

Mississippi Export Railroad Company



MISSISSIPPI EXPORT RAILROAD

CONTAINING DEMURRAGE, STORAGE, ACCESSORIAL
AND SWITCHING CHARGES

MSE 8100B

Tariff MSE 8100B replaces MSE 8100A and all supplemental
tariff material in their entirety.

FOR GENERAL RULES & CONDITIONS OF
CARRIAGE SEE LOCAL TARIFF
GOVERNING RAILROAD

APPLICABLE ON EXPORT, IMPORT, INTERSTATE, AND INTRASTATE TRAFFIC

ISSUE DATE: January 10, 2024

EFFECTIVE DATE: March 1, 2024

Mississippi Export Railroad Company
4519 Mc Innis Ave
Moss Point, MS 39563
www.mserr.com

SUBSCRIBING RAILROAD

Mississippi Export Railroad Company (“MSE”)

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ITEM 1 REFERENCE TO TARRIFS, ITEMS, NOTES, RULES, ETC.

Thank you for partnering with MSE for your freight and logistics needs. Our tariff is published on our website at www.mserr.com. The Terms and Conditions set forth in this Tariff replace the former Tariff 8100A and any supplemental tariff material in its entirety. It is recommended that all Customers shipping with MSE review all publications posted on the website before tendering freight to or from MSE as revisions to the publication may be made from time to time.

ITEM 2 CURRENCY

All charges published herein are in United States Dollars.

ITEM 3 CHARGES HEREIN SUBJECT TO INCREASE

Charges published herein are subject to increase by republication.

ITEM 4 TRANSPORTATION

MSE agrees to transport shipments with reasonable dispatch. MSE does not guarantee rail service within any particular time frame. Bunching and Run Around will not be considered railroad error and no allowance will be made.

ITEM 5 MSE INTERCHANGES

- Pascagoula, MS – CSXT
- Evanston, MS – CN
- Jackson, MS – CPKC
- Hattiesburg, MS – NS
- Mobile, AL – AGR, CGR, CSXT, NS, TASD

ITEM 6 GLOSSARY OF TERMS

ACCESS RIGHT: When a Customer orders or accepts a shipment, they represent that they own or have the right to grant MSE access to the sidetrack(s) and property leading to and within the Customer facility. This allows MSE to proceed unimpeded over sidetracks.

- MSE will use the sidetrack(s) to deliver any railcar directed to the Customer's facility by a valid Shipping Instruction

ACTUAL PLACEMENT: When a car is placed in an accessible position for loading or unloading, or at a point designated by the shipper or consignee or party loading or unloading the car, railroad may issue Actual Placement Notices. Failure to receive notification is not a valid claim against payment of invoices for associated fees. Actual Placement is commonly referred to as PACT.

ARMS: Web based interface that allows Customers to view their online inventory, request cars to be spotted or released, reject cars, load or empty cars, and bill cars. Contact MSE Customer Service with questions at (228) 474-0711 or email customerservice@mserr.com.

ASSIGNED CARS: The assignment of cars to a given shipper at a specific location as defined in Car Service Rule 16 and Car Hire Rule 22 as published in AAR Circular No. OT-10.

ASSIGNEE: A shipper who has requested and has been assigned specific cars.

BILL OF LADING: Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000Series, subject to modification as may occur from time to time. Commonly referred to as BOL.

BROKER: An agent or intermediary negotiating the buying or selling contents of car, other than shipper or consignee.

BUNCHING: The accumulation of cars for loading or unloading shipped on different days. Since MSE's railroads do not control the flow of inbound cars from connecting railroads, no allowance will be made in demurrage charges.

CALENDAR MONTH: Defined as 12:01 a.m. from the first day of one calendar month through 12:00 a.m. on the first day of the following calendar month.

CALENDAR YEAR: Defined as 12:01 a.m. on January 1 of current calendar year to 12:00 a.m. January 1 of the following calendar year.

CAR HELD AT CUSTOMER REQUEST: Demurrage and/or Storage charges may apply to railcars held at a customer's request or due to a condition cause by a customer such as cars released but not available to pull, overloaded railcars, holding cars short of interchange and/or destination, empty cars ordered and not used, refused or rejected railcars, or railcars held for diversion or reconsignment.

CAR ORDER WANT DATE: The date for which Customer requested car for loading.

CHARGEABLE DAY: A twenty-four (24) hours period or fraction thereof for which a charge assessed pursuant to this Tariff can be assessed.

CHERRY PICKING: A Customer requested release instruction for cars to be pulled by specific initial and number. An alternative to Cherry Picking is to release cars that are in a block and/or most accessible.

CLOSED GATE: A Customer facility is considered 'Closed Gate' with regards to railcars that will remain in any MSE serving yard until the Customer provides specific placement instruction to MSE via Cedar AI. A customer facility may be **Closed Gate** for some commodities or railcars and **Open Gate** for other commodities or railcars.

CONSIGNEE: The party designated on the Bill of Lading as the entity entitled to receive delivery of the car from the earner.

CONSIGNOR OR SHIPPER: The party designated on the Bill of Lading as the entity which has caused the car to be consigned into transportation.

CONSTRUCTIVE PLACEMENT: When a car cannot be actually placed or delivered because of any condition attributable to the consignee, shipper, loader or unloader. If this occurs, Customer will be notified of its placement.

CONSTRUCTIVE PLACEMENT TIME: The time from constructive placement until a car is actually placed.

CUSTOMER: Shipper, loader, unloader, consignee, freight payer or party entitled to receive notification.

DEDICATED RAILWAY LOCOMOTIVE POWER OR DEDICATED CREW: When a locomotive(s) and crews have been assigned specifically for that unit train service, and that MSE is providing the locomotive(s) and crew for loading and/or unloading.

DELAY OF TRAIN: In the event a railroad train and/or engine and crew are unable to perform a scheduled or unscheduled service, or work is impeded, due to causes attributable to a customer or agent, an hourly charge may be assessed.

DEMURRAGE: Demurrage is a charge for detaining a railcar. MSE charges demurrage as an incentive for Customers to load and unload cars promptly, to prevent congestion in railroad terminals caused by idle cars, and ultimately to improve the utilization. Reduced dwell translates into faster, more reliable cycle times and better service.

Demurrage is charged on Railroad or Railroad Industry controlled equipment while the car is physically on the railroad, whether it is located on MSE owned or Industry owned property.

Demurrage is charged on Shipper controlled equipment while it is physically on the railroad and located on MSE owned property.

Demurrage time is computed from the first 12:01 a.m. after actual or constructive placement, whichever comes first, until the car is released via a loaded waybill or empty release. If the free time on the car has already expired and customer is in chargeable days, then all subsequent Saturday, Sundays and Holidays are chargeable. A Saturday, Sunday or Holiday cannot be the first chargeable day. Demurrage charges are billed monthly.

DEMURRAGE DAY: A twenty-four (24) hour period, or fraction thereof, commencing at the first 12:01 a.m. after day of placement.

DESTINATION: Billing destination, or if such destination is serviced by a terminal yard, then such terminal yard will be considered as the destination.

DISPOSITION: Information, including forwarding instructions and/or release, which allows the railroad to apply or release the car from the shipper's, consignee's, loader's, or unloader's account.

DIVERSION: The term "Diversion" can be used interchangeably with "Reconsignment" and means any request for change in the Bill of Lading or Waybill. A diversion is an order from the shipper or consignee to deliver car(s) to other than the original billed destination. If change requires the car to move over track that it has already traveled (back haul), the car may be diverted to the next logical terminal. From there, new shipping instructions (new Bill of Lading) will be required to move the car from its current location to the new destination.

EMPTY CARS ORDERED AND NOT USED: Empty cars ordered, placed or constructively placed for loading and not used in transportation service.

EMPTY RELEASE INFORMATION: Advice from consignee and/or unloader, given to the MSE Customer Service Department electronically via ARMS, or via email that car is unloaded and available for the MSE. Information given must include identity of consignee, and/or unloader, party furnishing the data, car initial, number date and time. Release will be effective on the date and time advice is received by MSE.

FORWARDING INSTRUCTIONS: A Bill of Lading given to authorized personnel of the line haul carrier that contains all necessary information which allows for the immediate movement by MSE.

Forwarding instructions will be effective on date and time advice is received by MSE.

- Advice received by MSE to move a car from a loading or storage track to a railroad yard or hold track to be held for "forwarding instructions", whether furnished by the party loading car or another party, or a Bill of Lading or an order consigning the car to an Agent of MSE which has no beneficial interest in the lading, does not constitute "forwarding instructions" or a release from demurrage or other like charges.
- A Bill of Lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute "forwarding instructions" until clearance is received from all carriers in the routing.

FREE TIME: The time allowed for the unloading or loading of cars that is not chargeable. Free Time will consist of twenty-four (24) hours for both loading and unloading. Free Time is the first twenty-four (24) hour period, computed from the first 12:01 a.m. after actual or constructive placement, whichever comes first. Saturdays, Sundays, and Holidays are considered non-chargeable days unless the free time on the car has already expired. If the customer is in chargeable days, then all subsequent Saturday, Sundays and Holidays are chargeable. A Saturday, Sunday or Holiday cannot be the first chargeable day. Demurrage charges are billed monthly and are net of Free Time.

FUEL SURCHARGE: An extra fee, determined as a percentage of the base rate, charged by transport companies to allow for the fluctuating cost of fuel.

HAZARDOUS COMMODITY, HAZARDOUS MATERIAL OR HAZMAT: Any commodity meeting the definition of "hazardous material" and listed at 49 CFR § 172.101, Table of Hazardous Materials.

IDLER or BUFFER CAR: An empty car used to protect overhanging loads or used between cars loaded with extended length material. The use of idler or buffer cars may be subject to a per-car fee, unless otherwise stated.

IMPROPERLY LOADED RAILCAR: One that has an improperly secured load, an uneven or unbalanced load, a load that has shifted or a railcar not containing dangerous goods or hazardous materials found to be leaking.

INDUSTRIAL TRACK: Designated delivery or receipt track or tracks for the exchange of cars between carrier and industry performing their own switching including switch line acting as Agent for Industry. Also, any track assigned for individual and/or business use, including privately owned or leased track.

INDUSTRY TIME: The time from actual placement or placement to team tracks until release and receipt of forwarding instructions, if applicable. The time from interchange receipt of a loaded car or a loaded private car released and held on railroad-controlled tracks until forwarding instructions are received.

INTRA-PLANT SWITCHING: A Customer requested switching movement subsequent to Actual Placement, when loaded or empty, from one track to another track (or between two points on the same track), within the same plant or industry without leaving the tracks of the same plant or industry.

INTRA-TERMINAL SWITCHING: A Customer requested switching movement (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.

INTER-TERMINAL SWITCHING: A switching movement (other than intra-plant and intra-terminal switching) between an industrial track or team track on the tracks of a MSE and an industrial track or team track on connecting lines on traffic having origin and destination within the switching limits of the same station or industrial switching district. Charges of connecting carriers will be in addition to charges provided herein. Commonly referred to as a Cross Town Switch.

INTERMEDIATE SWITCHING: A switching movement by a carrier that neither originates nor terminates the shipment nor receives a line haul on that shipment.

LATE DELIVERY SHIPPING INSTRUCTIONS: Shippers must supply accurate and timely shipping instructions. If an empty or loaded railcar moves to a MSE yard or to interchange without complete Shipping Instructions, a late fee of Three Hundred Dollars and no/100 (\$300.00) per railcar may be assessed.

LEAKING RAILCARS: Railcars carrying dangerous goods/hazardous materials or railcars containing residue of dangerous goods/hazardous materials found to be leaking or unsafe to move forward.

LEASED TRACK: A track leased to a user through a written lease agreement and is considered the same as a private track for demurrage or storage purposes.

LINE-HAUL: Movement between stations that are not located within the switching limits of the same station. Movement between stations located within the switching limits of the same station will be considered line haul when Customer is not listed as open to reciprocal switching or when movement occurs from or to a leased track.

LOADER: Party physically loading the car.

LOADING: The complete or partial loading of a car in conformity with MSE loading and clearance rules, advice that the car is available for movement, and the furnishing of forwarding instructions.

LOCAL: Traffic moving between stations located on MSE.

MANUAL RELEASE OR SHIPMENT ENTRY: If a customer requests MSE to input billing information (including any changes, modifications, revisions to submitted billing) or submit an empty railcar release, each car (bill of lading or empty release) is subject to a Fifty Dollars and no/100 (\$50.00) charge. MSE reserves the right to reject any unreasonable request for service, any fax or email forwarding instructions that are illegible, whether due to poor transmission quality, illegible handwriting or otherwise.

NON-COMPLIANT RAILCARS: Cars carrying dangerous goods/hazardous materials, whether loaded or carrying only residue amounts, that are found not to comply with all applicable safety standards or requirements or to otherwise be improperly prepared for transport or deems unsafe by regulators. Non-compliance examples: secondary means of closure, such as shipping plugs, loose swing bolts on manways, safety chains and improper marking, other than placards lost in transit from the pickup location.

NON-REVENUE EMPTY CAR(S): Empty private cars will be handled without charge if the empty line-haul movement is immediately preceded by a revenue line-haul movement on the same MSE line within the previous One Hundred and Eighty (180) days; otherwise, the empty movement will be subject to applicable charges.

NOTIFICATION: When required, notification will be furnished either electronically or in writing to all parties entitled to receive notification.

OPEN GATE: A Customer facility is considered 'Open Gate' with regards to railcars that MSE will deliver upon determining that the facility has space to receive the railcar. No specific placement instruction will be accepted for Open Gate railcars. A Customer facility may be **Open Gate** for some commodities or railcars and **Closed Gate** for other commodities or railcars.

ORDER IN: In order for a car on constructive placement to be spotted at a Customer's facility, the party entitled to receive the car must order the car for placement.

ORDER IN CUSTOMER: A Customer who, by prior arrangement, has notified MSE that cars shall not be placed, or considered to be placed, for loading or unloading, until MSE has received an order for placement from said Customer.

OVERLOADED RAILCARS: A railcar is considered overloaded when it exceeds the railcar weight or track weight limits related to the route that the shipment will take.

PARTIAL UNLOADING: The partial unloading of a car and the furnishing of forwarding instructions.

PRIVATE CAR(S): A car bearing marks other than railroad reporting marks that is not railroad controlled.

PRIVATE TRACK: Track located outside a carrier's right-of-way, yard, or terminal when the carrier does not own the rails, ties, road bed or right-of-way.

RAILCAR DAMAGES: Upon inspection, if a railroad-supplied car requires repairs due to damage attributable from loading or unloading, other than usual wear and tear.

RAILROAD CONTROLLED CAR: Any car other than a private car.

RAILROAD PROPERTY: No one outside of approved employees and contractors, including Customers, is allowed to enter, perform any switching, or otherwise access or operate on any tracks owned by MSE. If anyone accesses MSE Property, they assume all risk of loss and indemnifies MSE against all damage, cost, liability, judgement, and expense, including attorney's fees, in connections with any personal injury or death of any persons or loss of/damage to any property, whether employees or property of either Customer, MSE, or third persons, sustained, incurred, arising, or growing out of operations by Customer or its Agents upon MSE Property. Anyone needing to access MSE property must contact Customer Service at customerservice@mserr.com and provide details and to when and why access is needed. Before being allowed on MSE property, a Release to Access Property will need to be executed.

RECIPROCAL SWITCHING: An arrangement between carriers serving the same station or switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the line haul carrier on shipments having an immediately preceding or following line-haul movement via that carrier. CSX Transportation ("CSXT") will provide reciprocal switching for MSE only to or from Customers specifically listed in CSXT's 8100 Tariff, which is posted on CSXT's webpage at csx.com.

RECREWING: When customer actions result in MSE having to recrew a unit train.

REFUSED LOADED CAR: An original loaded car refused at destination without being unloaded.

RELEASE: The notification received from shipper, loader, consignee, or unloader that loading or unloading of a car has been completed and car is available for movement and forwarding instructions have been received, if applicable. Date and time that MSE receives forwarding instructions and advice that a car is available for movement and from non-credit Customers, upon payment of any charge due. Cars placed on industrial interchange tracks of an industry doing its own switching, including those tracks of an industrial switch line acting as Agent of industry, will be removed from track and considered received and held for disposition as provided in this Tariff. Cars found to be improperly loaded at origin will not be considered released until the load has been properly adjusted and clearance has been obtained. When a car is unloaded and then reloaded, empty release information must be furnished. If not furnished, demurrage will be continuous until forwarding instructions are received. Loaded or empty or private cars released and pulled from private tracks, which must first be held on railroad track awaiting forwarding instructions, are subject to demurrage/storage provisions and charges as provided in this Tariff.

NOTE: Demurrage charges will continue to accrue to the Origin Industry even when cars are released to a third-party, until the time the billing is received from the third-party.

RUN AROUND: Car(s) placed at customer designated track(s) ahead of previous arrivals held by the railroad on railroad owned tracks.

SETBACK – RAILROAD: Cars moved onto tracks of MSE by a connecting carrier in error or for purposes other than interchange to or from MSE may be subject to setback charges.

SHIPPER OR CONSIGNOR: The party designated on the Bill of Lading as the entity which has caused the car to be consigned into transportation.

SHIPPING INSTRUCTIONS: A uniform straight Bill of Lading or electronic data interchange packet in a form acceptable to MSE.

SIDETRACK: Privately owned tracks that connect to Customer facilities. Most Customer facilities are accessed via sidetracks. In the absence of a private sidetrack agreement or track lease, the following terms and conditions govern the use of the sidetracks.

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

- The Federal Railroad Administration's Track Safety Standards (49 C.F.R. Part 213)
- Railroad Worker Safety Regulations (29 C.F.R. Part 214)
- Lease agreements

In addition, Customers must keep sidetracks free from debris [9' from centerline of rail where applicable], weeds, potholes, excavations, ice, snow, temporary or permanent structures and poles, and any other obstructions (i.e. parked vehicles).

SIDETRACK MONTHLY INSPECTIONS: In order to maintain safe working conditions for MSE and customer employees, The Federal Railroad Administration ("FRA") Track Safety Standard (49 CFR Part 213) states that all "other than main track" must be inspected by a qualified inspector on a monthly basis with at least twenty (20) calendar days between inspections. Customer tracks are included in this category and must be inspected and maintained according to these standards at their own expense.

Inspections may be completed by a qualified independent contractor or by MSE track inspectors under the terms and fees of a separate, private agreement. If performed by MSE, the customer will receive a copy of the inspection report in compliance with FRA guidelines for their records.

If inspections are performed by a qualified independent contractor (other than MSE) and inspection reports are not filed with MSE in a timely manner, the MSE8200 "Monthly Sidetrack Inspection" tariff charge will apply.

Monthly inspection reports must be on file with local MSE management for freight service to be provided. Failure to properly inspect and maintain track can result in suspension of service. Failure to file inspection reports to MSE will default to MSE completing the inspections at the then current MSE 8100B "Monthly Sidetrack Inspection" tariff rate.

Periodically, MSE personnel will also inspect customer tracks to ensure they remain compliant with FRA standards. These inspections are done at the discretion of MSE for the safety of its crews and equipment and are not to be deemed an official FRA inspection unless contracted by the customer to act as such.

MSE additionally offers to provide routine maintenance and repair services on customer track. If repairs are deemed necessary after the completion of a monthly inspection, MSE will confirm with customer that customer desires repair to be completed by MSE personnel prior to commencement of work. After authorization is granted, MSE will complete repairs in the most efficient manner possible and submit an itemized invoice to customer for payment.

SPECIAL FREIGHT TRAIN SERVICE: When a switching movement cannot be handled in regular train operations for reasons including, but not limited to, excess dimensions, excess weight, service requested during non-operating hours, unit train service, etc., charges for special handling will apply. This charge will be in addition to any other charge applicable to the movement including, but not limited to, freight charges, fuel surcharge, and demurrage.

Special Freight Train Service charges will be assessed on all power generation shipments (e.g., transformers) unless otherwise approved by the General Manager in writing.

SPECIAL PLACEMENT REQUEST: Any handling and/or placement instructions requested of MSE that are outside of or beyond normal placement requirements. Examples: weighing in transit, uncoupling cars to accommodate spot specific placement, etc.

STOPPED IN TRANSIT: When cars are held in route because of any condition attributable to the shipper, consignee, or owner.

STORAGE: A fee imposed by MSE, for the occupation of company tracks (owned or railroad-controlled), and/or property.

TENDER: The offer of goods for transportation, or the offer to place cars for loading or unloading.

TIH/PIH: Toxic Inhalation Hazards (“TIH”) and Poison Inhalation Hazards (“PIH”), as defined in AAR Circular No. OT-55. The terms TIH and PIH are synonymous as they apply to this Tariff.

TIME: Local time of the station located on MSE is applicable, expressed on the basis of the twenty-four (24) hour clock, commencing at 12:01 AM.

UNIT TRAIN: A physically consecutive and connected set of at least 90 cars with dedicated locomotive power tendered for movement together, unless otherwise stated in your contract.

UNLOADER: Party physically unloading the car.

UNLOADING: The complete or partial unloading of a car and notice from the consignee the car is available for movement and the furnishing of forwarding instructions when required.

UNSAFE TO MOVE FORWARD: Overloaded or improperly loaded cars that may cause an accident or a derailment.

ITEM 7 GENERAL LIABILITY

1. There shall be no presumption of MSE’s fault for the loss, damage or delay of cargo. The burden of proof to establish the culpability of the MSE is upon the claimant. MSE is not liable for any loss, damage, or delay of cargo, except where MSE’s intentional act or omission, gross negligence or simple negligence is the direct or proximate cause of the injury/and or loss. If MSE’s act or omission is not the sole cause of the injury and/or loss but contributes to the loss, damage or delay to the cargo, then MSE will be liable only for that portion of the injury and/or loss as corresponds to its comparative culpability.

2. Under no circumstances will MSE be liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, nor shall MSE be liable for punitive damages or attorney fees.
3. MSE agrees to transport shipments with reasonable dispatch. MSE does not guarantee rail service within any particular time frame.
4. MSE's will not accept or investigate any claim where the alleged loss or damage is \$1,000 or less.
5. MSE's maximum liability for cargo is the lowest of (i) its original cost, (ii) the cost of replacement, or (iii) Ten Thousand Dollars and no/100 (\$10,000.00) per railcar; provided, however, any liability of MSE for damaged cargo shall be reduced by the amount of any net salvage proceeds received by Shipper for such cargo.
6. Failure of the Shipper to comply with packaging requirements of the Uniform Freight Classification and AAR loading provisions shall be a defense to any claim for damage.
7. Any claim for loss or damage shall be filed within six (6) months of the date the shipment was delivered, or in the case of failure to make delivery, then within six (6) months after a reasonable time for delivery. Any lawsuit or other action for the enforcement or liability for loss or damage must be instituted within one year after the railroad first declines the claim.

ITEM 8 FILING A CLAIM

1. Claims should be reported to Mississippi Export Railroad Company, Attn: Risk Claims Department, 4519 McInnis Ave., Moss Point, MS 39563.
2. MSE's liability for loss, delay and damages or shortages is contingent on the following:

The claim for loss or damage must be submitted by an entity that is party to the contract or bill of lading (shipping instructions). MSE may reject a claim for loss or damage from any other entity.

MSE or its agent must receive immediate notification of all noted visible damages and/or shortages discovered during the unloading of a rail car. Damage or shortages discovered other than between 8:00 a.m. and 5:00 p.m., Monday through Friday, are subject to reporting no later than twenty-four (24) hours following unloading from rail car, Saturdays, Sundays, and Holidays excluded. Concealed damage must be reported immediately upon discovery and made available for inspection at point of delivery.

Failure of the MSE to inspect the cargo will not constitute an admission of liability by MSE or alter the burden of proof on the claimant to establish the liability of MSE.

If the location of the loss, damage, or delay to the cargo is known to the claimant, the claim must be filed with that rail carrier on whose line the injury and/or loss occurred.

A claim must be in writing and must include documentation identifying the rail shipment, including the following information:

- Date of claim filing
- MSE's identification
- Railcar initial and number
- Shipper's/consignor's name, address, contact and telephone number
- Consignee's/receiver's name, address, contact and telephone number
- Commodity
- Loading date
- Shipping date
- Bill of Lading
- Invoice or Manufacturing Costs of commodity
- Freight Bill(s)
- Description of damage or loss
- Demand for payment of a specific amount, with a statement of the formula or basis on which the damages are calculated, plus evidence in support of the calculation
- Additional information as requested by Subscribing Carrier to verify claim

ITEM 9 RAILCAR REPAIR FACILITY

MSE is a diversified company with a full-service maintenance, railcar and locomotive repair shop and offsite mobile repair service with AAR M1003 (B25, C5 and C6) and RLJ Certifications.

Any car found defective per FRA/AAR interchange rules that is required to be switched for repairs will be charged a switch fee. Any car damaged by an online customer that is required to be switched for repairs will be charged a switch fee.

ITEM 10 QUICK LIST OF ACCESSORIAL CHARGES

Here is a convenient list of the most common, but not all, charges established in these Terms and Conditions:

CHARGE ITEM	RATE	UOM
Cars Interchanged in Error	\$500.00	per car
Cherry Picking – Non-hazardous Materials	\$450.00	per car
Cherry Picking – Hazardous Materials	\$550.00	per car
Delay of Train	\$300.00	per hour
Demurrage Charges – non-refrigerated cars	\$35.00	Days 1-4
	\$65.00	Days 5-6
	\$95.00	Each Subsequent Day
Demurrage Charges – refrigerated cars	\$250.00	per car per day
Diversion	\$500.00	per car
Empty Cars Ordered and Not Used	\$500.00	per car
Freight Refused or Returned	\$1,000.00	per car
Holding of Unit Trains	\$100,000.00	per Unit Train

Idler or Buffer Car	\$1,000.00	per idler or buffer car
Improper Billing of Railcar	\$150.00	per car
Improperly Loaded Car	\$2,000.00	per car
Late Delivery of Shipping Instructions	\$300.00	per car
Manual Release or Shipment Entry	\$50.00	per car and/or BOL
Monthly Sidetrack Inspection	\$2,500.00	per month, per mile, per industry location
Non-Revenue Empty Car	\$550.00	minimum per car, or applicable freight rate
Overloaded Cars - Hazardous or Load Reduction Required	\$2,000.00	per car
Overloaded Cars - Non-hazardous or Load Reduction Not Required	\$2,000.00	per car
Railcar Damages caused from Loading/Unloading (in addition to actual repair costs)	\$1,000.00	per car
Railcar Hold Fee	\$150.00	per day, per car
Railcars Non-Compliant with Dangerous Goods/Hazardous Materials	\$1,000.00	per car
Recrewing	\$2,400.00	per occurrence
Release/Leaking of Hazardous Material	\$15,000.00	per car
Release/Leaking of Non-hazardous Material	\$2,000.00	per car
Setback – Railroad	\$450.00	per car
Special Freight Train Service	\$2,000.00	minimum for first 4 hours, \$475 each additional hour
Special Placement Request	\$25.00	Per car
Special Switching Service	\$2,000.00	minimum for first 4 hours, \$475 each additional hour
Storage	\$150.00	Per car per day
Strike Interference Demurrage	\$50.00	per day
Switching: intra-plant, intra-terminal, and inter-terminal, Non-hazardous Materials	\$200.00	per car
Switching: intra-plant, intra-terminal, and inter-terminal, Hazardous Materials	\$500.00	per car
Switching to/from Railcar Repair Facility	\$200.00	per car
Unsafe to Move Forward	\$3,000.00	per car

ITEM 11 FUEL SURCHARGE

The fuel surcharge for carload traffic is calculated monthly and is based on monthly average price of U.S. Highway Diesel fuel published by the Energy Information Administration (EIA). MSE will apply this fuel surcharge to freight charge(s) for which the publication is referenced as 8100B Mileage Fuel Surcharge Tariff. The fuel surcharge reflects rates that are applicable to both carload and bulk.

ITEM 12 HOLIDAY SCHEDULE

Wherever reference is made to "holidays," it shall mean only the days listed below unless otherwise stated in a customer agreement:

1. New Year's Day - January 1 (See Note 1)
2. Mardi Gras – Date varies yearly
3. President's Day - Third Monday of February
4. Good Friday - Friday before Easter Sunday
5. Memorial Day - Last Monday of May
6. Independence Day - July 4 (See Note 1)
7. Labor Day - First Monday of September
8. Thanksgiving Day - Fourth Thursday of November
9. Day after Thanksgiving
10. Christmas Eve - December 24
11. Christmas Day - December 25 (See Note 1)
12. New Years Eve – December 31

Note 1 - When this date occurs on a Sunday, the following Monday will be observed as the holiday.