



BNSF Intermodal Rules & Policies Guide

BNSFSM
RAILWAY

2005



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To All BNSF Intermodal Customers,

Enclosed is the revised *BNSF Intermodal Rules and Policies Guide (R&PG)*, effective May 2, 2005. This edition replaces the *R&PG* issued January 1, 2002. The *BNSF Intermodal Rules and Policies Guide* is the official document governing all intermodal shipments on BNSF.

Please return the enclosed postage paid postcard. This indicates receipt of the *R&PG* and ensures you will receive future updates.

The *BNSF Intermodal Rules and Policies Guide* will be posted on the [bnsf.com](http://www.bnsf.com) web site, under Markets, Intermodal, in the References section (http://www.bnsf.com/business/iabu/html/intermodal_rules_and_policies_guide.html), which is our official source for the *R&PG*. This new version will be available on the web by May 2.

Please take a moment to review the *BNSF Intermodal Rules and Policies Guide*. Significant modifications occurred throughout the *R&PG*.

Some important changes occurred in the following Items:

- Item 4: Price Authorities Application
- Item 10: Credit and Collections
- Item 16: Shipping Instructions
- Item 17: Shipping Instructions Changes
- Item 19: Rail Carrier Bond
- Item 26: Prohibited Commodities or Equipment and Associated Charges
- Item 27: Restricted Commodities or Equipment and Associated Charges
- Item 28: Hazardous Commodities
- Item 32: Equipment Specification and Standards
- Item 38: North American Container System
- Item 39: Equipment Inspections
- Item 41: Furnishing Chassis
- Item 46: Portable Tank Containers
- Items 51– 54 in the Drayage Chapter
- Item 56: Storage Free Time and Charges
- Item 57: Detention Free Time and Charges
- Item 65: Lading Claims and Filing Procedures
- Appendix A – Storage Free Time and Charges
- Appendix B – NACS Detention Free Time and Charges
- Appendix C – Equipment Detention Free Time and Charges
- Appendix D – Charges and Amounts

In addition, new Items include:

- Item 25: Mexico or Canada Service
- Item 50: On-dock Facilities

If you have any questions about the new *BNSF Intermodal Rules and Policies Guide*, please contact your BNSF Marketing or Customer Support Representative at 1-888-428-2673.

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GENERAL RULES 9

ITEM 1: RULES AND POLICIES GUIDE APPLICATION 9

ITEM 2: COMPLETE OFFER 9

ITEM 3: COMPLETE OFFER ACCEPTANCE 9

COMPLETE OFFER ACCEPTANCE..... 9

 1. Rail-controlled Equipment 9

 2. Private Equipment 10

TRANSPORTATION CONTRACT ACCEPTANCE AND CONFIRMATION..... 10

ITEM 4: PRICE AUTHORITIES APPLICATION 10

PRICE AUTHORITY DEFINITION..... 10

PRICE AUTHORITY TYPES..... 10

 1. Freight All Kinds (FAK) 10

 2. Special Price Quotation 10

 3. Multi-party Agreements 10

 4. Direct or Interline 11

 a. Joint-line (through rate) 11

 b. Rule 11 11

 c. Haulage or other 11

PRICE AUTHORITY MODIFICATIONS..... 11

ITEM 5: APPLICABLE INDUSTRY PUBLICATIONS 12

NATIONAL MOTOR FREIGHT CLASSIFICATION: 100 SERIES..... 12

OFFICIAL OPEN PREPAY STATIONS LIST: OPSL 6000 SERIES..... 12

OFFICIAL INTERMODAL EQUIPMENT REGISTER..... 12

STANDARD TRANSPORTATION COMMODITY CODE: STCC 6001 12

M-930, M-931, AND M-943..... 12

BUREAU OF EXPLOSIVES TARIFF: BOE 6000 SERIES..... 12

DIRECTORY OF HAZARDOUS MATERIALS SHIPPING DESCRIPTIONS..... 12

INTERMODAL LOADING GUIDE..... 12

AAR INTERMODAL INTERCHANGE RULES..... 12

ITEM 6: BNSF REJECTION RIGHTS 12

ITEM 7: GOVERNING LAW AND JURISDICTION 12

ITEM 8: LAWS AND REGULATIONS COMPLIANCE 13

ITEM 9: ARBITRATION 13

CREDIT AND COLLECTIONS 15

ITEM 10: CREDIT AND COLLECTIONS 15

BNSF CREDIT..... 15

BNSF COLLECTION..... 15

ITEM 11: INVOICE DISPUTES 16

ITEM 12: FUEL AND OTHER SURCHARGES 16

FUEL SURCHARGES 16

OTHER SURCHARGES..... 17

ITEM 13: ACCESSORIAL SERVICES AND CHARGES 17

ITEM 14: SPECIAL ASSESSMENTS 17

ITEM 15: STRIKE PROVISIONS 17

SHIPPING INSTRUCTIONS 19

ITEM 16: SHIPPING INSTRUCTIONS 19

SHIPPING INSTRUCTIONS INFORMATION..... 19

REQUIRED SHIPPING INSTRUCTIONS ELEMENTS..... 20

 1. Equipment 20

 2. Movement Information 20

 3. Price/Invoice 20

 4. Commodity 20

 5. Mexico or Canada Shipments 21

TEMPORARY "QUICK BILL" SHIPPING INSTRUCTIONS..... 22

ITEM 17: SHIPPING INSTRUCTIONS CHANGES 22

 SHIPPING INSTRUCTIONS CHANGES APPLICATIONS 22

 SHIPPING INSTRUCTIONS CHANGES PRIOR TO OR AFTER IN-GATE..... 22

 1. Changes Prior to In-gate..... 22

 2. Changes After In-gate 23

ITEM 18: SHIPMENT MISDESCRIPTION 24

 MISDESCRIPTION DEFINITION..... 24

 MISDESCRIPTION CHARGES..... 24

ITEM 19: RAIL CARRIER BOND 25

 MOVEMENT UNDER IT BOND (TYPE 61)..... 25

 MOVEMENT UNDER T&E BOND (TYPE 62) 25

 1. Entering by Rail..... 25

 2. Moving from a Warehouse or Facility..... 26

 GENERAL BOND CONDITIONS 26

SERVICE..... 27

ITEM 20: INTERMODAL SERVICE AND SERVICE LEVELS 27

 SERVICE LEVELS 27

 SERVICE 27

 FORCE MAJEURE..... 27

ITEM 21: INTERMODAL SERVICE CODES 27

 INTERMODAL SERVICE CODES..... 27

 Shipment Type: Domestic 27

 Shipment Type: International..... 27

ITEM 22: SERVICE MODIFICATION 27

ITEM 23: RAIL STOP-OFFS (INTERMEDIATE STOPS)..... 28

ITEM 24: EMBARGO 28

ITEM 25: MEXICO OR CANADA SERVICE 28

PROHIBITED, RESTRICTED, AND HAZARDOUS COMMODITIES AND EQUIPMENT 29

ITEM 26: PROHIBITED COMMODITIES OR EQUIPMENT AND ASSOCIATED CHARGES 29

 PROHIBITED CHARGES AND LIABILITY..... 29

 PROHIBITED COMMODITIES..... 29

 PROHIBITED EQUIPMENT..... 30

ITEM 27: RESTRICTED COMMODITIES OR EQUIPMENT AND ASSOCIATED CHARGES..... 30

 RESTRICTED CHARGES AND LIABILITY..... 30

 RESTRICTED COMMODITIES AND EQUIPMENT REQUIREMENTS..... 30

 RESTRICTED COMMODITIES..... 30

 RESTRICTED EQUIPMENT..... 34

ITEM 28: HAZARDOUS COMMODITIES 34

 HAZARDOUS COMMODITIES REQUIREMENTS..... 34

 1. Shipper's Sole Responsibility 34

 2. Complete Shipping Instructions 34

 3. Hazardous Placards 35

 4. Portable Tank Containers 35

 5. Empty Portable Tank Containers 35

 6. Bulk Bladder Shipments 35

 7. Hazardous Waste Shipments..... 36

 8. Non-conforming Wastes 36

 9. Fumigated Shipment 36

 10. Leaking Shipment 36

 11. Shipper Cleaning Requirements..... 36

 12. Disposal and/or Disposal Facilities 36

 13. Insurance Liability 37

 14. Shipper Indemnity 37

15. Incident Notification 37

EQUIPMENT 39

ITEM 29: SHIPPER LOADING EQUIPMENT..... 39

ITEM 30: SHIPPER UNLOADING AND CLEANING EQUIPMENT 39

ITEM 31: SHIPMENT ADJUSTMENTS (DIS TRESSED LOADS)..... 39

ITEM 32: EQUIPMENT SPECIFICATIONS AND STANDARDS 40

GENERAL EQUIPMENT REQUIREMENTS..... 40

SPECIFIC EQUIPMENT REQUIREMENTS..... 40

ITEM 33: OVERSIZED SHIPMENTS 41

OVERSIZED DEFINITION 41

OVERSIZED SHIPMENT REQUIREMENTS..... 41

OVERSIZED ADJUSTMENTS..... 41

ITEM 34: MAXIMUM EQUIPMENT WEIGHT AND OVERWEIGHT HANDLING 41

MAXIMUM EQUIPMENT WEIGHT 41

OVERWEIGHT EQUIPMENT CHARGES..... 42

IMX OR CROSS-TOWN DRAYAGE..... 42

ITEM 35: EQUIPMENT AVAILABILITY 42

ITEM 36: UIIA TRUCKER INTERCHANGE AGREEMENT 42

ITEM 37: EQUIPMENT ORDERS AND OUTSTANDING EQUIPMENT ORDERS (BUSTED ORDERS). 43

EQUIPMENT ORDERS..... 43

OUTSTANDING EQUIPMENT ORDERS..... 43

ITEM 38: NORTH AMERICAN CONTAINER SYSTEM (NACS) 43

NACS OVERVIEW..... 43

EQUIPMENT APPLICATION..... 43

 1. Order Equipment 43

 2. Outstanding Equipment Orders 43

 3. Street Interchange (flying interchange) 44

 4. Customs..... 44

 5. Rule 11..... 44

NACS DETENTION FREE TIME AND CHARGES..... 44

 1. Load (out-gate) / Load (in-gate)..... 44

 2. Empty (out-gate) / Load (in-gate)..... 45

 3. Load (out-gate) / Empty (in-gate)..... 45

 4. Empty (out-gate) / Empty (in-gate)..... 45

NACS DETENTION SUMMARY..... 45

OTHER NACS CHARGES 45

 1. Inappropriate Interchange Charges 45

 2. Inappropriate Use Charge..... 45

ITEM 39: EQUIPMENT INSPECTIONS 45

GATE INSPECTIONS..... 45

INSPECTION RIGHTS..... 46

INSPECTION REQUESTS..... 46

 1. Inspections On BNSF Property 46

 2. Lading Inspections Beyond BNSF 46

ITEM 40: LIFT PROVISIONS 47

ITEM 41: FURNISHING CHASSIS 47

CHASSIS EXCEPTIONS..... 47

 1. Memphis..... 47

 2. Oakland, Portland, Seattle, S. Seattle, and Tacoma 47

 3. International Interchanged Shipments..... 47

 4. Cross-town 48

 5. Chassis Reposition..... 48

 6. Pre-mount Facilities..... 48

 7. Portable Tank Containers 48

ITEM 42: PRIVATE CHASSIS REGISTRATION 48

ITEM 43: BUNDLED EQUIPMENT 48

ITEM 44: MISCELLANEOUS EQUIPMENT 48

ITEM 45: TEMPERATURE-CONTROLLED EQUIPMENT 49

REQUIREMENTS TO TENDER EQUIPMENT 49

EQUIPMENT REQUIREMENTS 49

TEMPERATURE-CONTROLLED INSPECTIONS 49

TEMPERATURE INFORMATION 49

EMERGENCY SERVICES 49

ITEM 46: PORTABLE TANK CONTAINERS 49

TANK CONTAINER SHIPPING INSTRUCTIONS 49

COMMODITY SPECIFICATIONS 50

EMPTY TANK CONTAINERS 50

EQUIPMENT REQUIREMENTS AND LIABILITY 50

ITEM 47: BULK BLADDER (FLEXI-TANKS) SHIPMENTS 51

ITEM 48: NEWLY MANUFACTURED EQUIPMENT 51

ITEM 49: PRIVATE EMPTY EQUIPMENT (LIMITED QUANTITY) 52

ITEM 50: ON-DOCK FACILITIES 52

RAILCAR LOADING OR UNLOADING 52

RAILCAR INSPECTION AND REPAIR 52

OTHER RAILCAR USAGE POLICIES 52

OPEN OR OVERSIZED SHIPMENTS 52

OTHER APPLICABLE RULES 53

INDEMNITY AGREEMENTS 53

DRAYAGE 55

ITEM 51: BNSF INTERNATIONAL PRIVATE DRAYAGE 55

ITEM 52: CANCEL BNSF DISPATCHED DRAYAGE 55

ITEM 53: IMPRACTICAL BNSF DRAYAGE SERVICES 55

ITEM 54: BNSF DRAYAGE INABILITY 55

ITEM 55: PRIVATE EQUIPMENT DRAYAGE INSURANCE 56

INSURANCE REQUIREMENTS 56

 1. Commercial General Liability Insurance 56

 2. Business Automobile Insurance 56

 3. Workers Liability Insurance 56

 4. Other Conditions 56

STORAGE, DETENTION, AND DRIVER CHARGES 59

ITEM 56: STORAGE FREE TIME AND CHARGES 59

STORAGE APPLICATIONS 59

 1. Storage Application 59

 2. Other Items 59

 3. Storage Free Time 60

 a. Free time 60

 b. Weekends and holidays 60

 c. Storage free time 60

 d. Storage free time exceptions 60

 4. Storage Notification 60

 5. Storage Charges 61

ITEM 57: DETENTION FREE TIME AND CHARGES 64

DETENTION APPLICATIONS 64

 1. Detention Application 64

 2. Detention Notification 64

 3. Detention Free Time 64

 4. Detention Charges 65

ITEM 58: DRIVER (STANDBY) LOADING/UNLOADING FREE TIME AND CHARGES 65

DRIVER STANDBY FREE TIME AND CHARGES 65

LIABILITY.....67

ITEM 59: SHIPPER RESPONSIBILITIES67

SHIPPER REQUIREMENTS.....67

 1. General Shipper Responsibilities67

 2. Shipper Blocking and Bracing68

 3. Shipper Equipment Inspection.....68

 4. Shipper Provided Insurance and Liability69

ITEM 60: SHIPPER GENERAL LIABILITY69

ITEM 61: 49 USC 11706 LIABILITY TERMS.....70

49 USC 11706 REQUIREMENTS.....70

ITEM 62: FEDERAL EXCISE TAX AND TAX REFUND RESPONSIBILITIES.....70

ITEM 63: BNSF LIMITED LIABILITY70

LADING LOSS AND LIABILITY APPLICATION.....70

BNSF LIMITED LIABILITY.....71

 1. Loss or Damage.....71

 2. Shortages71

 3. Additional BNSF Liability Limitations71

ITEM 64: UNDETERMINED (UNLOCATED) LADING LOSS OR DAMAGE72

ITEM 65: LADING CLAIMS AND FILING PROCEDURES73

PAYMENTS BEFORE CLAIMS FILING.....73

FILING CLAIMS TIME LIMIT.....73

FILING CLAIMS REQUIREMENTS.....73

 1. Claims Requirements73

 2. Claims Address.....74

 3. Lawsuit Filing Time Limit.....74

 4. Lawsuit Filing Location74

ITEM 66: EQUIPMENT LIABILITY AND CLAIMS PROCEDURES74

EQUIPMENT LIABILITY AND DAMAGE CLAIMS PROCEDURES.....74

 1. Rail-controlled Equipment Liability and Damage Claims.....75

 a. Liability and claims75

 b. Claims requirements.....75

 c. Damaged equipment depreciated value75

 d. Lost or stolen equipment depreciated value75

 e. Time frame for filing claims75

 2. Private Equipment Liability and Damage Claims.....75

 a. BNSF liability.....75

 b. Shipper liability.....76

 c. Filing claims time limit.....76

 d. Claims requirements.....76

 e. Claims address.....76

 f. Private equipment depreciated value76

 g. Equipment value cost factor index.....77

 h. Salvage calculations77

 i. Depreciated value example77

 j. Depreciated value exceptions.....77

DEFINITIONS.....79

APPENDIX A: STORAGE FREE TIME AND CHARGES91

 GROUP 3 - STORAGE TABLE91

 GROUP 2 - STORAGE TABLE92

 GROUP 1 - STORAGE TABLE93

APPENDIX B: NACS DETENTION FREE TIME AND CHARGES95

 NACS EQUIPMENT DETENTION TABLES.....95

NACS RETURNED LOADED.....95

NACS RETURNED EMPTY.....96

APPENDIX C: EQUIPMENT DETENTION FREE TIME AND CHARGES 97

EQUIPMENT (OTHER THAN NACS) DETENTION TABLES 97

RETURNED LOADED 97

RETURNED EMPTY 98

APPENDIX D: CHARGES AND AMOUNTS 99

CHARGES AND AMOUNTS 99

APPENDIX E: CONTACTS AND PHONE NUMBERS 103

PRIMARY PHONE NUMBER 1-888-428-2673 103

ADDITIONAL CONTACTS AND PHONE NUMBERS 104

GENERAL RULES

ITEM 1: RULES AND POLICIES GUIDE APPLICATION

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

The *BNSF Intermodal Rules and Policies Guide* in combination with a specific BNSF price authority (refer to Item 4: Price Authorities Application) constitutes an offer by BNSF to provide certain exempt transportation services. A separate transportation contract is made each time a shipment is tendered to BNSF according to the offer contained in the *BNSF Intermodal Rules and Policies Guide* and the relevant price authority. When tendering a shipment, the shipper warrants it has authority to enter into this transportation contract and agrees to be bound by the terms of the *BNSF Intermodal Rules and Policies Guide*. The receiver who accepts this shipment also agrees to be bound by the terms of the *BNSF Intermodal Rules and Policies Guide*.

The effective price authority states the specific service locations (facilities) offered in accordance with the *BNSF Intermodal Rules and Policies Guide*.

Combinations of BNSF price authorities may not be used. (See Item 4: Price Authorities Application.)

The shipper must arrange for the transportation of equipment beyond BNSF's rail lines and BNSF is not party to any portion of such arrangements. The interchange of equipment between BNSF and another railroad may only be made at normal intermodal interchange points, unless provided for in the price authority.

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

ITEM 2: COMPLETE OFFER

The complete offer to a shipper consists of this *BNSF Intermodal Rules and Policies Guide* and

the price authority in effect at the time that complete shipping instructions are given to BNSF. The complete offer must be accepted without change unless modified by an exception contained in one of the following:

- Special price quotation.
- Separate written multi-party agreement signed by a BNSF Marketing or Pricing Representative.

Any notation on the shipping instructions directing transportation by BNSF that is inconsistent with or attempts to change the terms of this offer:

- Will be interpreted as a notation made for the private benefit and information of a person or party other than BNSF.
- Will not be a part of this offer.

(For explanation of price quotation or multi-party agreements, see Item 4: Price Authorities Application. See requirements for the shipping instructions in Item 16: Shipping Instructions.)

ITEM 3: COMPLETE OFFER ACCEPTANCE

The acceptance of an offer for rail-controlled and private equipment is defined below.

COMPLETE OFFER ACCEPTANCE

1. Rail-controlled Equipment

If BNSF is performing the origin drayage, acceptance of the offer begins when the rail-controlled equipment is supplied to the shipper. (See Items in the Drayage and Service Chapters.)

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

Empty equipment will be released only to the party who the shipper has been identified as its agent and who has signed a BNSF UIIA Access Agreement. (See Item 36: UIIA Trucker Interchange Agreement.)

The shipper or its agent assumes financial responsibility for the rail-controlled equipment.

2. Private Equipment

The transportation contract and offer of acceptance begin when BNSF accepts the private equipment accompanied by complete shipping instructions. (See Item 16: Shipping Instructions.)

TRANSPORTATION CONTRACT ACCEPTANCE AND CONFIRMATION

Before a shipper tenders the equipment to a BNSF facility or before BNSF dispatches the equipment to obtain a shipment, the transportation contract must be confirmed by sending BNSF complete shipping instructions (via EDI or BNSF's Internet Shipping Instructions) for intermodal (TOFC or COFC) service. (See Item 16: Shipping Instructions.)

ITEM 4: PRICE AUTHORITIES APPLICATION

PRICE AUTHORITY DEFINITION

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

In order to use a BNSF intermodal price authority (either public or private), the shipper must sign a transportation contract.

BNSF price authorities apply only for the stated origin and destination locations named in the authority without intermediate rail stops. (See Item 23: Rail Stop-offs.)

Transportation beyond any locations named in the price authority is not the responsibility of BNSF.

Combinations of BNSF price authorities may not be used.

A price authority does not constitute shipping instructions. The price authority states certain rates, whereas shipping instructions allows a shipper to tender a shipment to BNSF utilizing a price authority. (See Item 16: Shipping Instructions.)

The shipper is responsible for determining the correct intermodal price authority and associated rate at the time the shipment is tendered to BNSF. The shipper must furnish the correct price authority on the shipping instructions. The applicable rate is based on the price authority in effect and stated on the shipping instructions when the shipment is tendered to BNSF. The

price authority, stated on the shipping instructions when the shipment is tendered to BNSF, determines the rate (freight charge) and other applicable charges that are invoiced and due. (See Item 16: Shipping Instructions and Item 17: Shipping Instructions Changes.)

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

Failure of the shipper to furnish the correct price authority will not relieve the shipper from its obligation to pay charges based upon the price authority in effect and on the shipping instructions when the shipment is tendered to BNSF.

(See Items in the Credit and Collections Chapter and Item 1: Rules and Policies Guide Application.)

PRICE AUTHORITY TYPES

Described below are types of intermodal price authorities -- Freight All Kinds, Special Price Quotation, Multi-party agreements, Direct, and Interline.

Regardless of authority type, Restricted commodities or Restricted equipment requires a special price authority. (See Item 27: Restricted Commodities or Equipment and Associated Charges.)

1. Freight All Kinds (FAK)

General rates offered to various types of customers (such as domestic, international, contract holders, or non-contract holders) for transporting intermodal shipments on BNSF. Unless otherwise specified, these price authorities are not applicable for Restricted or Hazardous commodities.

2. Special Price Quotation

A special rate negotiated for a specific intermodal shipment based on certain factors (such as shipper, commodity, volume, actual origin, actual destination, and equipment) and issued by a BNSF Marketing or Pricing Representative. Any special price quotations will be immediately confirmed in writing. In the event of disagreement concerning an oral quotation, the written confirmation will take precedence. Unless otherwise specified, these price authorities are not applicable for Restricted or Hazardous commodities.

3. Multi-party Agreements

A contractual arrangement between any or all of these parties (BNSF, shipper, beneficial owner, or shipper's agents) established by a

BNSF Marketing or Pricing Representative. Only the prices or price authorities that refer to a multi-party agreement will apply. Multi-party agreements include all transportation and price contracts, tri-party agreements, and ancillary agreements. Unless otherwise specified, these price authorities are not applicable for Restricted or Hazardous commodities.

4. Direct or Interline

Price authorities (FAKs, special price quotations, or multi-party agreements) state if the rates can be used for direct (BNSF only) or interline (BNSF and other railroad(s)) transportation.

Interline price authority rates are either joint-line or Rule 11. Unless otherwise specified, the direct or interline price authorities are not applicable for Restricted or Hazardous commodities.

BNSF will not accept intermodal coiled metal shipments via steel-wheel interchange or from on-dock locations, regardless if stated in a price authority. (See Item 27: Restricted Commodities or Equipment and Associated Charges.)

BNSF will not provide cross-town transfers, interchange, or drayage of hazardous portable tank container shipments, regardless if stated in a price authority. (See Item 28: Hazardous Commodities.)

a. Joint-line (through rate)

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

Send the shipping instructions only to the origin carrier, who will forward the shipping instructions to the other carriers in the route.

b. Rule 11

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

Shipping instructions for Rule 11 shipments must be sent only to the origin

carrier. The origin carrier forwards all shipping information to the other carriers in the route. "Rule 11" must be indicated on the original shipping instructions along with each price authority for the rail carriers involved in the movement. Even though all price authorities are stated only on the origin railroad's shipping instructions, each railroad will invoice the shipper separately. In addition, the intermediate (cross-town) notify party (and phone number) and the final notify party (and phone number) are required on Rule 11 shipping instructions. (See Item 16: Shipping Instructions.)

Cross-town transfers are not included on Rule 11 shipments that originate on BNSF, regardless if the price authority allows Rule 11. (See Item 41: Furnishing Chassis.)

On interline shipments, Rule 11 can only be used if the price authority specifically states Rule 11 is applicable. If a Rule 11 notation is not on the price authority, the rate assessed will be a published BNSF FAK joint-line rate in effect at the time of shipment. If there is not an applicable BNSF FAK interline rate, the rate assessed will be the BNSF FAK rate to the interchange point, plus a \$500 charge.

Rule 11 is not applicable on NACS shipments. (See Item 38: North American Container System.)

c. Haulage or other

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

PRICE AUTHORITY MODIFICATIONS

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

when the other carriers' portions increase on associated joint-line rates.

If a shipment is misdescribed, BNSF has the right to revoke the price authority and/or the BNSF transportation contract for that shipper. (See Item 18: Shipment Misdescription).

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

(See Item 22: Service Modification.)

ITEM 5: APPLICABLE INDUSTRY PUBLICATIONS

The following publications (or successors) also govern transportation services subject to the *BNSF Intermodal Rules and Policies Guide*. Applicable versions are the publications in effect at the time of shipment.

NATIONAL MOTOR FREIGHT CLASSIFICATION: 100 SERIES

This publication provides commodity descriptions and released valuations. Author: National Motor Freight Traffic Association. Publisher: SMC3.

OFFICIAL OPEN PREPAY STATIONS LIST: OPSL 6000 SERIES

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

OFFICIAL INTERMODAL EQUIPMENT REGISTER

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

STANDARD TRANSPORTATION COMMODITY CODE: STCC 6001

This publication contains commodity descriptions (proper shipping names), including hazardous and explosive commodities. Publisher: RAILINC.

M-930, M-931, AND M-943

These are specifications M-930, M-931, and M-943 of the AAR Manual of Standards and

Recommended Practices. This publication identifies trailer, container, and chassis construction requirements and defines standards and recommended practices. Publisher: Association of American Railroads.

BUREAU OF EXPLOSIVES TARIFF: BOE 6000 SERIES

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

DIRECTORY OF HAZARDOUS MATERIALS SHIPPING DESCRIPTIONS

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

INTERMODAL LOADING GUIDE

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

AAR INTERMODAL INTERCHANGE RULES

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

ITEM 6: BNSF REJECTION RIGHTS

BNSF reserves the right to reject any equipment or shipment not complying with the *BNSF Intermodal Rules and Policies Guide*, applicable industry publications, or Department of Transportation requirements.

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

(See Item 59: Shipper Responsibilities.)

ITEM 7: GOVERNING LAW AND JURISDICTION

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

ITEM 8: LAWS AND REGULATIONS COMPLIANCE

BNSF may elect to take whatever action it deems reasonable to resolve the situation if a shipment at any point during transit:

- Is deemed unsafe, illegal, prohibited.
- Does not meet BNSF, federal, state, or local laws and regulations (including, but not limited to, equipment gross axle weight, equipment size, blocking, bracing, loading, or lading).

However, BNSF is not under any obligation to take action. The shipper and receiver remain jointly and severally liable for all expenses, costs, fines, penalties, and damages (including, but not limited to, property and equipment) that result from the shipper's failure to tender the shipment properly in accordance with applicable laws and regulations governing freight transportation. (See Item 59: Shipper Responsibilities.)

Portable tank containers will not be accepted for movement unless the shipment complies with applicable Department of Transportation regulations and the American Association of Railroad's "600" specifications for portable tank containers. (See Item 46: Portable Tank Containers.)

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

The shipper must conform to the Carriage of Goods at Sea Act when tendering an international shipment. The Carriage of Goods at Sea Act identifies international packaging and liability limitations. (See Item 63: BNSF Limited Liability).

ITEM 9: ARBITRATION

If a dispute arises regarding terms of the transportation contract, interpretation, application, or enforcement, any party may provide written notification to the appropriate parties indicating

the dispute should proceed to arbitration. Written notice should include, but is not limited to, the issue(s) to be arbitrated and the issues, claims, or relief sought.

If the dispute cannot be resolved within thirty (30) days after notification, the dispute will be referred to an arbitrator (or arbitrator panel) and decided according to the rules and procedures of the American Arbitration Association (AAA). The decisions of the arbitrator (or panel) are final and binding for all parties involved in the dispute. The decision and award of the arbitrator will be rendered within thirty (30) days after the close of the arbitration proceeding.

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

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

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

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

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

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CREDIT AND COLLECTIONS

ITEM 10: CREDIT AND COLLECTIONS

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

If you are a new intermodal shipper on BNSF, for more information, please visit [bnsf.com](http://www.bnsf.com), under Markets, Intermodal, New Customers - http://www.bnsf.com/business/iabu/html/new_customers.html.

BNSF CREDIT

1. Credit must be established and approved by the BNSF Credit department at 1-817-352-4194 or utilize the [bnsf.com](http://www.bnsf.com) web site at http://www.bnsf.com/business/html/credit_application.html.
Without established credit, all shipments must be paid for in advance of service.
2. All payments (including, but not limited to, freight charges, accessorial service charges, surcharges, and other applicable charges) must be paid in U.S. funds by the shipper in accordance with BNSF credit terms or individual contract terms. All charges will be assessed to the shipper.
(See Item 4: Price Authorities Application, Item 12: Fuel and Other Surcharges, Item 13: Accessorial Services and Charges, and Item 14: Special Assessments.)
3. BNSF reserves the right, at its sole discretion, to cancel credit and to require cash in advance of service.

BNSF COLLECTION

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

A shipment tendered on a cash basis will be held by BNSF until payment is received. Send the check to BNSF Accounting Revenue Management, 176 East Fifth Street, St. Paul, MN, 55101.

3. In the event of an invoice error, a balance due bill or refund will be issued. Filing for invoice errors (overcharges or refunds) must occur within three (3) years of the shipment's movement or waybill date.
Lading (freight) claims are addressed in Section 7 of this Item and are not considered an overcharge or refund.
(See Item 11: Invoice Disputes.)
4. If the shipper's bank dishonors any electronic funds transfer submitted by BNSF, the shipper will be given notice and the price authorities utilized may be terminated.
5. In the event a shipper is delinquent on any outstanding BNSF payments or charges, unless under dispute, BNSF reserves the right to withhold and/or deduct any refunds and/or incentive payments due to the shipper. Payments not made to BNSF within the applicable payment terms are considered delinquent. (See the process for an invoice dispute in Item 11: Invoiced Disputes.)
6. In the event the shipper fails to pay any undisputed invoiced charges within the credit period and fails to provide adequate documentation to dispute the charges within the credit terms, BNSF will apply a finance charge on all delinquent invoices. The finance charge will be the highest rate allowed by law. (See Item 11: Invoice Disputes.)
7. If filing a lading (freight) or equipment claim, all outstanding payments or charges are due according to standard payment terms. If applicable, any reimbursement of payments will be handled in the claims process. (See Item 65: Lading Claims and Filing Procedures and Item 66: Equipment Liability and Claims Procedures.)

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

letter of credit, or other form of security arrangement in the event that there is a substantial change in the shipper's ownership. A substantial change in the shipper's ownership will occur when more than twenty-five percent (25%) of the shipper's ownership interests will be transferred to the new owners.

ITEM 11: INVOICE DISPUTES

A shipper contending an erroneous charge shall pay the amount the shipper believes is correct and provide a written explanation attached to the invoice. Return the invoice and corrections to the stated address within the BNSF credit period or applicable contract terms. Finance charges will apply on non-disputed delinquent invoices. (See Item 10: Credit and Collections.)

The shipper is responsible for determining the correct price authority and rate when tendering the shipment to BNSF. The shipper must furnish the correct price authority on the shipping instructions. The price authority, stated on the shipping instructions when the shipment is tendered to BNSF, determines the freight charge and any applicable charges that are invoiced and due. The price authority (and associate rate) cannot be changed after the shipment is tendered to BNSF. (See Item 4: Price Authorities Application.)

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

ITEM 12: FUEL AND OTHER SURCHARGES

FUEL SURCHARGES

All transportation services and shipments provided by BNSF will be subject to any fuel cost recovery surcharge implemented by BNSF or imposed on BNSF, regardless of price authority, contract, or agreement (including all multi-party agreements, transportation contracts, and other agreements). Thus, when a fuel surcharge is levied, the fuel surcharge will supersede (apply) even if there is an inconsistent or contrary provision in a BNSF price authority, contract or agreement (including all multi-party agreements, transportation contracts, or other agreements).

During times that a fuel surcharge is levied, the fuel surcharge charge (percentage or dollar amount) can be viewed on the bnsf.com web site,

under Markets, Intermodal (http://www.bnsf.com/business/iabu/html/intermodal_fuel_surcharge.html) or obtained from a BNSF Marketing Representative.

OTHER SURCHARGES

In addition, BNSF may, regardless of price authority, contract, or agreement (including all multi-party agreements, transportation contracts, and other agreements), apply other types of surcharges on all transportation services and shipments provided by BNSF. Thus, when other surcharges are levied (including, but not limited to, peak season surcharges, and hazardous surcharges), the other surcharges will supersede (apply) even if there is an inconsistent or contrary provision in a BNSF price authority, contract or agreement (including all multi-party agreements, transportation contracts, or other agreements).

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

ITEM 13: ACCESSORIAL SERVICES AND CHARGES

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

If the shipper requests and submits a BNSF authorization form for accessorial services, BNSF will make a diligent effort to execute the request.

The shipper is responsible for any applicable accessorial charges and associated federal, state and local taxes, surcharges, or charges, regardless of BNSF obtaining an authorization.

(See Item 10: Credit and Collections and a summary of charges in Appendix D: Charges and Amounts.)

ITEM 14: SPECIAL ASSESSMENTS

All transportation services and shipments will be subject to any special assessments or surcharges implemented by BNSF or levied on BNSF, regardless of price authority type, contract, or agreement (including all multi-party agreements, and transportation contracts).

In addition, BNSF may require the shipper to pay any costs, expenses, charges, fees, taxes, tolls, duties, levies, usage fees, access fees,

surcharges, and special charges assessed to BNSF on applicable shipments that are imposed by, but are not limited to, any port authority, federal, state, local, or governmental agency.

ITEM 15: STRIKE PROVISIONS

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

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SHIPPING INSTRUCTIONS

ITEM 16: SHIPPING INSTRUCTIONS

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

SHIPPING INSTRUCTIONS INFORMATION

All shipments must be tendered with complete shipping instructions (via EDI or BNSF's Internet Shipping Instructions) or utilize the BNSF "Quick Bill" program. (For electronic interchange information, the eBusiness site is available at http://www.bnsf.com/e_services/.)

Shipping instructions must be received prior to BNSF accepting the shipment at a BNSF facility, or prior to dispatching empty equipment for BNSF origin drayage. (See Item 3: Complete Offer Acceptance.)

Submit shipping instructions at least:

- One (1) hour before a shipment containing non-hazardous commodities is tendered to BNSF.
- Two (2) hours before a shipment containing hazardous commodities is tendered to BNSF. (See Item 28: Hazardous Commodities.)

When delivering the equipment to a BNSF facility, the drayman must state the applicable shipper and intermodal facility destination, and if appropriate, must declare any hazardous commodities. Hazardous shipping instructions and documentation must be complete when the shipment is tendered to BNSF.

Shipments arriving at BNSF facilities with incomplete, missing, or incorrect shipping instructions may be held at origin and/or destination until complete and correct shipping instructions are provided to BNSF (by proper billing methods of either EDI or BNSF's Internet Shipping Instructions). Detention and storage charges will be assessed at origin and/or destination for shipments that are delayed while shipping instructions are completed or corrected. (See Item 56: Storage Free Time and Charges, and Item 57: Detention Free Time and Charges.)

Shipping instructions are kept for a limited time. The shipping instructions will be deleted in BNSF's system if the associated shipment has not been tendered within eight (8) days for containers and five (5) days for trailers. After these times, new shipping instructions must be sent to BNSF before tendering the shipment.

Any notation on the shipping instructions directing transportation by BNSF that is inconsistent with or attempts to change the terms of the complete offer (see Item 2: Complete Offer):

- Will be interpreted as a notation made for the private benefit and information of a person or party other than BNSF.
- Will not be a part of the offer.

The price authority stated on the shipping instructions cannot be changed after the shipment is tendered to a BNSF facility. (See Item 4: Price Authorities Application.)

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

- Check to see if the shipping instructions have been processed within BNSF's system, but are not yet available at the gate. Prior to the shipment arriving at the gate, the status of the shipping instructions can be obtained on the [bnsf.com](http://www.bnsf.com) web site by using the DLL application within the secured [bnsf.com](http://www.bnsf.com) application (<http://www.bnsf.com/ipower.html>) or the interactive voice response (IVR) application at 1-888-428-2673, ~~option 4~~.
- If shipping instructions have not been received by BNSF, send the shipping instructions via EDI or via the BNSF Internet shipping instructions.

To change shipping instructions, see Item 17: Shipping Instructions Changes. Shipments may be subject to charges when changing shipping instructions, depending upon the changes made and associated status of the shipment.

For any shipment misdescribed or tendered without the proper information or conditions, the shipper can incur additional charges. (See Item 18: Shipment Misdescription, Items in the Equipment Chapter, Item 26: Prohibited Commodities or Equipment and Associated Charges, and Item 27: Restricted Commodities or Equipment and Associated Charges.)

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

REQUIRED SHIPPING INSTRUCTIONS ELEMENTS

The shipping instructions are considered complete only when all the following required elements are provided to BNSF (via EDI or BNSF's Internet Shipping Instructions).

1. Equipment

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

2. Movement Information

- Intermodal service code (see Item 21: Intermodal Service Codes)
- Intermodal service level (see Item 20: Intermodal Service and Service Levels)
- Origin intermodal facility
- Destination intermodal facility
- Actual origin (city and state/province)
- Actual destination (city and state/province)
- Actual origin ZIP code
- Actual destination ZIP code
- Shipper
- Shipper phone number
- Receiver
- Beneficial owner
- Actual shipper
- Actual receiver
- Notify party name
- Notify party phone number
- Notify party fax number
- Route (use the exact route shown on the price authority)
- If international:
 - Embarkation or debarkation port
 - Vessel name
 - Voyage number
 - Booking number
 - Broker's name
 - Actual piece count
 - In-bond: (specify yes or no)
 - If yes: specify railroad bond or shipper bond
 - If railroad bond: Customs Immediate Transportation (IT) or T&E Manifest information (see Item 19: Rail Carrier Bond)
- If interline Rule 11:
 - Cross-town and final notify parties
 - Cross-town and final notify phone numbers
 - Rule 11 (specify yes or no) (see Item 4: Price Authorities Application)

- If yes: specify all railroads' price authorities.

3. Price/Invoice

- Price authority (document name). (See Item 4: Price Authorities Application.) The price authority stated on the shipping instructions cannot be changed after the shipment has been tendered to BNSF.
- Shipper's instructions number (also considered "working order," "tracking," "pro number", or "PO number")
- Freight charges payer
- Prepaid or collect.

4. Commodity

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

- UN/NA identification number (when required)
- Packing group (when required)
- Total quantity as described in 49 CFR
- 24-hour emergency response telephone number (when required)
- DOT exemption number (when required)
- Other additional shipping instructions (paper instructions) information when required by 49 CFR in 172.200 through 172.300.
- Fumigated shipments, if yes, see Item 28: Hazardous Commodities
- Hazardous waste shipments (See Item 28: Hazardous Commodities. Waste Manifest and EPA Acknowledgement of Consent must be provided before movement can occur.)
(See Item 28: Hazardous Commodities.)
(For complete hazardous material information required by the Department of Transportation, please refer to 49 CFR.)
- Bulk bladder (flexi-tank) shipments require:
 - 24-hour emergency response telephone number (for all commodities)
 - Actual commodity description (proper shipping name) and associated STCC
 - “Bulk bladder” or “flexi-tank” must be declared as part of the commodity description (proper shipping name).
(See Item 47: Bulk Bladder (Flexi-tanks) Shipments.)
- Portable tank container shipments require:
 - 24-hour telephone number (for all commodities)
 - Actual commodity description (proper shipping name) and associated STCC
 - Commodity description (proper shipping name) (written on the outside of the portable tank container in a waterproof medium)
 - DOT exemption number (when required).
(See Item 46: Portable Tank Containers.)

5. Mexico or Canada Shipments

Providing all of the following information for Canadian and Mexican shipments allows BNSF to forward accurate information. In addition, send a complete set of Customs documents to the connecting carrier to prevent delays. (See Item 25: Mexico or Canada Service.)

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

- Entry number
- Class of entry
- Name and address receiving the 7512 form.

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

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

(See Item 25: Mexico or Canada Service.)

TEMPORARY "QUICK BILL" SHIPPING INSTRUCTIONS

BNSF will not allow equipment in the gate without complete shipping instructions. In lieu of receiving shipping instructions (via EDI or BNSF's Internet Shipping Instructions) prior to the shipment arriving at the gate, BNSF will accept a pre-established Quick Bill number as a temporary shipping instructions substitute, if the shipper's drayman can provide the following information at the BNSF origin facility:

- Shipper
- Origin intermodal facility
- Destination intermodal facility
- "Quick Bill" number.

When the shipper uses a Quick Bill, complete shipping instructions (via EDI or BNSF's Internet Shipping Instructions) must be received by BNSF within twenty-four (24) hours after the shipment is tendered to BNSF. Failure to send shipping instructions will delay the equipment at the destination facility and incur storage charges. (See Item 56: Storage Free Time and Charges).

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

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

In addition, BNSF is not responsible for delivery of the shipment to the wrong destination facility if BNSF was provided incorrect Quick Bill information by the drayman. In this event, the shipper (as indicated by the drayman) providing the Quick Bill is responsible for the freight charge

to the (proper) destination, plus any additional transportation cost or expense to move the equipment to the different destination, and other applicable charges.

ITEM 17: SHIPPING INSTRUCTIONS CHANGES

SHIPPING INSTRUCTIONS CHANGES APPLICATIONS

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

Only one shipping instructions change may be made per shipment. BNSF will make a reasonable effort to execute the request, but is not responsible if the requested change cannot be made.

If incorrect information provided on the shipping instructions causes BNSF to make corrections, a \$50 charge will be assessed the shipper, in addition to other charges related to Shipping Instructions Changes, and other applicable charges.

(See Item 16: Shipping Instructions.)

SHIPPING INSTRUCTIONS CHANGES PRIOR TO OR AFTER IN-GATE

1. Changes Prior to In-gate

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

- a. Shipping instructions changes that are received and processed will replace previously received shipping instructions. BNSF does not verify or compare information prior to the shipment's in-gate. The shipping instructions used for transporting and invoicing of the shipment will be the shipping instructions that are accepted and processed within BNSF's transportation system at the time the shipment is tendered to BNSF.
- b. Prior to tendering the equipment, shipping instructions changes are allowed at no charge with written documentation sent via EDI or BNSF's Internet shipping instructions application. (See Item 16: Shipping Instructions.)

Certain shipping instructions changes requested after the shipment has been tendered will not automatically be accepted. (See Shipping Instructions Changes After In-gate.)

2. Changes After In-gate

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

Only one shipping instructions change may be made per shipment.

- a. After the equipment has been tendered to BNSF, the shipper, origin, and the price authority stated on the original shipping instructions cannot be changed once a valid price authority has been provided to BNSF and the equipment has been accepted at a BNSF facility. (See Item 4: Price Authorities Application.)

When hazardous shipments are tendered to BNSF, all shipping instructions must be complete (as described in Item 16: Shipping Instructions) including all the hazardous information, the actual hazardous commodity description (proper shipping name) and accurate applicable STCC. Any type of FAK commodity description or FAK STCC is prohibited for hazardous commodities. The shipping instructions for a hazardous shipment cannot state an FAK description or an FAK STCC, and then be changed to the actual hazardous description or STCC after the shipment is tendered to BNSF.

- b. Certain shipping instructions changes require written documentation and authorization by a BNSF Customer Support Representative (1-888-428-2673, [option 2](#)). These changes may be requested by utilizing the secured BNSF Internet Shipping Instructions Modifications web site as defined in the following Sections.

No shipping instructions changes will be allowed on in-bond shipments without prior approval from a BNSF International

Customer Support Representative. (See Item 19: Rail Carrier Bond.)

- c. BNSF will make a reasonable effort to execute the request, but is not responsible if the requested change cannot be made. Approval of the change must be determined, depending on the status of the shipment.
- d. If shipping instructions elements are requested to be changed and it is determined a change can be accomplished, a \$50 charge will be assessed the shipper, in addition to any other charges related to Shipping Instructions Changes, rate differentials, and other applicable charges.
- e. The following shipping instructions changes may be allowed for a \$50 charge with written documentation provided to a BNSF Customer Support Representative or by utilizing the secured BNSF Internet Shipping Instructions Modifications web site. The chargeable shipping instructions changes consist of:
 - Actual shipper name or address on service codes 20, 22, 40, 42, 60, 62, 80, or 82
 - Destination hub (see Section 2 h, i, and j)
 - Equipment removal prior to outbound rail movement (see Section 2 g)
 - In-bond changes (see Section 2 b)
 - Receiver or actual receiver name or address on service codes 20, 27, 40, 47, 60, 67, 80, or 87
 - Route
 - Service code
 - Service level (see Section 2 f)
 - TOFC/COFC status.

Any change must still be valid for the price authority indicated on the shipping instructions when the shipment was tendered to BNSF. (See Section 2 a of this Item, Item 19: Rail Carrier Bond, Item 20: Intermodal Service and Service Levels, and Item 21: Intermodal Service Codes.)

- f. A service level change can be only for an improvement in (or faster) service. The service level, as with any approved change, must still be valid for the price

authority indicated on the shipping instructions when the equipment was tendered to BNSF. (See Section 2 a of this Item, and Item 20: Intermodal Service and Service Levels.)

- g. When equipment is removed from BNSF prior to outbound rail transportation, the shipper will be assessed a \$200 charge, the \$50 charge for changing shipping instructions, applicable storage and detention charges (see Item 56: Storage Free Time and Charges and Item 57: Detention Free Time and Charges), and other applicable charges.
- h. Changing or correcting the destination facility on the shipping instructions is not practical after the equipment is loaded onto a railcar. If it is determined that a change to the destination can be accomplished without adversely affecting other shipments, then the charge will be \$500 per shipment, plus the \$50 for changing shipping instructions, any applicable rate differential and other applicable charges. (See Item 23: Rail Stop-offs.)

To make the destination facility change, contact Customer Support or use the secured BNSF Internet Shipping Instructions Modifications web site.

If the requested change cannot be made and a different destination is still desired, the shipment must terminate at the original billed destination. After arrival at the (original) destination, new shipping instructions must be sent (via EDI or BNSF's Shipping Instructions Internet site) in order to move the shipment to the different destination. The origin (which in this case is the original billed destination) and the new (different) destination must be stated in a valid price authority and provided in the new shipping instructions. Please contact the BNSF Revenue Prerate and Waybilling Center at 1-800-786-2873 when sending in the new shipping instructions.

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

Internet Shipping Instructions Modifications web site. The \$50 shipping instructions charge will be assessed, in addition to other applicable charges.

After the shipment is unloaded from the railcar, changes to the notify party or if the notify party refuses the shipment, the charges assessed the shipper will include, but are not limited to, shipping instructions changes, applicable storage and detention charges, and any other applicable charges. (See Item 56: Storage Free Time and Charges.)

- j. To change the booking, vessel, or voyage number after train arrival at destination on service code 87, 80, 47, or 40 shipments, contact Customer Support or use the secured BNSF Internet Shipping Instructions Modifications web site. The \$50 charge for changing shipping instructions will be assessed, plus any other applicable charges. (See Section 2 h for destination changes.)

ITEM 18: SHIPMENT MISDESCRIPTION

MISDESCRIPTION DEFINITION

The shipper is responsible for providing complete and accurate information as stated within this *BNSF Intermodal Rules and Policies Guide*.

Misdescriptions constitute any shipment information provided to BNSF that is erroneous or incomplete. Shipment misdescriptions include improperly describing information deemed necessary throughout this *BNSF Intermodal Rules and Policies Guide*, including but not limited to, shipping instructions and information, commodity descriptions, shipment information, equipment information, shipper, beneficial owner, or price authority. (See Item 16: Shipping Instructions.)

MISDESCRIPTION CHARGES

The shipper will be assessed the following charges, in addition to any applicable price differential, and other applicable charges:

- A \$500 charge for a misdescribed shipment that contains non-Restricted commodities.
- A \$2,000 charge for a misdescribed shipment that contains Prohibited or Restricted commodities (excluding Hazardous).

- A \$5,000 charge for a misdescribed shipment that contains Hazardous commodities. (See Item 26: Prohibited Commodities or Equipment and Associated Charges, Item 27: Restricted Commodities or Equipment and Associated Charges, and Item 28: Hazardous Commodities.)

BNSF has the right to inspect shipments to ensure shipping instructions accuracy and proper loading, but it is not required to perform such inspections. (See Item 39: Equipment Inspections.)

If a misdescribed shipment occurs, BNSF has the right to revoke the price authority and/or the BNSF transportation contract for that shipper. (See Item 4: Price Authorities Application.)

ITEM 19: RAIL CARRIER BOND

MOVEMENT UNDER IT BOND (TYPE 61)

Price authorities may, under certain limited circumstances, include the use of BNSF's bond on shipments moving under an "immediate transportation (IT) manifest entry."

The shipper will be assessed a \$200 charge per shipment to use BNSF's bond, in addition to other applicable charges. A BNSF bond may be requested; however, BNSF is not obligated to authorize use of the bond. The importer of record must be the rail shipper on the shipping instructions.

No shipping instructions changes will be allowed on in-bond shipments without prior approval from a BNSF Customer Support Representative. (See Item 17: Shipping Instructions Changes.)

If an authorized BNSF bond is used, the shipper must provide the United States Customs IT number on the shipping instructions submitted to BNSF. The original IT must be delivered to the origin BNSF intermodal facility prior to, or at the time of, movement for the railroad bonded import shipment.

The equipment initial and number must be on the IT when tendered to BNSF for signature before proceeding to Customs for execution.

If the equipment (initial and number) and IT number are missing on the shipping instructions, the shipper will be assessed a \$200 charge per shipment, in addition to other applicable charges. (See Item 16: Shipping Instructions.)

BNSF's bond can only be used for:

- Transloaded shipments (moving contents from one piece of equipment to another), when the transloading is performed at a bonded warehouse.
- Shipments delivered from a port facility to a BNSF facility or from a BNSF facility to the actual destination (prior to Customs clearance) with a bonded drayman.

Before equipment is removed from the BNSF premises for Customs clearance, a permit to transfer the bond's responsibility must be secured by the shipper to cover all in-bond shipments moving under BNSF's United States Customs bond.

When a shipment moves on a BNSF Customs bond, the shipper must provide documentation, including copies of the blanket manifest, outbound seal records, and applicable equipment numbers for any Customs claims (due to incomplete or improper Customs documents).

(See Item 25: Mexico or Canada Service and Item 56: Storage Free Time and Charges.)

MOVEMENT UNDER T&E BOND (TYPE 62)

The shipper may use BNSF's carrier bond for shipments moving under a "transportation and exportation" (T&E) manifest entry under the following conditions.

In order to request use of BNSF's bond, contact the T&E Bond Approval Desk by calling 1-915-534-2362. A BNSF bond may be requested; however, BNSF is not obligated to authorize use of the bond.

The shipping instructions must indicate that the shipment is moving under a T&E bond and state the T&E bond number. If the equipment, T&E number, and bond status are missing on the shipping instructions, the shipper will be assessed a \$200 charge per shipment, in addition to other applicable charges. (See Item 16: Shipping Instructions.) No shipping instructions changes will be allowed on in-bond shipments without prior approval from a BNSF Customer Support Representative. (See Item 17: Shipping Instructions Changes.)

1. Entering by Rail

BNSF's bond can be used for shipments entering the United States by rail from either Mexico or Canada and then exiting the United States by rail. (See Item 25: Mexico or Canada Service.)

Shipments that transit the United States between Canada and Mexico and both enter and exit the United States on a railcar move

under an electronic T&E or V-bond. An electronic (paperless) V-bond is created within the United States Customs Automated Manifest System (AMS) system, which is for Customs clearance of rail shipments crossing the borders. Additional information on the AMS can be found on the Customs web site at

http://www.cbp.gov/xp/cgov/import/operations_support/automated_systems/ams/rail_features.xml or on the BNSF Mexico web site at <http://bnsfweb.bnsf.com/departments/mexico/OpImRailAMS.html>.

No charge will be assessed when using an electronic (paperless) T&E bond for the shipment moving on BNSF.

2. Moving from a Warehouse or Facility

BNSF's bond can be used for Mexico or Canada bound shipments that are loaded at a Bonded United States Warehouse, Facility, and/or Free Trade Zone (FTZ), shipped on BNSF, and then exit the United States by rail. BNSF's bond can also be used for shipments that originate in Mexico, are drayed (trucked) to a BNSF facility for transportation and exportation, and then are returned to Mexico by rail. (See Item 25: Mexico or Canada Service.)

Complete and fax the T&E form (number 7512) to 1-915-534-2300 for BNSF's approval and signature. Upon approval, the form will be returned to the shipper. The shipper is responsible for obtaining Customs' signature and forwarding the form to the appropriate Customs' office at the export location.

The shipper will be assessed a \$200 charge per shipment to use a BNSF approved paper T&E (form 7512) bond, in addition to other applicable charges.

GENERAL BOND CONDITIONS

The shipper will be assessed a \$10,000 charge for inappropriate use of BNSF's bond, in addition to all other damages, expenses, costs incurred, and other applicable charges.

THE SHIPPER GUARANTEES PAYMENT AND AGREES TO INDEMNIFY BNSF FROM AND AGAINST ALL LOSS AND LIABILITY FOR CUSTOMS DUTIES, TAXES, AND ANY OTHER REVENUE LOSS DUE TO ASSESSMENT UNDER THE STATUTES, RULES, OR REGULATIONS OF THE UNITED STATES CUSTOMS SERVICE AND INTERNAL REVENUE SERVICE. THIS APPLIES AFTER DELIVERY BY BNSF TO THE RECEIVER OR

ITS DESIGNATED AGENT ON IN-BOND SHIPMENTS RESULTING, IN WHOLE OR IN PART, FROM ANY FAILURE BY THE SHIPPER OR ITS DESIGNATED AGENTS TO COMPLY WITH RULES OR REGULATIONS, INCLUDING, BUT NOT LIMITED TO, SHORTAGES, IRREGULAR DELIVERY OR NON-DELIVERY OF IN-BOND SHIPMENTS MOVING UNDER THIS *BNSF INTERMODAL RULES AND POLICIES GUIDE*, REGARDLESS OF NEGLIGENCE OR ALLEGED NEGLIGENCE OF BNSF.

(See Item 25: Mexico or Canada Service, and Item 56: Storage Free Time and Charges for bonded shipments not cleared Customs in twenty (20) days will be referred to a Customs General Order Warehouse.)

SERVICE

ITEM 20: INTERMODAL SERVICE AND SERVICE LEVELS

SERVICE LEVELS

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

The following are BNSF's intermodal service levels:

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

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

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

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

SERVICE

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

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

BNSF will not be liable for failure to perform transportation services.

Intermodal service schedules can be viewed on the Intermodal bnsf.com web site (<http://www.bnsf.com/business/iabu/>).

(See Item 22: Service Modification.)

FORCE MAJEURE

BNSF will be excused from any obligation to perform transportation services when performance is prevented or delayed, in whole or in part, by an act of God, fire, high wind, flood, earthquake, civil or military authority, war, riot, public enemy action, epidemic, strike or other

labor disturbance, wreck, derailment, BNSF and/or shipper equipment, facilities, or mechanical breakdown, or any other catastrophic influence, commodity's inherent vice, laws, shipper's act or default, equipment's design or condition that is not furnished by BNSF, or any occurrence that takes place when BNSF is not in actual possession of the equipment.

(See Item 8: Laws and Regulations Compliance, Item 35: Equipment Availability, and Item 59: Shipper Responsibilities.)

ITEM 21: INTERMODAL SERVICE CODES

The following valid intermodal service codes must be used when providing shipping instructions to BNSF. (See Item 16: Shipping Instructions.)

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

INTERMODAL SERVICE CODES

Shipment Type: Domestic

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

Shipment Type: International

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

(For additional information, see the Definitions and Items in the Drayage Chapter, and the Storage, Detention, and Driver Charges Chapter.)

ITEM 22: SERVICE MODIFICATION

BNSF is not obligated to continue ownership, maintenance, or operation of any rail line or intermodal facility and reserves the right to modify or discontinue any service or service offering,

regardless of price authority type (including contractual agreements and interline arrangements). (See Item 4: Price Authorities Application.) In such instances, BNSF will provide as much notice as possible to minimize the impact of necessary changes.

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

(See Item 20: Intermodal Service and Service Levels.)

ITEM 23: RAIL STOP-OFFS (INTERMEDIATE STOPS)

All shipments are delivered only to the intermodal facilities stated on the price authority.

Intermediate or rail stop-offs are not permitted for intermodal shipments. Rail stop-offs are requests to detain a shipment and/or unload a shipment at any point between the origin and destination intermodal facilities indicated on the price authority or the shipping instructions.

If a shipment must be set out of train, a \$2,000 charge will be assessed to the shipper, in addition to other applicable charges. (See Item 56: Storage Free Time and Charges, Item 57: Detention Free Time and Charges, and Item 59: Shipper Responsibilities.)

(See Item 1: Rules and Policies Guide Application and Item 4: Price Authorities Application.)

ITEM 24: EMBARGO

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

Once shippers are notified of an embargo, any shipment in question cannot be tendered to BNSF and is prohibited on BNSF until the embargo is lifted.

Failure to adhere to the embargo status or advise BNSF of any shipment in BNSF's custody or control will result in the shipper being assessed a \$50,000 charge per shipment, in addition to other applicable charges, expenses, and costs.

Failure to comply with an embargo places all aspects of liability with the shipper. The shipper is liable for any incident and all associated costs and expenses resulting from tendering an

embargoed shipment including, but not limited to, distressed loads, derailments, loss of life, injury, destruction and contamination of property, equipment, lading, and structures, remediation, restoration, and train and terminal operations.

(See Item 56: Storage Free Time and Charges and Item 59: Shipper Responsibilities.)

ITEM 25: MEXICO OR CANADA SERVICE

Shipments originating or terminating in Mexico or Canada must adhere to the respective countries' Customs' requirements and governmental regulations, in conjunction with applicable United States Customs, border, and other regulations.

Specific shipping instructions requirements for shipments crossing the border are stated in Item 16: Shipping Instructions. (See Item 28: Hazardous Commodities)

The shipper is responsible for any charges, costs, expenses, duties, taxes, and fees that are associated with a shipment's clearance at the border and Customs' inspections or examinations. In addition, the shipper is responsible for any charges resulting from the shipment being delayed, detained, moved, lifted, drayed, and stored at the border, an examination facility, or a BNSF facility.

Shipments delayed at the border will incur storage charges. Bonded shipments that are not cleared Customs in twenty (20) days will be referred to a Customs General Order Warehouse. (See Item 56: Storage Free Time and Charges.)

Shipments lifted from the railcar at the border will incur lift charges. (See Item 40: Lift Provisions.)

For Southbound shipments moving to Mexico, if the export documentation is not available when the shipment reaches the United States/Mexico border, a \$100 charge will be assessed to the shipper, and other applicable charges. If Customs inspections are required, the shipper will be responsible for providing and paying any drayage (trucking) to the Customs facility or location.

For Northbound shipments moving from Mexico, the shipper is responsible for hiring a United States Customs broker. Additional information on Mexico service can be found on the BNSF Mexico Marketing (<http://www.bnsf.com/business/mexico/>) and Mexi-modal (<http://www.bnsf.com/business/mexico/meximodal/index.html>) web sites.

(See Item 19: Rail Carrier Bond and Item 38: North American Container System.)

PROHIBITED, RESTRICTED, AND HAZARDOUS COMMODITIES AND EQUIPMENT

ITEM 26: PROHIBITED COMMODITIES OR EQUIPMENT AND ASSOCIATED CHARGES

PROHIBITED CHARGES AND LIABILITY

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

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

The shipper holds BNSF harmless for any or all acts of negligence if the provisions are not followed.

(See Item 8: Laws and Regulations Compliance.)

PROHIBITED COMMODITIES

Under no circumstances will the shipper tender or BNSF knowingly accept the following prohibited commodities under the conditions described below:

- **Any commodity that exceeds more than 25,000 pounds in any ten (10) linear feet or 2,500 pounds per linear foot** on the equipment floor, and the lading weight is not evenly distributed over the entire floor surface.
- **Division 1.1, 1.2, 1.3, or 1.4 explosives** as defined in 49 CFR 173.50 (Code of Federal Regulations pertaining to explosives) **to or from the cities or ports of Galveston, TX, La Porte, TX, Morgans Point, TX, and Barbours Cut, TX** via BNSF.
- **Division 1.1, 1.2 or 1.3 explosives** as defined in 49 CFR 173.50 (Code of Federal Regulations pertaining to explosives) **to or from Houston, TX**, via BNSF.
- **Portable tank containers containing the following hazardous commodities:**
 - Allyl chloride
 - Benzene
 - Carbon disulfide
 - Carbon tetrachloride
 - Chlorobenzene
 - Chloroform
 - Dichloropropene
 - Epichlorohydrin
 - Ethyl chloride
 - Ethylene dichloride
 - Flammable gases
 - Methyl chloroform (1,1,1 trichloroethane)
 - Methylene chloride (dichloromethane)
 - Methylene chloride/chloroform mixture
 - O-dichlorobenzene
 - Non-flammable gases (excluding argon)
 - Perchloroethylene (tetrachloroethylene)
 - Perchloroethylene/trichloroethylene mixture
 - Poison/toxic inhalation hazard (PIH/TIH) commodities
 - Trichloroethylene.

(See Item 28: Hazardous Commodities and Item 46: Portable Tank Containers.)
- **Rail-controlled equipment containing the following prohibited commodities:**
 - **Bulk commodities**
 - **Carbon blacks**
 - **Dump carts**
 - **Hides, pelts, skins**, or any other animal products with contaminating odor or liquid
 - **Logs**
 - **Trailers**
 - **Wagons**
 - **Hazardous materials**, substance, waste, or environmentally harmful commodities **in bulk bladders (flexi tanks)**. (See Item 47: Bulk Bladder Shipments.)

PROHIBITED EQUIPMENT

The following equipment may not be tendered to BNSF:

- **Equipment that cannot be lifted by standard means** (lifting arms, twist-locks, or side-pins or any approved lift attachments on-hand).
- **Equipment that does not meet specifications and standards** stated in Item 32: Equipment Specifications and Standards. (See the Equipment Chapter.)

ITEM 27: RESTRICTED COMMODITIES OR EQUIPMENT AND ASSOCIATED CHARGES

RESTRICTED CHARGES AND LIABILITY

The restricted commodities and equipment can only be tendered to BNSF when the conditions outlined in this Item are met.

Violation of any condition covered in this Item will result in a \$5,000 charge per shipment, in addition to the freight charges and other applicable charges payable by the shipper. The shipper will also be responsible for all charges incurred to recondition rail-controlled equipment.

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

The shipper holds BNSF harmless for any or all acts of negligence if the provisions are not followed.

RESTRICTED COMMODITIES AND EQUIPMENT REQUIREMENTS

Restricted commodities and equipment may not be tendered unless the following conditions are met:

1. A special price authority for the restricted commodity or equipment must be established and provided to BNSF on the shipping instructions. (See Item 4: Price Authorities Application.)

2. The conditions or restrictions noted for the restricted commodity or equipment must be adhered.
3. Loading patterns and procedures recommended by BNSF's Load and Ride Solutions team (LARS) (formerly known as Damage Prevention Services group) must be utilized. View the BNSF Intermodal Loading Guide at http://www.bnsf.com/resourceprotection/html/intermodal_loading_guide.html or contact LARS (see Appendix E: Contacts and Phone Numbers). (See Item 29: Shipper Loading Equipment.)
4. All shipping instructions must declare the actual restricted commodity description (proper shipping name) and accurate applicable STCC. Any type of FAK commodity description or FAK STCC is not allowed for these restricted commodities. (See Item 16: Shipping Instructions.)

RESTRICTED COMMODITIES

The following commodities are classified as restricted:

- **Aircraft.** Blocking, bracing, and securement specifications are extensive. Contact the Load and Ride Solutions (LARS) group. Lading must be secured in the equipment to avoid shifting and must be loaded to ensure proper weight distribution, which does not exceed gross weight restrictions on BNSF.
- **Air-flight training aids, devices, or electronics.**
- **Ammunition.** This must be billed in accordance with applicable provisions of the Hazardous Material Transportation Act and comply with all regulations of (Title) 49 CFR. Shipments shall be protected at the shipper's expense by applying a high quality cable seal or bolt seal to the door hasp. The seal must be recorded on the shipping instructions.
- **Animals or carcasses.**
- **Asphalt, natural or asphalt compounds, by-products, or petroleum.**
- **Bakery product waste.**
- **Bulk bladder shipments, also known as flexi-tanks.** When tendering bulk bladder shipments, the shipper is fully responsible for using private equipment that is not greater than ten (10) years old, is in suitable condition to carry concentrated weights, has no visible defects, meets or exceeds AAR M-930 and M-931 specifications, and is certified to

handle bulk bladder shipments. (See Item 47: Bulk Bladder Shipments.)

- **Bulk commodities or products.** Any type of bulk commodity must be packaged, sealed, and/or loaded properly to prevent shifting, contamination, or remnants.

Loading of loose bulk commodities or products without packaging or sealing is prohibited.

Bulk agricultural products can be shipped in private equipment. These commodities require a "BNSF Bulk Agricultural Commodities Letter of Agreement" that must be signed by the shipper and filed with BNSF before tendering shipment. The BNSF Bulk Agricultural Commodities Letter of Agreement and other [requirements information](#) can be obtained on the [bnsf.com](http://www.bnsf.com) web site, under Markets, Intermodal, Bulk Agricultural site or the link is http://www.bnsf.com/business/iabu/html/bulka_g.html.

When tendering bulk agricultural products, the shipper is fully responsible for using private equipment that is no greater than ten (10) years old, is in suitable condition to carry concentrated weights, has no visible defects, and meets or exceeds AAR M-930 or M-931 specifications.

Bulk commodities or products in rail-controlled equipment are prohibited.

- **Carbon blacks in private equipment** (prohibited in rail-controlled equipment).
- **Christmas trees.** BNSF will not be liable for any deterioration or damage of lading, nor will BNSF be liable for market decline or deterioration resulting from delay. Further, BNSF will not be liable for any lading deterioration due to the door or vent position (open or closed), nor will BNSF be responsible for monitoring the door or vent position while the equipment is in the rail carrier's possession. BNSF will not be liable for lading damage or deterioration due to doors or vents, which admit (or do not admit) rain, dirt, snow, heat, cold, air circulation, etc. (See Item 64: Undetermined Lading Loss or Damage.)
- **Cigarettes.** This commodity may only be shipped in equipment lined with a waterproof liner six (6) millimeters thick that encapsulates the entire load for protection. Lining the equipment is the shipper's sole responsibility.

- **Coiled metal products.** This includes roll, spool, reel, plate, sheet, rod, and strip coiled metal products in excess of 3,500 pounds.

In addition to the special provisions and a special price authority, a "BNSF Coiled Metal Products Letter of Agreement" must be signed by the shipper and filed with BNSF. The shipper must obtain and maintain insurance for a minimum of \$5 million and a copy of the insurance (and maintenance policies) must be provided to BNSF. Non-compliance to any term in this *BNSF Intermodal Rules and Policies Guide* or in the Letter of Agreement will result in a \$10,000 charge per shipment, in addition to all other applicable charges noted in this *BNSF Intermodal Rules and Policies Guide*.

Coiled metal products must be designated with the actual commodity description (proper shipping name) and proper STCC on the shipping instructions.

All coiled metal shipments must be tendered (in-gated) directly to a BNSF facility. BNSF will not accept intermodal coiled metal shipments via steel-wheel interchange or from on-dock (port) locations. (See Item 50: On-dock Facilities.)

Coiled metal shipments must comply with BNSF approved loading specifications. For each coiled metal shipment, Load and Ride Solutions must approve the loading pattern and securement, and will issue an associated loading registration number. To obtain the registration number and authorization, the shipper must submit an Equipment/Loading Certification document for each coiled metal shipment. Certification must be faxed to 1-785-435-2790 and received prior to loading and moving the shipment.

When tendering coiled metal products, the shipper is fully responsible for using private equipment that is no greater than ten (10) years old, is in suitable condition to carry concentrated weights, has no visible defects, and meets or exceeds AAR M-930 or M-931 specifications. In addition, the shipper must properly distribute the lading weight over the floor, sills, cross-members, and bottom rail supports by using a skid, sled, load and roll pallet, or bearing pieces.

Any coiled metal products weighing less than or equal to 5,000 pounds must be loaded on a hardwood skid (as defined by the AAR) that has a minimum deck surface dimensions of four (4) feet by four (4) feet, along with three (3) - four (4) inch by four (4)

Coiled products exceeding 5,000 pounds must be loaded on a load and roll pallet, sled, or similar type of weight distribution system, unless exempted by Load and Ride Solutions (Damage Prevention Services). No more than 25,000 pounds can be loaded in any ten (10) linear feet or 2,500 pounds per linear foot on the equipment floor, and the lading weight must be distributed evenly over the entire floor surface.

Metal coils weighing less than 3,500 pounds will not require a signed Coiled Metal Letter of Agreement or Certification. However, coils weighing less than 3,500 pounds must be loaded as single coils, and cannot be stacked or loaded in a manner that produces additional concentrated weights on the floor of the equipment.

Fiber-optic cable, wire rope, electrical cable, or similar commodities on reels and spools will be excluded from the Coiled Metal Letter of Agreement and Certification process.

The Letter of Agreement, Certification, and other coiled metal information can be obtained on the [bnsf.com](http://www.bnsf.com) web site, under Markets, Intermodal, Coiled Metal site or the link is http://www.bnsf.com/business/iabu/html/coiled_metal.html.

- **Copper cathode.**
- **Creosote or creosoted materials.**
- **Dimensional, high/wide or oversize loads.** (See Item 32: Equipment Specifications and Standards, and Item 33: Oversized Shipments).
- **Dump carts, trailers, and wagons in private equipment** (prohibited in rail-controlled equipment).
- **Extraordinary or high valued commodities, equipment, or property.** (See the "Liability" Chapter.)
- **Fish scrap or meal.**
- **Firearms.** The shipment shall be protected at the shipper's expense by applying a high quality cable seal or bolt seal to the door hasp.
- **Fresh fruits and vegetables.** These may only move from hub-to-hub in private refrigerated equipment (service code 65) with the following exception.

The exception is the following field-fresh or farm-fresh commodities may move hub-to-hub in rail-controlled equipment (service code 25) if they have not undergone any

subsequent artificial or mechanical drying, dehydrating, or other processing of any kind:

- **Potatoes, other than sweet** (STCC 01195)
- **Apples, fresh** (STCC 01221)
- **Carrots** (STCC 01312)
- **Onions, dry** (STCC 01318)
- **Garlic, fresh or green** (STCC 01319)
- **Beans, dry ripe** (STCC 01341)
- **Seeds, dry ripe vegetable, NEC** (STCC 01349)
- **Watermelons** (STCC 01392)
- **Pumpkins or squash** (STCC 01397).

BNSF will not be liable for any deterioration of lading, nor will BNSF be liable for market decline or deterioration resulting from delay. Further, BNSF will not be liable for any deterioration of lading due to the vent position (open or closed) in vented trailers, nor will BNSF be responsible for monitoring the vent position while the equipment is in the rail carrier's possession. BNSF will not be liable for lading damage or deterioration due to vents that admit (or do not admit) rain, dirt, snow, heat, cold, air circulation, etc. (See Item 64: Undetermined Lading Loss or Damage.)

- **Hazardous commodities including:**
 1. Hazardous commodities as listed in the 49 CFR 172.101 Table when placarding is required by DOT regulations.
 2. Hazardous commodities moving by portable tank container. (See Item 46: Portable Tank Containers.)
 3. Chemicals derived from vanadium ore.
 4. Class 3 Flammable Liquids (defined in 49 CFR 173.120 Code of Federal Regulations) in temperature-controlled equipment UNLESS one of the following:
 - Shipped in limited quantities (defined in 49 CFR 171.8 Code of Federal Regulations).
 - The temperature-controlled unit is running at a temperature of five (5) degrees Fahrenheit below the lowest flash point of the Class 3 flammable liquid in the load.
 - The equipment is equipped with a minimum of two (2) vents that are open when the equipment is tendered to BNSF. Each vent must be two hundred (200) square inches or larger.

(See Item 45: Temperature-controlled Equipment.)
 5. Radioactive commodities.

6. Polychlorinated biphenyl (PCB).
7. Scrap batteries as described in Items 95150 to 95160 of AAR UFC 6000 Series. This commodity (allowed only in private equipment) must be loaded on pallets (properly rear braced) with stretch-wrap around each pallet and the entire load encapsulated in a six (6) millimeter thick plastic liner.
8. Waste etiologic agents, NOS (not otherwise specified) for example, surgical, pathological and laboratory waste, waste hospital needles, syringes and IV tubing.
9. Waste materials, hazardous (part 261, Title 40, Code of Federal Regulations, STCC 48).

(See Item 28: Hazardous Commodities and Item 64: Undetermined Lading Loss or Damage.)

- **Hides, pelts, skins, or any other animal products** with contaminating odor in private equipment (prohibited in rail-controlled equipment). The shipment must be packaged or sealed so that no leakage occurs. Any equipment found leaking would be rejected or set out of a train for the shipper's handling. If a shipment is found to be leaking, the shipper will be responsible for all clean up and any associated costs and expenses. (See Item 23: Rail Stop-offs and Item 59: Shipper Responsibilities.)
- **Household goods or personal goods** (subject to a release value not to exceed 10 cents per pound). Lading must be secured in equipment to avoid migration or shifting, and must be loaded to ensure proper weight distribution, which does not exceed gross weight restrictions on BNSF. The shipper agrees to indemnify and hold BNSF harmless from all loss or damage of such goods. The shipper must maintain liability insurance to cover the contents value. Any hazardous commodities must be declared, packaged, and secured in conformance with BNSF and 49 CFR Regulations. (See Item 28: Hazardous Commodities.) Under no circumstances will BNSF accept any commodity deemed illegal or contraband under United States Federal or State Regulation.
- **LTL** (less than truckload) shipments.
- **Mail.** United States mail, which is stamped or metered moving to and/or from a United States Postal Service bulk mail center.

- **Military communications outfits**, telegraph, telephone, teletype, or related radio equipment.
- **Missiles, rockets**, electronic apparatus, frame assemblies, or guidance systems.
- **Motor vehicles**, including automobiles and/or trucks, freight and/or passenger.
- **Nuclear materials, substances, or wastes**
- **Package and parcel** shipments.
- **Plants.** BNSF will not be liable for any deterioration or damage of lading, nor will BNSF be liable for market decline or deterioration resulting from delay. Further, BNSF will not be liable for any lading deterioration due to the door or vent position (open or closed), nor will BNSF be responsible for monitoring the door or vent position while the equipment is in the rail carrier's possession. BNSF will not be liable for lading damage or deterioration due to doors or vents that admit (or do not admit) rain, dirt, snow, heat, cold, air circulation, etc. (See Item 64: Undetermined Lading Loss or Damage.)
- **Railway wheels**, new or used.
- **Rolled paper.**
- **Rolling mills.** Weight must be distributed so no more than 25,000 pounds are in any ten (10) linear feet, or 2,500 pounds per linear foot on the equipment floor. Proper weight distribution can be accomplished by use of bearing pieces, cribbing, or other proper securement items.
- **Scrap metal (loose or packaged).** The scrap metal must be bundled, contained, or sealed such that no contamination or remnants are left in rail-controlled equipment. Scrap metal (loose or packaged) may be loaded in private (non-rail controlled) equipment; however, it must be properly described, loaded, secured, and measures taken to prevent leakage.
- **Shellfish (such as clam, mussel or oyster) in bulk or in raw state.**
- **Temperature sensitive articles requiring protection from heat or cold.** (See Item 45: Temperature-Controlled Equipment.)
- **Tires** must be properly loaded to ensure the equipment sides do not bulge and the lading weight remains distributed equally.
- **Vehicle components** (including loose or baled scrap metal) that leak oil and grease including, but not limited to, axles, differentials, engine blocks, and transmissions. These must be packaged or sealed such that no contamination or

remnants are left in rail-controlled equipment. When using private equipment, the actual commodity must be properly declared, and necessary steps must be taken to prevent any leakage from the shipment during transportation.

- **Waste materials**, non-hazardous (Title 40, Code of Federal Regulations).

RESTRICTED EQUIPMENT

The following types of equipment are classified as restricted:

- **Bulk bladder shipments**, also known as flexi-tanks. (See Item 47: Bulk Bladder Shipments.)
- **Bundled chassis or other equipment**. (See Item 43: Bundled Equipment).
- **Flat racks, flat beds, or any open-top container** for domestic shipments. (The restriction for this equipment does not apply to international traffic. However, dimensional, high-wide or oversized loads in flat racks, flat beds, or open-top equipment are Restricted for both domestic and international shipments).
- **Intermodal (portable) tank containers**. (See Item 46: Portable Tank Containers).
- **Irradiated cask containers**.
- **Temperature-controlled or refrigerated equipment**. (See Item 45: Temperature-Controlled Equipment).

ITEM 28: HAZARDOUS COMMODITIES

HAZARDOUS COMMODITIES REQUIREMENTS

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

1. Shipper's Sole Responsibility

The shipper must comply with:

- Applicable Department of Transportation (DOT) regulations in Title 49 CFR.
- Applicable Environmental Protection Agency (EPA) regulations in Title 40 CFR.
- All federal, state, and local laws governing hazardous commodities (such as materials, substances, and wastes) and associated topics including, but not limited to selecting equipment, placarding, labeling, marking, blocking, bracing, loading, unloading, storing, and handling.

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

2. Complete Shipping Instructions

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

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

All shipping instructions must be complete (as described in Item 16: Shipping Instructions) including all the hazardous information, the actual hazardous commodity description (proper shipping name) and accurate applicable STCC as defined in this Item. Shipping instructions cannot state an FAK description or an FAK STCC, and then be changed to the actual hazardous description or actual STCC after the shipment is tendered to BNSF.

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

Additional hazardous shipping instructions requirements are in Section 4 and 5 of this Item for portable tank containers, Section 7 for hazardous waste, and Section 9 for fumigated shipments.

For a hazardous shipment, the following information is required on the shipping instructions in the format required by 49 CFR:

- Proper shipping name
- Hazard class/subsidiary hazard class
- UN/NA identification number (when required)
- Packing group (when required)
- Total quantity as described in 49 CFR
- 24-hour emergency response telephone number (when required)
- Other additional shipping instructions (paper instructions) information when required by 49 CFR in 172.200 through 172.300.

(See Item 16: Shipping Instructions.)

3. Hazardous Placards

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

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

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

4. Portable Tank Containers

Hazardous commodities shipped in portable tank containers must be in approved tank containers (registered with the AAR and authorized for that commodity as stipulated in 49 CFR 172.101 and the referenced provisions of 49 CFR Part 173). Portable tank containers also must comply with the Canadian Transportation of Dangerous Goods regulations when any part of the move takes place in Canada. (See Item 32: Equipment Specifications and Standards.)

As directed under Title 49 CFR, 174.63, BNSF can accept hazardous commodities only in portable tank containers that the United States Department of Transportation (DOT) has authorized for bulk materials under 49 CFR 173.240, 173.241, 173.242, 173.243, or 173.320. Hazardous commodities that are not authorized under 49 CFR 173.240, 173.241, 173.242, 173.243, or 173.320 can be transported only in portable tank containers under an U.S. DOT Exemption or a Federal Railroad Administration (FRA) movement approval.

Exemptions and movement approvals must be faxed to BNSF's Hazardous Materials Group at 1-817-740-7250 at least seventy-two (72) hours prior to submitting the shipping instructions and tendering the shipment to BNSF. In addition, if exempted, the DOT Exemption number must be provided on the shipping instructions.

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

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

Under no circumstances will the shipper tender or BNSF knowingly accept the following Prohibited hazardous commodities in portable tank containers:

- Allyl chloride
- Benzene
- Carbon disulfide
- Carbon tetrachloride
- Chlorobenzene
- Chloroform
- Dichloropropene
- Epichlorohydrin
- Ethyl chloride
- Ethylene dichloride
- Flammable gases
- Methyl chloroform (1,1,1 trichloroethane)
- Methylene chloride (dichloromethane)
- Methylene chloride/chloroform mixture
- O-dichlorobenzene
- Non-flammable gases (excluding argon)
- Perchloroethylene (tetrachloroethylene)
- Perchloroethylene/trichloroethylene mixture
- Poison/toxic inhalation hazard (PIH/TIH) commodities
- Trichloroethylene.

(See Item 26: Prohibited Commodities or Equipment and Associated Charges, and Item 46: Portable Tank Containers.)

5. Empty Portable Tank Containers

An empty portable tank container that previously contained hazardous materials or has hazardous residue must have all hazardous information stated on the shipping instructions and include the hazardous paperwork. (See Section 2 of this Item.) In addition, an empty portable tank container that previously contained hazardous commodities or has hazardous residue must be placarded and marked as required for a loaded shipment. (See Section 3 of this Item.)

(See Item 46: Portable Tank Containers.)

6. Bulk Bladder Shipments

Under no circumstances will the shipper tender or BNSF knowingly accept any hazardous commodities, materials, substance, waste, or environmentally harmful commodities in bulk bladders.

(See Item 26: Prohibited Commodities or Equipment and Associated Charges, and Item 47: Bulk Bladder Shipments.)

7. Hazardous Waste Shipments

Commodities deemed as hazardous waste can be viewed on the BNSF Waste web site, located on [bnsf.com](http://www.bnsf.com), under Markets, Industrial, Waste, or the link is http://www.bnsf.com/vicc/markets/waste_products/.

Each hazardous waste shipment requires a completed and signed Waste Manifest, which must be mailed to and received by BNSF prior to movement. The Waste Manifest along with supporting information can be found on the Waste web page.

As defined in 40 CFR, additional documentation for hazardous waste exported to Canada or Mexico is required.

(See Item 63: BNSF Limited Liability.)

8. Non-conforming Wastes

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

9. Fumigated Shipment

On transport documents and shipping instructions, the proper STCC and commodity description (proper shipping name) must be provided, along with the date of fumigation, the type of fumigant, and the amount of fumigant. The date, type, and amount must also be displayed on the outside of the doors.

If the shipment is under fumigation, there must be instructions for disposal of the residual fumigant and a rectangular warning sign that is not less than 300 mm wide and 250 mm high with black print on a white background and letters not less than 25 mm high. This warning sign must be affixed to the doors where it will be easily seen by anyone attempting to enter the interior of the equipment.

10. Leaking Shipment

If a shipment being tendered to BNSF is found to be leaking, the shipment will be rejected. However, a safe haven will be offered for a leaking shipment until the shipper can inspect, decontaminate, clean, repair and/or remove the equipment. The

actual restoration and clean up of the safe haven and BNSF property will be the responsibility of the shipper.

If the shipment is found to be leaking while in BNSF's possession, BNSF will notify the shipper as described in Section 15 of this Item.

The shipper will be responsible for storage, detention, and other charges incurred due to a leaking shipment, improper or incomplete shipping instructions, and other items and charges mentioned throughout this *BNSF Intermodal Rules and Policies Guide*.

(See Item 59: Shipper Responsibilities.)

11. Shipper Cleaning Requirements

After unloading or rejecting the hazardous commodity and before returning and releasing any equipment to BNSF, the shipper must inspect, decontaminate, clean, and repair the equipment used for the shipment.

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

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

The inspecting, decontaminating, and cleaning must be in accordance with applicable requirements of BNSF, federal, state, and local laws and regulations, including DOT regulations in 49 CFR 174.57 (Code of Federal Regulations pertaining to hazardous materials). If the equipment is not cleaned or restored, the shipper is responsible for reimbursing BNSF for all costs and expenses related to cleaning or restoring the equipment, including the costs and expenses plus a 50% handling charge, with a minimum of a \$500 charge.

(See the Equipment and Liability Chapters.)

12. Disposal and/or Disposal Facilities

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

13. Insurance Liability

The shipper agrees to keep current general liability (including contractual liability) insurance for at least the amount required by law for bodily injury and property damage, including any other insurance required by law. At BNSF's request, the shipper must provide certification of insurance. (See Item 55: Private Equipment Drayage Insurance.)

14. Shipper Indemnity

- a. The shipper is solely responsible for and will indemnify BNSF against all property loss or damage, injury, death, incident, or any other liability, including fines, BNSF costs, expenses, late payments, attorney fees and all expenses resulting from any of the following:
 - Not complying with any of the Sections (1-15) addressed within this Item 28: Hazardous Commodities.
 - Improperly loading or unloading equipment.
 - Sending or supplying improper shipping instructions or information.
 - Tendering unacceptable commodities or a leaking shipment.
 - Damage resulting from any spill, response, mitigation, clean up, or disposal due to shipper's non-compliance with outlined obligations.
 - Damage resulting from utilizing private defective equipment. The *BNSF Intermodal Rules and Policies Guide* does not commit BNSF to accept private equipment.
 - Shipping chemicals or contaminants (including traces of) in a commodity that is not described in the hazardous commodity's proper shipping name.
 - Resulting expenses from compliance with 49 CFR 174.16 (b) (Code of Federal Regulations pertaining to hazardous materials).

- b. In the case of an incident, the shipper will:
 - Pay for clean up and restoration or reimburse BNSF for all related costs and expenses addressed in Section 10 plus a 50% handling charge, with a minimum of a \$500 charge, in addition to other applicable charges.
 - Clean up to BNSF's satisfaction and to the satisfaction of any governmental body with jurisdiction.

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

- d. THE RESPONSIBILITIES DEFINED IN SECTION 14 OF THIS ITEM WILL APPLY REGARDLESS OF ANY NEGLIGENT ACT OR OMISSION, IF BNSF CONTRIBUTES TO SUCH LOSS, DAMAGE, EXPENSES, OR COSTS.

15. Incident Notification

BNSF will immediately notify the shipper in the event the equipment is involved in an incident or hazardous commodities are discharged while the equipment is in BNSF's possession. Each party will take immediate action as required under applicable federal, state, and local laws, rules or regulations. Nothing contained in this paragraph shall alter either the shipper's or BNSF's responsibilities and obligations as defined in this *BNSF Intermodal Rules and Policies Guide*. (See Item 31: Shipment Adjustments and Section 10 of this Item.)

(See Item 27: Restricted Commodities or Equipment and Associated Charges, Item 59: Shipper Responsibilities, and Item 64: Undetermined Lading Loss or Damage.)

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EQUIPMENT

ITEM 29: SHIPPER LOADING EQUIPMENT

The shipper is responsible for proper loading methods (including proper lading weight distribution, blocking and bracing), and any improper loading methods that result in equipment damage. (See Item 59: Shipper Responsibilities for other blocking and bracing details.)

Lading weight must be distributed evenly over the entire surface of the equipment floor, with no more than 25,000 pounds in any ten (10) linear feet or 2,500 pounds per linear foot. (See Item 26: Prohibited Commodities or Equipment and Associated Charges, and Item 27: Restricted Commodities or Equipment and Associated Charges.)

Contact BNSF Load and Ride Solutions (Damage Prevention) concerning proper loading techniques. (See Appendix E: Contacts and Phone Numbers.)

Loading specifications can be referenced in the BNSF Loading Procedures or the AAR Loading Guide. Loading procedures and other important information on the latest technology in security, packing, loading patterns, weight distribution techniques and other services can be found on the Load and Ride Solutions web pages (http://www.bnsf.com/resourceprotection/html/damage_prevention_.html)

The shipper is responsible for protecting the safety and integrity of the lading, including but not limited to, the application of security-type seals to the shipment for prevention of unauthorized access to the lading. Security seals must be placed on all doors, hatches, covers, and openings used to load and/or unload lading. (See Item 59: Shipper Responsibilities and Item 65: Lading Claims and Filing Procedures.)

Equipment must meet AAR M-930, M-931, and M-943 requirements. (See Item 32: Equipment Specifications and Standards.)

The shipper is responsible for using the proper equipment in suitable conditions to handle, protect, and preserve the lading. (See Item 32: Equipment Specifications and Standards, and Item 34: Maximum Equipment Weight and Overweight Handling.) When BNSF provides equipment, the shipper is responsible for inspecting and determining if the equipment is suitable to protect and preserve the lading during transit. If the equipment is not suitable, the shipper is responsible for any additional drayage

charges resulting from such rejection. BNSF will not be liable for loss or damage to lading caused by defects in the equipment that the shipper's inspection could have discovered prior to loading.

(See Item 6: BNSF Rejection Rights, Item 8: Laws and Regulations Compliance, Item 26: Prohibited Commodities or Equipment and Associated Charges, Item 27: Restricted Commodities or Equipment and Associated Charges, Item 28: Hazardous Commodities, other Items in this Equipment Chapter, Item 59: Shipper Responsibilities, and Item 60: Shipper General Liability.)

ITEM 30: SHIPPER UNLOADING AND CLEANING EQUIPMENT

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

If BNSF cleans the equipment, the shipper will be assessed the costs and expenses for cleaning plus a 25% cleaning charge, with a minimum charge of \$250, in addition to applicable charges.

BNSF reserves the right to reject the equipment and assess detention charges until the equipment is returned clean. (See Item 57: Detention Free Time and Charges.)

(See Item 59: Shipper Responsibilities. If shipment contained hazardous commodities, see Item 28: Hazardous Commodities.)

ITEM 31: SHIPMENT ADJUSTMENTS (DISTRESSED LOADS)

If a shipment requires transferring, adjusting, repackaging, or cleaning while in BNSF possession (including in transit), BNSF Load and Ride Solutions (formerly Damage Prevention Services) will notify the shipper of the requirements and the availability of a third-party contractor to perform the adjustments. The

shipper will pay all expenses and manage the shipment's transferring, adjusting, repackaging, or cleaning with a contractor of choice. The shipper is responsible for all adjustments, except on proof by the shipper of BNSF's negligence.

(See Item 59: Shipper Responsibilities for general shipper responsibilities and charges for improperly blocking, bracing, distributing weight, and loading the equipment. In addition, see other Items in this Equipment Chapter.)

ITEM 32: EQUIPMENT SPECIFICATIONS AND STANDARDS

BNSF will not provide concessions, payments, or movements for any equipment that does not meet the specifications and standards addressed in this Item, unless special arrangements are made. Contact Hub Operations at 1-817-867-6122 regarding any equipment specifications.

Equipment must comply with the stated requirements.

GENERAL EQUIPMENT REQUIREMENTS

1. The equipment must be of suitable design and construction for standard lift-device handling (lifting arms, twist-locks, side-pins, or any approved lift attachment).
2. The equipment must be in suitable condition to handle the commodity (lading) weight and be suitable to protect and preserve the lading during transportation. (See Item 29: Shipper Loading Equipment.)
3. The equipment must be a suitable design and construction for safe TOFC/COFC (intermodal) service on railcars, streets, and highways. This includes, but is not limited to, compliance with the AAR Specifications M-931 (TOFC service and trailers), M-930 (COFC service and containers), and M-943 (chassis provisions).
4. The equipment must meet governmental safety regulations and licensing requirements in jurisdictions of equipment operation.
5. The shipper must provide necessary equipment licensing, either permanent or temporary.
6. The equipment must adhere to the specifications or requirements defined in the

Equipment Chapter and other Items in this *BNSF Intermodal Rules and Policies Guide*.

SPECIFIC EQUIPMENT REQUIREMENTS

1. The equipment body length must be no less than 19 feet (or 228 inches) and no more than 53 feet (or 636 inches).
2. The equipment outside body width must be no more than 8 feet, 6 inches (or 102 inches).
3. The overall equipment height cannot be more than 13 feet, 6 inches (or 162 inches), with a maximum suitable lifting height of 9 feet, 6 inches (or 114 inches). The maximum suitable lifting height is measured from the top of the equipment to the bottom of the equipment (excluding tires).
4. All equipment must be stenciled with initials and numbers. The equipment identifying initials and numbers must be clearly marked and properly sized and located, so the markings are legible by a person standing on the ground when the equipment is loaded on a railcar. BNSF will not accept equipment if it is missing initials or numbers. All equipment must be registered in UMLER. To register equipment, please contact Customer Support. To register private chassis, see Item 42: Private Chassis Registration.
5. Any enclosed equipment must have tight fitting doors with suitable locking and sealing devices. (See Item 29: Shipper Loading Equipment and Item 59: Shipper Responsibilities.)
6. Portable tank containers must be marked with "AAR 600", indicating the tank container is compliant with AAR specifications. (See Item 46: Portable Tank Containers.)
 Portable tank containers and equipment with temperature-control devices require a special price authority for movement.
 Flat racks, flat beds, and open-top equipment require a special price authority for domestic movements.
 (See Item 27: Restricted Commodities or Equipment and Associated Charges, Item 33: Oversized Shipments, and Item 45: Temperature-Controlled Equipment.)

(See Item 6: BNSF Rejection Rights, Item 29: Shipper Loading Equipment, Item 26: Prohibited Commodities or Equipment and Associated

Charges, Item 34: Maximum Equipment Weight and Overweight Handling, Item 59: Shipper Responsibilities, Item 60: Shipper General Liability, and Item 66: Equipment Liability and Claims Procedures.)

ITEM 33: OVERSIZED SHIPMENTS

OVERSIZED DEFINITION

An oversized shipment consists of the lading (including blocking and bracing) that exceeds the length, width, and/or height of any equipment, including, but not limited to, flat beds, flat racks, or open-top shipments.

OVERSIZED SHIPMENT REQUIREMENTS

1. The shipper must use a special price authority for oversized shipments, issued by a BNSF Marketing or Pricing Representative. A dimensional, high/wide, or oversized shipment is a Restricted commodity. (See Item 27: Restricted Commodities or Equipment and Associated Charges.)
2. BNSF's Clearance and Intermodal Operations departments must approve the loaded dimensions prior to moving the oversized shipment. BNSF's Mechanical department must inspect and approve any oversized shipment and the loading onto a railcar at the BNSF facility. (See Item 32: Equipment Specifications and Standards).
3. The shipment must be lifted by standard means (lifting arms, twist-locks, side-pins, or any approved lift attachment on-hand).
4. Contact your BNSF Marketing Representative to obtain approval for handling any oversized shipment at both the BNSF origin and destination facilities.
5. The shipper must apply for and pay any special permits, bonds, or escorts to comply with any federal, state, or municipal regulations. The shipper is responsible for any additional expenses or fines incurred for oversized shipments.

OVERSIZED ADJUSTMENTS

1. If an adjustment to the shipment is required, the shipper will incur all related expenses. Any additional charges associated with oversized equipment, including not but limited

to adjusting, transloading, weighing, draying, and impounding, will be the responsibility of the shipper. (See Item 31: Shipment Adjustments.)

2. The shipper is responsible for all storage and detention charges incurred at origin. At destination, the notify party shall be responsible for storage and detention charges incurred. (See Item 56: Storage Free Time and Charges and Item 57: Detention Free Time and Charges.)
3. BNSF is not responsible for fines, charges, or expenses incurred due to oversized non-compliance including, but not limited to, impounding, draying, inspecting, blocking, bracing, transloading, damaging equipment, storing, or unloading.

(See Item 34: Maximum Equipment Weight and Overweight Handling, and Item 59: Shipper Responsibilities.)

ITEM 34: MAXIMUM EQUIPMENT WEIGHT AND OVERWEIGHT HANDLING

MAXIMUM EQUIPMENT WEIGHT

The shipper will ensure the equipment lading and axle weights conform to federal, state, and municipal highway safety and weight limitations. BNSF may, but is not required to, weigh any shipment.

The maximum gross weight that BNSF can accept or deliver is 65,000 pounds. Maximum gross weight consists of the gross cargo (lading) weight plus the total equipment weight (including the chassis weight). BNSF's weight requirements apply to all shipments, including equipment received or delivered in interchange or from an on-dock or private facility.

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

(See Item 8: Laws and Regulations Compliance, Item 59: Shipper Responsibilities, and Item 64: Undetermined Lading Loss and Damage.)

OVERWEIGHT EQUIPMENT CHARGES

A shipper who tenders overweight equipment will be subject to a \$500 charge per shipment, will arrange for and incur all costs and expenses of adjusting or transloading the shipment's weight, and will be responsible for all applicable storage, detention, and other applicable charges. If additional equipment is required, the shipper will be responsible for applicable transportation charges for both the original shipment and any additional equipment.

The shipper will be responsible for storage charges, which will apply while the equipment is detained at a BNSF facility. Storage charges will begin after the shipper receives notice of the overweight condition. No storage free time is provided for overweight equipment. (See Item 56: Storage Free Time and Charges.)

Detention charges will also be the shipper's responsibility from the time the original equipment is placed at the facility of the party modifying (unloading) the shipment, until the shipment is re-tendered to BNSF. (See Item 57: Detention Free Time and Charges.)

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

IMX OR CROSS-TOWN DRAYAGE

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

The shipper of overweight equipment that requires IMX or cross-town drayage will:

- Be subject to the \$500 overweight charge per shipment.
- Be responsible for any fines, inspections, blocking, bracing, transloading, storage, equipment damage, unloading, transloading costs, or other expenses incurred.
- Reimburse BNSF for all payments made to reconcile overweight equipment when BNSF is performing the IMX or cross-town drayage.

ITEM 35: EQUIPMENT AVAILABILITY

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

ITEM 36: UIIA TRUCKER INTERCHANGE AGREEMENT

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

When the equipment is made available to a drayman who is party to the BNSF Uniform Intermodal Interchange Agreement (UIIA), the BNSF UIIA Access Agreement will apply. If the drayman who is party to the BNSF UIIA Access Agreement refuses to obtain the equipment, storage charges (see Item 56: Storage Free Time and Charges) will be assessed to the shipper or party responsible for the equipment being stored, beginning the first 12:01 a.m. after notification.

When BNSF is responsible for obtaining and/or delivering the equipment, the *BNSF Intermodal Rules and Policies Guide* is the governing document for storage, detention, and loading/unloading rules and charges. (See Item 56: Storage Free Time and Charges, Item 57: Detention Free Time and Charges, and Item 58: Driver Loading/Unloading Free Time and Charges).

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

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

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

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

The General Liability, Automobile, Interchange, and Cargo insurance policy(ies) must name the BNSF as an additional insured. See additional required coverage in Item 55: Private Equipment Drayage Insurance.

If using NACS equipment, see Item 38: North American Container System.

(If using private equipment, see Item 42: Private Chassis Registration and Item 55: Private Equipment Drayage Insurance.)

ITEM 37: EQUIPMENT ORDERS AND OUTSTANDING EQUIPMENT ORDERS (BUSTED ORDERS)

EQUIPMENT ORDERS

Rail-controlled equipment can be ordered on the web at www.nacsfirst.com or by calling 1-800-596-8372.

The shipper is responsible for inspecting the equipment and determining if it is suitable for protecting and preserving lading during transit. (See Item 29: Shipper Loading Equipment and Item 59: Shipper Responsibilities.)

Rail-controlled equipment orders must be cancelled, if the equipment ordered is not needed or is unsuitable for loading.

For damaged, stolen, or destroyed equipment, see Item 66: Equipment Liability and Claims Procedures.

OUTSTANDING EQUIPMENT ORDERS

Rail-controlled equipment that is ordered from a BNSF location and not obtained (picked up) from the BNSF facility will result in a \$15 charge per ~~container and \$500 per trailer piece of equipment.~~ An outstanding equipment order (equipment ordered, but not obtained) is also described as a "busted order."

For NACS equipment, see Item 38: North American Container System.

ITEM 38: NORTH AMERICAN CONTAINER SYSTEM (NACS)

NACS OVERVIEW

The NACS program allows specially marked containers to move among participating railroads.

An overview of the NACS program can be seen on the [bnsf.com](http://www.bnsf.com) web site, under Intermodal, Equipment, in the NACS Overview (or http://www.bnsf.com/business/iabu/html/nacs_overview.html).

~~The NACS National Service Center can address questions regarding the program, web site, or charges at 1-800-596-8372.~~

Described in this Item are key aspects of the NACS program and participation. The equipment charges, street interchange rules, and information for shipments traversing the United States and Canada or United States and Mexico borders have been condensed from the NACS equipment rules.

NACS equipment will be considered rail-controlled and applicable to this *BNSF Intermodal Rules and Policies Guide*, with the exceptions noted in this Item or NACS documentation.

To participate in the NACS program on BNSF, the shipper must sign the NACS Customer Agreement. ~~NACS registration can be accessed via the [nacsfirst.com](http://www.nacsfirst.com) web site (<http://www.nacsfirst.com/>) or calling the NACS National Service Center at 1-800-596-8372.~~

EQUIPMENT APPLICATION

1. Order Equipment

To obtain NACS equipment from a BNSF intermodal facility, the drayman must have a valid BNSF UIIA Access Agreement. (See Item 36: UIIA Trucker Interchange Agreement.) NACS equipment can be ordered online www.bnsf.com via the [Intermodal Equipment Ordering \(IEO\) Application](#). [For IEO access and registration, please contact BNSF ebusiness at 1-800-809-2673, option 4, option 4 or by emailing \[ebizhelp@bnsf.com\]\(mailto:ebizhelp@bnsf.com\) at \[nacsfirst.com\]\(http://www.nacsfirst.com\) \(<http://www.nacsfirst.com/>\).](#) [Questions regarding the NACS charges and detention, call 1-878-352-4895. Please call IEO Support 1-888-428-2673 for equipment ordering issues.](#)

2. Outstanding Equipment Orders

NACS equipment orders must be cancelled, if the ordered equipment is not needed or is unsuitable for loading.

Cancellation of equipment orders must occur no later than four (4) business hours (between 8 a.m. to 5 p.m. of the shipper's time zone, seven days per week) after the equipment has been confirmed to the shipper's equipment order. NACS equipment orders can be cancelled online at www.bnsf.com via [IEO application or by calling IEO Support at 1-888-428-2673, \[nacsfirst.com\]\(http://www.nacsfirst.com\) \(<http://www.nacsfirst.com/>\)](#) or

by calling the NACS National Service Center (NSC) at 1-800-596-8372.

Call [IEO Support the NSC](#) to report any equipment found unsuitable for loading.

If cancellation of the order does not occur within the four (4) business hours after confirmation of the equipment order, the shipper will be assessed a \$15 charge for each NACS container that is ordered, but not obtained (picked up or pulled out-gate) from the BNSF facility.

3. Street Interchange (flying interchange)

Street interchange (or also described as a flying interchange) is reloading or interchanging the NACS equipment while it is in the shipper's possession, instead of returning the equipment empty to a BNSF intermodal facility.

Street interchanges are permitted between shippers if the drayman has a valid BNSF UIIA Access Agreement.

Only one street interchange will be allowed for an out-gated load with an associated in-gated load. This provision applies only to NACS equipment removed loaded from a BNSF facility. (See the NACS Detention Free Time and Charges Section).

BNSF's policy does not allow street interchanges for equipment that departs and returns (departs/returns) as an empty/empty, empty/load, or load/empty. (The load and empty categories are defined in the NACS Detention Free Time and Charges Section.)

If the equipment is interchanged between shippers on the street, the appropriate interchange form must be executed and [accepted on \[www.bnsf.com\]\(http://www.bnsf.com\) via the IEO application, faxed to NACS at 1-215-654-5735](#) at least four (4) hours prior to tendering the equipment at the origin intermodal facility. The shipper in possession of the NACS equipment at 12:01 a.m. will pay that day's equipment charge.

All damage and repair costs are the responsibility of the drayman returning the NACS equipment.

4. Customs

Specific documentation is required by law to accompany all shipments crossing the border. Failure to supply accurate and complete Customs documentation will result in refusal to accept the NACS equipment at the intermodal facility and equipment charges will continue to accrue.

NACS equipment delayed at an intermodal facility or en route due to Customs inspection or lack of Customs paperwork is the sole responsibility of the shipper along with any equipment charges that may apply during these delays. United States domestic shipments traversing the United States and Canadian or the United States and Mexico borders must include complete information on the shipping instructions including, but not limited to, weight, piece count, and actual commodity description and STCC. (See Item 16: Shipping Instructions and Item 25: Mexico or Canada Service.)

5. Rule 11

Rule 11 (interline) movement is not applicable on NACS shipments. (See Item 4: Price Authorities Application.)

NACS DETENTION FREE TIME AND CHARGES

NACS detention free time is the amount of time equipment may remain in the shipper's control without incurring detention charges. The shipper pays a detention NACS equipment charge when the equipment is not moving on a participating NACS railroad system. This charge covers the street time for NACS equipment, which is not included in the freight (line-haul) transportation rate. (See the NACS Detention tables in Appendix B.)

1. Load (out-gate) / Load (in-gate)

Free time for NACS equipment that departs a BNSF facility as a load and returns to the BNSF as a load (also referred to as load/load) is the day it departs from a BNSF facility, plus six (6) free days. After free time, the detention charge is \$25 per day.

If the shipment is interchanged from one shipper to another shipper on the street, the free days are divided between the two parties. Street interchanges are only applicable when the equipment departs BNSF as a load and returns to BNSF as a load. For the first shipper (one departing a BNSF facility with a load), the street interchange free time is the day the equipment departs the facility, plus three (3) free days. For the second shipper, the free time is the date the equipment was received via street interchange, plus three (3) free days. After free time, the detention charge for a street interchanged load/load shipment is \$25 per day. (See the Street Interchange Section.)

2. Empty (out-gate) / Load (in-gate)

Free time for NACS equipment that departs a BNSF facility as an empty and returns to BNSF as a load (also referred to as empty/load) is the day the equipment departs from a BNSF facility, plus three (3) free days. After free time, the detention charge is \$25 per day.

See the Other NACS Charges Section for the charge associated with NACS equipment that is removed empty and returned loaded to another NACS participating carrier.

3. Load (out-gate) / Empty (in-gate)

Free time for NACS equipment that departs a BNSF facility as a load and returns as an empty (also referred to as load/empty) is the day the equipment departs from a BNSF facility, plus one (1) free day. After free time, the detention charge is \$25 per day for the first ten (10) days, and thereafter starting on the eleventh (11) day the detention charge is \$50 per day.

4. Empty (out-gate) / Empty (in-gate)

Free time for NACS equipment that departs a BNSF facility as an empty and returns as an empty (also referred to as empty/empty) has no (0) free time. The detention charge is \$25 day for the first ten (10) days, and thereafter starting on the eleventh (11) day the detention charge is \$50 per day.

See the Other NACS Charges Section for the charge associated with NACS equipment that is removed and returned empty.

NACS DETENTION SUMMARY

The NACS street detention free days are:

Departs BNSF	Returns BNSF	Free Days	Charge per Day
Load - same shipper	Load	6	\$25
Load - street interchanged per shipper	Load	3 each	\$25
Empty	Load	3	\$25
Load	Empty	1	\$25/\$50
Empty	Empty	0	\$25/\$50

See the NACS Detention tables in Appendix B.

OTHER NACS CHARGES**1. Inappropriate Interchange Charges**

Inappropriate interchange of NACS equipment will incur:

- A \$350 per equipment charge will be assessed to the shipper if NACS equipment is interchanged to a non-participating NACS railroad.
- A \$350 per equipment charge will be assessed to the shipper if empty NACS equipment departs from a BNSF facility and is delivered as a load to participating railroads at certain locations. See specific details on the bnsf.com or nacsfirst.com web sites.

2. Inappropriate Use Charge

Inappropriate use of NACS equipment will incur:

- A \$350 per equipment charge will be assessed to the shipper if NACS equipment is taken out the gate empty at a BNSF facility and then returned empty to either a BNSF facility or any other participating railroad.

For NACS Storage, see Item 56: Storage Free Time and Charges for storage applications and Appendix A: Storage Tables for specific charges.

ITEM 39: EQUIPMENT INSPECTIONS**GATE INSPECTIONS**

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

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

The drayage carrier must call attention to any evidence of unauthorized entry or damage by notifying BNSF hub personnel and providing proper notification on the inspection report before the equipment is removed from the BNSF premises. (See Item 65: Lading Claims and Filing Procedures.)

At some locations, BNSF has installed “driver assisted gate technology,” which allows a drayage carrier (driver) to check the equipment entering and departing the facility without the intervention of BNSF hub or gate personnel. At locations with this technology, the drayage carrier (driver) will be responsible for obtaining and inspecting the appropriate equipment, and for advising BNSF hub personnel if damage is found (so the damage can be noted in the BNSF system).

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

Equipment originating at an IMX facility is subject to inspection at the intermodal rail facility. (See Item 34: Maximum Equipment Weight and Overweight Handling.)

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

Any non-compliant shipment will incur delays at the intermodal facility until corrected by the shipper and applicable charges including storage and detention will apply. (See Item 56: Storage Free Time and Charges and Item 57: Detention Free Time and Charges.)

(See Item 6: BNSF Rejection Rights, Item 59: Shipper Responsibilities, Item 63: BNSF Limited Liability, Item 65: Lading Claims and Filing Procedures, and Item 66: Equipment Liability and Claims Procedures.)

INSPECTION RIGHTS

BNSF retains the right, without obligation, to inspect and/or weigh a shipment when the equipment is tendered or at any time while the equipment is in BNSF's possession. This inspection by BNSF is to ensure that the shipment complies with the safety requirements, shipping instructions, and other issues addressed

in this *BNSF Intermodal Rules and Policies Guide*. Failure of BNSF to inspect a shipment shall not make BNSF responsible for any loss or damage that might have been discovered by such an inspection and does not release the shipper from complying with all terms in this *BNSF Intermodal Rules and Policies Guide*. (See Item 6: BNSF Rejection Rights, and Item 34: Maximum Equipment Weight and Overweight Handling.)

INSPECTION REQUESTS

1. Inspections On BNSF Property

If the shipper requests inspection of the equipment that is on BNSF property, a \$150 per equipment charge will be assessed to the shipper.

2. Lading Inspections Beyond BNSF

BNSF will inspect shipments (loads and lading) beyond its premises at the shipper's request ONLY IF:

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

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

If damage or unauthorized entry to the equipment is noted at destination, including a missing seal, tampered seal, or defective seal, the receiver must report the exception and known facts to the BNSF Inspection Service Bureau (1-800-833-4686) immediately and allow reasonable time to inspect the equipment before the lading is unloaded. (See Item 65: Lading Claims and Filing Procedures.)

If it is determined proper loading, bracing, or safe loading practices were not used, the inspection by BNSF will be considered an extra service. A \$200 charge will be assessed for the inspection service of a shipment that failed to comply with safe loading practices. Independent surveyors are also available for these services at the shipper's costs and expenses.

All inspection requests, including reporting of shortages, should be made to the Load and Ride Solutions (Damage Prevention), Inspection Service Bureau at 1-800-333-4686.

(See Item 63: BNSF Limited Liability for inspections of lading shortages, Item 64: Undetermined Lading Loss or Damage, and Item 65: Lading Claims and Filing Procedures.)

ITEM 40: LIFT PROVISIONS

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

Additional lift services incur a \$50 charge per lift, in addition to other applicable charges. The drayman, shipper, or party requesting the lift will be liable for these charges.

Chargeable lifts include, but are not limited to:

- Lifts from the ground to a chassis due to lack of shipper-provided chassis.
- Lifts for pre-mounted shipments, when such shipments are not obtained (see Item 41: Furnishing Chassis, Section 6).
- Lifts from one chassis to another chassis.
- Lifts from a chassis to the ground or extra lifts from ground to railcar.
- Lifts from a railcar at any location other than the origin or destination hub, due to circumstances including, but not limited to, the lack of or incomplete shipper furnished Customs documentation, or any condition attributable to the shipper.

These additional lift services require prior approval at the BNSF facility. (For chassis exceptions and pre-mounts, see Item 41: Furnishing Chassis. See Item 23: Rail Stop-offs and Item 25: Mexico and Canada Service.)

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

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

At destination, if BNSF is unable to unload private equipment from railcars due to a shortage of private chassis, the shipper will be notified. After notification, storage free time will begin and charges will apply after free time expires. These charges will continue to apply even if BNSF is unable to unload the equipment as soon as private chassis are supplied. (See Item 56: Storage Free Time and Charges.)

Each piece of private equipment that must be left on a railcar at destination due to lack of available shipper or private chassis will incur a \$100 charge per day, in addition to any other lift, storage charges, and other applicable charges.

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

(See other chassis Items and Item 48: Newly Manufactured Equipment.)

ITEM 41: FURNISHING CHASSIS

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

CHASSIS EXCEPTIONS

The following are exceptions for positioning or using chassis:

1. Memphis

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

2. Oakland, Portland, Seattle, S. Seattle, and Tacoma

COFC containers requiring BNSF rail-controlled (obligated) drayage will be moved with a BNSF chassis on a non-drop (consistent with the standby provisions) basis. Any deviation that requires picking up (obtaining), delivering, or using a private chassis will incur an additional \$75 chassis pick up and/or delivery charge, in addition to other applicable charges. (See Item 51: BNSF International Private Drayage.)

3. International Interchanged Shipments

If a shipper requests a highway interchange with a non-BNSF chassis for delivery of a private container to a connecting rail or water (steamship) carrier, a chassis use charge of \$165 per container will apply, as well as the cross-town drayage expenses incurred, and other applicable charges. This is subject to chassis availability and to the facility's ability

to provide such service. (See the Drayage Chapter.)

4. Cross-town

BNSF is not responsible for the cross-town (chassis or drayage) on a Rule 11 shipment. (See Item 4: Price Authorities Application, Item 21: Intermodal Service Codes, and Item 40: Lift Provisions.)

BNSF will not provide cross-town transfer, interchange, or drayage for equipment that does not meet specifications defined in the Equipment Chapter, or hazardous portable tank container shipments. (See Item 34: Maximum Equipment Weight and Overweight Handling, Item 46: Portable Tank Containers, and Section 7 of this Item.)

5. Chassis Reposition

If chassis accumulate or must be moved (drayed) to another facility or off-site location, the shipper will be responsible for any drayage costs and expenses, plus applicable storage charges. (See Item 56: Storage and Free Time and Charges.)

6. Pre-mount Facilities

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

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

7. Portable Tank Containers

Loaded portable tank containers must be obtained from or delivered to a BNSF facility using only drop frame (lowboy) chassis. Empty portable tank containers do not require delivery with lowboy chassis. (See Section 4 of this Item, and Item 46: Portable Tank Containers.)

(See Item 40: Lift Provisions regarding lifts to chassis, Item 56: Storage Free Time and Charges, and the Drayage Chapter.)

ITEM 42: PRIVATE CHASSIS REGISTRATION

Private chassis must be registered with BNSF in order to remove containers from an intermodal facility.

To register a chassis, fax (on the truck or drayage company letterhead) the chassis initial and number to the Manager ISO Container and Chassis at 1-817-352-7198.

(See Item 32: Equipment Specifications and Standards to register equipment, Item 36: UIIA Trucker Interchange Agreement regarding removal of rail-controlled equipment, and Item 55: Private Equipment Drayage Insurance.)

ITEM 43: BUNDLED EQUIPMENT

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

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

Bundled equipment is Restricted equipment and must have a special price authority and follow procedures documented in Item 27: Restricted Commodities or Equipment and Associated Charges.

ITEM 44: MISCELLANEOUS EQUIPMENT

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

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

Only left locking IBCs are permitted on BNSF. (See Item 50: On-dock Facilities.)

ITEM 45: TEMPERATURE-CONTROLLED EQUIPMENT

REQUIREMENTS TO TENDER EQUIPMENT

BNSF will accept temperature-controlled equipment with complete shipping instructions (via EDI or BNSF's Internet Shipping Instructions) or under the BNSF "Quick Bill" program. (See Item 16: Shipping Instructions).

Equipment equipped with temperature-controlled devices must be tendered under a specific price authority for this type of equipment. (See Item 27: Restricted Commodities or Equipment and Associated Charges).

The shipper assumes all liability for damage and spoilage due to incorrect thermostat setting, or malfunction of any devices, units, recorders, or gauges on the equipment, including refrigeration and fuel.

EQUIPMENT REQUIREMENTS

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

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

TEMPERATURE-CONTROLLED INSPECTIONS

BNSF may permit the shipper or its agents onto BNSF property to inspect or fuel temperature-controlled equipment. When inspecting such equipment on BNSF property, the shipper must meet BNSF requirements at origin, destination, or in-transit points. Other inspection requirements vary by point of inspection and can be clarified by contacting a BNSF Facility or Marketing Representative. BNSF will not permit any inspection or refueling that will delay the

movement of a train. If inspections occur, the shipper will be invoiced separately for and will be directly responsible for any inspection charges.

TEMPERATURE INFORMATION

BNSF may (at its sole discretion) inspect, but **WILL NOT BE RESPONSIBLE** for checking or monitoring any devices such as thermostats, temperature gauges or recorders, fuel gauges or recorders, devices, or any other operations of a temperature-controlled equipment.

BNSF will not be liable for failure to make such inspections or, in the event such inspections are made, for failure of BNSF to detect incorrect set thermostats, improper thermometer readings, inadequate fuel supply, or any other defect with the temperature-controlled devices on the equipment.

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

When filing a loss or damage claim regarding improper temperature or thermostat setting, the equipment's complete recorded temperature documentation must be furnished. (See Item 65: Lading Claims and Filing Procedures.)

EMERGENCY SERVICES

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

ITEM 46: PORTABLE TANK CONTAINERS

TANK CONTAINER SHIPPING INSTRUCTIONS

Portable tank containers are Restricted equipment and must be tendered with a special price authority for this type of equipment. (See Item 27: Restricted Commodities or Equipment and Associated Charges.)

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

- Actual commodity description (proper shipping name)

- 24-hour telephone contact number
- If hazardous, see Item 28: Hazardous Commodities
- DOT exemption number, when applicable.

COMMODITY SPECIFICATIONS

Commodities loaded in portable tank containers must meet the United States Department of Transportation regulations. (See Item 8: Laws and Regulations Compliance.)

The commodity description (proper shipping name) must be printed legibly in a waterproof medium on both sides of the portable tank container. Letters of the description must be at least two (2) inches in height. (See Item 16: Shipping Instructions.) The placement of the commodity name on the portable tank container must conform to the same specifications for placarding stated in Item 28: Hazardous Commodities.

As directed under 49 CFR, 174.63, BNSF can only accept hazardous commodities in portable tank containers that the United States Department of Transportation (DOT) has authorized for bulk materials under 49 CFR 173.240, 173.241, 173.242, 173.243, or 173.320.

Under no circumstances will the shipper tender or BNSF knowingly accept DOT prohibited (unauthorized) commodities in tank containers that include, but are not limited to:

- Flammable or non-flammable gases (with the exception of argon)
- Poison/toxic inhalation hazard (PIH/TIH) commodities.

Hazardous commodities that are not authorized under 49 CFR 173.240, 173.241, 173.242, 173.243, or 173.320 can only be transported in portable tank containers under a U.S. DOT Exemption or a Federal Railroad Administration (FRA) movement approval.

Exemption and movement approvals must be faxed to BNSF's Hazardous Materials Group at 1-817-740-7250 at least seventy-two (72) hours prior to submitting the shipping instructions and tendering the shipment to BNSF. If the commodity is exempted, the DOT Exemption number must be provided on the shipping instructions.

In addition, to the DOT prohibited commodities, under no circumstances will the shipper tender or BNSF knowingly accept the following Prohibited hazardous commodities in portable tank containers:

- Allyl chloride
- Benzene

- Carbon disulfide
- Carbon tetrachloride
- Chlorobenzene
- Chloroform
- Dichloropropene
- Epichlorohydrin
- Ethyl chloride
- Ethylene dichloride
- Methyl chloroform (1,1,1 trichloroethane)
- Methylene chloride (dichloromethane)
- Methylene chloride/chloroform mixture
- O-dichlorobenzene
- Perchloroethylene (tetrachloroethylene)
- Perchloroethylene/trichloroethylene mixture
- Trichloroethylene.

(See Item 26: Prohibited Commodities or Equipment and Associated Charges.)

EMPTY TANK CONTAINERS

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

In addition, an empty portable tank container that previously contained hazardous commodities or has hazardous residue must be placarded and marked as required for a loaded hazardous shipment. (See Item 28: Hazardous Commodities.)

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

EQUIPMENT REQUIREMENTS AND LIABILITY

Portable tank containers tendered to BNSF must conform to 49 CFR 174.63, AAR 600, and AAR M-943 specifications.

Portable tank containers must be marked with "AAR 600", which indicates the tank container is compliant with AAR specifications. (See Item 32: Equipment Specifications and Standards).

Prior to tendering the shipment to BNSF, the shipper is responsible for inspecting and ensuring the portable tank container:

- Has no defects or latent defects, including cracked or separated outer shell or supporting fixture problems that would result in a potential failure during the transportation.
- Has closed and secured valves and man-way covers in such a manner to ensure no leakage will occur.

Any portable tank container with defects, faulty valves, or man-way securement issues should not

be loaded and cannot be tendered to BNSF. (See Item 29: Shipper Loading Equipment and Item 32: Equipment Specifications and Standards.)

Loaded portable tank containers must be obtained from or delivered to a BNSF facility using only drop frame (lowboy) chassis. (See Item 41: Furnishing Chassis.)

BNSF will not provide cross-town transfer, interchange, or drayage of hazardous portable tank container shipments. (See Item 53: BNSF Impractical BNSF Drayage Services.)

In the event the equipment tendered to BNSF does not comply with 49 CFR 174.63, AAR 600, and AAR M-943 specifications, the shipper agrees to fully indemnify, defend, and hold BNSF harmless from any losses, damages, claims or litigation that may arise out of the transportation and/or the shipment. The shipper will be responsible for all costs and expenses associated with loss, damage, clean up, injury, death, or any other liability to all property, equipment, environment, commodity transfer, disposition, or handling aspects associated with the portable tank container failure (including residue, leak or spill) or equipment failure while in possession of BNSF.

In the case of an incident, the shipper will provide clean up to BNSF's satisfaction and the satisfaction of any governmental body with jurisdiction, and pay for clean up or reimburse BNSF for all related costs and expenses plus a 50% handling charge, with a minimum of a \$500 charge.

Shipper will defend and indemnify BNSF from and against any such loss or damage pursuant to the terms of Item 60: Shipper General Liability of this *BNSF Intermodal Rules and Policies Guide*. (See Item: 60 Shipper General Liability and Item 63: BNSF Limited Liability.)

ITEM 47: BULK BLADDER (FLEXI-TANKS) SHIPMENTS

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

The shipper is fully responsible for utilizing equipment in a condition adequate to withstand pressures that will be exerted on the bladder, regardless of cause. When tendering bulk bladder shipments, the shipper is fully responsible for using private equipment that is not greater than ten (10) years old, is in suitable condition to

carry concentrated weights, has no visible defects, and meets or exceeds AAR M-930 or M-931 specifications. In addition, the shipper must ensure the equipment's interior is free of any objects, materials, or defects that could cause the bladder to leak or rupture, regardless of cause.

The shipper will be responsible for all costs and expenses associated with loss, damage, clean up, injury, death, or any other liability to all property, equipment, environment, commodity transfer, disposition or handling aspects associated with the bladder failure (including residue leak or spill) or equipment failure while in possession of BNSF. In the case of an incident, the shipper will provide clean up to BNSF's satisfaction and the satisfaction of any governmental body with jurisdiction, and pay for clean up or reimburse BNSF for all related costs and expenses plus a 50% handling charge, with a minimum of a \$500 charge, in addition to other applicable charges.

The shipper will defend and indemnify BNSF from and against any such loss or damage pursuant to the terms of Item 60: Shipper General Liability of this *BNSF Intermodal Rules and Policies Guide*.

Under no circumstances will the shipper tender or BNSF knowingly accept any hazardous materials, substance, waste, or environmentally harmful commodities in bulk bladders. (See Item 26: Prohibited Commodities or Equipment and Associated Charges, and Item 28: Hazardous Commodities.)

For all bladder shipments, the shipper must provide on the shipping instructions:

- 24-hour contact number.
- Complete actual commodity description (proper shipping name) FAK is not valid.
- Actual STCC (FAK STCC is not valid).
- Flexi-tank or bulk bladder stated as part of the commodity description. (See Item 16: Shipping Instructions.)

Bulk bladder shipments are Restricted and must be tendered with a special price authority for this type of shipment. See Item 27: Restricted Commodities or Equipment and Associated Charges.

(See Item 60: Shipper General Liability.)

ITEM 48: NEWLY MANUFACTURED EQUIPMENT

BNSF will not be liable for normal handling damage to new equipment that occurs from the loading or unloading (lifting) equipment on or off

railcars at BNSF facilities. In addition, BNSF will not be liable for damage to newly manufactured equipment not meeting AAR standards.

If the shipper desires protection from loss or damage based on 49 USC 11706, a special price authority must be obtained noting the 49 USC application and the shipper must pay the additional charge. (See Item 61: 49 USC 11706 Liability Terms and Item 66: Equipment Liability and Claims Procedures.)

ITEM 49: PRIVATE EMPTY EQUIPMENT (LIMITED QUANTITY)

No more than fifteen (15) private empty pieces of equipment can be tendered to the BNSF intermodal facilities at Kansas City, MO, Memphis, TN, Phoenix, AZ, St. Louis, MO, St. Paul, MN, or Stockton, CA without forty-eight (48) hours prior approval from the BNSF hub manager.

(See Item 55: Private Equipment Drayage Insurance and Item 42: Private Chassis Registration.)

ITEM 50: ON-DOCK FACILITIES

At some locations, BNSF accepts and delivers railcars to and from on-dock (pier, port, or private) intermodal facilities. Defined in this Item are requirements for proper loading and unloading of intermodal railcars at on-dock facilities to meet the conditions for safe and efficient rail transportation.

RAILCAR LOADING OR UNLOADING

It is the sole responsibility of the on-dock facility operator to load or unload all railcars properly in accordance with the BNSF Loading Policy Guidelines and all applicable governmental and industry safety regulations. The on-dock facility operator will ensure that all equipment loaded onto railcars is properly secured in accordance with BNSF's Securement Policies as outlined in the *BNSF Railway Intermodal Hub Operations Manual*. Contact Hub Operations at 1-817-867-6122 to obtain a copy of the Hub Operations Manual.

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

- 1) At least 7,500 feet.
- 2) Blocked to BNSF's North and South blocking plans.

- 3) Blocked with a minimum of 40 FEU per train block and loaded on railcars with a single destination.

(See the Equipment Chapter, Item 44: Miscellaneous Equipment, and Item 56: Storage Free Time and Charges.)

RAILCAR INSPECTION AND REPAIR

BNSF (or agent) will provide inspection of railcars designated for loading equipment at the on-dock facility. If BNSF finds defective railcars that cannot be loaded, BNSF will provide a written description of the defective railcars and will place tags on the railcars to advise the on-dock facility operator of the defective status. BNSF will inspect loaded railcars for discovery of any defects prior to train departure from the on-dock facility. However, BNSF will not inspect railcars to ensure compliance with loading or securement rules referred to in the Railcar Loading and Unloading Section of this Item. Proper loading and securement are solely the responsibility of the operator of the on-dock facility. The on-dock operator will also be responsible for any damages, expenses, and associated repair costs incurred to railcars during the loading and unloading process.

OTHER RAILCAR USAGE POLICIES

The on-dock operator will fully load the railcars with appropriate length and stack container configurations to achieve a minimum of ~~96~~95% slot utilization. However, the railcars (train) will not depart a Southern California on-dock facility if the slot utilization is under 92%. As outlined in policies and manuals referenced in the Railcar Loading and Unloading Section, no railcar shall be overloaded beyond its stated weight capacity. (See Item 34: Maximum Equipment Weight and Overweight Handling.)

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

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

BNSF reserves the right to designate appropriate railcar loading block configurations to reduce railcar switching requirements. The on-dock facility operator must comply with these

requirements, and BNSF has the right to refuse improperly blocked railcars.

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

OPEN OR OVERSIZED SHIPMENTS

All open shipments, including but not limited to, flat racks, bare chassis, stacked (bundled) chassis, stacked (bundled) flat racks, and open tops (with or without chassis), with cargo extending beyond the container's normal dimensions must be inspected by a BNSF Mechanical Inspector or BNSF's agent. Only upon receipt of written approval by a BNSF Mechanical Inspector, can an open or oversized shipment be loaded onto a railcar. (See Item 33: Oversized Shipments.)

OTHER APPLICABLE RULES

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

BNSF will not accept intermodal coiled metal shipments via steel wheel interchange or from on-dock locations. (See Item 27: Restricted Commodities or Equipment and Associated charges.

(See Item 6: BNSF Rejection Rights, Item 19: Rail Carrier Bond, and Item 59: Shipper Responsibilities.)

INDEMNITY AGREEMENTS

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

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

(See Item 63: BNSF Limited Liability.)

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DRAYAGE

ITEM 51: BNSF INTERNATIONAL PRIVATE DRAYAGE

BNSF will perform drayage for equipment with service codes 80 and 82 (pier, port, or dock pick up) and 80 and 87 (pier, port, or dock delivery) only under the following conditions:

1. BNSF will perform pier pick up (service code 80 and 82) and pier delivery (service code 80 and 87) when the price authority indicates the appropriate service code.
2. Drayage is applicable for service code 80 and 82 when an immediate prior water movement has occurred, or for service code 80 and 87 when an immediate subsequent water movement will occur.
3. When all required shipping instructions elements are provided to BNSF including, but not limited to, the proper service code, vessel, voyage, and booking number. (See Item 16: Shipping Instructions.)
4. Roads, streets, driveways, highways, alleys, or other approaches are impassable or impractical.
5. Streets are not accessible by truck (as stated in local ordinance).
6. Loading or unloading facilities are inadequate to obtain or deliver the equipment.
7. Any riot, strike, picket, or disturbance accompanied by actual or threatened violence prevents the equipment to be obtained or delivered.
8. Equipment does not meet specifications defined in the Equipment chapter.
9. BNSF will not perform drayage, cross-town transfer, or interchange of portable hazardous tank container shipments. (See Item 28: Hazardous Commodities and Item 46: Portable Tank Containers.)

(See other Items in the Drayage Chapter, Item 21: Intermodal Service Codes, Item 41: Furnishing Chassis, and Item 57: Detention Free Time and Charges.)

ITEM 52: CANCEL BNSF DISPATCHED DRAYAGE

When BNSF is responsible for obtaining or delivering a shipment (any service code ending in a 0, 2, or 7), and the shipper cancels the drayage order after the equipment has departed the facility, a \$75 cancellation charge, plus any BNSF drayage charges incurred before cancellation, any additional drayage and storage charges, and other applicable charges, will be assessed to the shipper. To cancel the drayage, call 1-800-446-6554, option 5.

(See Item 21: Intermodal Service Codes, and Item 57: Detention Free Time and Charges.)

ITEM 53: IMPRACTICAL BNSF DRAYAGE SERVICES

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

(See Item 20: Intermodal Service and Service Levels, Item 29: Shipper Loading Equipment, Item 54: BNSF Drayage Inability, and Item 57: Detention Free Time and Charges.)

ITEM 54: BNSF DRAYAGE INABILITY

When BNSF is responsible for obtaining or delivering a shipment (applicable service codes ending in a 0, 2, or 7), BNSF will schedule an appointment with the shipper. If a drayage appointment is cancelled, or if a delivery is attempted and failed through no fault of BNSF, including but not limited to, pier delivery or pick up, a \$75 charge per drayage cancellation or delivery attempt will be assessed, plus any additional drayage charges and storage charges, and other applicable charges.

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

Storage charges will commence applying the first 12:01 a.m. after the equipment is placed and will continue until the equipment is delivered. (See Item 56: Storage Free Time and Charges.)

After the equipment has been held sixty (60) days at the shipper's expense, BNSF will dispose of the goods and equipment (at the shipper's expense) or sell for salvage. (Abandoned equipment is covered in Item 56: Storage Free Time and Charges.)

(See other Item 3: Complete Offer Acceptance, Item 21: Intermodal Service Codes, Item 29: Shipper Loading Equipment, Item 34: Maximum Equipment Weight and Overweight Charges, Item 41: Furnishing Chassis, the Drayage Chapter Items, and Item 57: Detention Free Time and Charges.)

ITEM 55: PRIVATE EQUIPMENT DRAYAGE INSURANCE

INSURANCE REQUIREMENTS

The shipper shall provide and maintain a Certificate of Insurance for drayage of private equipment when the drayage carrier does not have a valid BNSF UIIA Access Agreement. (See Item 36: UIIA Trucker Interchange Agreement.)

The shipper shall, at its sole cost and expense, procure and maintain the following insurance coverage.

1. Commercial General Liability Insurance

Commercial general liability insurance shall contain broad contractual liability with a combined single limit of a minimum of \$1,000,000 for each occurrence and an aggregate limit of at least \$2,000,000. Coverage must be purchased on a (post 1998) Insurance Service Office occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- It is agreed that any workers' compensation exclusion does not apply to BNSF payments related to the Federal Employers Liability Act, a Railroad Wage Continuation Program, or similar programs. In addition, any payments are deemed not to be either payments made, or obligations assumed under any Workers Compensation, disability

benefits, or unemployment compensation law or similar law.

- Any exclusion related to the explosion, collapse, and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

2. Business Automobile Insurance

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

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

3. Workers Liability Insurance

Workers liability insurance shall include coverage for, but not limited to:

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

4. Other Conditions

Additional requirements for private insurance are outlined below.

- a. All policies (applying to coverage listed in this Item) shall contain no exclusion for punitive damages, and certificates of insurance shall reflect that no exclusion exists.
- b. The shipper agrees to waive its right of recovery against BNSF for all claims and suits against BNSF. In addition, its insurers, through policy endorsement, waive their right of subrogation against BNSF for all claims and suits. The shipper further waives its right of recovery, and its insurers also waive their right of subrogation against BNSF for loss of its owned or leased property or property under its care, custody or control.
- c. The shipper's insurance policies through policy endorsement must include wording that the policy shall be primary and non-

contributing with respect to any insurance carried by BNSF.

- d. All policy(ies) required in this Item (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name BNSF as an additional insured with respect to work performed under this *BNSF Intermodal Rules and Policies Guide*.
- e. The shipper is not allowed to self-insure without the prior written consent of BNSF. If granted by BNSF, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by the shipper in lieu of insurance. Any and all BNSF liabilities that would otherwise, in accordance with the provisions of this Item, be covered by the shipper's insurance will be covered as if the shipper elected not to include a deductible, self-insured retention, or other financial responsibility for claims.
- f. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify BNSF in writing at least thirty (30) days prior to any cancellation, substitution, or material alteration. Upon request from BNSF, a certified duplicate original of any required policy shall be furnished.
- g. Any insurance policy shall be written by a reputable insurance company acceptable to BNSF or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- h. The shipper WARRANTS that this Item has been thoroughly reviewed by the shipper's insurance agent(s)/broker(s), who have been instructed by the shipper to procure the insurance coverage defined in this Item.
- i. Allocated Loss Expense shall be in addition to all policy limits for coverage referenced in this Item.
- j. BNSF may reasonably modify the required insurance coverage to reflect current risk management practices in the

railroad industry and underwriting practices in the insurance industry.

- k. If any portion of the operation is to be subcontracted by the shipper, the shipper will require the subcontractor to:
 - Provide and maintain insurance coverage as stated in this Item, naming BNSF as an additional insured, AND
 - Release, defend and indemnify BNSF to the same extent and under the same terms and conditions, as the shipper is required to release, defend and indemnify BNSF.

- l. Failure to provide coverage as required by this Item shall entitle, but not require, BNSF to terminate the transportation contract immediately.

The fact that insurance (including, without limitation, self-insurance) is obtained by the shipper shall not be deemed to release or diminish the liability of the shipper including, without limitation, liability under the indemnity provisions of this Item. Damages recoverable by BNSF shall not be limited by the amount of the required insurance coverage.

(See Item 36: UIIA Trucker Interchange Agreement).

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STORAGE, DETENTION, AND DRIVER CHARGES

ITEM 56: STORAGE FREE TIME AND CHARGES

STORAGE APPLICATIONS

The rules and charges for storage of private and rail-controlled equipment at BNSF facilities are outlined in this Item.

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

Notification occurs when BNSF advises the notify party that the equipment is ready (available) for pick up, delivery, loading, or unloading, or the shipment has a condition that needs to be addressed.

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

(Appendix A summarizes some of the Storage Free Time and Charges.)

1. Storage Application

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

- All private equipment including, but not limited to containers, trailers, chassis, flat racks, flat beds, portable tank containers, and other private intermodal equipment.
- All rail-controlled equipment.
- All equipment (private or rail-controlled) when BNSF is performing the drayage.

2. Other Items

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

- Improper, incomplete, or modified shipping instructions (see Item 16: Shipping Instructions, Item 17: Shipping Instruction Changes, and 5 n, o and p of this Item).
- Held for a cash (basis) payment (see Item 10: Credit and Collections and 5 n of this Item).
- Incorrectly placarded or not conforming to hazardous requirements (see Item 28: Hazardous Commodities, and 5 k and n of this Item).

- Oversized or overweight shipments (see Item 33: Oversized Shipments, Item 34: Maximum Equipment Weight and Overweight Handling, and Section 5 l of this Item).
- Refused to pick up the equipment (see Item 36: UIIA Trucker Interchange Agreement and 5 m of this Item).
- Inspected and found non-compliant (Item 39: Equipment Inspections, and 5 k and n of this Item).
- Shortage of private chassis (see Item 40: Lift Provisions and 5 q of this Item).
- Accumulated chassis (see Item 41: Furnishing Chassis and 5 q of this Item).
- Failed to obtain equipment for pre-mounted chassis (see Item 41: Furnishing Chassis and 5 c of this Item).
- Drayage inability or cancellation (see Item 52: Cancel BNSF Dispatched Drayage, 54: BNSF Drayage Inability, Item 57: Detention Free Time and Charges, and Section 5 m of this Item).
- Delayed due to Customs documentation and inspections (see Item 25: Mexico or Canada Service or 5 x of this Item).
- Maximized allotted quantity at container yards (see 5 v of this Item).
- Detained delivery of railcars (see 5 u of this Item and Item 50: On-dock Facilities).
- Shifted and inappropriately blocked or braced loads, shipments set out of a train, or other issues (covered in Item 59: Shipper Responsibilities, Item 31: Shipment Adjustments, and Section 5 k of this Item).
- Applied to NACS equipment (Item 38: North American Container System and Section 1 of this Item).
- Limited liability (Item 63: BNSF Limited Liability and 3 d of this Item).

3. Storage Free Time

a. Free time

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

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

b. Weekends and holidays

All service levels provide weekend availability; therefore, weekends are included in the free time calculation.

See Section 4 i when notification is made prior to availability and the storage charge would begin on the weekend day.

For all service levels (see Item 20: Intermodal Service and Service Levels), holidays occurring within the free time are excluded from the free time calculation. A listing of applicable BNSF holidays is stated in the Holiday definition (see the Definitions). (See Section 4 h of this Item.)

c. Storage free time

Group 1 Facilities

At Group 1 BNSF intermodal facilities, free time is the day of notification, plus twenty-four (24) hours.

Group 2 and 3 Facilities

At Group 2 and 3 BNSF intermodal facilities, free time is the day of notification, plus forty-eight (48) hours.

d. Storage free time exceptions

- Free time will begin at the shipment's availability including when notification is made prior to the availability time indicated in the BNSF Service Schedules, with the following exception. The exception is shipments arriving early at Group 1 facilities will receive additional free time if the early arrival would result in a chargeable weekend day. This exception applies only to shipments with a scheduled availability of Saturday, Sunday, or Monday. (See 4 i of this Item and Appendix A.)

- Applicable free time begins the day of notification when BNSF advises the notify party of conditions addressed in Section 2 of this Item, unless otherwise noted.
- No storage free time is provided for overweight equipment. (See Section 5 l of this Item.)
- Limited free time is provided for equipment tendered with a Quick Bill and the equipment arrives at destination without BNSF receiving complete shipping instructions. Free time will not be restarted when BNSF receives complete shipping instructions. (See Section 5 p of this Item.)
- Limited free time is provided when the drayman refuses to obtain the equipment or after the shipment is placed from a BNSF drayage failure or cancellation. (See Section 5 m of this Item.)
- Once free time expires, BNSF's liability will only be that of a warehouseman. (See Item 63: BNSF Limited Liability.)

4. Storage Notification

- a. Notification occurs when BNSF advises the notify party that the equipment is available or there is a condition with the shipment (see Section 2 of this Item). Notification will continue until the equipment is obtained or the condition is corrected. At destination, notification is given to the notify party (as designated on the shipping instructions). The notify party is the shipper for conditions stated in Section 2 of this Item. (See Section 5 d, e and f).
- b. When using rail-controlled equipment, the notify party must be the shipper or a valid BNSF UIIA trucker interchange contract holder. (See Section 5 m of this Item and Item 36: UIIA Trucker Interchange Agreement.)
- c. For notification purposes, the notify party is required to maintain fax communication capabilities twenty-four (24) hours per day, seven (7) days per week. Fax communication is not required, if notification is accessed electronically by

BNSF's web applications or other electronic methods. BNSF's transportation system automatically sends the notifications. BNSF is not responsible if the notify party does not receive the notification.

- d. To change the notify party, see Item 17: Shipping Instructions Changes.
- e. All notification refusals must be submitted in writing and faxed to the BNSF Notification Desk at 1-800-699-9368.
Notification refusals are required to be on company letterhead, and must state the company name, complete address, phone and fax number, contact person, applicable equipment initial and number, load or empty, date received notification, problem with the equipment, and action requested. Additional information on notification refusals is in Section 5 i of this Item.
- f. When notification is made before 5 p.m. (local time), the day of notification is that (same) day.
- g. If notification is made after 5 p.m. (local time), the day of notification is the following day.
- h. For notification occurring on a holiday, the notification day is considered the next day. If a holiday falls during the free time, the holiday is not included in the calculation of the free time. (See the Definitions for BNSF holidays and Section 3 b of this Item.)
- i. If notification is prior to the availability time indicated in the BNSF Service Schedules, the day of notification is that (same) day with the following exception. The exception is shipments arriving early at Group 1 facilities will receive additional free time if the early arrival would result in a chargeable weekend day. This exception applies only to shipments with a scheduled availability of Saturday, Sunday, or Monday. (See Section 3 d, and the Storage Tables in Appendix A.)
- j. On shipments made available more than four (4) hours after the availability time indicated in the BNSF Service Schedules,

the day of notification is the next day (excluding empty equipment).

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

5. Storage Charges

Storage charges are applicable on all shipments and equipment types.

- a. For all equipment (rail-controlled and private), when applicable free time expires, the storage charge is \$150 per day (or fraction of a day) at Group 1 and 2 facilities, and \$100 per day (or fraction of a day) at Group 3 facilities. These charges include Saturdays, Sundays, and holidays. (See Section 3 b.)

Storage Summary

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

- b. At Group 1 facilities, for shipments notified with Monday as the first chargeable storage day, the storage charge is \$50 if the shipment departs (is out-gated) the BNSF facility prior to 6:00 a.m. (local time) on that Monday morning.
- c. Private bare chassis not removed within the twenty-four (24) hour period following notification will incur storage charges.
In addition, if a pre-mount chassis is not obtained after the pre-mount request, storage charges will apply. (See Item 41: Furnishing Chassis.)
- d. At origin, the shipper will be responsible for payment of all storage charges. (See Sections 4 a, 5 i, n, and o of this Item.)
- e. At destination, the notify party or guarantee party (see Section 5 h and i) will be responsible for payment of all storage charges. (See Section 4 a of this Item.)

f. Storage charges for rail-controlled equipment will be sent to the notify party; thus payments are not required at the time of out-gate. (See Section 4 b of this Item.)

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

h. All storage charges must be paid on private equipment before the equipment leaves BNSF property. Storage charges must be paid (either by check made payable to BNSF or by a guarantee) when the equipment departs (out-gates) the facility. Cash is not accepted at the gate. The amount on the check or guarantee must match what is specified by BNSF.

Guarantees can be accepted by fax or on-line (within secured bnsf.com application). Fax the guarantee or copy of the check to the BNSF Storage department at 1-800-234-5079.

Guarantees will be accepted only from the shipper, notify party, or drayman with established credit at BNSF.

Checks or fax guarantees must be on a company letterhead, signed by an authorized representative of the guarantor, and state the company name, address, phone number, equipment initial and number, and applicable dates for the charges.

Call the Storage department at 1-888-428-2673, ~~option 5, 3~~ or use the BNSF Storage web tool (a secured bnsf.com application - <http://www.bnsf.com/ipower.html>) on the bnsf.com web site to obtain the storage charges due.

If the guarantees are not honored, then a cashiers' or certified check will be required prior to the release of the equipment. BNSF may hold the equipment until any question of outstanding charges is resolved and any charges paid.

i. Notification refusals do not dismiss any storage charges that may have already accrued, and free time will not be

restarted. (See Section 4 e and 5 m of this Item).

If a notification refusal is received from the notify party and a notify party change is not received from the shipper, the shipper will be responsible for any applicable storage charges and the storage charges will continue to accrue. If a notification refusal is not received by the notify party, the notify party will be responsible for any applicable storage charges and the storage charges will continue to accrue. (See Item 17: Shipping Instructions Changes for notify party changes.)

j. Report any damaged equipment requiring repairs to the BNSF hub personnel and obtain a service request log number (indicating damage has been logged in the system). When reporting damage, include the description and nature of the damage, the location, the date, and how the damaged occurred. This will suspend storage charges for rail-controlled equipment until repairs are completed, except for damage (determined to have been) caused by the shipper or shipper's representative. Suspension of charges will not occur without a service request log number. Any storage charges and repairs for private equipment will be the shipper's responsibility, except for damage determined to have been caused by BNSF. (See Item 66: Equipment Liability and Claims Procedures.)

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

In addition, storage charges will be incurred if the equipment has to be set out of a train for reasons, including but not limited to, equipment failures, commodity related problems or embargoes. (See Item 23: Rail Stop-offs, Item 24: Embargo, Item 28: Hazardous Commodities, Item 59: Shipper Responsibilities, and Section 2 of this Item.)

- l. Storage charges for an overweight or oversized shipment will begin after the shipper is notified and while equipment is detained at the BNSF facility. No storage free time is provided for overweight equipment. (See Item 33: Oversized Shipments, and Item 34: Maximum Equipment Weight and Overweight Handling.)
- m. Storage charges will begin the first 12:01 a.m. after notification if an authorized BNSF UIIA Access Agreement drayman refuses to obtain the equipment, or after the shipment is placed from a BNSF drayage or delivery failure or cancellation. (See 5 i of this Item, Item 36: UIIA Trucker Interchange Agreement, Item 52: Cancel BNSF Dispatched Drayage, Item 54: BNSF Drayage Inability, Item 57: Detention Free Time and Charges, and Item 58: Driver Loading/Unloading.)
- n. Storage charges will be assessed at origin and/or destination for equipment delayed while shipping instructions or other conditions (as stated in Section 2) are waiting to be corrected. Free time starts when the shipper is notified, unless otherwise specified. (See Items stated throughout this *BNSF Intermodal Rules and Policies Guide*.)
- o. If shipping instructions are cancelled for removal of equipment prior to outbound rail transportation, storage charges will be assessed. (See Item 17: Shipping Instruction Changes.)
- p. If equipment tendered with a Quick Bill number arrives at destination before BNSF receives the complete shipping instructions, the storage charges will commence the first 12:01 a.m. after the time the equipment is unloaded (regardless of free time or exceptions stated in this Item). Under this scenario, notification is considered the time equipment is unloaded from the railcar. Free time will not be restarted when BNSF receives complete shipping instructions. The shipper will be notified and is responsible for any applicable storage charges. (See Section 4 k and Item 16: Shipping Instructions for Quick Bill information.)
- q. Storage will apply when there is a shortage of chassis, chassis that have accumulated must be moved, or private equipment is left on the railcars due to a shortage of private chassis. The shipper will be notified and after free time expires, storage charges will apply. When the equipment is left on the railcars, these charges will continue to apply even if BNSF is unable to unload the equipment as soon as private chassis are supplied. Storage charges will accrue from notification until the equipment departs the BNSF facility. (See Item 40: Lift Provisions, Item 41: Furnishing Chassis, and Item 50: On-dock Facilities.)
- r. After sixty (60) days of storage, BNSF will consider the equipment and lading abandoned. The shipper, beneficial owner of the lading, receiver, and the equipment owner will be notified that the equipment and/or lading will be sold at a public or private sale at BNSF's discretion. The proceeds of the sale will defray the sale costs and expenses, storage, detention, or other transportation charges assessed against the equipment and lading, and the balance of such charges will be sought against the shipper or other responsible parties.
- s. After fifteen (15) days of storage, Customs will be notified of bonded shipments that have not cleared Customs. After twenty (20) days of storage, the shipment will be referred to a Customs General Order Warehouse. Any applicable BNSF storage charges will apply for the time the equipment remains at the BNSF facility.
- t. The storage free time calculation or charges are not affected by BNSF moving equipment from one facility, location or lot to another BNSF facility, or moving to a facility, location or lot in the city or surrounding area (such as Alliance, Chicago, Harvard, Kansas City, Los Angeles, Memphis, Portland, San Bernardino, Seattle, St. Louis, or Tacoma).
- u. If BNSF is unable to deliver equipment loaded on railcars as a result of any

condition attributable to the shipper or on-dock operator, storage charges will begin the first 12:01 a.m. after notification and will continue to accrue until delivery at destination is accomplished. No storage free time will be provided while the equipment is awaiting delivery to the destination. (See Item 50: On-dock Facilities, and Item 54: BNSF Drayage Inability.)

- v. At some locations, shippers may have container yards or lots at BNSF facilities. In the event the maximum number of containers exceeds the specified allotted amount, storage charges will apply.
- w. Applicable storage charges are in addition to any detention charges. (See Item 57: Detention Free Time and Charges).
- x. Storage charges will be assessed when a shipment is delayed at the border for Customs documentation, processing, or examination. (See Item 25: Mexico or Canada Service and Item 40: Lift Provisions.)

ITEM 57: DETENTION FREE TIME AND CHARGES

DETENTION APPLICATIONS

For equipment other than NACS, detention rules and charges apply to the amount of time the equipment remains at the customer's facility for loading or unloading when BNSF is responsible for the drayage. This consists of a drayman leaving (dropping) the equipment at a customer's facility to be loaded or unloaded, with the intention of obtaining (pulling) the equipment at a later time. Thus, this is also considered a "drop and pull".

NACS detention covers the street or equipment use time for NACS equipment, while the equipment is in the shipper's control.

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

The shipper will be responsible for detention charges after free time has expired.

1. Detention Application

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

- Rail-controlled equipment (other than NACS)
- Rail-controlled NACS equipment (also covered by the NACS equipment rules)
- Private equipment
- Equipment covered by the UIIA Access Agreement and BNSF Addendum.

2. Detention Notification

- a. When BNSF is responsible for the drop and pull, an appointment time will be arranged to obtain the equipment prior to the expiration of the detention free time.
- b. Notification is not required to inform the shipper or applicable party(ies) of detention free time and charges.

3. Detention Free Time

- a. When BNSF is responsible for the drop and pull, detention free time is the time allowed to drop and pull the equipment.
- b. For all equipment other than NACS, detention free time begins the first 12:01 a.m. following the departure from a BNSF facility.
 - For equipment that departs BNSF as a load and returns to BNSF as a load, free time is five (5) days.
 - For equipment that departs BNSF as an empty and returns to BNSF as a load, free time is three (3) days.
 - For equipment that departs BNSF as a load and returns to BNSF empty, free time is three (3) days.
 - For equipment that departs BNSF as an empty and returns to BNSF as an empty, there are no free (0) days.
- c. For NACS equipment detention free time and charges, see Item 38: North American Container System and Appendix B.

Detention Summary for all equipment (other than NACS)

Departs BNSF	Returns BNSF	Free Days	Charge per Day
Load	Load	5	\$25/\$50
Empty	Load	3	\$25/\$50
Load	Empty	1	\$25/\$50
Empty	Empty	0	\$25/\$50

(See Appendix C.)

4. Detention Charges

- a. For equipment other than NACS, once detention free time expires, the charge is \$25 per piece of equipment per day for the first five (5) days (or fraction thereof). Thereafter (after the first five days), the detention charge is \$50 per piece of equipment per day (or fraction of a day). Any additional drayage charges incurred will be in addition to the detention charges, and other applicable charges. (See Appendix C.)
- b. For NACS equipment detention charges, see Item 38: North American Container System or Appendix B.
- c. Detention charges incurred for equipment detained off BNSF property will be assessed to the shipper or appropriate party(ies).
- d. After equipment detention free time has expired, all days become chargeable, including Saturdays, Sundays, and holidays.
- e. On overweight or non-conforming equipment, detention charges will also be the shipper's responsibility from the time the original equipment is placed at the facility of the party modifying (unloading) the load, until the shipment is re-tendered to BNSF. (See Item 23: Rail Stop-offs, .28: Hazardous Commodities, Item 34: Maximum Equipment Weight and Overweight Handling, and Item 39: Equipment Inspections.)
- f. If the equipment is unloaded and improperly cleaned, BNSF reserves the right to reject the equipment and assess detention charges until the equipment is returned clean. (See Item 30: Shipper Unloading and Cleaning Equipment.)

- g. These charges can be in addition to any applicable storage or driver standby (loading or unloading) charges. (See Item 56: Storage Free Time and Charges, and Item 58: Driver Loading/Unloading Free Time and Charges.)
- h. Detention charges are applicable on rail-controlled equipment until damaged equipment is returned for repair, or until BNSF is notified of lost or stolen equipment. (See Item 66: Equipment Liability and Claims Procedures.)
- i. Detention charges are applicable at origin and/or destination for shipments that are delayed until shipping instructions are completed, corrected, or changed. (See Item 16: Shipping Instructions, and Item 17: Shipping Instructions Changes.)

(See Drayage Items in the Drayage Chapter, Item 56: Storage Free Time and Charges, and Item 58: Driver Loading/Unloading Free Time and Charges.)

ITEM 58: DRIVER (STANDBY) LOADING/UNLOADING FREE TIME AND CHARGES

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

DRIVER STANDBY FREE TIME AND CHARGES

Driver standby free time

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

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

For loading and/or unloading the equipment, 60 minutes (one hour) of driver standby free time is allowed.

Driver standby charges

Once driver standby free time expires, the charges are \$20 for each fifteen (15) minutes (or fraction thereof).

(See Items in the Drayage Chapter and Item 20: Intermodal Service and Service Levels.)

LIABILITY

ITEM 59: SHIPPER RESPONSIBILITIES

SHIPPER REQUIREMENTS

The shipper is responsible and liable for complying with the requirements set forth in this Item, in addition to other Items and charges in this *BNSF Intermodal Rules and Policies Guide*.

1. General Shipper Responsibilities

The shipper is also responsible for the following:

- a. Properly blocking, bracing, equally distributing the weight, and loading the contents in the equipment. BNSF is not responsible for loss or damage to lading and/or equipment caused by the contents shifting. (See Section 2 of this Item.)
- b. The commodity's inherent vice or concealed damage or defects of private equipment. (See Section 3 of this Item.)
- c. Providing equipment that is suitable for the commodity and rail transportation. (See Section 3 of this Item, and the Equipment Chapter.)
- d. Providing seals on doors, hatches, covers, and all openings used for loading and/or unloading when the equipment contains lading. It is the shipper's responsibility to protect the safety and integrity of the lading, including but not limited to, the application of security-type seals to shipments for prevention of unauthorized access to the lading. Presence of a broken seal or missing seal alone does not deem the lading to be contaminated or adulterated. The shipper is responsible for providing documented evidence that each shipment is properly protected with security seals when tendered to BNSF.

BNSF recommends the use of a barrier type of security seal composed of braided steel strands (high tensile strength (non-preformed) steel cable totaling a minimum of one-eighth (1/8") inch (minimum ASTM Grade D standard) in diameter or equivalent bolt seal, which

is manufactured of material such as steel or cable with the intent to delay intrusion and is generally removed with a quality bolt or cable cutter. Contact Resource Protection Solutions for any barrier seal questions at 1-800-832-5452. (See Item 29: Shipper Loading Equipment, and Item 65: Lading Claims and Filing Procedures.)

- e. Must call attention to any evidence of unauthorized entry or damage and record such items on the inspection report before the equipment is removed from the BNSF premises. (See Item 39: Equipment Inspections.)
If damage or unauthorized entry to the equipment, including a missing, defective, or tampered seal, is found at the destination, BNSF Inspection Service Bureau (1-800-333-4686) must be notified immediately and given reasonable time to inspect the equipment while it is still loaded. However, failure of BNSF to inspect the equipment and lading will not be considered a waiver of any defenses BNSF may have to a claim or suit. (See Item 65: Lading Claims and Filing Procedures.)
- f. Replacing or incurring any cost or expense for equipment that is damaged, lost, stolen or destroyed while in the possession of shipper or shipper's agents (in accordance with AAR rules and the depreciation formula in Item 66: Equipment Liability and Claims Procedures).
- g. Responsible for leaks, spills, transloads, and overloads, and all associated expenses, costs or fines resulting from such leaks, spills, transloads and overloads, including but not limited to, equipment loss or damage, property loss or damage, injury, death or any other liability, and attorney fees. (See Items in the Equipment Chapter, and Prohibited, Restricted and Hazardous Chapters.)

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

The shipper will be responsible for storage, detention, and other charges incurred due to a leaking shipment, improper or incomplete shipping instructions, and other Items mentioned throughout this *BNSF Intermodal Rules and Policies Guide*.

In the case of an incident, the shipper will:

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

(See Item 6: BNSF Rejection Rights, Item 8: Laws and Regulations Compliance, and Item 28: Hazardous Commodities.)

2. Shipper Blocking and Bracing

- a. For questions or assistance on blocking and bracing methods, contact a Load and Ride Solutions team member (Damage Prevention) or BNSF Marketing Representative. (See Appendix E for the phone numbers.)

Any required blocking and bracing will be furnished and installed by the shipper, at the shipper's expense, according to the BNSF loading and securement specifications or the Intermodal Loading Guide. The equipment construction must also meet AAR M-930, M-931, or M-943 specifications effective on the shipment date.

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

expenses fines, personal injury or death resulting directly or indirectly from failure to properly block, brace or load the lading.

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

(See Item 31: Shipment Adjustments, and Item 56: Storage Free Time and Charges.)

- c. If a shipment has to be set out of a train for reasons including, but not limited to, equipment failures or commodity related problems, a \$2,000 charge will be assessed to the shipper, plus other applicable charges.

If there is a second occurrence, in which a shipment has to be set out of train for the same shipper, actual shipper, commodity and loading exception, a charge of \$5,000 per occurrence will be assessed, plus other applicable charges.

(See Item 23: Rail Stop-offs, Item 50: On-dock Facilities, and Item 56: Storage Free Time and Charges.)

- d. If a shipment causes a derailment, delay, or other damages to BNSF, all expenses or costs incurred by BNSF will be charged to the shipper.
- e. All hazardous material shipments must be loaded, blocked and braced as specified in Section 49 CFR 174.55 (Code of Federal Regulations pertaining to hazardous materials). (See Item 28: Hazardous Commodities.)

(See Item 60: Shipper General Liability.)

3. Shipper Equipment Inspection

When BNSF provides equipment, the shipper is responsible for inspecting and determining if the equipment is suitable to protect and preserve the lading during transit. If the equipment is not suitable, the shipper is responsible for any additional drayage charges resulting from such rejection. BNSF will not be liable for lading loss or damage, which is caused by defects in the equipment that the shipper's inspection could have discovered prior to loading.

(See Item 6: BNSF Rejection Rights, Item 29: Shipper Loading Equipment, Item 34: Maximum Equipment Weight and Overweight Handling, Item 39: Equipment Inspections, Item 63: BNSF Limited Liability, and Item 64: Undetermined Lading Loss or Damage.)

4. Shipper Provided Insurance and Liability

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

BNSF's limited liability remains at \$250,000 per shipment or \$100,000 for a portable tank container shipment, except for stated released valuations as defined in the National Motor Freight Classification.

The shipper has the option to choose from one of the three (3) liability terms depending on the value or terms required for the shipment:

1. The shipper may select the BNSF limited liability of \$250,000 per shipment or \$100,000 for a portable tank container shipment, except for stated released valuations as defined in the National Motor Freight Classification.

Or, if the shipper requires a higher loss or damage limit, the shipper may choose from one of these two options:

2. The shipper may obtain shipper-supplied insurance.
3. The shipper may obtain coverage under the terms of 49 USC 11706. (See Item 61: 49 USC 11706 Liability Terms.)

BY ACCEPTING THIS TRANSPORTATION OFFER WITHOUT FOLLOWING THE PROCEDURES FOR LIABILITY TERMS SET FORTH IN ITEM 61: 49 USC 11706 LIABILITY TERMS, THE SHIPPER ACKNOWLEDGES THAT IT HAS CHOSEN TO ACCEPT THE PRICE AUTHORITY RATE LEVELS AND TERMS AS DEFINED IN THIS *BNSF INTERMODAL RULES AND POLICIES* GUIDE INCLUDING LIMITED BNSF VALUE AND LIABILITY TERMS AS STATED IN ITEM 63: BNSF LIMITED LIABILITY.

(See Item 55: Private Equipment Drayage Insurance that outlines the required Certificate of Insurance for drayage of private equipment by non-BNSF UIIA Access Agreement holders.)

ITEM 60: SHIPPER GENERAL LIABILITY

The shipper will be liable to BNSF or any third party for property damage, personal injury, or death proximately caused by or resulting from any of the following:

- Failure to comply with any requirement set forth in this *BNSF Intermodal Rules and Policies Guide*, including, but not limited to, equipment specifications and standards.
- A defect in the equipment supplied by shipper.
- Failure of the shipper to load and brace the lading properly and in accordance with the requirements set forth in this *BNSF Intermodal Rules and Policies Guide*, unless caused by the proven sole negligence of BNSF.

IT IS EXPRESSLY INTENDED THAT THE SHIPPER IS TO INDEMNIFY BNSF PURSUANT TO THE FOREGOING; SUCH INDEMNITY SHALL INCLUDE EITHER:

- INDEMNITY FOR THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF BNSF, WHETHER ACTIVE OR PASSIVE, WHERE SUCH BNSF NEGLIGENCE IS A CAUSE (BUT NOT THE SOLE CAUSE) OF THE LOSS OR DAMAGE.
- INDEMNITY FOR STRICT LIABILITY RESULTING FROM VIOLATION OR ALLEGED VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION BY BNSF, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL EMPLOYERS LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, AND THE OCCUPATIONAL HEALTH AND SAFETY ACT.

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

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

The shipper or owner of any equipment (including, but not limited to, a portable tank container or bulk bladder contents) will be responsible for any necessary environmental clean up, except for clean up required resulting from proven gross negligence of BNSF. (See the Equipment Chapter, Item 46: Portable Tank Containers, and Item 47: Bulk Bladder Shipments.)

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

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

(See Item 59: Shipper Responsibilities and Item 66: Equipment Liability and Claims Procedures.)

ITEM 61: 49 USC 11706 LIABILITY TERMS

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

49 USC 11706 REQUIREMENTS

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

1. BNSF must be notified no less than forty-eight (48) hours before the shipment is tendered to BNSF that the shipper chooses 49 USC 11706 liability protection.
2. The shipper has obtained a BNSF special price authority that is no less than 200% of the other wise applicable price authority. The price authority must reference 49 USC 11706 liability terms.
3. The shipping instructions must note that the shipment is moving under the 49 USC 11706 liability terms and is subject to the special price authority.

4. The shipment will be subject to released values contained in the National Motor Freight Classification document.
5. The shipment must be prepaid. Collect shipments are not accepted.

ANY SHIPPER TENDERING A SHIPMENT FOR TRANSPORTATION WITHOUT COMPLYING WITH ALL OF THESE PROCEDURES WILL BE SUBJECT TO THE BNSF LIMITED LIABILITY TERMS AS DEFINED IN ITEM 63: BNSF LIMITED LIABILITY AND ITEM 64: UNDETERMINED LADING LOSS AND DAMAGE.

ITEM 62: FEDERAL EXCISE TAX AND TAX REFUND RESPONSIBILITIES

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

ITEM 63: BNSF LIMITED LIABILITY

LADING LOSS AND LIABILITY APPLICATION

BNSF SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO LADING UNLESS THERE IS PROOF THAT BNSF NEGLIGENCE WAS THE CAUSE OF THE LOSS OR DAMAGE.

In any event, BNSF has a limited liability of \$250,000 per shipment, except for portable tank container shipments that carry a limited liability of \$100,000. BNSF's liability is limited to the released valuation for applicable items listed in the National Motor Freight Classification.

In addition, BNSF will not be liable for loss or damage where BNSF's liability is determined to be \$250 or less.

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

- The shipper may obtain insurance.

- The shipper may obtain coverage under the terms of 49 USC 11706 (see Item 61: 49 USC 11706 Liability Terms).

The liabilities and responsibilities of BNSF and the shipper, as defined in Item 59: Shipper Responsibilities and this Item are independent of the value of the shipment.

(See Item 64: Undetermined Lading Loss or Damage.)

BNSF LIMITED LIABILITY

BNSF is not liable for loss or damage to the lading until it takes actual possession of the equipment, and BNSF's liability ceases when the equipment is tendered to another railroad, on-dock operator, drayman, receiver, or another party. Once storage free time expires, BNSF's liability will only be that of a warehouseman. (See Item 56: Storage Free Time and Charges.) **IN NO EVENT SHALL BNSF BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM DAMAGE TO OR LOSS OF A SHIPMENT.**

1. Loss or Damage

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

- a. The loss or damage is caused by the shipper's action or default, act of God, fire, high wind, flood, earthquake, civil or military authority, war, riot, public enemy action, epidemic, strike or labor disturbance, wreck, derailment, equipment, facilities, mechanical breakdown, any other catastrophic influence, commodity's inherent vice, laws, equipment's design or condition that is not furnished by BNSF, or any occurrence that takes place when BNSF is not in actual possession of the equipment.
- b. The loss or damage is created by acts, omissions or negligence of the shipper or shipper's agents. (See Item 59: Shipper Responsibilities.)
- c. The loss or damage is produced by failure of the shipper or shipper's agents to comply with the Intermodal Loading Guide or BNSF loading or securement specifications. (Contact Load and Ride

Solutions (Damage Prevention) for proper loading specifications, see Appendix E.)

- d. The loss or damage results from a shipment's delay in transportation, unless BNSF, upon the shipper's request, agrees in writing in advance of the shipment to be responsible for such loss or damage. (See Items in the Service Chapter.)
- e. The loss or damage occurs to shipments that originate or terminate at a private siding, station, wharf, dock, pier, port, terminal, or landing, where there is no BNSF Representative. (See Item 50: On-dock Facilities.)
- f. The loss or damage is generated by failure of the shipper or shipper's agents to comply with obligations stated in this *BNSF Intermodal Rules and Policies Guide*.

2. Shortages

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

If a shortage is noted at destination, BNSF must be notified immediately and given a reasonable time to inspect the equipment while it is still loaded. Report shortages to Load and Ride Solutions (Damage Prevention), Inspection Service Bureau, at 1-800-333-4686.

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

(See Item 39: Equipment Inspections, Item 59: Shipper Responsibilities, and Item 64: Undetermined Lading Loss and Damage.)

3. Additional BNSF Liability Limitations

BNSF's liability shall be no greater than the percentage of proven BNSF causal negligence in the event that loss or damage results from the concurrent negligence of BNSF and the shipper, or the concurrent negligence of BNSF and an act of God, fire, high wind, flood, earthquake, civil or military authority, war, riot, public enemy action, epidemic, strike or labor disturbance, wreck, derailment, equipment, facilities, mechanical breakdown, any other catastrophic influence,

commodity's inherent vice, laws, shipper's act or default, equipment's design or condition that is not furnished by BNSF, or any occurrence that takes place when BNSF is not in actual possession of the equipment.

If a shipment moves under the terms of a through intermodal ocean bill of lading with BNSF as a participating rail carrier, the liability of BNSF will be no greater than the liability of the ocean carrier issuing the bill of lading. The number of packages indicated in the "Total Number of Containers or Packages" section of the ocean bill of lading will be the maximum number of packages for calculation of BNSF's liability. If the number of packages cannot be ascertained with certainty from the ocean bill of lading, the number of packages within the equipment will be equivalent to the customary freight count of the goods shipped. (See Item 8: Laws and Regulations Compliance.)

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

(See Item 64: Undetermined Lading Loss or Damage and Item 65: Lading Claims Filing Procedures, which outline the claim filing procedures and time limits for filing a claim.)

ITEM 64: UNDETERMINED (UNLOCATED) LADING LOSS OR DAMAGE

Undetermined or unlocated damage is lading loss and damage where the cause cannot be determined by normal inspection.

BNSF will not reimburse for losses that are the responsibility of other parties or carriers.

Reimbursement for undetermined lading damage that occurred in the transportation cycle will be made only when charges for such undetermined lading damage are included in a special BNSF price authority with reference to this specific Item and are prepaid.

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

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

- Any loss or damage covered by another source.
- Unexplained shortage if the shipment arrives at a BNSF destination with the origin seal intact.
- The commodity's inherent vice.
- Fresh fruits and vegetables.
- Water, temperature, or pressure damage due to improper equipment or faulty private equipment, including damage resulting from the shipper's failure to protect the cargo against environmental temperature, humidity, or pressure changes.
- The loss of market value due to the shipment's delay.
- Consequential damages or loss due to unlocated or undetermined damages.
- Improperly identified and placarded hazardous materials, substances, and wastes, in accordance with state and federal laws. (See Item 28: Hazardous Commodities.)
- War or nuclear perils that cause unlocated or undetermined loss or damage.
- Any loss, damage, or expenses incurred due to the shipment's overloaded conditions.

If damage or shortage is noted at the destination, BNSF must be notified at once and given a reasonable time to inspect the loaded equipment. If repeat damage occurs, the shipper agrees to work in a cooperative effort to reduce such losses. (See Item 39: Equipment Inspections, Item 59: Shipper Responsibilities, Item 63: BNSF Limited Liability, and Item 65: Lading Claims and Filing Procedures.)

In no event shall BNSF be liable for special or consequential damages, loss of use to the equipment's owner, or loss of the value for any equipment lease.

Coverage will not be provided for any loss or damage to lading or equipment with undetermined loss or damage due to an act of God, fire, high wind, flood, earthquake, civil or military authority, war, riot, public enemy action, epidemic, strike or other labor disturbance, wreck, derailment, equipment, facilities, mechanical breakdown, any other catastrophic influence, commodity's inherent vice, laws, shipper's act or default, equipment's design or condition that is not furnished by BNSF, or any occurrence that takes place when BNSF is not in actual possession of the equipment.

All persons involved with a shipment shall, to the fullest extent possible, mitigate loss and damage on an equitable basis. The shipper or

receiver should dispose of any salvage to the best possible advantage and deduct a salvage allowance from the claim, or give a reasonable allowance when lading is retained or withheld from the salvage market.

(The claims process is defined in Item 65: Lading Claims Filing Procedures. Located (determined) damage will be handled in accordance with the other Items in the Liability Chapter.)

ITEM 65: LADING CLAIMS AND FILING PROCEDURES

PAYMENTS BEFORE CLAIMS FILING

Even if filing a lading (freight) claim, all outstanding payments or charges are due according to standard payment terms defined in Item 10: Credit and Collections.

If applicable, any reimbursement of payments will be handled in the claims process outlined in this Item. (Equipment claims are independent of lading claims. See Item 66: Equipment Liability and Claims Procedures.)

FILING CLAIMS TIME LIMIT

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

FILING CLAIMS REQUIREMENTS

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

Only the shipper (the party indicated on the BNSF price authority and paying BNSF for the rail transportation) may initiate and maintain a claim for lading loss and damage or a suit against BNSF. A person who is not party to the price authority with BNSF will have no claim or cause of action against BNSF for loss or damage to lading.

The claim must comply with the minimum filing requirements contained in 49 CFR Section 1005.2 (b).

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

1. Claims Requirements

Include the following with each claim:

- a. A copy of the shipping instructions and other shipping documents.
- b. Documents establishing the responsibility for liability and the amount of monetary loss.
- c. Seal records and loading/unloading records must support shortage claims. Mere presence of a broken seal or missing seal does not deem the lading to be contaminated or adulterated.

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

1. The physical seal must be composed of braided steel strands (high tensile strength (non-preformed) steel cable totaling a minimum of one-eighth (1/8") inch (minimum ASTM Grade D standard) in diameter or equivalent bolt seal.

2. Documentation must be provided that demonstrates the shipment was properly protected with security seals immediately after completion of loading, and when tendered to BNSF.

Documentation must demonstrate date and time of loading, seal number, seal location, and date and time of seal installation by one or more of the following methods:

- Third (neutral) party inspection.
 - Manual log entry signed by the person applying the seal and verified by another person.
 - Video tape that includes the equipment initial and number.
3. BNSF must be notified of any seal exception prior to removal of the equipment from a BNSF facility.

A seal exception includes, but is not limited to, a missing or broken seal, a seal with a different number from the one billed, or where there is an obvious instance of tampering with the seal. (See Item 39: Equipment Inspections.)
 4. BNSF must be notified of actual loss or damage when the shipment is delivered to the final destination and

allowed reasonable time to inspect the vehicle and lading.

- 5. BNSF must be allowed to mitigate the loss or be provided an equivalent allowance of the lading's highest value in a secondary market.

If there is lading contamination, adulteration, or shortage due to a seal exception, and shipper has followed conditions defined in Item 59: Shipper Responsibilities, this Item, and other Items within this *BNSF Intermodal Rules and Policies Guide*, the lading may be rejected by the shipper and provided to BNSF for disposal in a manner deemed appropriate by BNSF. The salvage value obtained by BNSF will be deducted from the lading claim. If BNSF is not allowed to take possession and dispose of the lading in mitigation of the loss, BNSF's liability will be limited to the original value of the shipment less (deducted from) the highest value that the lading has in the secondary market as determined by BNSF.

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

If all seals are intact when tendered to BNSF, regardless of type or kind of seal, and loss, damage or shortage is identified at destination, the damage will be considered due to vandalism, theft or equipment related issues. Thus, claims will be handled under standard loss and damage claim procedures, and will not be applicable to the seal requirements defined in Section 1 c of this Item, if the seals are intact when tendered to BNSF.

- d. Supporting records detailing the nature of the damage or loss. Complete temperature recording documentation is required for temperature-controlled equipment claims.
- e. Examples of documents giving evidence of damage include delivery receipt, inspection report, photographs,

temperature documentation for temperature-controlled shipments, and receiver's receiving record. Photographs must always be provided.

2. Claims Address

Send claims to:
 Director Claims Solutions
 BNSF
 P.O. Box 1738
 Topeka, Kansas 66601-1738
 Phone: 1-800-234-9652
 Fax: 1-785-435-4120

3. Lawsuit Filing Time Limit

Filing a claim as defined in this Item is a prerequisite to filing a lawsuit with BNSF. All loss or damage suits filed against BNSF must be filed within nine (9) months from the date BNSF declines the claim on which the suit is based, or nine (9) months from the receipt of the claim by BNSF, whichever is later.

4. Lawsuit Filing Location

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

(See Item 29: Shipper Loading Equipment, Item 39: Equipment Inspections, Item 59: Shipper Responsibilities, Item 63: BNSF Limited Liability for the minimum claim amount, Item 64: Undetermined Lading Loss or Damage, and equipment claims are defined in Item 66: Equipment Liability and Claims Procedures.)

ITEM 66: EQUIPMENT LIABILITY AND CLAIMS PROCEDURES

EQUIPMENT LIABILITY AND DAMAGE CLAIMS PROCEDURES

Equipment liability and claims procedures are defined for rail-controlled and private equipment. (Lading claims are independent of equipment claims. See Item 65: Lading Claims and Filing Procedures.)

1. Rail-controlled Equipment Liability and Damage Claims

a. Liability and claims

The BNSF UIIA Access Agreement governs the liability and claims of rail-controlled equipment. For questions, please contact a BNSF UIIA Access Agreement holder. (See Item 36: UIIA Trucker Interchange Agreement.)

b. Claims requirements

Report any damaged, stolen, lost or destroyed rail-controlled equipment to the BNSF Equipment Maintenance department at 1-800-446-6554, option 2. The following information must be provided:

- Equipment initial and number
- Date of damage, theft, or destruction
- Name of contact person
- Name of company
- Telephone number
- Fax number
- Email address
- Police report, if available
- Explanation of damage or accident
- Location and condition of equipment
- Repair estimate, if not totally destroyed.

c. Damaged equipment depreciated value

In order to determine if repairs should be made and invoice the responsible party, the equipment owner must provide BNSF the depreciated value for the equipment. The responsible party will pay either the depreciated value or the cost to repair the equipment.

Detention charges are applicable until the equipment is returned for repair or the responsible party requests the depreciated value invoice from BNSF. (See Item 57: Detention Free Time and Charges.)

d. Lost or stolen equipment depreciated value

If rail-controlled equipment is lost or stolen, the equipment owner must provide BNSF the depreciated value for the equipment. The responsible party will pay the associated costs.

Detention charges are applicable until BNSF is notified that the equipment was lost or stolen. (See Item 57: Detention Free Time and Charges.)

e. Time frame for filing claims

Claims for damaged, lost, or stolen rail-controlled equipment must be filed within one (1) year of the date the shipment was tendered and accepted by BNSF.

2. Private Equipment Liability and Damage Claims

a. BNSF liability

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

However, BNSF is not responsible for:

1. Damage to private equipment (such as trailers, containers, or chassis), when the equipment does not comply with AAR M-930, M-931, or M-943 specifications. (Damage is determined by the rules stated in Section F of the AAR Intermodal Interchange Rules.)
2. Damage to private trailers not equipped with lift pads.
3. Any lading or equipment damage resulting from the equipment exceeding the height, length, width or other specifications as defined in Item 32: Equipment Specifications and Standards, and the Equipment Chapter.
4. Normal wear and tear to the equipment or cosmetic damage not affecting the equipment's structural integrity. (See Item 48: Newly Manufactured Equipment.)
5. Inspecting the equipment for failure or defect.
6. Damages arising from loss, damage or consequential loss of the equipment, or use sustained by the shipper. BNSF's acceptance of the equipment does not waive the shipper's liability for complying with

Item 32: Equipment Specifications and Standards.

7. Any fines, costs or expenses, including but not limited to, inspections, clean up, transloading, leaking, surveys, towing, non-damage repair costs, or other associated charges in the determination or movement of equipment for repair.

(See Item 64: Undetermined Lading Loss or Damage.)

b. Shipper liability

The shipper is liable for damages, personal injury, or death resulting directly or indirectly from failure to comply with Item 32: Equipment Specifications and Standards, or defects in private equipment. The shipper will indemnify BNSF from all loss, damage, and costs and expenses of defending claims for loss or damages against BNSF that relate to private equipment.

If a shipper files a private equipment claim for damage and BNSF pays the claim (all or a portion of the claim), such payment will not constitute acceptance of responsibility for lading loss and damage.

(See Item 39: Equipment Inspections, Item 59: Shipper Responsibilities, Item 60: Shipper General Liability, and Item 63: BNSF Limited Liability.)

c. Filing claims time limit

All claims must be filed in writing within forty-five (45) days after the equipment arrives at destination. If BNSF is proven responsible for the damage, BNSF will repair or bear the cost of repair based on provisions of AAR Intermodal Interchange Rules.

d. Claims requirements

All equipment claims require:

1. An interchange inspection report when the equipment is delivered to or received from BNSF.
2. A copy of the actual repair invoice showing labor and material charges.
3. The equipment manufactured date, when repairs exceed \$450.

4. The depreciated value statement when repairs exceed \$1,000.

e. Claims address

Send claims to:

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

f. Private equipment depreciated value

When BNSF is responsible for loss, theft, or destruction to the shipper's equipment, BNSF will pay the depreciated equipment value at the time of occurrence.

The original equipment cost, the month and year the equipment was manufactured, and a copy of the equipment purchase invoice should be included with the claim. (See claims filing time limits and requirements in Sections 2 c and d of this Item.)

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

If the owner requests the salvage to be returned, BNSF may return it, if practical, and a settlement will be based on the depreciated value less the salvage value. The owner assumes all conditioning, loading, and transporting costs and expenses to forward the salvage.

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

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

- The salvage value is \$300 per equipment, plus \$53 per tire, regardless of condition.
- The salvage value is \$500 for temperature-controlled devices, including fuel tanks, regardless of condition.

g. Equipment value cost factor index

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

Trailers			Containers	
Year	Cost Factor	I	Year	Cost Factor
1985	100		-	-
1986	105		-	-
1987	104		-	-
1988	107		1988	100
1989	112		1989	109
1990	108		1990	110
1991	121		1991	118
1992	110		1992	111
1993	108		1993	113
1994	114		1994	114
1995	119		1995	120
1996	116		1996	134
1997	116		1997	117
1998	120		1998	117
1999	131		1999	112
2000	102		2000	112
2001	102		2001	112

(Contact BNSF Intermodal Equipment Maintenance for Years and Cost Factors not listed.)

h. Salvage calculations

To calculate the depreciated salvage value of a damaged, destroyed, lost or stolen equipment:

1. Obtain the original equipment's cost and year built. Multiply by the appropriate Cost Factor (seen in Section g of this Item) for the year prior to the damage.
2. Divide by the Cost Factor for the year the equipment was built.
3. Divide by the life of the equipment, 120, as prescribed by the AAR.
4. Multiply by the number of months, the equipment was in use.
5. Subtract the answer in step 2 from the answer in step 4 to determine the depreciated value.

i. Depreciated value example

To calculate the depreciated value, see the following example for a trailer built in 1989. As a new trailer in 1989, it cost \$13,360. The trailer was destroyed in 1998.

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

j. Depreciated value exceptions

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

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

maximum depreciation limited to 95%
of the reproduction cost.

DEFINITIONS

AAR - Association of American Railroads.

Abandoned - Equipment is considered abandoned after sixty (60) days of storage. BNSF will dispose of the equipment and lading (at the shipper's expense) or sell for salvage. Outstanding charges are responsibility of the shipper. (See the BNSF Drayage Inability and the Storage Free Time and Charges Items.)

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

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

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

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

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

BNSF - This is the abbreviation for BNSF Railway Company.

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

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

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

BOE - Denotes the abbreviation for the Bureau of Explosives.

Bulk Bladder - A "bladder-like" or seal-able liner used to transport the commodity (usually liquid) within the equipment. Bulk bladder is also referred to as flexi-tank shipments due to the commodity being enclosed in a temporary "tank-like" casing.

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

Busted Order - Not obtaining (picking up) equipment that was ordered. This is also considered an Outstanding Order. (See the North American Container System and the Equipment Orders and Outstanding Equipment Orders Items.)

Carriage of Goods at Sea Act - Identifies international packaging and liability limitations. (See the application of this Act in the Laws and Regulations Compliance Item. See limited liability of intermodal ocean bill of lading in the BNSF Limited Liability Item.)

Cash Basis - If the shipper is on a cash basis (paid by cashier's check, certified check, or by wire transfer) payment must be received before or at the time shipment is tendered. Shipments tendered by shippers on a cash basis will be held by BNSF until payment is received. Cash is not accepted at the gate (of an intermodal facility). Checks should be sent to BNSF Accounting Revenue Management, 176 East Fifth Street, St. Paul, MN, 55101. (See the Credit and Collections, and Storage Free Time and Charges Items.)

Certificates of Insurance - See the Insurance definition.

CFR - Code of Federal Regulations.

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

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

Charges - Are referenced throughout this *BNSF Intermodal Rules and Policies Guide*. These are freight charges, accessorial service charges, surcharges, and other applicable charges. Some are stated in the Appendixes. Charges are considered payments due to BNSF and are billed on miscellaneous bills, freight bills, or invoices.

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

COFC - This is an abbreviation for a container on flatcar. It indicates the type of movement for a container without a chassis.

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

Commodity - Contents in the equipment (loaded or empty) described on the shipping instructions and price authority. The actual commodity and

STCC must be stated on the shipping instructions. The commodity corresponds to an associated STCC. Commodity is also referred to as shipment, freight, gross cargo, contents, cargo, lading, article, material, substance, or waste. Blocking and bracing is included in the commodity or lading weight. (See the Shipping Instructions, and Restricted Commodities, or Equipment Items. See the Intermodal Safe Container Act definition.)

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

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

Container Yards - Customer specific facilities or lots located on or near BNSF intermodal facilities. These are maintained under Container Yard Agreements.

Contract Holder - A shipper that has signed a transportation contract (multi-party agreement) and typically has a special or multi-party price authority.

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

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

Customs - Regulatory agencies monitoring and inspecting import and export shipments, or those crossing the United States and Canada or Mexico borders. Some references to Customs are in the Items of Storage Free Time and Charges, Rail Carrier Bond, Mexico or Canada Service, Lift Provisions, and Detention Free Time and Charges.

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

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

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

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

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

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

Detention Charges - See the Detention Free Time and Charges Item. This is also compensation due the equipment owner or leasing party when its equipment is detained beyond an agreed time. (See the Detention and NACS Items.)

Dispute - A shipper contending an erroneous charge was invoiced. If this arises, see the Credit and Collection and the Invoiced Disputes Items.

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

Distressed Load - The condition of the equipment or lading is causing an unsafe condition that prohibits the shipment from be transported further.

Dock - See the on-dock definition.

DOT - An abbreviation for the Department of Transportation.

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

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

Driver Standby - When the drayman is required to wait with the equipment at the actual origin, actual destination, or port terminal facility. (See the Driver Loading/Unloading Free Time and Charges Item.)

Drop and Pull - When a drayman leaves the equipment at a shipper's or receiver's facility (to load or unload) with the intention of obtaining the (loaded or empty) equipment at a later scheduled time. (See the Detention Free Time and Charges Item.)

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

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

Embargo - An embargo is a temporary measure to control shipments that threaten operations and warrant restrictions of such movements. It is an order that prohibits movement of, including but not limited to, specific shippers, commodities, or equipment. Once shippers are notified by BNSF of an embargo, any shipments in question cannot be tendered to BNSF and are prohibited on BNSF until the embargo is lifted. Failure to adhere to the embargo status or advise BNSF of any shipment in BNSF's custody or control can result in the shipper being charged \$50,000 per incident, in addition to all other charges. (See the Embargo Item.)

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

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

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

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

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

Exempt - Not governed by federal regulatory boards.

FAK - Abbreviation for the Freight All Kinds commodity description that indicates a mix or non-specific commodities.

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

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

Fax Guarantees - A faxed letter guaranteeing payment for storage charges to BNSF at the time the equipment is removed from a BNSF facility. It will be accepted only from the shipper or notify party and must be on company letterhead, signed by an authorized representative of the guarantor, and indicate company name, address, phone number, equipment initial and number, and applicable dates for storage charges. Guarantees can also be made via BNSF's secured web application. (See the Storage Free

Time and Charges and Furnishing Chassis Items.)

Flexi-tanks - See the definition for bulk bladder. (See the Bulk Bladder (Flexi-tank) Shipments, and Restricted Commodities or Equipment and Associated Charges Items.)

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

Flying Interchange - This refers to interchanging equipment on the street, also known as a street interchange. (See the North American Container System Item.)

Force Majeure - Acts of God and other conditions when BNSF is excused from any obligation to perform transportation services. (See the Intermodal Service and Service Levels, BNSF Limited Liability, and Undetermined Lading Loss or Damage Items.)

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

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

49 USC 11706 - This coverage provides for full value of a shipment. The rules for such coverage are outlined in the 49 USC 11706 Item. (See the Shipper Responsibilities Item.)

Free Time or Free Days - Amount of time (or days) before charges apply. Different free time (or days) applies for storage and detention. (See the NACS, Storage, Detention, and Driver Loading/Unloading Free Time and Charges Items.)

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

Freight Charges - The price authority rate for movement of the equipment as stated on an invoice or freight bill sent to the shipper for payment. These are considered payments due to BNSF.

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

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

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

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

Hazardous Waste - Commodities listed in 40 CFR Part 261 or classified as hazardous by state regulation because it is toxic, ignitable, reactive, or corrosive and poses a threat to human health or the environment. View the BNSF Waste Products web site for complete information - http://www.bnsf.com/vicc/markets/waste_products/. (See the Hazardous Commodities, and Restricted Commodities or Equipment and Associated Charges Items.)

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

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

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

Canadian national holidays observed: New Year's Day, Good Friday, Memorial Day,

Independence Day, Civic Day, Labor Day, Thanksgiving Day, and Christmas Day.

(See the Storage Free Time and Charges Item.)

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

Immediate Transportation Manifest (IT) - Customs document for international import traffic. (See the Rail Carrier Bond Item.)

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

IMX Facility(ies) - Intermodal Marketing Extension (IMX) facilities are reached by over-the-road transportation to and from a BNSF intermodal rail served hub center. This is also considered an intermodal facility, or facility. (See references in the Equipment Inspections, and the Maximum Equipment Weight and Overweight Handling Items.)

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

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

Insurance - Different types of insurance are required for coiled metal, hazardous commodities, UIIA agreements, private drayage, and 49 USC shipments. (See the Items for Restricted Commodities, Hazardous Commodities, UIIA Trucker Interchange Agreement, Private Equipment Drayage, Shipper Responsibilities, and 49 USC.)

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

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

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

Intermodal - Transportation of commodities in equipment moving in intermodal service. See the Equipment definition. See Items throughout this *BNSF Intermodal Rules and Policies Guide*.

Intermodal/Automotive Service Support Center - BNSF Accounting group to handle some shipping instructions changes.

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

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

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

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

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

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

International - Shipments with an immediate prior or subsequent water move or when the shipper has proof of importation/exportation to or from the territories of the United States, Alaska, Hawaii, or foreign countries. International rates do not apply to shipments moving between the Continental United States, Mexico, Canada, or Alaska (unless an immediate prior or subsequent water move occurs). International or domestic is indicated in the service codes and price authorities. (See the Intermodal Service Codes and Price Authorities Items. Also, see the Laws and Regulations Compliance Item.)

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

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

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

Lading - See the Commodity description.

Letter of Agreement - A letter for coiled metal or bulk agricultural shipments that must be signed by the shipper and filed with BNSF before BNSF will accept these shipments. (See the Restricted Commodities or Equipment and Associated Charges Item.)

Lifts - Lifting (loading) the equipment on or off a railcar. Lifts include, but are not limited to, lifting equipment from the ground to a chassis, from one chassis to another chassis, from the chassis to the ground, from the ground to railcar, or from a railcar at any location other than the origin or destination hub. This is also considered flips.

Lifts can be “live” (as requested by the driver) or at certain locations lifts to a chassis must be requested in advance (prior to the driver arriving at the gate), such as pre-mount. (See the Lift Provisions and Furnishing Chassis Items.)

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

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

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

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

Maximum Gross Weight - The maximum gross weight allowed on BNSF is 65,000 pounds, which includes the equipment, chassis, other equipment, and gross cargo weight. (See the Maximum Equipment Weight and Overweight Handling Item.)

NACS - The abbreviation for the North American Container System (NACS), which is a program that allows specially marked (NACS) containers to move among participating railroads. This is the variable or street time equipment expense, which is not included in the line haul transportation (freight) rate. The shipper pays an equipment use charge. (See the North American Container System Item.)

Non-contract Holder - Shipper with access to public price authorities (and rates), who has not signed a multi-party transportation agreement. A transportation contract must be signed to use public or private price authorities. (See the Price Authorities Application Item.)

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

Notification - BNSF advises the notify party that the equipment is available for pick up, delivery,

loading, unloading, or there is problem with the shipment. At destination, notification occurs when shipment is available (availability) and will continue until shipment is picked up. BNSF is not responsible for notification failures. (See the Storage Free Time and Charges Item.)

Notify Party - Person or party identified on the shipping instructions to be notified when the shipment is available or has a problem (typically the shipper, receiver, beneficial owner, drayman, or their agents, employees, or contractors). Generally, notification will be to the shipper for origin items (or problems), and to the specified notify party for destination items. For rail-controlled equipment, the notify party must be the shipper or a valid BNSF UIIA contract holder. The notify party is required to maintain facsimile communication capabilities twenty-four (24) hours per day, seven (7) days per week for notification purposes, if notification is not accessed by electronic methods. (See the Shipping Instructions Changes, UIIA Trucker Interchange, and Storage Free Time and Charges Items.)

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

On-dock - This is the loading or unloading of international equipment to or from steamships (vessels) and railcars at a pier, dock, port, terminal, or private facility. Some references to on-dock are in the Restricted Commodities or Equipment and Associated Charges Item (coiled metal cannot be received from on-dock locations), in the Miscellaneous Equipment Item (on-dock operators are responsible for IBCs (inter-box connectors)), the On-dock Facilities Item, the BNSF International Private Drayage Item, and the BNSF Limited Liability Item.

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

Outstanding Order - Equipment that has been ordered, but has not been obtained (picked up). This is also considered a busted order. (See the Equipment Orders and Outstanding Order Item and the North American Container System.)

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

Party or Person - Includes, but is not limited to, individuals, sole proprietors, partnerships, corporations, associations, cooperatives, trusts, and other entities.

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

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

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

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

Price Authority - Is a document (such as FAKs, special quotations, or multi-party agreements) that states the rate (price) for movement of an intermodal shipment. (See the Price Authorities Application Item.) To use a public or private intermodal price authority, a BNSF transportation contract must be signed.

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

Private Equipment - All equipment that is not considered railroad-owned or railroad-leased, which the railroad has no per diem responsibility. Private equipment is considered shipper or private-owned, private-controlled, or private-leased equipment, which includes steamship equipment. For purposes of service codes and rates, private equipment is distinguished separately from steamship equipment.

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

Prohibited Commodities - Commodities that cannot be shipped on BNSF. (See the Prohibited Commodities or Equipment and Associated Charges Item.)

Public Price Authority - Price Authority that can be used by any intermodal shipper. It is shown on the Intermodal Public Rate Retrieval web site http://www.bnsf.com/bnsf_was5/iprr/IPRRController. See conditions to use public authorities on the web site.

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

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

Rail-Controlled Equipment - Equipment owned or leased by a railroad, or equipment for which a railroad has per diem responsibility. This includes private international containers moving under the BNSF ISO container program. NACS equipment is rail-controlled, but also has some special rules

and regulations. (See the North American Container System (NACS) Item.)

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

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

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

Restricted Commodities - Commodities requiring a special price authority for the specific restricted commodity. All shipping instructions must declare the actual restricted commodity description (proper shipping name) and actual applicable STCC. FAK description and FAK STCC are not valid. Other associated conditions and terms are stated in the Restricted Commodities or Equipment Item.

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

Rule 11 price authorities allow shipments to be interchanged to another railroad. Shipping instructions should only be sent to the origin carrier. Rule 11 must be indicated on the original shipping instructions (bill of lading) along with each price authority for the rail carriers involved in the movement.

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

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

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

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

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

Service Code - This required two-digit number on the shipping instructions indicates the equipment ownership (rail-controlled, steamship, or private) and type of movement (if it originates or delivers to the hub or if drayage is included). The service code indicated on the shipping instructions must match what is stated on the price authority. (See the Intermodal Service Codes Item.)

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

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

Service Schedules - Are stated on the BNSF Service Schedules web site or in the schedules publication. Schedules show the offered cutoff, availability, equipment, and service level for transportation between specific BNSF origin and destination locations.

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

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

Shipper - Person, party, or legal entity shipping the equipment from origin and including shipper's

agents, employees and independent contractors acting on behalf of the shipper, receiver and beneficial owner; usually the person sending the shipment instructions. This is also referred to as the consignor. For portable tank containers, the shipper is also considered the equipment owner.

Shipping Instructions - An intermodal bill of lading sent via EDI or BNSF's Internet Shipping Instructions web site from the shipper that must be tendered with each shipment. (See the Shipping Instructions Item.)

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

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

Stop-offs - Rail stop-offs (intermediate stops) are not permitted on intermodal shipments. (See the Rail Stop-offs Item.)

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

Street Interchange - Refers to interchanging equipment on the street, also known as a flying interchange. (See the North American Container System Item.)

Surcharges - All transportation services and shipments will be subject to any surcharge implemented by BNSF or imposed on BNSF, regardless of price authority, contract, or agreement (including all multi-party agreements, transportation contracts, and other agreements).. (See the Fuel Surcharge and Other Surcharges, and the Special Assessments Items.)

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

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

TOFC - This is an abbreviation for "trailer on a flatcar" and indicates the type of movement such as trailer or a container with chassis moving on a flatcar.

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

Transportation and Exportation (T&E) - Customs documentation. (See the Mexico or Canada Service, and Rail Carrier Bond Items.)

Transportation Contract - A transportation contract (complete offer) is created each time BNSF receives a shipment according to the offer contained in the *BNSF Intermodal Rules and Policies Guide* and relevant price authority. (See the Complete Offer Item.) In addition, a transportation contract or agreement must be signed to use public or private price authorities. A transportation contract is also a multi-party arrangement. (See the Price Authorities Application Item.)

Trucker Interchange - A contract between BNSF and a drayman allowing for the removal of rail-controlled equipment from a BNSF facility for a shipment delivery or pickup. (See the UIIA Trucker Interchange Agreement Item.)

UFC - This is an abbreviation for Uniform Freight Classification that classifies freight by category. (See the Hazardous commodities in the Restricted Commodities or Equipment and Associated Charges Item.)

UIIA - This is the abbreviation for the Uniform Intermodal Interchange Agreement. (See the UIIA Trucker Interchange Agreement Item.)

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

UN/NA - A number designator for hazardous materials. This must be included on the shipping instructions for a hazardous shipment. (See the Shipping Instructions and the Hazardous Commodities Items.)

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

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

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

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

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APPENDIX A: STORAGE FREE TIME AND CHARGES
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GROUP 3 - STORAGE TABLE

Equipment Storage Free Time and Charges below are applicable on all shipments (private and rail-controlled (including NACS) equipment) at BNSF Group 3 Intermodal Facilities.

These are for reference and are not comprehensive. For additional Storage details, see Item 56: Storage Free Time and Charges.

Rail-controlled and Private Equipment**All Service Levels (E, P, V, Y):**

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED
N	F	F	\$100	\$100	\$100	\$100	\$100	\$100	\$100
	N	F	F	\$100	\$100	\$100	\$100	\$100	\$100
		N	F	F	\$100	\$100	\$100	\$100	\$100
			N	F	F	\$100	\$100	\$100	\$100
				N	F	F	\$100	\$100	\$100
					N	F	F	\$100	\$100
						N	F	F	\$100

Notations for Group 3 Storage:

N = Notification. If notification occurs after 5 p.m., the day of notification is the following day.

F = Free time. This is the day of notification, plus 48 hours for all equipment.

\$100 = Storage charge per day, after free time has expired.

Group 3 BNSF Intermodal Facilities

Albuquerque, NM	Dilworth, MN	Omaha, NE
Amarillo, TX	El Paso, TX	Phoenix, AZ
Billings, MT	Fresno, CA	Portland, OR
Birmingham, AL	Harvard, AR	Richmond, CA
Chicago (Corwith), IL	Houston, TX (expires 4/30/06)	South Seattle, WA
Chicago (Willow Springs), IL	Logistics Park Chicago, IL	Spokane, WA
Denver, CO	New Orleans, LA	St. Louis, MO (expires 4/30/06)

GROUP 2 - STORAGE TABLE

Equipment Storage Free Time and Charges below are applicable on all shipments (private and rail-controlled (including NACS) equipment) at BNSF Group 2 Intermodal Facilities.

These are for reference and are not comprehensive. For additional Storage details, see Item 56: Storage Free Time and Charges.

Rail-controlled and Private Equipment

All Service Levels (E, P, V, Y):

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED
N	F	F	\$150	\$150	\$150	\$150	\$150	\$150	\$150
	N	F	F	\$150	\$150	\$150	\$150	\$150	\$150
		N	F	F	\$150	\$150	\$150	\$150	\$150
			N	F	F	\$150	\$150	\$150	\$150
				N	F	F	\$150	\$150	\$150
					N	F	F	\$150	\$150
						N	F	F	\$150

Notations for Group 2 Storage:

N = Notification. If notification occurs after 5 p.m., the day of notification is the following day.

F = Free time. This is the day of notification, plus 48 hours for all equipment.

\$150 = Storage charge per day, after free time has expired.

Group 2 BNSF Intermodal Facilities

Alliance, TX
Atlanta, GA (effective 1/22/07)
Chicago (Cicero), IL
Houston, TX (effective 5/1/06)
Kansas City, KS (expires 4/30/06)
Kansas City, MO facility closed
Memphis, TN (expires 4/30/06)
St. Louis, MO (effective 5/1/06)

GROUP 1 - STORAGE TABLE

Equipment Storage Free Time and Charges below are applicable on all shipments (private and rail-controlled (including NACS) equipment) at BNSF Group 1 Intermodal Facilities.

These are for reference and are not comprehensive. For additional Storage details, see Item 56: Storage Free Time and Charges.

Rail-controlled and Private Equipment

All Service Levels (E, P, V, Y):

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE
N	F	\$150	\$150	\$150	\$150	\$150	\$150	\$150
	N	F	\$150	\$150	\$150	\$150	\$150	\$150
		N	F	\$150	\$150	\$150	\$150	\$150
			N	F	\$150	\$150	\$150	\$150
				N	F	\$150	\$150	\$150
				N	A^	F	\$150*	\$150
				N	X^	A^	F	\$150
				N	X^	F	A^	\$150
					N	A^	F	\$150
					N	F	\$150*	\$150
						N	F	\$150

Notations for Group 1 Storage:

N = Notification. If notification occurs after 5 p.m., the day of notification is the following day.

F = Free time. This is the day of notification, plus 24 hours for all equipment.

\$150 = Storage charge per day, after free time has expired.

* = \$50 Storage charge when Monday is the first chargeable storage day and the shipment departs (out-gates) prior to 6:00 a.m. local time on that Monday morning.

^Early Arrival Exception = Early arrival shipment at Group 1 facilities receive additional free time if the early arrival would result in a chargeable weekend day.

A^ = Scheduled Availability day is free for an early arrival shipment that would result in the chargeable weekend day.

X^ = Excluded from calculation of free time for an early arrival shipment that would result in a chargeable weekend day.

Group 1 BNSF Intermodal Facilities

Kansas City, KS (effective 5/1/06)	Memphis, TN (effective 5/1/06)	
Los Angeles, CA	San Bernardino, CA	St. Paul, MN
Oakland International Gateway, CA	Seattle (International Gateway (SIG)), WA	Stockton, CA

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APPENDIX B: NACS DETENTION FREE TIME AND CHARGES

NACS EQUIPMENT DETENTION TABLES

NACS RETURNED LOADED

Detention Free Time and Charges tables below are applicable when NACS equipment departs (out-gates) a BNSF facility and then returns (in-gates) to BNSF as a loaded shipment. These are for reference and are not comprehensive. For complete details, see Item 38: North America Container System.

Summary

Departs BNSF	Returns BNSF	Free Days	Charge per Day
Load (same shipper)	Load	6	\$25
Load (street interchanged per shipper)	Load	3 each	\$25 (not shown in a table)
Empty	Load	3	\$25

Load Out / Load In (same shipper)

NACS equipment departs and returns Loaded to BNSF (6 Free Days):

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
OG	F	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
	OG	F	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
		OG	F	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
			OG	F	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
				OG	F	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
					OG	F	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25
						OG	F	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25

Empty Out / Load In

NACS equipment departs Empty and returns Loaded to BNSF (3 Free Days):

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
	OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
		OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
			OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
				OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
					OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
						OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25

NACS Detention Equipment:

OG = Out-gate. NACS equipment departs the BNSF facility.
 F = Free time. Days excluded from the NACS detention charge.
 \$25 = Detention charge per day, after free time has expired.

NACS EQUIPMENT DETENTION TABLES

NACS RETURNED EMPTY

Detention Free Time and Charges tables below are applicable on NACS equipment that departs (out-gates) a BNSF facility and returns (in-gates) to BNSF as an empty shipment. These are for reference and are not comprehensive. For complete details, see Item 38: North America Container System.

Summary

Departs BNSF	Returns BNSF	Free Days	Charge per Day
Load	Empty	1	\$25/\$50
Empty	Empty	0	\$25/\$50

Load Out / Empty In

NACS equipment departs Loaded and returns Empty to BNSF (1 Free Day):

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
OG	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50
	OG	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50
		OG	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50
			OG	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50
				OG	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50
					OG	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50
						OG	F	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50

Empty Out / Empty In

NACS equipment departs and returns Empty to BNSF (0 Free Days). Charges start at out-gate (OG):

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50
			\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50
				\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50
					\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50
						\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50

NACS Detention Equipment:

OG = Out-gate. NACS equipment departs the BNSF facility.

F = Free time. Days excluded from the NACS detention charge.

\$25 / \$50 = After free time has expired, the detention charge is \$25 per day for first chargeable days (1-10) and \$50 per day thereafter.

APPENDIX C: EQUIPMENT DETENTION FREE TIME AND CHARGES

EQUIPMENT (OTHER THAN NACS) DETENTION TABLES

RETURNED LOADED

Detention Free Time and Charges tables below are applicable on all equipment (other than NACS) that departs (out-gates) a BNSF facility and then returns (in-gates) to BNSF as a loaded shipment. These are for reference and are not comprehensive. For complete details, see Item 57: Detention Free Time and Charges.

Summary

Departs BNSF	Returns BNSF	Free Days	Charge per Day
Load	Load	5	\$25/\$50
Empty	Load	3	\$25/\$50

Load Out / Load In

Equipment (other than NACS) departs and returns Loaded to BNSF (5 Free Days):

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU
OG	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50
	OG	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50
		OG	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50
			OG	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50
				OG	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50
					OG	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50
						OG	F	F	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50

Empty Out / Load In

Equipment (other than NACS) departs and returns Loaded to BNSF (3 Free Days):

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU
OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
	OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
		OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50
			OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50
				OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50
					OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50
						OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50

Detention Equipment (other than NACS):

OG = Out-gate. Equipment (excluding NACS) departs the BNSF facility.

F = Free time. Days excluded from the detention charge.

\$25 / \$50 = After free time has expired, the detention charge is \$25 per day for first chargeable days (1-5) and \$50 thereafter.

EQUIPMENT (OTHER THAN NACS) DETENTION TABLES**RETURNED EMPTY**

Detention Free Time and Charges tables below are applicable on all equipment (other than NACS) that departs (out-gates) BNSF and then returns (in-gates) to BNSF as an empty shipment. These are for reference and are not comprehensive. For complete details, see Item 57: Detention Free Time and Charges.

Summary

Departs BNSF	Returns BNSF	Free Days	Charge per Day
Load	Empty	3	\$25/\$50
Empty	Empty	0	\$25/\$50

Load Out / Empty In

Equipment (other than NACS) departs Loaded and returns Empty to BNSF (3 Free Days):

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
	OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
		OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
			OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50
				OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50
					OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50
						OG	F	F	F	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50

Empty Out / Empty In

Equipment (other than NACS) departs and returns Empty to BNSF (0 Free Days). Charges start at out-gate (OG):

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
	\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
		\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
			\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
				\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
					\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
						\$25	\$25	\$25	\$25	\$25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50

Detention Equipment (other than NACS):

OG = Out-gate. Equipment (excluding NACS) departs the BNSF facility.

F = Free time. Days excluded from the detention charge.

\$25/ \$50 = After free time has expired, the detention charge is \$25 per day for first chargeable days (1-5) and \$50 thereafter.

APPENDIX D: CHARGES AND AMOUNTS

CHARGES AND AMOUNTS

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

ITEMS	CHARGES
GENERAL RULES	
Item 4: Price Authorities Application - stated on shipping instructions Rule 11 - not indicated and no interline FAK	as applicable \$500 + FAK rate
Item 8: Laws and Regulations Compliance - charges	as applicable
CREDIT AND COLLECTIONS	
Item 10: Credit and Collections - freight, accessorial, finance, surcharge, other	as applicable
Item 11: Invoice Disputes - finance charges on non-disputed charges	as applicable
Item 12: Fuel Surcharge and Other Surcharges Fuel Surcharge Hazardous Surcharge Peak Season Surcharge Other Surcharges	as applicable as applicable \$80 per hazardous shipment as applicable as applicable
Item 13: Accessorial Services and Charges	as applicable
Item 14: Special Assessments - costs, fees, taxes, tolls and special charges	as applicable
SHIPPING INSTRUCTIONS	
Item 17: Shipping Instructions Changes Any change after equipment in-gates Removal of equipment prior to outbound movement Destination change after equipment is loaded on railcar Incorrect information causes BNSF to make corrections	as applicable \$50 per shipment \$200 per shipment \$500 per shipment \$50 per shipment
Item 18: Shipment Misdescription - a misdescribed shipment Non-Restricted commodities Restricted Commodities (excluding hazardous) Hazardous Commodities	as applicable \$500 per shipment \$2000 per shipment \$5000 per shipment
Item 19: Rail Carrier Bond Use IT or paper T&E bond Missing IT or TE information on shipping instructions Inappropriate use of rail bond	as applicable \$200 per shipment \$200 per shipment \$10,000 per shipment
SERVICE	
Item 23: Rail Stop-offs - if equipment must be set out of a train	\$2,000 per shipment
Item 24: Embargo	\$50,000 per shipment
Item 25: Mexico or Canada Service - duties, taxes, lifts, storage, drayage Missing or incomplete documentation	as applicable \$100 per shipment
PROHIBITED, RESTRICTED, AND HAZARDOUS	
Item 26: Prohibited Commodities or Equipment and Associated Charges	\$10,000 per shipment
Item 27: Restricted Commodities or Equipment and Associated Charges Coiled Metal shipment - not compliant Coiled Metal shipper supplied minimum insurance	\$5,000 per shipment \$10,000 per shipment \$5,000,000 coverage

Item 28: Hazardous Commodities - charges, non-compliance, incident Clean up, loss, or damage of property or equipment	as applicable costs + 50%, \$500 minimum
EQUIPMENT	
Item 30: Shipper Unloading and Cleaning Equipment - charge	costs + 25%, \$250 minimum
Item 33: Oversized Shipments - adjustments and associated expenses	as applicable
Item 34: Maximum Equipment Weight - tender overweight	\$500 per shipment + costs
Item 36: UIIA Agreement Insurance required for general liability and automobile Insurance required for trailer interchange Insurance required for cargo (lading)	shipper's expense \$1,000,000 coverage \$20,000 coverage \$100,000 coverage
Item 37: Outstanding Equipment Orders - equipment ordered, not picked up	\$15 per <u>container</u> equipment ordered <u>\$500 per trailer ordered</u>
Item 38: NACS - charges Detention charges - if departed and returned as a load or empty Interchanged NACS equipment to non-NACS members Empty equipment departed and loaded to another railroad Empty equipment departed and returned empty Equipment ordered, but not picked up	as applicable \$25 or \$50 per day \$350 per shipment \$350 per shipment \$350 per shipment \$15 per equipment ordered
Item 39: Equipment Inspections Inspection on BNSF property - shipper requested Inspection off property - if improperly loaded, blocked, or braced Inspection form copies	\$150 per shipment \$200 per shipment as applicable
Item 40: Lift Provisions - additional lifts Private equipment left on railcar due to no chassis	\$50 per lift \$100 per day + storage charges
Item 41: Furnishing Chassis Pick up and delivery at Oakland, Portland, Seattle, S. Seattle, or Tacoma International interchange on non-BNSF chassis Chassis reposition Pre-mount chassis requested and fails to depart facility	\$75 per shipment \$165 per shipment + cross- town drayage drayage + storage as applicable
Item 43: Bundled Equipment - remove or adjust non-compliant equipment	as applicable
Item 45: Temperature-Controlled Equipment - inspection and supplies	as applicable
Item 46: Portable Tank Containers - incidents	costs + 50%, \$500 minimum
Item 47: Bulk Bladder Shipments - incidents	costs + 50%, \$500 minimum
Item 50: On-dock Facilities - incorrect loading, non-compliance, incidents	as applicable
DRAYAGE	
Item 52: Cancel Dispatched BNSF Drayage - after in transit	\$75 + drayage charges
Item 54: BNSF Drayage Inability - delivery cancellation or attempts	\$75 per attempt + drayage + storage
Item 55: Private Equipment Drayage Insurance Minimum insurance per each occurrence Minimum insurance for aggregate limit Minimum insurance for automobile Minimum employer's liability per accident, disease and employee	shipper's expense \$1,000,000 coverage \$2,000,000 coverage \$1,000,000 coverage \$500,000 coverage
STORAGE, DETENTION AND DRIVER CHARGES	
Item 56: Storage Charges Group 1 Facilities Group 2 Facilities Group 3 Facilities	as applicable \$150 per day after 24 hours \$150 per day after 48 hours \$100 per day after 48 hours

CHARGES AND AMOUNTS

Group 1, first Monday, if departs facility by 6:00 am	\$50 for Monday
Item 57: Detention Charges Non-NACS drop and pull and other	as applicable \$25 day 1-5, \$50 per day thereafter + drayage
Item 58: Driver Loading/Unloading Free Time and Charges Driver standby - after free time	\$20 each 15 minutes
LIABILITY	
Item 59: Shipper Responsibilities - incident, noncompliance, derailment Costs to clean up leaks, spills, transloads, and overloads Improperly blocked, braced, or loaded shipment Set out of train Second occurrence - set out same shipper and actual shipper	as applicable costs + 50% handling charge, minimum \$500 \$500 per shipment + other costs \$2,000 per shipment \$5,000 per shipment
Item 60: Shipper General Liability - loss and damages	as applicable
Item 61: 49 USC 11706 Liability Terms	minimum 200% of applicable rate
Item 63: BNSF Limited Liability - unless value in National Motor Freight BNSF not liable for damage (less than)	\$250,000 per equipment, \$100,000 per tank container, or release value \$250 per equipment
Item 64: Undetermined Lading Loss or Damage	\$10,000 maximum
Item 66: Equipment Liability and Claims - repair, salvage, costs Manufactured date, when claims exceed Depreciated value, when repairs exceed Salvage value per equipment and per tire Salvage value per temperature-controlled devices Depreciated value	as applicable \$450 per shipment \$1,000 per shipment \$300 per shipment + \$53 tire \$500 per device see formula

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APPENDIX E: CONTACTS AND PHONE NUMBERS

(Due to BNSF toll-free number consolidations in July 2006, options changed.)

PRIMARY PHONE NUMBER 1-888-428-2673
(1-888-IBU-BNSF)

The primary phone number to reach BNSF Intermodal and related areas is **1-888-428-2673**.
Phone numbers mentioned in this *BNSF Intermodal Rules and Policies Guide* are listed on the next page.

BNSF Intermodal Marketing: 1-888-IBU-BNSF (1-888-428-2673)

(See http://www.bnsf.com/business/iabu/html/contact_information.html.)

Select from the following options:

- 1 **Shipment Tracing Equipment Tracing**
- 2 **Customer Support Release and Order In (not applicable to Intermodal)**
Enter Personal Identification Number (PIN)
Instructions for a PIN are at the end of the recording or press 0 to speak with a PIN Specialist
- 3 **Marketing Shipping Instructions**
 - 1 New Customers BNSF.com and EDI support
 - 2 Intermodal Marketing Companies Submit or change shipping instructions
 - 3 UPS and LTL Invoices
 - 4 Truckload and Refrigerated Rate information
 - 5 International
 - 6 Consumer Products Accounts Sales
- 4 **Customer Equipment Orders Other Customer Support**
 - 1 BNSF.com and EDI pattern support
 - 2 Intermodal Equipment Reservations and Marketing
 - 1 Intermodal equipment
 - 2 Marketing Representative
 - 1 New Customers
 - 2 IMC
 - 3 LTL and Parcel
 - 4 Truckload
 - 5 International
 - 6 National Accounts
 - 7 Perishables
 - 8 Automotive
 - 3 Customer Support
- 5 **Billing and Storage**
 - 1 Shipping Instructions Changes Prior To In-Gate and Shipping Instructions Receipt Verification
 - 2 Shipping Instructions Changes After In-Gate
 - 3 Storage
 - 4 Detention
 - 5 Accounts Receivable
- 6 **Service Interruptions Hot Line**
- 7 **Load and Ride Solutions (LARS) (formerly known as Damage Prevention Services)**
- 9 **New Customers**

ADDITIONAL CONTACTS AND PHONE NUMBERS

Contacts and phone numbers stated throughout this *BNSF Intermodal Rules and Policies Guide*.

FUNCTION, AREA, OR DEPARTMENT	PHONE AND/OR FAX
Accounts Receivables	1-888-428-2673, option 5, 5
Billing and Storage	1-888-428-2673 option 5
Shipping Instructions Changes Prior To In-Gate	1-888-428-2673 option 5, 1
Shipping Instructions Receipt Verification	1-888-428-2673 option 5, 1
Shipping Instructions Changes After In-Gate	1-888-428-2673 option 5, 2
Storage	1-888-428-2673 option 5, 3
Detention	1-888-428-2673 option 5, 4
Accounts Receivable	1-888-428-2673 option 5, 5
Barrier Seals (Resource Protection Services)	1-800-832-5452
Chassis Registration for private chassis	1-817-352-7198 fax
Claims Solutions for freight or lading claims	1-800-234-9652 phone 1-785-435-4120 fax
Coiled Metal Certification must be faxed to Load and Ride Solutions	1-785-435-2790 fax
Credit department http://www.bnsf.com/business/html/credit_application.html	1-817-352-4194 phone 1-817-352-7665 fax
Customer Support Representatives	1-888-428-2673, option 2
Damage Prevention also known as Load and Ride Solutions (LARS) http://www.bnsf.com/resourceprotection/html/damage_prevention_.html	1-800-333-4686 or 1-888-428-2673, option 7
Detention	1-888-428-2673, option 5, 4
Drayage Cancellation of BNSF drayage (BNSF Highway Services Center)	1-800-446-6554, option 5
Drayage UIIA Companies	1-877-438-8442
Driver Assist (BNSF Highway Services Center)	1-800-446-6554, option 5
Equipment Cancellation	1-800-596-8372
Equipment Orders of rail-controlled equipment (NACS Service Center) http://www.nacsfirst.com	1-800-596-8372 or 1-888-428-2673
Equipment report damaged, stolen, or destroyed rail-controlled equipment	1-800-446-6554, option 2, 2 1-800-259-4253 fax
Equipment Maintenance	1-800-446-6554, option 2
Equipment Shortages or Seals Missing Inspection Service Bureau	1-800-333-4686
Equipment Specifications (Hub Operations)	1-817-867-6122
Fax (storage) Guarantee to the Storage department	1-800-234-5079 fax
Freight (lading) Claims	1-800-234-9652 phone 1-785-435-4120 fax
Hazardous Materials Group to receive tank container exemptions	1-817-740-7358 phone 1-817-740-7250 fax
Hub Operations for equipment specifications or obtain a hub manual	1-817-867-6122
Interactive Voice Response (IVR)	1-888-428-2673, option 1
Intermodal Association of North America for a UIIA agreement http://www.uiia.org/	1-301-474-8700
Inspection Service Bureau (damaged equipment, unauthorized entry) http://www.bnsf.com/resourceprotection/html/damage_prevention_.html	1-800-333-4686
Load and Ride Solutions (LARS, formerly known as Damage Prevention, or Inspection Service Bureau) http://www.bnsf.com/resourceprotection/html/damage_prevention_.html	1-800-333-4686 or 1-800-428-2673, option 7
Marketing	1-888-428-2673, option 3
New Customers	4, 2
Intermodal Marketing Companies	1-888-428-2673, option 3, 1
UPS and LTL	1-888-428-2673, option 3, 2

CONTACTS AND PHONE NUMBERS

Truckload and Refrigerated International Consumer Products Accounts Sales	1-888-428-2673, option 3 , 3 1-888-428-2673, option 3 , 4 1-888-428-2673, option 3 , 5 1-888-428-2673, option 3 , 6
NACS Equipment Cancellation	1-800-596-8372
NACS Service Center http://www.nacsfirst.com	1-800-596-8372
NACS Street Interchange fax interchange form to nacsfirst	1-215-654-5735 fax
New Customers	1-888-428-2673, option 9
Notify Party Changes after unloaded from a railcar	1-800-446-6554, option 4
Notification (storage) Refusals to the Notification Desk	1-800-699-9368 fax
On-dock Facilities to receive a Hub Operations Manual	1-817-867-6122
Pre-mount Guarantee or Copy of the Check faxed to Storage department	1-800-234-5079 fax
Private Chassis Registration	1-817-352-7198 fax
Rail-controlled Equipment Orders (NACS Service Center) http://www.nacsfirst.com	1-800-596-8372
Rail-controlled Equipment report damaged, stolen, or destroyed	1-800-446-6554, option 2, 2
Revenue PreRate and Waybilling department	1-800-786-2873
Resource Protection Solutions for barrier seal questions http://www.bnsf.com/resourceprotection/	1-800-832-5452
Service Interruption Hot Line	1-888-428-2673, option 6
Shipping Instructions Changes Prior To In-Gate	1-888-428-2673, option 5, 1
Shipping Instructions Changes After In-Gate	1-888-428-2673, option 5, 2
Shipping Instructions Change to Notify Party after unloaded from a railcar (Highway Services Center)	1-800-446-6554, option 4
Shipping Instructions Receipt Verification	1-888-428-2673, option 5, 1
Street Interchange for NACS	1-215-654-5735 fax
Storage	1-888-428-2673, option 5, 4
Storage Information	1-888-428-2673, option 5, 3
Storage Fax Guarantee or Copy of the Check faxed to Storage department	1-800-234-5079 fax
Storage Notification Refusals	1-800-699-9368 fax
Tank Container Exemptions faxed to the Hazardous Materials group	1-817-740-7358 phone 1-817-740-7250 fax
T&E Bond Approval needs to be obtained Fax completed paperwork for T&E	1-915-534-2362 phone 1-915-534-2300 fax
Tracing Shipments on the BNSF network	1-888-426-2673, option 1
UIIA Agreement - Intermodal Association of North America http://www.uiia.org/	1-301-474-8700
UIIA Drayage Companies	1-877-438-8442
Waybill Information to verify receipt of shipping instructions	1-800-786-2873 or 1-888-428-2673, option 5, 1