Car (identified by car initial and number) is not Released within 15 days. This charge is in addition to the basic demurrage charge established by Section 2.1.1 and shall only apply to boxcars.

DEMURRAGE EXAMPLE

A customer handles 30 loaded non-hazmat Carrier Cars during the month of June at one of its facilities. They earn 30 credits (1 per Carrier Car), and a total of 45 debit days.

45	-	30	=	15	x	\$100	=	\$1,500
Debit Days		Credit Days		Excess Debit Days		Daily Demurrage Rate		Monthly Demurrage Bill

PRIVATE CAR STORAGE (2.2)**Private Car Storage Charges (2.2.1)**

Like Demurrage, AIKR calculates and bills for Private Car Storage on a monthly basis using a credit/debit system. The Company:

- Allows two days credit for an empty Private Car
- Allows two days credit for a loaded Private Car not carrying Hazardous Materials
- Allows one day credit for a loaded Private Car carrying Hazardous Materials
- No credit days are available for Private Cars carrying RSSM

Private Car Storage charges are calculated like Demurrage. At the end of each month, credit days and debit days are totaled for each Private Car located on AIKR tracks pending access to a particular Customer facility:

- If total storage credit days exceed total debit days, no charges accrue
- If total storage debit days exceed total credit days, Private Car Storage charges apply
- Excess debit days, multiplied by the applicable rate, determine the Private Car Storage amount billed to the Customer
- Excess storage credits do not carry over to the next month
- Empty and loaded private railcars are tracked and billed in separate accounts; credits in one account cannot be used to offset debits in the other

Debit days begin accruing 24 or 48 hours after AIKR Constructively Places a Private railcar and stops when the Customer orders the railcar for Actual Placement. For Customers without scheduled service days or who receive hazardous or TIH/PIH loaded cars, or Customers who receive AIKR's approval of a request for a reduction in the frequency of scheduled service, debit days likewise start 24 hours after AIKR Constructively Places a Private railcar and stops when the Customer orders the railcar for Actual Placement. A debit day equals any fractional 24-hour period from 00:01 to 24:00 in time after the initial 24-hour (or 48-hour, depending on railcar type) credit offsets the initial 24-hour (or 48-hour, depending on railcar type) period.

DEMURRAGE AND PRIVATE CAR STORAGE APPLY TO CARS HELD FOR OTHER PURPOSES (2.3)

Demurrage or Private Car Storage charges may also apply to railcars held due to other conditions caused by a Customer, including:

- Railcars tendered to a Consignee and ultimately refused by the Consignee
- Railcars held due to being overloaded
- Railcars held while awaiting any change to the Shipping Instructions
- Railcars held short of destination due to Customer's inability to accept delivery

These Demurrage and Private Car storage fees are calculated without credit days. The number of debit days is multiplied by the applicable rate to determine the amount payable to AIKR by the Customer.

Holding Heavy Duty Flat Car Detention Charges (2.3.1)

AIKR may charge up to \$450 per car per day when heavy-duty flat cars are held short of destination due to Customer request or a Customer's inability to receive the car.

DEMURRAGE AND PRIVATE CAR STORAGE RATES (2.4)		
DEMURRAGE CREDIT (FREE) DAYS NON-HAZARDOUS MATERIALS	DAILY RATE NON-HAZMAT	REFRIGERATED CAR DAILY RATE HEAVY DUTY FLAT CAR DAILY RATE
1-DAY CREDIT FOR LOADING	\$100 per railcar	\$200 per railcar
1-DAY CREDIT FOR UNLOADING	\$100 per railcar	\$200 per railcar
0-DAY CREDIT FOR RAILCARS HELD FOR OTHER PURPOSES	\$100 per railcar	\$200 per railcar
PRIVATE CAR STORAGE CREDIT (FREE) DAYS NON-HAZARDOUS MATERIALS	DAILY RATE NON-HAZMAT	
2-DAY CREDIT FOR EMPTY RAILCARS	\$50 per railcar	
2-DAY CREDIT FOR UNLOADING	\$50 per railcar	
0-DAY CREDIT FOR OVERLOADS	\$50 per railcar	
0-DAY CREDIT FOR RAILCARS HELD FOR OTHER PURPOSES	\$50 per railcar	
PRIVATE CAR STORAGE CREDIT (FREE) DAYS HAZARDOUS MATERIALS	DAILY RATE NON-RSSM HAZMAT	RSSM CAR DAILY RATE
0-DAY CREDIT FOR LOADED RAILCARS		\$1,500 per railcar
1-DAY CREDIT FOR LOADED RAILCARS	\$150 per railcar	
2-DAY CREDIT FOR EMPTY RAILCARS	\$50 per railcar	\$50 per railcar
DEMURRAGE CREDIT (FREE) DAYS HAZARDOUS MATERIALS	DAILY RATE NON-RSSM HAZMAT	RSSM CAR DAILY RATE
0-DAY CREDIT FOR LOADED RAILCARS		\$1,500 per railcar
1-DAY CREDIT FOR LOADED RAILCARS	\$150 per railcar	
1-DAY CREDIT FOR EMPTY RAILCARS	\$100 per railcar	\$100 per railcar

HOLDING OF EQUIPMENT (2.5)

When Run-Through Locomotives and/or unit trains of AIKR’s interchange partner (NS) are held other than for NS or AIKR convenience, AIKR may assess the responsible customer a charge of \$2,400 per locomotive per day for all days (or portion thereof) in excess of the first 24 hours following the arrival of a unit train at the customer’s facility.

SECTION 3 – INFRASTRUCTURE

AIKR connects with tracks owned and operated by other railroads, with Sidetracks (privately owned tracks that connect to Customer facilities), and Team Tracks (tracks we make available to multiple Customers on a limited basis). In order to ensure the utmost in efficiency and hassle-free transition between these different tracks, AIKR observes the following policies and requirements.

SIDETRACKS (3.1)

Most Customer facilities are accessed via Sidetracks. AIKR expects to operate with a private sidetrack agreement that establishes the responsibilities and processes necessary for use of those tracks, including important issues related to local safety, and operations. In the absence of a private sidetrack agreement, the following terms and conditions govern the use of the Sidetracks. AIKR reserves the right, however, to decline service on a Sidetrack in the absence of a private sidetrack agreement.

If you have any questions regarding the design and construction of new Sidetracks, please contact our General and Administrative Office at 864-334-5374.

Access Right (3.1.1)

When a Customer orders or accepts a Shipment from AIKR, they are representing that they own or have the right to grant AIKR access to the Sidetracks and property leading to and within the Customer facility. This allows AIKR to proceed unimpeded over the Sidetracks.

- AIKR will use the Sidetracks to deliver any railcar directed to the Customer's facility by a valid Shipping Instruction (AIKR is not liable for any costs or losses arising solely from the fact of such delivery)
- AIKR may access and temporarily occupy Customer's Sidetracks when useful in the course of providing local service in the Customer's vicinity
- In the event we deliver a railcar NOT ordered or expected by the Customer, we will use commercially reasonable efforts to promptly remove the railcar

Maintenance (3.1.2)

Customers must, at their own expense, inspect, maintain, and renew Sidetracks consistent with normal operations, and in accordance with:

- The Federal Railroad Administration's Track Safety Standards (49 CFR Part 213)
- Railroad Worker Safety Regulations (49 CFR Part 214)

The Customer must inform AIKR's representatives of the dates and amount of time that the Sidetracks will be out of service, whether for maintenance or other reasons.

In addition, Customers must keep Sidetracks free from:

- Debris and weeds
- Potholes and excavations
- Ice and snow
- Temporary or permanent structures and poles
- Other obstructions (i.e., parked vehicles)

AIKR has the right, but not the duty, to inspect Sidetracks.

AIKR will not operate over any Sidetracks that we determine are unsafe.

Close Clearances (3.1.3)

A customer shall not maintain Close Clearances in the area of Sidetracks unless:

- The customer obtains a waiver from any conflicting Governmental Requirements, and
- AIKR approves such Close Clearance in writing

Customers must install, maintain and replace at their expense any warning signs or lighting, or make other adjustments regarding Close Clearances as may be necessary, useful, or required by any Governmental Requirements or AIKR.

Construction (3.1.4)

If a Customer seeks to construct new or additional, or alter existing, Sidetracks without interruption in AIKR service:

- All construction must be done in accordance with current AREMA, 49 CFR 213 and 49 CFR 237 standards, and
- Customers must supply AIKR with construction plans for any addition, deletion, or modification to the Sidetracks, and obtain written confirmation from AIKR's Manager of Engineering that AIKR has no objections to the proposed changes prior to making any

material alterations to the Sidetrack

To facilitate safe operations and avoid interruptions of service, Customers should notify AIKR not less than 30 days prior to constructing or allowing the construction of any new tracks, public or private road, gate, tunnel, bridge, culvert, pit, gas-line, pipe, or other items on, over, under or along any part of the Sidetrack or right-of-way.

Emergency Access Right (3.1.5)

AIKR may use Sidetracks for emergency operating purposes as long as the emergency operations do not materially affect the use of the Sidetracks for rail service to the Customer.

Control over Railcars (3.1.6)

AIKR surrenders possession and control of each railcar, and its contents, consigned to or ordered by the Customer when:

- A railcar has been placed on a Sidetrack, and AIKR’s locomotive uncouples from the railcar, or
- AIKR’s crew departs from the locomotive if the locomotive is being left with the Customer

AIKR assumes possession and control of a railcar and its contents when:

- AIKR’s locomotive is coupled to the railcar, or
- When the locomotive has been left with the Customer, AIKR’s crew is onboard the locomotive and has actual control over the train by initiating departure from the Private Track

Dispatch (3.1.7)

The field personnel of AIKR and the Customer must coordinate dispatching traffic on portions of a Sidetrack used by AIKR to provide service to Customers.

Hazardous Materials (3.1.8)

Hazardous Materials shall not be placed by anyone:

- On or within the twenty-five feet of Sidetracks, or
- On Customer property within 100 feet of AIKR’s connecting mainline track

This does NOT apply to:

- Shipments consigned to, or ordered by, a

- Customer accessible by such Sidetrack, or
- Existing pipelines for the transportation of Hazardous Materials

Continuation Charge (3.1.9)

If the AIKR traffic on a Sidetrack is insufficient to justify continuing access to AIKR’s mainline, AIKR may offer to keep its access switch in place in exchange for an annual continuation charge.

- 0-5 Annual Carloads - \$7,500
- 6-9 Annual Carloads - \$5,000

TEAM TRACKS (3.2)

AIKR generally permits Customers limited access to Team Tracks for the purpose of loading and unloading railcars.

Rules of Access to Team Tracks (3.2.1)

Safety has no exceptions: Every Customer and its employees, Agents and subcontractors must comply with applicable laws, regulations, safety rules, and AIKR requirements while using an AIKR Team Track facility. In addition:

- Customers may not store materials or equipment on AIKR’s property
- Permission to access the Team Track terminates immediately upon completion of loading or unloading
- Customers shall comply with all AIKR rules and policies relating to the Team Track and the instructions of AIKR’s authorized personnel
- Upon completion of loading or unloading of a railcar, Customers shall leave AIKR’s property in a safe and clean condition, removing all materials they brought onto AIKR’s property or removed from the railcar
- A Customer must immediately vacate AIKR property if so instructed by AIKR personnel
- Crossings of AIKR tracks by trucks or other equipment shall be made solely at public crossings unless prior alternate arrangements have been made with AIKR’s Manager of Engineering

We will deny access to a Team Track if, in our discretion, we determine that the Customer’s use of the Team Track is negatively affecting the safety of the Team Track, other Customers, or our other operations.

Prohibited Materials (3.2.2)

Due to safety concerns, the following materials shall not be placed by anyone on Team Tracks or AIKR property while accessing Team Tracks:

- Hazardous Materials
- Bulk liquids of any kind

Liability at Team Tracks (3.2.3)

A Customer assumes all risks, and agrees to defend, indemnify, and save harmless AIKR and its employees from and against, all losses, costs, expenses, claims, suits, and judgments, including reasonable investigation and attorney's fees, suffered or incurred in connection with:

- Injury or death of ANY person(s), including but not limited to the agents, employees, and permittees of AIKR and Customer,
- Loss of or damage to ANY property, including but not limited to property owned or in the care, custody, or control of AIKR or Customer, and
- Environmental damage

...arising from the use by a Customer, its employees, agents or contractors, of an AIKR Team Track or any associated facilities, except to the extent such injury, death, loss or damage is caused by the sole negligence, or by the gross negligence or willful misconduct, of AIKR or its employees. The foregoing obligations on the part of the Customer apply regardless of the cause of such injury, death, loss, or damage, or of any joint or concurring ordinary negligence on the part of AIKR or its employees.

NO RIGHT TO ACCESS AIKR TRACK (3.3)

Protecting our operation is essential to maintaining our employees' safety and our service quality. No one else, including a Customer, is allowed to enter, perform any switching, or otherwise operate on any tracks owned by AIKR. If a Customer accesses AIKR track, Customer assumes all risk of loss and indemnifies AIKR against all damage, cost, liability, judgment, and expense, including attorney's fees, in connection with any personal injury to or death of any persons or loss of/damage to any property, whether employees or property of Customer, AIKR, or third persons, sustained, incurred, arising, or growing out of operations by Customer or its Agents upon AIKR tracks.

SECTION 4 – CUSTOMER SWITCHING

Once AIKR delivers a railcar, pursuant to a line-haul move, to a designated origin, destination, or any other agreed upon point for loading or unloading, any subsequent switching movements may be subject to switching charges. Customers can minimize or reduce their charges for additional switching by planning and loading railcars in a manner that minimizes the need for switching railcars. AIKR’s charges for additional switching are listed below.

CUSTOMER SWITCHING CHARGES (OTHER THAN RAIL SECURITY-SENSITIVE MATERIALS) (4.1)	
INTRA-PLANT SWITCH	\$225 per railcar
INTRA-DISTRICT SWITCH	\$450 per railcar
LOCOMOTIVE SWITCH	\$600 per locomotive
EXTRA OR SPECIAL SWITCH	\$900 per occurrence per crew shift

- Rail Security-Sensitive Materials, as defined by 49 CFR 1580.100(b), may not be tendered for Intra-District Switching, but can only move in line-haul service

SWITCHING ORDERS (4.2)

AIKR will accept Customer switching requests in writing by any of the following methods:

- Electronic Data Interchange (EDI)
- Email to cheryl.hawkins@wcrscorp.com
- Fax to 888-236-3315

Requests for extra or special switching should be submitted to AIKR’s General and Administrative Office at 864-334-5374.

AIKR reserves the right to decline to perform additional switching within a Customer’s facility.

SECTION 5 – SPECIAL SERVICES**SPECIAL TRAIN SERVICE (5.1)**

AIKR can provide specialized rail service for freight that may be challenging or impossible to move with other modes of transportation. This type of freight may include materials that are extraordinarily heavy, large, or feature a high center of gravity.

Requesting Special Train Service (5.1.1)

The planning required to transport specialized goods can be significant and it can take a fair amount of time to both develop the appropriate route and plan and obtain any necessary approvals. Customers needing special service must submit a Special Train Service request to us in order to begin that process. Given the specialized nature of the requested service, and of what may be required to provide it, please give us as much notice and information as possible in making the request for special train service.

AIKR will work diligently with its interchange partners to find a route for your specialized goods. If you decide not to tender a load for movement as a Special Train after submitting a Special Train Service request, AIKR may bill you \$2,500 for that effort. If you cancel a Special Train less than forty-eight (48) hours before your Special Train is scheduled to depart its AIKR origin station, AIKR may bill you \$5,000 for the costs of arranging for your Special Train.

If a Special Train Service route extends beyond AIKR, it is the Customer's responsibility to contact and determine the requirements, limitations, and fees of the other Carrier(s), and to secure permission for access to the other Carrier's network.

If you believe your freight requires Special Train Service, please contact our General and Administrative Office at 864-334-5374.

AIKR reserves the right to accept, reject, or condition all requests for special train service.

Special Train Service Charges (5.1.2)

AIKR charges a minimum of \$5,000 for Special Train Service*.

* The charge is in addition to, and billed separately from, the otherwise applicable line-haul charges.

TURNING CARS (5.2)

Loading a railcar in a manner that requires unloading from a single side can be unsafe, and is prohibited unless permitted by applicable AAR rules.

For example, AAR rules stipulate that a railcar requiring placement for loading or unloading from a particular side or end must be placarded on both sides and the following written notification must be included on the associated Shipping Instruction:

NOTICE TO CARRIER

Deliver railcar from side or end specified by placard.

If a railcar must be turned, the turning charge will depend on the round-trip distance to and from the turning location. AIKR's turning charges are:

- \$300 per railcar for a movement within the customer facility
- \$450 per railcar for a movement where turning is accomplished on AIKR
- \$600 per railcar for a movement where turning is accomplished using the facilities of AIKR's interchange partners *

* The charge is in addition to, and billed separately from, the otherwise applicable line-haul charges. If the turning charge is greater than the line-haul charges for the same movement, AIKR will only charge the applicable line-haul charges.

WEIGHING (5.3)

AIKR does not offer online weighing services.

Customers may be charged switch charges and/or line-haul transportation charges for railcars moved to and from scales located on line of road of our interchange partners, in addition to the weighing charges.

Once weighed, the gross, tare, and net weights used for billing purposes will be provided to the parties named on the Shipping Instructions.

MAXIMUM WEIGHT (5.4)

AIKR does not accept railcars with a gross weight in excess of 286,000 lbs.

SECTION 6 – PAYMENT**CREDIT TERM, PAYMENT OF CHARGES AND FINANCE CHARGES (6.1)****Payment of Charges – Non-Credit Customers (6.1.1)**

Customers who have not applied for and received credit approval with AIKR, or who have had their credit suspended by AIKR, must pay line-haul freight charges and other applicable fees IN FULL:

- Prior to AIKR's acceptance of a Shipment at origin if tendered 'prepaid' or
- Prior to placement of a Shipment at destination if tendered 'collect'

AIKR may transport or tender Shipments for non-credit Customers prior to receipt of payment of charges as otherwise specified here. In those instances, all charges are due upon receipt of the associated bill or invoice. Customers that fail to pay by the date specified will be assessed late fees and finance charges.

Establishment of Credit (6.1.2)

AIKR offers Net-30 credit to qualifying Customers.

All requests for credit must be submitted in writing via:

- Email to cheryl.hawkins@wcrscorp.com, or
- Fax to 888-236-3315, or
- U.S. Mail to AIKR Credit Request, Historic Greer Depot, 300 Randall Street, Suite A, Greer, SC 29651-3410

AIKR reserves the right, in its sole discretion, to establish or not establish credit for any Customer.

Cancellation of Credit (6.1.3)

AIKR reserves the right, in its sole discretion, to maintain or cancel credit for any Customer.

Credit Term (6.1.4)

Payment in full of all line-haul freight charges, switching charges and accessorial charges must be received by AIKR from Customers within 15 days of the date of the applicable AIKR bill unless Net-30 terms have been extended.

No Set Off of Charges (6.1.5)

Customers may not set off or otherwise withhold payment of any AIKR charge due to any alleged overcharge, freight damage or other dispute with AIKR.

Finance Charges (6.1.6)

AIKR may assess a finance charge of 15% per year (0.041% per day) on charges that are not received by AIKR when due. The finance charge:

- WILL NOT apply against disputed charges that are found by AIKR to have been billed incorrectly. Finance charges will, however, be assessed if a corrected invoice is not paid within terms from the date of that corrected invoice
- WILL be assessed on the unpaid balance of any charge from the first day following the due date through the date of receipt of payment in full
- WILL be billed monthly for all charges that were paid late in the prior calendar month

Late Payments (6.1.7)

Late payments are subject to a 10% fee on the outstanding balance of any charge that is not received by AIKR when due. The late fee:

- Is assessed in addition to the finance charge outlined above
- Will not apply against any disputed charge found by AIKR to have been incorrectly billed

Usury Law Compliance (6.1.8)

AIKR's policies on finance charges and late payment fees are designed to comply with usury laws. If the finance charge, late payment fees, or the combination of finance charge and late payment fees, exceeds allowable limits, then the applicable rate(s) will be automatically reduced to the maximum allowed.

Collection Costs (6.1.9)

Customers are expected to pay all of the costs billed to them. All expenses incurred by AIKR to collect money owed, including, but not limited to, attorneys' fees, investigation and expert fees, and the costs of litigation, shall be paid by the Customer.

PROCEDURES FOR DISPUTING INVOICES (6.2)

AIKR is committed to resolving disputed invoices fairly and efficiently. A Customer who wishes to dispute a charge should submit their dispute in writing via:

- Email to cheryl.hawkins@wcrscorp.com, or
- Fax to 888-236-3315, or

- U.S. Mail to AIKR Charge Dispute, Historic Greer Depot, 300 Randall Street, Suite A, Greer, SC 29651-3410

...within 15 days, and must be:

- Clearly and fully described, and
- Specific in identifying the reasons for the claim, and
- Complete in the supporting documentation provided

Once filed, AIKR will investigate and report the company's acceptance or denial of the claim in writing. Customers must pay all undisputed portions of the bill as stated.

OVERCHARGE CLAIMS (6.3)

Overcharge Claims must be filed within one year of original invoice.

SECTION 7 – MISCELLANEOUS

CARGO SEALS (7.1)

AIKR does not furnish, apply, verify, or inspect cargo seals.

- When seals are applied, all doors, hatches, valves and other openings on the railcar must be sealed
- Consignor must include each seal number and the name of the employee applying the seal(s) in its Shipping Instructions
- AIKR will not honor claims for loss, damage, or contamination of railcar contents based solely on the absence of one or more seals at the time of delivery at destination
- Claims for loss or damage are honored only when there is clear and convincing evidence of actual loss, damage, or contamination other than the mere absence of one or more seals, or apparent compromise of a seal that was applied before movement

AIKR reserves the right to audit, at AIKR's expense, the Consignor's on-site seal records.

RAILROAD SCAC CODES (7.2)

Railroad reporting marks can be found at: railserve.com/aar_railroad_reporting_marks.html

OBTAINING A COPY OF TARIFFS (7.3)

AIKR is pleased to provide Customers with a variety of methods to obtain a copy of published Tariffs. Requests for a printed copy may be submitted via:

- Email to cheryl.hawkins@wcrscorp.com, or
- Fax to 888-236-3315, or
- U.S. Mail to AIKR Tariff Request, Historic Greer Depot, 300 Randall Street, Suite A, Greer, SC 29651-3410

Tariffs are also available for immediate download at:

- wcrscorp.com/railroads.html

SECTION 8 – APPENDIX**GLOSSARY (8.1)**

The following definitions are provided solely as a reference to certain words and phrases used in relation to these Terms and Conditions; they are not intended to serve as complete definitions or to counter definitions that may appear in other AIKR or industry publications.

AAR – The Association of American Railroads is the industry’s leading trade organization, and is dedicated to improving the efficiency, safety and service of the railroad industry.

Actual Placement – The placement of a railcar at origin or destination, or any other agreed upon point, for loading or unloading.

Agent – Any third party performing an obligation of a Customer under these Terms and Conditions or a contract with AIKR.

AREMA – The American Railway Engineering and Maintenance-of-Way Association is a North American railway industry group that publishes recommended practices for the design, construction and maintenance of railway infrastructure.

Carmack Amendment – Title 49 of the United States Code, Section 11706, and associated regulations.

Carrier – AIKR and any other participating rail common carrier.

Carrier Car – Any railcar owned or leased by a rail common carrier.

CFR – Code of Federal Regulations.

Close Clearance – Any track clearance not in compliance with the requirements of AIKR’s current Standard Guidelines and Specifications for the Design and Construction of Private Sidetracks.

Consignee – The party to whom a shipment is consigned. The Consignee is usually, but does not have to be, the Receiver.

Consignor – The party in whose name a railcar is ordered for loading; the party consigning a shipment; or the party who furnishes forwarding instructions. The Consignor is often, but not always, the Freight Payer.

Constructive Placement – The holding of a railcar on AIKR’s tracks when Actual Placement of the railcar is not possible due to causes attributable to the Customer, in whole or in part.

Contract of Carriage – the contract or quasi-contract for transportation established by the Shipping Instruction, whether pursuant to common carrier pricing or a commercial contract between AIKR and a Customer.

Customer – Any Consignor, Consignee, Receiver, or Freight Payer.

Day – A twenty-four (24) hour period (calendar day), or part thereof.

Demurrage – The fee imposed for the extended usage of an AIKR asset (or AIKR interchange partner’s asset) attributable to the Customer.

Dimensional Load – A Shipment that exceeds AIKR’s standard published clearances for a specific route of movement.

Diversions – An order provided by a Freight Payer or its Agent instructing that a railcar be delivered to a location other than the one indicated on the original Shipping Instruction.

Force Majeure Event – The following conditions are, or are deemed to be, Force Majeure Events: Act of God; authority of law; labor dispute; weather impediments; fire explosion; war; Insurrection; threatened or actual act of terrorism; or other like causes beyond one’s reasonable control. Downturns in the economy and changes in market conditions are NOT considered force majeure conditions. Force majeure cannot excuse non-compliance with safety requirements and regulations.

Freight Payer – The Customer primarily responsible for paying the line-haul freight charges for transportation provided by AIKR.

Freight Payer Assigned Railcar – Specific empty railcar assigned to a particular Freight Payer for their exclusive use.

Governmental Requirements – Any and all laws, regulations, governmental rules, and orders.

Hazardous Materials – Materials categorized as hazardous materials by the U.S. Department of Transportation under the Hazardous Materials

Transportation Act (49 USC 1801, et seq.) and the Hazardous Materials Regulations (49 CFR Parts 170-179) issued thereunder, as amended from time to time.

Intermediate Switch – The movement of railcars in switch service from the interchange tracks of one carrier to the interchange tracks of another carrier at the same station.

Intra-District Switch – The movement of railcars from one location to another within the switching limits of a station or switching district.

Intra-Plant Switch – A switching movement from one location to another location within the confines of a Customer facility.

Lease Track – Track leased to a Customer through a written lease agreement.

Loading – The complete or partial loading of a railcar in conformity with loading and clearance rules.

Loaded Railcar – A railcar that is completely or partially loaded.

Locomotive Switch – A movement of a locomotive within a switch district, wherein the locomotive moves on its own wheels but not under its own power.

Order Date – The date for which a Customer requests a railcar to be furnished for loading or unloading.

Placement – Refers to either Constructive Placement or Actual Placement.

Private Car – A railcar that is not owned or leased by a rail common carrier.

Private Car Storage – The fee imposed for the occupation of AIKR's owned or controlled tracks by a Private Car.

Private Track – Tracks that are not owned or leased by AIKR.

Receiver – The party to whom the Shipment is to be physically delivered.

Reconsignment – The issuance of a new Shipping Instruction by the Freight Payer that changes the Consignee of a railcar, or a change in the Freight Payer of a Shipment.

Release – Occurs when AIKR is advised that a railcar, identified by number and location, is empty, or when new Shipping Instructions are received. Railcars may only be released when it is accessible to AIKR's crew to pull.

Reloading – When a railcar that has been unloaded by a Customer is held for loading by the same Customer.

RSSM – Rail Security-Sensitive Materials from one or more of the categories and quantities of hazardous materials set forth in 49 CFR 1580.100(b), including:

1. A railcar containing more than 2,268 kg (5,000 lbs.) of a Division 1.1, 1.2, or 1.3 (explosive) material, as defined in 49 CFR 173.50;
2. A tank car containing a material poisonous by inhalation as defined in 49 CFR 171.8, including anhydrous ammonia, Division 2.3 gases poisonous by inhalation as set forth in 49 CFR 173.115(c), and Division 6.1 liquids meeting the defining criteria in 49 CFR 173.132(a)(1)(iii) and assigned to hazard zone A or hazard zone B in accordance with 49 CFR 173.133(a), excluding residue quantities of these materials; and
3. A railcar containing a highway route-controlled quantity of a Class 7 (radioactive) material, as defined in 49 CFR 173.403.

Shipment – Any railcar(s) Tendered to AIKR for transportation.

Shipping Instruction – A Uniform Straight Bill of Lading or Electronic Data Interchange packet in a form acceptable to AIKR.

Sidetrack – Any Private Track that provides access to a Customer facility.

Station – Any location included in the Tariff OPSL 6000-Series.

Team Track – Any tracks owned or controlled by AIKR that are designated by AIKR as team tracks where railcars may be loaded and unloaded by multiple third parties.

Tender – The notification of arrival or Constructive Placement, or the Actual Placement, of an empty or loaded railcar at a Customer facility; or the notification, by a Consignor or Consignee to a Carrier, that a railcar is ready for pick-up.

Tolerance – The greatest acceptable difference in weights due to variation in scales or weighing technique.

Uniform Freight Classification 6000 Series tariff published by Railinc.

Ton – 2,000 pounds, avoirdupois weight.

Uniform Freight Classification – The Freight Tariff

QUICK REFERENCE CHART OF CHARGES (8.2)		
CHARGE NAME	SECTION	CHARGE AMOUNT
MANUAL SHIPPING INSTRUCTIONS	1.2.1	\$50 per faxed shipping instruction
RECONSIGNMENT	1.2.4	\$150 per railcar \$1,500 for blocks of 10 or more railcars
DIVERSION	1.2.4	\$150 per railcar \$1,500 for blocks of 10 or more railcars
LATE DELIVERY OF SHIPPING INSTRUCTIONS	1.2.5	\$300 per railcar
UNSAFE LOADING OF RAILCAR	1.3.2	\$750 per unsafely loaded railcar plus applicable demurrage charges
CLEANING CARS	1.3.3	\$600 minimum per railcar
EMPTY CARRIER CARS ORDERED AND NOT USED	1.3.4	\$300 per railcar – placed at industry \$150 per railcar – cancelled prior to placement
FURNISHING CARRIER RAILCARS THAT SUBSEQUENTLY MOVE ON ANOTHER CARRIER	1.3.5	\$1,800 per Carrier Car
EXCESSIVE DETENTION OF CARRIER CARS (CARS NOT RELEASED IN 15 DAYS)	2.1.3	\$100 per railcar per day
HOLDING HEAVY DUTY FLAT CAR SHORT OF DESTINATION	2.3.1	\$450 per railcar per day
DEMURRAGE	2.4	See page 8 for chart
PRIVATE CAR STORAGE	2.4	See page 8 for chart
HOLDING OF EQUIPMENT	2.5	\$2,400 per locomotive per day after initial 24 hours
SIDETRACK CONTINUATION CHARGE	3.1.9	\$7,500 for 0-5 Annual Carloads \$5,000 for 6-9 Annual Carloads
INTRA-PLANT SWITCHING	4.1	\$225 per railcar
INTRA-DISTRICT SWITCHING	4.1	\$450 per railcar
LOCOMOTIVE SWITCH	4.1	\$600 per locomotive
EXTRA OR SPECIAL SWITCH	4.1	\$900 per occurrence per crew shift
SPECIAL TRAIN SERVICE	5.1.2	\$2,500 cancellation >48 hours notice \$5,000 cancellation <48 hours notice \$5,000 minimum if service provided
TURNING CARS	5.2	\$300 per railcar for a movement within the Customer facility \$450 per railcar for a movement where turning is accomplished on AIKR \$600 per railcar for a movement where turning is accomplished using the facilities of AIKR's interchange partners

STATIONS SERVED (8.3)

NAME	R260	COUNTY	STATE	ZIP	MILEPOST	FSAC	OPSL	SPLC	NOTES
Warrenville	WARRS	Aiken	SC	29851	SA 63.40	29863	29863	446871000	1
Aiken	AIKEN	Aiken	SC	29801	SA 57.30 AB 23.75	29858	29858	446860000	2
Montmorenci		Aiken	SC	29839	SA 53.00	29853	29853	446882000	
Oakwood		Aiken	SC	29801	SA 51.00	29851	29851	446884000	
Natka		Aiken	SC	29801	AB 21.00	29821	29821	446837000	
North Aiken		Aiken	SC	29805	AB 18.00	29818	29818	446835000	

Notes:

- 1 – Interchange with NS
- 2 – SA/AB Junction

Other:

All Stations restricted to 263,000 lbs. Gross

For a complete Official Railroad Station List, go to: <https://www.railinc.com/rportal/official-railroad-station-list>

AIKEN

wcrscorp.com/railroads.html
