


Effective January 30, 2019

Florida East Coast Railway CARLOAD DIRECTORY



Florida East Coast
RAILWAY

CUSTOMER SERVICE MISSION

*To deliver a customer experience characterized by reliable service,
proactive communication, and streamlined processes that
exceed customer expectations.*



CUSTOMERS

are the **MOST IMPORTANT**

PEOPLE IN OUR BUSINESS



For additional information, contact
FEC Customer Service Representative
at 1-800-824-2330 or your Sales Representative

FEC CARLOAD DIRECTORY

DOCUMENT NAVIGATION INSTRUCTIONS

DOCUMENT ACTIONS

To activate the **search function**, hold Control (PC) / Command (Mac) and 'F' keys

All **web addresses** (displayed in blue) will automatically link to the relevant URL when clicked

All **email addresses** (displayed in blue) will automatically open viewers default email program when clicked

Section references (displayed in *italics*) will travel to relevant pages within this Directory when clicked

TO VIEW IN A WEB BROWSER

Make sure Adobe Acrobat Reader is installed on your system.

If not follow these steps:

- Visit this page (<https://get.adobe.com/reader/>)
- Download and install the latest (and free) version of Adobe Reader.
- Quit and re-launch your web browser, then open the link to this document again; when you do, the PDF should open using your new Adobe Reader plug-in.

Once installed make sure the Adobe PDF plug-in is enabled.

To enable Adobe PDF plugin, follow these steps:

Google Chrome:

- Enter chrome://plugins into your address bar
- Scroll down to either Adobe Acrobat or Adobe Reader. (You'll only see them if you have them installed)
- Select "Enable link"
- Refresh the web page

Internet Explorer:

- Choose "Tools" from the menu > "Manage Add-ons"
- Under Add-on Types, select "Toolbars and Extensions"
- In the Show menu, choose "All add-ons"
- In the list of add-ons, select "Adobe PDF Reader"
- Select "Enable"
- Refresh the web page

Safari:


- Open "Safari" > "Preferences"
- Select "Enable plug-ins" and "Enable java"
- Select "Enable plug-ins" and "Enable java"
- Refresh the web page

Firefox:

- From the "Tools" menu select "Add-ons", then click on the "Plugins" icon at the top right
- Click on the Adobe Reader brick (it may say 8.0. 9.0 or X). If it says "Enable", click it
- Refresh the web page

TO VIEW ON AN IPHONE / IPAD

iBooks:

- Tap the link to view the PDF, it will open in a new page tab
- Tap the Share icon  in the upper-right corner
- Tap "Open in iBooks" to open the attachment, iBooks will open, and you can view your PDF

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FEC CARLOAD DIRECTORY

SECTION 1: GENERAL RULES & POLICIES



1.1 – General Rules

This Directory sets forth the contractual terms and conditions under which Florida East Coast Railway (FEC) will arrange or provide certain rail transportation services. The terms and conditions in this Directory supersede and replace the former FEC Tariffs, Directories, and their predecessors. FEC's responsibility and obligations will be those set forth in the FEC's applicable Tariff or associated FEC Contract.

1.2 – Choice of Law/Interpretation

This Directory, and the contractual terms and conditions it establishes, will be interpreted according to the laws of the State of Florida. It is the intention of the parties to a shipment that the provisions of this Directory be fairly interpreted, and not construed against FEC. A failure of FEC to enforce a provision of this Directory shall not constitute waiver of the provisions.

1.3 – Jurisdiction and Venue

By submitting a shipment for rail movement with FEC, the Shipper agrees that any suit, action or legal proceeding arising out of the, or relating to this Directory, to include Arbitration, may be presented in any court of competent jurisdiction in Duval County, Florida.

1.4 – Arbitration

Except for claims for injury, death to persons, or temporary injunction relief, if any dispute between the parties should arise in connection with this Directory, which cannot be resolved by the parties within 15 days after one of the parties notifies the other of its desire to arbitrate the dispute (the "Arbitration Notice"), at such time the dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.

1.5 – Governing Industry and Publication

This Directory is governed by Tariff ICC OPSL 6000-Series, as follows:

- Additions or changes in Station Name
- Abandonment of Stations
- Prepay Requirements
- Restrictions as to the acceptance or delivery of freight
- Changes in Station facilities

In the event a station is abandoned, all provisions applicable to and from that Station will be considered inapplicable from the effective date of the abandonment.

Prices are subject to rules and conditions of the Railway Equipment Register, STCC 6001, OPSL 6000, UFC 6000.

1.6 – Applicability

The terms and conditions of this Directory shall apply to all shipments which FEC facilitates or provides transportation services. Where reference is made in this directory to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc. The rules in this Directory will take precedence over rules contained in other separate publications when shipments move under the prices contained in a FEC's public price document.

Upon submitting billing for a shipment to FEC for transportation services, the Shipper has acknowledged and agreed to this Directory's terms and conditions, even in the absence of an executed agreement between the Shipper and FEC. The Shipper represents and warrants that it is the agent of the Consignee and Beneficial Owner of

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the shipment, to include any additional entities having an interest in the shipment of the cargo or equipment, to the extent necessary to bind them to the terms of this Directory and any associated FEC contract covering the shipment, including but not limited to the limitations on liability for loss or damage to cargo and equipment. Each and every clause within this Directory shall be severable from each other. In the event that any particular clause herein shall be held invalid and/or null and void in any judicial proceeding, such finding shall not have any effect on the remaining clauses.

1.7 – Force Majeure/Unsafe Work Conditions

FEC shall be excused from fulfilling its obligations under this Directory or an associated FEC contract if it or its Underlying Carrier or contractor is prevented or delayed, in whole or in part, by conditions beyond its reasonable control. To include, but not limited to the following: fire or explosions, lockouts, strikes, Acts of God, including but not limited to, floods, hurricanes, tornadoes, earthquakes, unusually severe weather and natural disasters, war, insurrection, derailment, acts of the public enemy, acts of governmental authority, embargo, or quarantine.

Where at Carrier's sole discretion, safe railway operations are not possible because of an extreme condition, such as but not limited to the conditions noted herein, train service will be suspended until the condition is rectified to the satisfaction of Carrier's safety/environmental staff.

1.8 – Underlying Service Providers

In the event an Underlying Service Provider's shipping requirements conflict with those set forth in this Directory, the Shipper must comply with the more stringent shipping requirements.

1.9 – Modifications

This Directory may be amended by FEC without notice and/or modified through an FEC Contract. In the event of conflict between the terms in this Directory and such other contract, the conflicting terms of the FEC contract will control. Documentation of all changes within the Directory will be updated in *Appendix E* within this Directory.

1.10 – Legal Rights and Obligations

In addition to the requirements set forth in this Directory, the Shipper agrees to defend, indemnify, and hold harmless FEC, its affiliates, and employees (the "Released Parties") or any party to an agreement that is subject to this Directory from all claims and/or lawsuits for loss or damage, brought by any person(s) or entity (ies) alleging property loss and/or personal injury and/or death arising as a result of any act and/or omission of the Shipper, and specifically from all claims and lawsuits resulting from the Shipper's failure to comply with the terms and provisions contained in this Directory, relating to the transportation, storage and/or custody of the subject shipment, including any judgments, settlements, costs, attorney fees and other expenses.



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SECTION 2: CREDIT, PAYMENT & COLLECTIONS



2.1 – Credit

All Shippers, Consignors, Consignees, or agents thereof conducting business with FEC in any form, will be required to apply for credit. The applying party is responsible and must submit the required application, in addition to any other requested information, and have an executed payment agreement acceptable to FEC to be approved for credit. The FEC Credit application can be located on the FEC website at www.fecrwy.com. Credit will be granted solely at the discretion of FEC.

FEC reserves the right to cancel the credit of any party and place the responsible party (Consignee, Consignor, or other billed party) on a cash basis. If the party responsible for freight charges has not established credit with Florida East Coast Railway, or has their credit cancelled by Florida East Coast Railway, pursuant to 49 CFR, Section 1320.2, they will be subject to service charges including liquidated damages and finance charges as described in Section 2.5.

2.2 – Payment

All prices are stated and payable in U.S. currency. FEC will bill the appropriate party as designated within the shipping documentation. The billing party who has established credit with FEC, must submit payment within 15 days following the invoice date unless other terms are outline in a customer contractual agreement.

A Shipper who does not have established credit with FEC, payment in full is required from the Shipper prior to the shipment moving, unless other billing arrangements have been made with FEC. All transportation, terminal, accessorial charges, surcharges, and other charges with respect to a shipment will be assessed and must be paid in U.S. currency. FEC reserves the right to hold any shipment until all accrued charges have been paid on that shipment.

Appropriate storage charges accrue after free time expires and will require payment prior to the shipment moving.

A Shipper may not withhold payment of transportation or other charges as a set-off due to any dispute or cargo claim with FEC or its Underlying Carriers or contractors. No cargo claim will be processed or paid by FEC with respect to a shipment until the Shipper has paid the transportation and other charges associated with that shipment.

In the event the customer fails to pay any undisputed charges within the contracted terms, FEC may apply a finance charge, which shall be the highest rate allowed by law.

A. Security Deposits For Payment of Accessorial Charges

A security deposit to insure payment of any accessorial charges that may accrue will be required from every Shipper, Consignor, Consignee, or agent thereof who:

1. Is not listed within FEC's credit list
2. Fails to pay accessorial charges after specific written demand

A deposit must be paid, by wire transfer, before any freight car is delivered to such Consignor, Consignee, or agent thereof for Loading or Unloading. A deposit on one unit of equipment is not transferable to another.

A deposit for each car shall be in the minimum amount of \$200 or up to the maximum amount of accessorial charges that accrued on any one car during the preceding 12 months.

In the case of a Consignor, Consignee or agent thereof receiving multiple carloads for loading or unloading, the total amount required to be deposited shall not exceed the lesser of the amount of existing past accessorial charges accrued by

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SECTION 2: CREDIT, PAYMENT & COLLECTIONS

the Consignor, Consignee, or agent thereof due or \$25,000. Once the Shipper, Consignor, Consignee, or agent thereof is placed on FEC's authorized credit list, or has paid all outstanding accessorial charges and has given assurance to the satisfaction of the FEC's credit office that future accessorial charges will be paid within the credit period prescribed in applicable tariffs, FEC will refund the balance of the deposit to the Shipper, Consignor, Consignee, or agent thereof by the 5th day of the month following that in which the equipment is released to the FEC after deducting any and all unpaid accessorial charges.

2.3 – Returned Check

When a check for payment of charges is returned by a bank, a charge of \$100 per check shall be assessed against the Shipper for additional processing.

2.4 – Invoicing

FEC will submit freight invoices as indicated on the shipping instructions. Rail Transportation Contracts take precedence over prices published herein for the same commodities over the same routes.

A. Invoice Disputes

Invoice disputes must be received by FEC Accounts Receivable within 30 days of the invoice date. Disputes can be submitted via phone at 800-342-1131 option 5, then option 2 or by email at disputes.fecr@fecrwy.com. Along with a brief description, your claim must include the car initial and number and the related invoice number.

Disputes not received within 30 days of the invoice date will be considered invalid. Disputed invoices will not incur a finance charge while in dispute. If FEC determines the bill is correct and returns it to the customer for payment, it will begin to accrue a daily finance charge from the time of dispute resolution.

2.5 – Finance Charge

Finance charges can be assessed on the unpaid balance of any freight and associated charges, from the first day following the end of the FEC credit term through the date of receipt of payment in full. FEC will assess the highest finance charge by law per day/year against freight and associated charges billed where payment has not been received within the agreed upon payment terms. Finance charges will be billed monthly for all freight transportation and associated charges that were paid late in the prior calendar month.

2.6 – Overcharge Claims

Claims by the Shipper for overcharges must be made in writing within 6 months from the date of the original freight bill. If the claim has not been submitted within the allotted time, the claim shall be waived. All lawsuits for overcharges must be filed within one year from the date of the original freight bill.

2.7 – Fuel Surcharge

FEC has developed a scale to institute and adjust a fuel surcharge for carload shipments based upon the U.S. Department of Energy's (D.O.E) monthly average diesel price. The fuel surcharge is effective the 1st day of every month and can be found on the FEC website at www.fecrwy.com.

2.8 – Requests for Additional Invoice Copies

In the event additional invoices and/or backup copies are requested after the original invoices and/or backup documents have been submitted, a processing fee of \$10 per invoice can be assessed to the Bill-To-Party or the Shipper of record.

2.9 – Collections

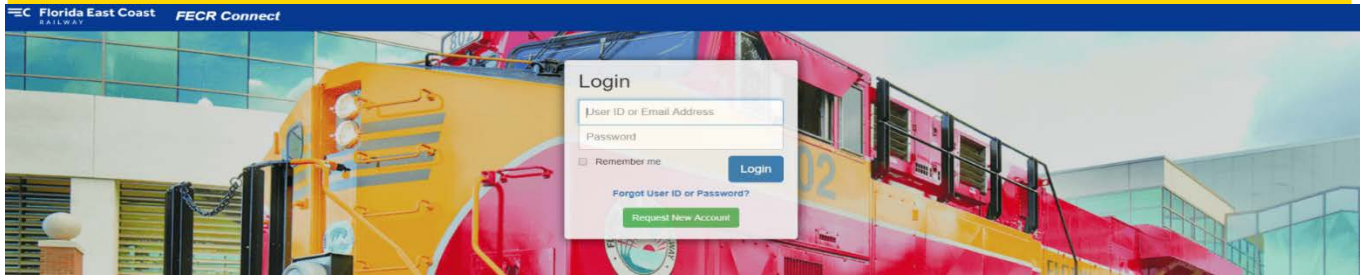
All freight and other charges shall be paid to FEC, in such place and manner as FEC may direct, in United States currency without discount or set-off of any kind, including any claim for loss or damage to the goods. Such charges shall be paid in full regardless of any claim by the Shipper. FEC shall be entitled to recover all fees and costs associated with the collection of delinquent balances, including but not limited, to reasonable attorney's fees and expenses. FEC shall have a lien on the goods for any charges payable to FEC under this contract. Where permitted by law, FEC's lien hereunder also covers any charges payable to FEC by the Shipper under any other invoice or bill of lading issued by the FEC.

FEC shall have the right to sell the goods by public auction or private treaty without notice to the Shipper and the Shipper shall remain responsible for payment of such sums due hereunder.

Payment of charges to a freight forwarder, broker or anyone other than FEC or its authorized agent, shall not be deemed payment to FEC and shall be made at payer's sole risk.

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SECTION 3: RAIL BILLING



3.1 – Shipping Instructions Policy

FEC requires that complete shipping instructions, including the criteria noted in *Section 3* be submitted to FEC electronically (via EDI or our [FECR Connect](#) web portal) prior to the receipt of a shipment. Manual order entry by our Customer Service Group for shipment tenders will be assessed an administrative charge of \$50 for each non-hazmat shipment and \$150 for each hazmat shipment. For assistance in becoming enabled to submit EDI billing or to utilize the [FECR Connect](#) tool, please contact the FEC Customer Service Group at 800-824-2330, option 2 or via e-mail at feccustomerservice@fecrwy.com.

Prior to tender of freight, Shipper or Consignor shall execute a Shipping Document similar in content to the Uniform Bill of Lading. When the original Bill of Lading or written order covering a shipment is not available at time of receipt or delivery, the car may be delivered in advance of the surrender of the Bill of Lading or written order, as the case may require, under provisions of [Rule 7 of the UFC](#). If a Bill of Lading is tendered after a car is released loaded or empty, shipper releasing the car will be assessed a charge of \$175 per incident plus applicable demurrage for every day FEC awaits instructions for movement. When Order Bills of Lading or written orders are received prior to arrival of the car on the FEC there will be no charge.

A. Incorrect Contract or Agreement Used

In an effort to properly align the freight charges to your shipment properly, FEC will require the use of the correct shipping agreement (EPQ or Contract number) be associated with each move. Billing the shipment under the wrong EPQ or FEC Contract number will result in a charge of \$500 per shipment that will be assessed against the shipper in addition to the correct rate for that shipment.

3.2 – Commodity Descriptions

The description of commodity(ies) in the Shipping Document should reflect the Standard Transportation Commodity Code

(STCC) and show the STCC Number(s). When different prices are provided for the same commodity(ies) according to the type of packing or package, the type of packing or package should be shown. FEC reserve the right to inspect shipments to determine applicable prices. When the commodity(ies) are found to be incorrectly described, additional charges will be collected accordingly.

3.3 – Shipping Data Elements

A. Shipping instructions are considered complete when all of the following conditions have been satisfied:

1. Instructions include all required data elements as mandated by the [ASC X12 guidelines](#) for submission of an EDI 404 transmission. You may contact the FEC Customer Service Group at 800-824-2330, option 2, or e-mail them at feccustomerservice@fecrwy.com for assistance.

2. If applicable, instructions must comply with all requirements of the Bureau of Explosives Tariff BOE – 6000.

B. Instructions include the following elements:

1. Equipment Information:

- Equipment initial and number
- Car length
- Weight
- Seal Number

2. Movement Information:

- Origin Yard
- Destination Yard
- Ultimate Shipper
- Ultimate Consignee
- Notify Party name and fax number (*NOTE: It is the*

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SECTION 3: RAIL BILLING

Shipper's responsibility to ensure the Notify Party phone and fax numbers are correct).

- Complete rail routing
- Rule 11 (yes or no when no through price is available)
- *NOTE: only one origin, destination, Ultimate Shipper or Consignee should be shown*

3. Pricing Information:

- Price authority
- Shipper's Bill of Lading number
- Freight payer
- Prepaid or collect

4. Commodity Information

- Actual Standard Transportation Commodity Code (STCC)
- Actual commodity description
- Actual gross cargo weight
- Certifying party – specify if other than the Shipper
- Certification or date transfer – specify if different than the Waybill date

5. Hazardous Material Information:

- Proper shipping name
- Technical name, if required
- Hazard class
- United Nations / North American (UN/NA) identification #
- Packing group or movement classification
- Total quantity and weight of hazardous material
- 24-hour emergency response telephone number
- Other additional shipping instructions when required by Tariff BOE 6000.

3.4 – Shipment Routing

A. Emergency Routing

When in the case of pronounced traffic congestion (not an embargo), washout, wreck or other similar emergency, or through FECs' error, FEC will forward shipments via other junction points of the same rail line or via the lines of other Carriers who are party to the Price List. The price to apply will be that specified in this Price List, however, not higher than the price applicable via the route of movement.

B. Internal Routing

Prices or routes published herein, to, from or via stations on FEC, while on the rails of the FEC, are applicable only over the shortest distance between the stations where transportation is performed by the FEC, except as otherwise specifically authorized by other agreement(s),

or unless handled out of route for FEC's convenience.

3.5 – Notifications

A. Notifications to consignor or consignee

FEC will furnish the following notifications as indicated:

1. Cars for other than public delivery tracks:
 - a. Notice of constructive placement if car(s) is held on FEC's tracks due to reasons attributable to the consignor or consignee
 - b. Delivery of car(s) to the consignee's tracks will constitute notice

2. Cars for public delivery tracks:

- a. Notice will be submitted to the party entitled to receive notification when car(s) is actually placed

3. Cars stopped in transit

- a. Notification will be submitted to the consignor, consignee or owner responsible for the car being stopped at the car(s) point of stoppage.

4. Refused loaded car(s)

- a. When a loaded car is refused at destination, FEC will give notice of such refusal to the shipper with copy to the consignee. FEC will hold the refused car at the FEC rail yard until instructions are received from the shipper or consignee. FEC will assess storage charges as outlined below, free time will not be applied. Additionally, FEC will assess any applicable out of route miles once the new movement instructions are received.

- Days 1-3: \$45 per railcar
- Days 4-8: \$65 per railcar
- Days 9+: \$85 per railcar

B. Customer notification may be given electronically, and should contain the following:

1. Car initials and number
2. If lading transferred enroute, the initials and number of the original car
3. Commodity
4. Date and time

C. Notifications To FEC

FEC must receive complete forwarding instructions electronically before a car will be considered released. The recorded date and time that the instructions are received will govern.

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SECTION 4: SWITCHING & CAR ORDERING



4.1 – Switching Requests

FECR offers the following method to submit a switch request at no additional charge:

[FECR Connect](#) see [Section 4.5](#) for instructions.

FEC's Customer Service team is available 24 hours a day/7 days per week to assist as needed with manually entering the switch request on your behalf. However, a charge of \$50 will be assessed to the requesting party. Our Customer Service team can be reached at 800-824-2330 Option 2.

4.2 – Switching Types & Charges

A. Intra-Plant Switching

Defined as a switching movement from one track to another or between two locations on the same track within the confines of the same facility. FEC will assess a charge of \$175 per car per intra-plant switch.

B. Intra-Terminal Switching

Defined as a switching request within FEC's terminal limits, other than an Intra-Plant switch request, where FEC has received a request to switch a car from one location to another within the switching limits of one station or industrial district of FEC. FEC will assess a charge of \$300 per car per switch request.

C. Request to Switch Outside of Normal Service Hours

Defined as a switching request received where FEC is requested to perform a switch service for a customer outside of the customer's normal switch window. FEC will accommodate request(s) outside of normal switching windows to the extent resources are available. If a switch can be accommodated with existing crew, FEC will assess a charge per occurrence per crew shift based on the below

criteria; in addition to any applicable charges:

- 0 – 10 crew miles: \$400
- 11 – 25 crew miles: \$500
- 26 – 50 crew miles: \$600
- 51 – 100 crew miles: \$750

In the event, FEC will require an additional crew in order to accommodate the switch request; FEC will assess special train charges as outlined in [Section 5.8](#).

4.3 – Car Orientation / Requests to Turn Cars

It is the shippers responsibility to indicate which side a car is to be unloaded from in their shipping instructions. For EDI submissions the appropriate segment is H3, and for [FECR Connect](#) Order Entry it can be found in the Special Handling field.

Value	Description
UL	Unload from Left Side
UN	Unload as Placarded
UR	Unload from Right Side

At the request of the receiving customer or as a result of incorrect placarding or shipping instructions by shipper, FEC will turn or reposition a car based on line-haul charges and to/from receiving customer to/from turning point. Charges will be assessed based on circumstances necessitating turning or repositioning of the car. When FEC receives a request to turn or reposition a car after initial placement of the car, the following charges will apply; in addition to any applicable charges:

- 0 - 50 miles \$350
- 51 - 100 miles \$450

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- 101 - 150 miles \$550
- 151 and over miles \$750

4.4 – Closing Doors on Cars

Loaded cars will not be moved unless all doors, hatches, gates and tie-down devices are secured. Additional Intra-Terminal Switch charges will apply if any subsequent trips to the customer are necessary due to doors, etc., not being secured.

Empty cars, when it becomes necessary for FEC or their contractor, to close doors, hatches, gates or secure tie-down devices, a charge of \$300 per car will be assessed against the customer releasing said car(s). FEC will provide this service pending resources are available to accommodate.

4.5 – Car Placement

Release Railcars Empty

Once logged into [FECD Connect](#), select the Release Railcars application to release empty and request loaded cars. For detailed instructions please click [here](#).

Requesting Cars with Spotting Instructions

Once logged into [FECD Connect](#), select the Equipment Trace application to request cars you would like to have delivered on your next scheduled spot. For detailed instructions please click [here](#).

Storage and demurrage charges will be calculated as outlined in [Section 6.2](#).

A. Cars held for spotting instructions

Customer must provide car order information to FEC with the requested spot date at time of ordering car.

- a. Shipper Assigned Car(s): The notification that an empty car is available.

- b. Other than Shipper Assigned Car(s):

- i. The notification, actual or constructive placement, of empty car(s) placed on orders of the consignor.
- ii. Cars held by FEC will be constructively placed on "order date" if the car order is not cancelled prior to the order date or, if FEC has not received placement instructions.

B. Cars released by Customer to FEC

Released cars must include the following:

1. Car(s) placed on the interchange tracks of a consignor, who performs its own switching, must be returned to the interchange track for release.
2. Improperly loaded or overloaded car(s) at origin will not be considered released until the load has been adjusted properly.
3. A car to be held for official grading or inspection at origin will not be considered released until such time as the grading and inspection is complete.

C. Cars Released Empty, when Actually Loaded or Released Loaded when Actually Empty

- If a car is released empty and found to be loaded or vice versa, the customer will be assessed a fee of \$150 in addition to any charge outlined in [Section 4.3](#).

D. Cars ordered and not used (Placed cars), FEC will assess a charge of \$275 per car.

E. Cars ordered and not used (Not placed), FEC will assess a charge of \$150 per car.

F. Cars released however are not available to pull; FEC will assess a charge of \$175 per car.

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SECTION 5: SPECIAL HANDLING



5.1 – Diversions or Reconsignment

When a request is made to the FEC by the Shipper, or Consignee to modify any of the shipment instructions noted below, a diversion/reconsignment charge of \$350 per request will be assessed to the requesting party:

- Change in the name of the Shipper, Consignee, or in care of party
- Change in the destination
- Change in the route

If this request is received prior to the car being received or delivered at interchange, no charge will be assessed. Cars stopped, diverted or re-consigned are subject to demurrage charges as described in *Section 6*.

Diversion or re-consignment orders will not be accepted by FEC for cars that are no longer within FEC's control. FEC reserves the right to refuse a request for diversion or reconsignment.

5.2 – Cars Received in Error

When loaded or empty cars are received by FEC from a connecting carrier that are not consigned to FEC or its customer(s) will be treated as cars received in error and charge of \$200 will be assessed against the interchanging Carrier.

5.3 – Rejected, Refused, or Returned Shipments

Unless restricted, shipments reaching destination and not unloaded (for reasons other than an FEC error), may be returned to the original shipping point via the reverse route at the same price and conditions, unless a lower price exists for such return shipments.

5.4 – Transporting Locomotives

FEC will approve the movement of locomotives privately owned, leased or foreign subject to a line haul charge contingent upon the locomotive(s) moving within the FEC published train service. Any switching charges accrued will be assessed to the shipper. Prior to moving said locomotive, contact FEC Marketing and Sales Manager for special arrangements for this movement.

All locomotives are subject to a joint inspection by both the Carrier mechanical personnel and connecting carrier mechanical personnel. Any locomotives that fail inspection will be rejected. FEC will assume no liability while moving locomotives.

5.5 – Special Car Restrictions

The handling of a car in excess of 89 feet in length, with a marked capacity greater than 210,000 pounds, in excess of Plate F dimensions or with six (6) or more axles shall be handled on a permit basis only, and special handling charges may be applied. Any requests for special clearances of high, wide or heavy equipment should be cleared through the FEC's Customer Service team before movement.

5.6 – Overweight Cars

When a car is overloaded (car or rail limits), the shipper will be notified and given the opportunity to take corrective action. An administration charge of \$750 will be assessed for this event, in addition to any cost accrued for the service of weighing when performed at the FEC facility.

5.7 – Special Train Service

Upon request, special train service may be provided when FEC determines that sufficient locomotives and crews

FEC CARLOAD DIRECTORY

SECTION 5: SPECIAL HANDLING

are available to provide such service during prescribed scheduled operating and switching times. FEC will assess a special train charge of \$120/mile with a minimum of 110 miles. To request special train service, please contact our FEC Customer Service Team.

5.8 – Handling of Unsafe Cars

When a car is deemed unsafe based on the criteria bullet

points listed below, a penalty of up to \$10,000 may be assessed to the Shipper:

- A car is overloaded, imbalanced or has a shifted load
- A car is spilling, leaking, or dusting
- A car containing TIH/PIH commodities or residue is identified moving on the FEC's line for which shipping instructions were not regulatory compliant.



FEC CARLOAD DIRECTORY

SECTION 6: RAIL DEMURRAGE & STORAGE



6.1 – Non-Chargeable Days

- Saturdays, Sundays, and Holidays will be considered non-chargeable when the car has been tendered within 24 hours before the Sunday or Holiday.
 - If the free time on the car has already expired and customer is in chargeable days, then all subsequent Saturdays, Sundays and Holidays are chargeable.
- To view the FEC Holiday schedule click [here](#) and refer to the current Holiday service announcement
- FEC will not apply demurrage or storage charges in the event Force Majeure has been declared
- An allowance for missed switching will be made for cars held under Constructive Placement Notification when FEC is unable to place the cars in response to the customer's orders.

6.2 – Demurrage and Storage Calculations

Demurrage clock starts the next day at 00:05 after FEC notifies the Customer of Constructive Placement of a railcar, or Actual Placement of a railcar and continues until railcar(s) are released with complete shipping instructions:

- Empty or reloaded (on loaded railcar(s) placed)
- Loaded (on empty railcar(s) placed)
- Partially unloaded (for loaded railcar(s) with multiple unloading locations)
- Diverted or reconsigned (on loaded railcar(s) placed)
- Empty when ordered for loading and not used
- Automatic constructive placement starts 24 hours after arrival

Private Car Storage is charged when private railcars are held waiting on a railroad's tracks; usually for loading, unloading, or awaiting Shipment Instructions. Storage charges start at 00:05 after FEC notifies the Customer and continues until placement or shipping instructions are received.

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

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

When any of these events occur demurrage or storage time begins the 00:05 after notification and continues until disposition is received by FEC.

6.3 – Storage charges for private railcars held on FEC tracks

Storage charges will be assessed for all private railcars that are dwelling on FEC tracks.

A. Private cars receive 24 hours of free time for loading and 48 hours of free time for unloading; storage calculations are assessed as follows:

Private Empty Cars held on FEC tracks for loading or unloading (excluding hazardous materials):

- Days 1 – 3: \$45 per railcar

FEC CARLOAD DIRECTORY

SECTION 6: RAIL DEMURRAGE & STORAGE

- Days 4 – 8: \$65 per railcar
- Days 9+: \$85 per railcar

6.4 – Demurrage charges for railroad controlled railcars

A. Railroad controlled cars hauling other than aggregate receive 24 hours of free time for loading or 48 hours of free time for unloading. At the expiration of the free time allowance, demurrage charges are assessed as follows:

- Days 1 – 3: \$45 per railcar
- Days 4 – 8: \$65 per railcar
- Days 9+: \$85 per railcar

B. Railroad controlled cars hauling aggregate receive 24 hours of free time for loading or unloading. At the expiration of the 24 hour free time allowance demurrage charges are assessed as follows:

- Days 1: \$45 per railcar
- Days 2 – 6: \$85 per railcar
- Days 7+: \$125 per railcar

C. Free Time allowance will begin either when railroad controlled cars are Constructively Placed or Placed, whichever is earlier. At the expiration of free time, demurrage charges will be assessed until cars are released back to FEC.

1. Railroad controlled railcars held on FEC tracks due to a receiver's inability to accept the railcar will be considered as constructively placed.

D. Unless otherwise advised in writing, in advance of accruing charges, demurrage charges will be assessed against the shipper or consignee.

E. If through railroad error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued if not for the error; bunching and run-around of car(s)

will not be considered as a railroad error.

6.5 – Heavy Duty Flatcar Charge

Use and detention charges for heavy duty flatcars are determined on a case by case basis due to the highly specialized nature of these railcars and the variety of heavy duty flatcar types and configuration.

6.6 – Leasing of Railroad Tracks

FEC's tracks may be leased to customers, subject to availability and pursuant to terms and conditions of special agreements. Requests for lease of tracks must be received in writing through the Manager of Customer Service stating the number of car spots requested and the estimated duration of the storage needed. Cars placed in storage must bear private marks and free of car hire. Cars held on FEC's lease tracks will not be subject to demurrage or storage charges. When FEC receives a request to switch car in or out of the lease track, the intra terminal switch charge will be assessed; as outlined in *Section 4.2.C*.

6.7 – Storage on Motor Vehicles at Miami, FL

Upon request of consignor or consignee and subject to space availability, inbound motor vehicles, freight or passenger, having immediate prior movement by rail, which vehicles are held on FEC's Miami Automobile Facility after being unloaded from rail equipment at such terminal, will be assessed storage charges as outlined herein after expiration of free time. Forty-eight hours of free time will be allotted and will be calculated from 12:05AM from the following date of unloading. Free time will not be allotted for cars arriving via motor carrier. The storage clock will begin immediately upon unloading at the Miami facility.

Storage charges will accrue as follows after free time expires:

- 1 – 7 Days: \$15/day
- 8 – 30 Days: \$20/day
- > 30 Days: \$25/day

FEC CARLOAD DIRECTORY

SECTION 7: HAZMAT SHIPMENTS



7.1 – Hazardous Materials

Hazardous Materials are defined as “Hazardous Wastes” and “Hazardous Substances” as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof. Explosives are defined as Class A, B, and C Explosives as named in Part 172, Commodity List, and Tariff Bureau of Explosives (BOE) 6000-Series.

Pursuant to 49 CFR § 174.16, Consignees are required to accept delivery of carload traffic of hazardous materials within 48 hours after notice of arrival has been sent or given to the Consignee. Consignees that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of cars.

For the purpose of this Directory, the term “loss” shall mean any loss, injury, or damage which arises out of transloading, unloading and loading, transportation or disposition (including treatment, storage or disposal) of the Hazardous Materials. Including, but not limited to, loss or damage to property (including, without limitation, the property of either of the parties hereto) or to natural resources; injury or death of any person or persons (including, without limitation, employees of FEC); claims, liabilities, damages, fines or penalties; costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, state or local laws and regulations; fees including, but not limited to, attorney, consultant, and expert witness fees; and costs of investigation.

Shipper hereby agrees to indemnify and hold harmless FEC, its officers, agents and employees, from and against any and

all claims, demands, liabilities and lawsuits brought by any third party or governmental agency under any theory of law against FEC seeking to hold FEC liable for any loss to the extent that the loss is caused by Shipper's act or omission, or act or omission of Shipper's own customer or contractor, Shipper's violation of any law or regulation, Shipper's failure to accept delivery, or Shipper's breach of any other requirement including, but not limited to, Shipper's failure to provide proper identification of the Hazardous Materials to be transported, whether or not Shipper relied on other parties for said identification.

Shipper hereby agrees to indemnify and hold harmless FEC, its officers, agents, and employees from and against any claim for loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of hazardous waste product by Shipper, another rail carrier, or contractor, or other transporter designated by Shipper, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by Shipper.

Notwithstanding any other provision in this Directory, Shipper shall, regardless of the cause, be fully liable for and shall indemnify FEC, its officers, agents, and employees against any loss to the extent and only to the extent that such loss or any portion of such loss is attributable to the release or spill of a hazardous waste material which is not identified on the bill of lading or manifest.

Notwithstanding any other provision in this Directory, Shipper shall indemnify and hold harmless FEC and the actual owners of equipment used hereunder from and against any and all liability for loss resulting from future use of or exposure to the equipment where such loss arises from Shipper's failure or negligence in inspecting and/or

FEC CARLOAD DIRECTORY

SECTION 7: HAZMAT SHIPMENTS

decontaminating equipment prior to release to Subscribing Carrier or delivering railroad or motor carrier.

Knowledge on the part of one party of any violation of any terms of this Directory by the other party shall constitute neither negligence nor acceptance in such violation, and shall in no event relieve either party of any of the responsibilities and indemnity obligations assumed in this Directory.

References to FEC and Shipper as used in this Directory shall include the officers, agents and employees of FEC and Shipper. Shipper and FEC further agree that each and all of its indemnity commitments in this Directory shall extend to and include the parent and all subsidiary and affiliated companies of Shipper and FEC and their respective officers, agents and employees.

7.2 – Packaging (applicable on regulated commodities)
Shipper must package all shipments in accordance with [Rules 5, 40, 41 and 51 of the Uniform Freight Classification, UFC 6000 Series](#).

7.3 – Dangerous Goods and Hazardous Materials (Excluding TIH / PIH) Free Time
Loading and unloading 0 days of free time: \$100 per railcar per day.

7.4 – TIH/PIH Commodities
A. Procedure on Delivery and Placement of Cars:
Customer shall be prepared to receive carloads of TIH/PIH commodities immediately upon notification of availability at

destination. There will not be free time granted to customer once notification takes place.

Charges will begin at 12:05AM the morning after customer tender/notification or the first day of deliverable service, whichever occurs first.

If a receiver/customer or receiving location is unable to accept a TIH/PIH commodity carload when it is first tendered/notified and available for delivery, and Florida East Coast Railway must then hold the car(s) in its rail facilities, a charge of \$1,000 per car, per day or portion thereof will be assessed until the car(s) are placed at its billed destination. *Appendix B* contains the list of STCC codes that fall under the category of TIH/PIH and will be applicable in assessment of the daily charge and handling.

B. Procedure on any Major Adjustment for TIH/PIH Cars
When FEC provides any of the following tasks to a TIH/PIH car, a charge equating to actual cost plus 25% (minimum \$1,000) will be assessed to the party requesting or requiring the services:

- Car needs readjusting for reducing, loading, or unloading of a shipment
- Repair or cleaning equipment, or clean-up of leaked/spilled materials
- Applying sprays or suppressants to the shipment or contents



FEC CARLOAD DIRECTORY

SECTION 8: EQUIPMENT



8.1 – Loading And Unloading

The responsibility for loading and unloading railcars will be that of the Shipper and/or Consignee. Shipper and/or Consignees must load all cars in accordance with the Association of American Railroad's (AAR) Circular 42 Series and appropriate AAR commodity loading publications and revisions thereof, or as approved by the rail carriers involved.

All unused securement devices must be returned to and stored in the same car from which removed and devices must be secured.

To inquire about loading and unloading requirements for FEC, contact FEC's Customer Service team.

8.2 – Dunnage and Shipping Devices or Containers

When racks, crates, trays, bins, etc... are being returned, the return movement shall be deemed as a loaded movement and may be subject to freight charges for return.

If a car containing racks, crates, trays, bins, etc... is placed at a customer and all are removed and there is no loaded movement in connection with this car, the initial movement of this car into the customer and will be subject to line-haul charges.

Temporary blocking, flooring or lining, corrugated fiberboard or plywood separators or dividers, standards, strips, stakes or similar bracing or supports (hereafter referred to as dunnage), bulkheads, partitions, temporary doors or door protection, not constituting a part of the

car, when required to protect and make freight secure for shipment, will be furnished and installed by Shipper or Consignee at their expense.

8.3 – Cars Released not Cleaned

Consignee is responsible for unloading all material from the rail car. This includes lading, dunnage, loading or unloading enhancement materials, or any other miscellaneous debris. Failure to comply with these rules will result in Consignee being charged for all associated removal costs.

If a car is released with dunnage, trash, damage, or still under load or partially loaded or with trash or debris on tracks or vicinity around tracks making it impossible to pull car a charge of \$300 per car will be assessed to the customer releasing the railcar.

If railcars are billed back to unloading station for removal of any debris left in car a charge of \$500 per car will be assessed to customer releasing car in addition to any applicable line-haul charges.

8.4 Mileage Charges

A. Privately Owned Cars

FEC will not pay mileage charges on privately owned cars when moving from, to or via stations on the FEC.

B. Empty Railway Cars, Moved On Own Wheels:

- 0 - 150 miles \$500
- 151 - 250 miles: \$600
- 251 and over miles: \$700

FEC CARLOAD DIRECTORY

SECTION 9: LOSS & DAMAGE LIABILITY



9.1 – Defining the Effective Date

The date appearing, as the bill of lading date will be considered the transportation date for application of rates charges and provisions.

9.2 – Time Limit for Filing Claims

Claims for loss or damage to cargo, commodities and/ or freight must be filed in writing and received by FEC within 9 months after the date of delivery of the shipment to destination. In the event that a claim is denied, suits for recovery must be filed within 2 years and 1 day after notice of claim denial was given in writing.

All claims filing should be submitted to the FEC Freight Claims Department to one of the following:

- Mail to: 7411 Fullerton Street, Suite 300, Jacksonville, Florida 32256
- Email: freightclaims@fecrwy.com

Claims filed by the Shipper for \$250 or less for damage or cargo loss will not be accepted or paid by FEC. In addition, the Shipper hereby waives any and all recovery, remedies and/or rights with respect to such claims.

9.3 – Loss and Damage Claims and Liability

A. Upon delivery, if there is commodity damage found when the car is opened the Consignee shall immediately notify FEC of the damage. FEC will facilitate an inspection of the damage while the car is still under load.

The FEC Freight Claims Department can be reached during normal business hours (excluding the Weekends and Holidays) by phone at 904-538-6337, or by email at

freightclaims@fecrwy.com. After normal business hours, please contact our FEC Customer Service team.

1. When shortages are noted and attributed to the rail carrier, the shortages must be reported to FEC Freight Claims Department by phone at 904-538-6337, or by email at freightclaims@fecrwy.com immediately
2. Failure to promptly notify FEC as prescribed herein shall constitute an unconditional release by the Shipper of any responsibility on the part of FEC to process or pay a claim relating to the shipment.

At FEC's request, the Shipper shall preserve and make available for inspection all damaged commodities and all commodities received in good condition, all packaging, material, dunnage, blocking and bracing and security devices to assist the inspector in determining the cause of the damage or shortage.

At the time car(s) are interchanged on or off FEC Terminals, the seal records should be verified. All seal discrepancies should be immediately brought to the attention of FEC authorized personnel for documentation purposes.

3. At the time car(s) are interchanged on or off FEC terminals, the seal records should be verified and if there are any discrepancies with the seal record, it should be immediately brought to the attention of FEC or its authorized personnel for verification and documentation. Documentation must be made before the Drayman leaves the FEC terminals.

FEC CARLOAD DIRECTORY

SECTION 9: LOSS & DAMAGE LIABILITY

B. On interline forwarded shipments; the Consignee may call upon the destination Carrier for inspection and verification of damage. Any claim for damages may be filed with either the destination or origin Carrier for any alleged loss or damage to the commodity. FEC is not liable for any shortage unless there is a proven defective seal record. All shortage claims must include a loading and unloading tally. Claim procedures, not otherwise provided for, shall be governed by 49 C.F.R. 1005.

C. If there is any incident while the car(s) is in the possession of FEC and loss or damage occurs FEC shall be responsible to the extent the loss or damage is caused by the negligence of FEC and is subject to the limits set forth in *Section 9.4.A* and *Section 9.5.B*. If any improperly sealed car is received, FEC will properly seal that car, however, FEC will not be liable for any shortage.

D. FEC will not be liable for loss, damage, delay or any other event beyond FEC's control caused by an act of God (including but not limited to, high winds, floods, hurricanes, earthquakes, tornadoes, and unusually severe weather) as well as fire, explosions, strikes or other labor disturbances, riots, war, insurrection, acts of terrorism, acts of civil disobedience, acts of a public enemy, public offense, the authority of law, acts of governmental authority, the inherent quality or characteristic of the commodity, national shrinkage, an act or default of the Shipper or for shipments stopped and held enroute or redirected at the request of the Shipper.

E. FEC's responsibility as a Common Carrier for property not removed by the Party entitled to receive it at destination shall end at the expiration of free time as defined in this Directory. Either storage arrangement shall extinguish any and all further liability and responsibility on the part of FEC.

A car or cargo that is stored or warehoused shall be subject to a lien for all unpaid transportation and other applicable charges, including storage charges. FEC will endeavor to, but not be obliged to, notify the Shipper within 48 hours of knowledge of the storage of the shipment. The Shipper will have 30 days from actual or attempted notification to authorize, in writing, redelivery of the car and/or cargo to another location, as the Shipper's sole cost and expense.

If such written authorization is not timely received, the failure

shall constitute an unqualified authorization to FEC or Carrier to make arrangements for the sale of the car and/ or cargo.

The proceeds of any such sale shall be first applied to the payment of all costs of sale, then to charges due, including but not limited to transportation charges and storages charges. Any amounts remaining shall be remitted to the Shipper.

9.4 – Cargo Value and Carmack Liability

A. Unless otherwise expressly stated, all rates and divisions quoted subject to this Directory shall apply only to shipments, the value of which is \$250,000 or less per car load and FEC liability for any such shipment moving under these rates/divisions shall not exceed a maximum of \$250,000, regardless of whether the actual value of the shipment is greater than \$250,000 per carload. Any shipment whose value is not stated, or whose value is incorrectly stated by the Shipper at \$250,000 or less per car load, shall be deemed to be valued at no more than \$250,000 per car load regardless of whether the actual value or correct value of the shipment is greater than \$250,000.

B. FEC's liability is also limited to the released valuation Return to Table of Contents 12 for applicable items as listed in the Uniform Freight Classification 6000 series. In no event shall FEC be responsible for any special consequential, indirect or punitive damages, interest or attorney's fees.

C. Alternative liability provisions – "Carmack" coverage is common law carrier liability as codified in 49 U.S.C. 11707 (the "Statute"). Under Carmack coverage, liability is not limited or restricted by any obligation or restriction imposed under this item unless that limitation or restriction is also permitted under the Statute. The \$250,000 limitation of liability under *Section 9.4. Item A* above does not apply to any shipment under Carmack coverage. Rates for shipments subject to this Directory do not include Carmack coverage, unless the rate quote expressly states otherwise in writing.

Carmack coverage may be obtained through a negotiated special rate authority, but in no case will be less than the applicable FAK rate plus 50% of that rate. Payment for Carmack coverage for a shipment shall be subject to all of the same terms and conditions, including due date, that govern payment of the basic freight charges on that shipment. Carmack coverage, as provided in this item, applies only

FEC CARLOAD DIRECTORY

SECTION 9: LOSS & DAMAGE LIABILITY

while the shipment is in the possession of FEC and, unless language expressly selecting “Carmack” is included in the original shipping instructions, any tender of freight for transportation under this Directory will be accepted under the liability coverage provided under *Section 9.4.A*, and not under Carmack coverage.

9.5 – Cargo Loss and Damage

A. FEC responsibility for loss and damage hereunder shall not commence until the loaded car is accepted by FEC at origin for movement.

B. FEC responsibility for loss or damage hereunder shall cease when loaded car(s) is delivered by FEC at destination.

C. In the absence of any other evidence, a Seal Breach alone does not create the presumption of loss or contamination to the cargo.

D. All necessary packing and storing of goods in the car shall be performed by the Shipper or his agent, and FEC assumes no responsibility for damages due to improper or insufficient packing, bracing or storage of goods.

E. FEC will not be responsible for damage caused to shipments, cars, devices or equipment by the failure to function or improper functioning of automatically controlled devices for refrigeration or heating.

F. The Shipper will pay FEC (or reimburse, if FEC has paid another) for all costs, loss or damage arising from or in connection with, directly or indirectly, by any lading not properly blocked and/or braced in keeping with AAR standards. To include any damages incurred to railcar(s) or FEC track(s)

G. FEC shall not be responsible for the payment of any shipper incurred government assessed fees, taxes, fines and/or penalties of any type whatsoever, unless directly caused by the sole negligence of FEC.

H. FEC will not be responsible for damage to lading due to defective equipment when the equipment has been obtained by user from a non-railroad car, thereby denying rail carrier the opportunity to inspect the equipment prior to loading.



FEC CARLOAD DIRECTORY

APPENDIX A - SUMMARY OF CHARGES

Section #	Description	Charges(s)
2.3	Returned Check Fee	\$100 per check
2.8	Requests for Additional Invoice Copies	\$10 per invoice
3.1	Shipping Instructions / late tendering of Bill of Lading	\$175 per incident
3.1.A	Incorrect Contract or Agreement Used	\$500 per shipment
3.5.4	Refused notification storage charges Days 1 - 3	\$45 per railcar / day
3.5.4	Refused notification storage charges Days 4 - 8	\$65 per railcar / day
3.5.4	Refused notification storage charges Days 9+	\$85 per railcar / day
4.1	Switching Requests / manual entry	\$50 per request
4.2.A	Intra-Plant Switching	\$175 per car per intra-plant
4.2.B	Intra-Terminal Switching	\$300 per car per request
4.2.C	Request to switch outside of normal service hours 0-10 crew miles	\$400 per occurrence
4.2.C	Request to switch outside of normal service hours 11-25 crew miles	\$500 per occurrence
4.2.C	Request to switch outside of normal service hours 26-50 crew miles	\$600 per occurrence
4.2.C	Request to switch outside of normal service hours 51-100 crew miles	\$750 per occurrence
4.3	Turning cars 0 - 50 miles	\$350 per car
4.3	Turning cars 51 - 100 miles	\$450 per car
4.3	Turning cars 101 - 150 miles	\$550 per car
4.3	Turning cars 151+ miles	\$750 per car
4.4	Closing Doors on Cars	\$300 per car
4.5.C	Cars released in error	\$150 per car
4.5.D	Cars ordered and not used (placed cars)	\$275 per car
4.5.E	Cars ordered and not used (not placed cars)	\$150 per car
4.5.F	Cars released, unable to pull	\$175 per car
5.1	Diversion / Reconsignments	\$350 per request
5.2	Cars Received in Error	\$200 per car
5.6	Overweight Cars	\$750 per car
5.7	Special Train service	\$120/mi; min 110 miles
5.8	Handling of unsafe cars	up to \$10,000 per car
6.3.A	Private empty cars storage calculations after free time expires Days 1 - 3	\$45 per railcar / day

Section #	Description	Charges(s)
6.3.A	Private empty cars storage calculations after free time expires Days 4 - 8	\$65 per railcar / day
6.3.A	Private empty cars storage calculations after free time expires Days 9+	\$85 per railcar / day
6.4.A	Demurrage Charges for railroad controlled cars hauling other than aggregate after free time expires Days 1 - 3	\$45 per railcar / day
6.4.A	Demurrage Charges for railroad controlled cars hauling other than aggregate after free time expires Days 4 - 8	\$65 per railcar / day
6.4.A	Demurrage Charges for railroad controlled cars hauling other than aggregate after free time expires Days 9+	\$85 per railcar / day
6.4.B	Demurrage Charges for railroad controlled cars hauling aggregate after free time expires Day 1	\$45 per railcar / day
6.4.B	Demurrage Charges for railroad controlled cars hauling aggregate after free time expires Days 2 - 6	\$85 per railcar / day
6.4.B	Demurrage Charges for railroad controlled cars hauling aggregate after free time expires Days 7+	\$125 per railcar / day
6.7	Storage charges on motor vehicles at Miami, FL after free time expires 1-7 Days	\$15 per auto per day
6.7	Storage charges on motor vehicles at Miami, FL after free time expires 8-30 Days	\$20 per auto per day
6.7	Storage charges on motor vehicles at Miami, FL after free time expires 30+ Days	\$25 per auto per day
7.3	Dangerous Good & Hazardous Materials after free time expires	\$100 per railcar per day
7.4.A	Holding of TIH/PIH cars on FEC network	\$1,000 per car per day
7.4.B	Adjustments for TIH/PIH cars	cost plus 25% (minimum \$1,000) per car
8.3	Cars released not cleaned	\$300 per railcar
8.3	Request to return car to remove debris	\$500 per car per direction
8.4.B	Mileage Charges 0 - 150 miles	\$500 per car
8.4.B	Mileage Charges 151-250 miles	\$600 per car
8.4.B	Mileage Charges 251+ miles	\$700 per car

FEC CARLOAD DIRECTORY

APPENDIX B - TIH PIH STCC

List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH) (HazardZone A, B, C, or D)

–	4821019	Waste Allyl Alcohol UN 1098 I B
–	4821261	Waste Toxic Liquid, corrosive, inorganic, n.o.s. UN 3289 I B
–	4821722	Waste Hexachlorocyclopentadiene UN 2646 I B
–	4830030	Waste Sulfuric acid, fuming UN 1831 I B
2819815	4904209	Ammonia, Anhydrous UN 1005
2819815	4904210	Ammonia , Anhydrous UN 1005
2819815	4904211	Ammonia, Solution UN 3318
3533945	4904879	Ammonia, Anhydrous UN 1005
2899991	4907409	Isobutyl Isocyanate UN 2486 I A
2899991	4907434	Ethyl Isocyanate UN 2481 I A
2899991	4909306	Isopropyl Isocyanate UN 2483 I A
2899991	4909307	Methoxymethyl Isocyanate UN 2605 I A
2899991	4910370	Methacrylonitrile, Stabilized UN 3079 I B
2899991	4916138	Pentaborane UN 1380 I A
2899991	4918180	Tetranitromethane UN 1510 I B
2899991	4918505	Bromine Pentafluoride UN 1745 I A
2899991	4918507	Bromine Trifluoride UN 1746 I B
2818890	4920101	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 A
2818890	4920102	Compressed Gas, toxic, flammable , corrosive, n.o.s. UN 3305 A
2818890	4920103	Compressed Gas, toxic, oxidizing, corrosive, n.o.s. UN 3306 A
2818890	4920104	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 A
2818890	4920105	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 A
2818890	4920106	Selenium Hexafluoride UN 2194 A
2818890	4920107	Diborane UN 1911 A
2818890	4920108	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 A
2818890	4920110	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 A
2818890	4920111	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 A
2813975	4920112	Nitric Oxide, Compressed UN 1660 A
2818890	4920309	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 C
2818890	4920310	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 D
2818890	4920311	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 B
2818890	4920312	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 B
2818890	4920313	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 C
2818890	4920314	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 B
2818890	4920315	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 D
2818890	4920316	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 C
2818890	4920317	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 B
2818890	4920318	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 D
2818890	4920319	Liquefied gas, toxic, oxidizing , n.o.s. UN 3307 C
2818890	4920320	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 C
2818890	4920321	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 D
2818890	4920322	Insecticide gases, toxic, flammable , n.o.s. UN 3355 C
2818890	4920323	Insecticide gases, toxic, flammable , n.o.s. UN 3355 D
2818890	4920324	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 B
2818890	4920325	Liquefied gas, toxic , oxidizing , corrosive, n.o.s. UN 3310 D
2818890	4920331	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 C
2818890	4920337	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 B
2818890	4920342	Ethylene Oxide and Carbon Dioxide mixture UN 3300 D
2818890	4920343	Carbon Monoxide and Hydrogen mixture, Compressed UN 2600
2818890	4920344	Oil Gas, Compressed UN 1071
2813964	4920346	Trifluorochloroethylene, Stabilized UN 1082 C
2818890	4920347	Trifluoroacetyl Chloride UN 3057 B

FEC CARLOAD DIRECTORY

APPENDIX B - TIH PIH STCC

List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH) (HazardZone A, B, C, or D)

2818890	4920348	Hydrogen Iodide, anhydrous UN 2197 C
2899991	4920349	Boron Trichloride UN 1741 C
2818890	4920351	Carbonyl Sulfide UN 2204 C
2899991	4920352	Chlorine Trifluoride UN 1749 B
2818239	4920353	Ethylene Oxide or Ethylene Oxide with Nitrogen UN 1040 D
2818890	4920354	Germane UN 2192 B
2818890	4920309	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 C
2818890	4920310	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 D
2818890	4920311	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 B
2818890	4920312	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 B
2818890	4920313	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 C
2818890	4920314	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 B
2818890	4920315	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 D
2818890	4920316	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 C
2818890	4920317	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 B
2818890	4920318	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 D
2818890	4920319	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 C
2818890	4920320	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 C
2818890	4920321	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 D
2818890	4920322	Insecticide gases, toxic, flammable, n.o.s. UN 3355 C
2818890	4920323	Insecticide gases, toxic, flammable, n.o.s. UN 3355 D
2818890	4920324	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 B
2818890	4920325	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 D
2818890	4920331	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 C
2818890	4920337	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 B
2818890	4920342	Ethylene Oxide and Carbon Dioxide mixture UN 3300 D
2818890	4920343	Carbon Monoxide and Hydrogen mixture, Compressed UN 2600
2818890	4920344	Oil Gas, Compressed UN 1071
2813964	4920346	Trifluorochloroethylene, Stabilized UN 1082 C
2818890	4920347	Trifluoroacetyl Chloride UN 3057 B
2818890	4920348	Hydrogen Iodide, anhydrous UN 2197 C
2899991	4920349	Boron Trichloride UN 1741 C
2818890	4920351	Carbonyl Sulfide UN 2204 C
2899991	4920352	Chlorine Trifluoride UN 1749 B
2818239	4920353	Ethylene Oxide or Ethylene Oxide with Nitrogen UN 1040 D
2818890	4920354	Germane UN 2192 B
2813950	4920355	Methyl Mercaptan UN 1064 C
2818890	4920356	Perchloryl Fluoride UN 3083 B
2818890	4920357	Silicon Tetrafluoride UN 1859 B
2819815	4920359	Ammonia, Anhydrous UN 1005 D
2819815	4920360	Ammonia, Solution UN 3318 D
2818890	4920368	Liquefied gas, toxic, n.o.s. UN 3162 C
2818890	4920369	Liquefied gas, toxic, n.o.s. UN 3162 D
2818890	4920371	Tungsten Hexafluoride UN 2196 B
2818890	4920373	Compressed Gas, toxic, n.o.s. UN 1955 D
2818890	4920375	Compressed Gas, toxic, n.o.s. UN 1955 C
2818890	4920378	Compressed Gas, toxic, flammable, n.o.s. UN 1953 C
2818890	4920379	Compressed Gas, toxic, flammable, n.o.s. UN 1953 D
2818890	4920380	Liquefied gas, toxic, flammable, n.o.s. UN 3160 C
2818890	4920381	Liquefied gas, toxic, flammable, n.o.s. UN 3160 D
2818890	4920382	Liquefied gas, toxic, flammable, n.o.s. UN 3160 B
2879951	4920392	Chloropicrin and Methyl Chloride mixtures UN 1582 B

FEC CARLOAD DIRECTORY

APPENDIX B - TIH PIH STCC

List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH) (HazardZone A, B, C, or D) - CONTINUED

2899991	4920394	Methylchlorosilane UN 2534 B
2818890	4920395	Cyanogen UN 1026 B
2818890	4920396	Compressed Gas, toxic, flammable, n.o.s. UN 1953 B
2818890	4920398	Dichlorosilane UN 2189 B
2813932	4920399	Carbon Monoxide, Compressed UN 1016 D
2813920	4920502	Hydrogen Bromide, anhydrous UN 1048 C
2813922	4920503	Hydrogen Chloride, anhydrous UN 1050 C
2813922	4920504	Hydrogen Chloride, refrigerated liquid UN 2186 C
2818890	4920505	Compressed Gas, toxic, n.o.s. UN 1955 C
2819997	4920508	Sulfur Dioxide UN 1079 C
2818890	4920509	Nitrosyl Chloride UN 1069 C
2818890	4920510	Gas Identification set NA 9035
2813932	4920511	Carbon Monoxide, refrigerated liquid NA 9202 D
2813946	4920513	Hydrogen Sulfide UN 1053 B
2818890	4920515	Hexaethyl tetraphosphate and compressed gas mixtures UN 1612 C
2813914	4920516	Chloropicrin and Methyl Bromide mixtures UN 1581 B
2813914	4920518	Methyl Bromide UN 1062 C
2819972	4920522	Boron Trifluoride UN 1008 B
2812815	4920523	Chlorine UN 1017 B
2818890	4920526	Sulfuryl Fluoride UN 2191 D
2912130	4920527	Coal Gas, Compressed UN 1023 C
2818890	4920528	Hexafluoroacetone UN 2420 B
2818890	4920530	Organic phosphate, mixed with compressed gas or Organic phosphate compound, mixed with compressed gas or Organic phosphorus compound, mixed with compressed gas NA 1955 C
2818890	4920534	Gas sample, non-pressurized, toxic, flammable, n.o.s. UN 3168
2818890	4920535	Parathion and Compressed gas mixture NA 1967 C
2818890	4920536	Gas sample, non-pressurized, toxic, n.o.s. UN 3169
2818890	4920547	Chloropicrin and Methyl Bromide mixtures UN 1581 B
2879936	4920550	Insecticide gases, toxic, n.o.s. UN 1967 C
2899991	4920556	Compressed Gas, toxic, n.o.s. UN 1955 B
2818890	4920559	Carbonyl Fluoride UN 2417 B
2818890	4920570	Compressed Gas, toxic, n.o.s. UN 1955 B
2818890	4920571	Liquefied gas, toxic, n.o.s. UN 3162 B
2818008	4920715	Bromine Chloride UN 2901 B
2899991	4921000	Toxic by Inhalation liquid, n.o.s. UN 3382 I B
2899991	4921003	Toxic by Inhalation liquid, flammable, n.o.s. UN 3384 I B
2818009	4921004	Allylamine UN 2334 I B
2899991	4921006	Toxic by Inhalation liquid, water-reactive, n.o.s. UN 3386 I B
2899991	4921008	Methyl Phosphonous Dichloride, pyrophoric liquid NA 2845 I B
2899991	4921009	Chloroacetonitrile UN 2668 II B
2899991	4921010	Cyclohexyl Isocyanate UN 2488 I B
2819415	4921016	Phosphorus Trichloride UN 1809 I B
2818410	4921019	Allyl Alcohol UN 1098 I B
2818037	4921020	Ethyl Chloroformate UN 1182 I B
2899991	4921023	Toxic by Inhalation liquid, oxidizing, n.o.s. UN 3388 I B
2899991	4921024	Toxic by Inhalation liquid, corrosive, n.o.s. UN 3390 I B
2819434	4921028	Hydrocyanic acid, aqueous solutions or Hydrogen cyanide, aqueous solutions UN 1613 I B
2899991	4921063	Trimethylacetyl Chloride UN 2438 I B
2818023	4921202	Dimethylhydrazine, Unsymmetrical UN 1163 I B
2899991	4921207	sec-Butyl Chloroformate NA 2742 I B

FEC CARLOAD DIRECTORY

APPENDIX B - TIH PIH STCC

List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH) (HazardZone A, B, C, or D) - CONTINUED

2899991	4921211	Isobutyl Chloroformate NA 2742 I B
2899991	4921213	Trimethoxysilane NA 9269 I B
2815151	4921216	Phenyl Isocyanate UN 2487 I B
2819434	4921239	Hydrogen Cyanide, solution in alcohol UN 3294 I B
2899991	4921245	Methanesulfonyl Chloride UN 3246 I B
2818123	4921248	Crotonaldehyde, Stabilized UN 1143 I B
2818023	4921251	Dimethylhydrazine, Symmetrical UN 2382 I B
2899991	4921252	Isopropyl Chloroformate UN 2407 I B
2899991	4921254	Diketene, Stabilized UN 2521 I B
2899991	4921255	Methyl Orthosilicate UN 2606 I B
2899991	4921275	Methyldichloroarsine NA 1556 I B
2819962	4921287	Toxic by Inhalation liquid, corrosive , n.o.s. UN 3390 I B
2819962	4921288	Toxic by Inhalation liquid, corrosive, n.o.s. UN 3390 I B
2899991	4921304	Methyl Iodide UN 2644 I B
2818915	4921401	Acetone Cyanohydrin, Stabilized UN 1541 I B
2899991	4921402	2-Chloroethanal UN 2232 I B
2899991	4921404	Ethylchloroarsine UN 1892 I B
2818131	4921405	Dimethyl Sulfate UN 1595 I B
2818930	4921413	Phenyl Mercaptan UN 2337 I B
2818830	4921414	Chloropicrin UN 1580 I B
2818138	4921420	Ethylene Chlorohydrin UN 1135 I B
2879934	4921438	Methyl Bromide and Ethylene dibromide mixtures, liquid UN 1647 I B
2899991	4921473	Perchloromethyl Mercaptan UN 1670 I B
2818063	4921487	Methyl Isothiocyanate UN 2477 I B
2899991	4921495	2-Methyl-2-Heptanethiol UN 3023 I B
2818184	4921497	Ethylene Dibromide UN 1605 I B
2818104	4921558	Chloroacetone, Stabilized UN 1695 I B
2899991	4921587	Phenylcarbamylamine Chloride UN 1672 I B
2899991	4921695	Methyl Phosphonic Dichloride NA 9206 I B
2818331	4921722	Hexachlorocyclopentadiene UN 2646 I B
2818168	4921727	Bromoacetone UN 1569 II B
2899991	4921730	n-Butyl Chloroformate UN 2743 I B
2899991	4921741	3, 5-Dichloro-2, 4, 6-Trifluorooxidine NA 9264 I B
2899991	4921742	Ethyl Phosphonous Dichloride, Anhydrous pyrophoric liquid NA 2845 I B
2899991	4921744	Ethyl Phosphorodichloridate NA 2927 I B
2899991	4921745	Ethyl Phosphonothioic Dichloride, Anhydrous NA 2927 I B
2899991	4921746	Chloropivaloyl Chloride NA 9263 I B
2899991	4921756	n-Propyl Chloroformate UN 2740 I B
2899991	4923113	Allyl Chloroformate UN 1722 I B
2815210	4923117	Chloroacetyl Chloride UN 1752 I B
2899991	4923209	Arsenic Trichloride UN 1560 I B
2899991	4923298	Thiophosgene UN 2474 II B
2899991	4927004	Iron Pentacarbonyl UN 1994 I A
2899991	4927006	Ethyleneimine, Stabilized UN 1185 I A
2818101	4927007	Acrolein, Stabilized UN 1092 I A
2818454	4927008	Methyl Chloroformate UN 1238 I A
2818288	4927009	Methyl Isocyanate UN 2480 I A
2819535	4927010	Nickel Carbonyl UN 1259 I A
2899991	4927011	Methylhydrazine UN 1244 I A
2899991	4927012	Methyl Chloromethyl Ether UN 1239 I A
2819434	4927014	Hydrogen Cyanide, stabilized UN 1051 I A

FEC CARLOAD DIRECTORY

APPENDIX B - TIH PIH STCC

List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH) (HazardZone A, B, C, or D) - CONTINUED

2899991	4927018	Toxic by Inhalation liquid, n.o.s. UN 3381 I A
2899991	4927019	Toxic by Inhalation liquid, flammable, n.o.s. UN 3383 I A
2818057	4927022	Methyl Vinyl Ketone, Stabilized UN 1251 I A
2899991	4927023	Toxic by Inhalation liquid, water-reactive , n.o.s. UN 3385 I A
2899991	4927024	Toxic by Inhalation liquid, oxidizing, n.o.s. UN 3387 I A
2899991	4927025	n-Propyl Isocyanate UN 2482 I A
2899991	4927026	tert-Butyl Isocyanate UN 2484 I A
2815207	4927027	n-Butyl Isocyanate UN 2485 I B
2899991	4927028	Toxic by Inhalation liquid, corrosive , n.o.s. UN 3389 I A
2899991	4927099	Toxic by Inhalation liquid, corrosive , n.o.s. UN 3390 I B
2819484	4930024	Hydrogen Fluoride, Anhydrous UN 1052 I C
2819340	4930030	Sulfuric acid, fuming UN 1831 I B
2819325	4930050	Sulfur Trioxide, Stabilized UN 1829 I B
2819422	4930204	Chlorosulfonic Acid UN 1754 I B
2819961	4930260	Sulfuryl Chloride UN 1834 I A
2819215	4931201	Nitric Acid, red fuming UN 2032 I B
2899991	4932010	Boron Tribromide UN 2692 I B
2819416	4932352	Phosphorus Oxychloride UN 1810 II B
2819971	4932385	Titanium Tetrachloride UN 1838 II B
2899991	4933327	Ethyl Chlorothioformate UN 2826 II B
2899991	4935231	Trichloroacetyl Chloride UN 2442 II B
2819919	4936106	Bromine Solutions UN 1744 I B
2819919	4936110	Bromine or Bromine Solutions UN 1744 I A
2819315	4936565	Sulfur Trioxide , Stabilized UN 1829 I B

FEC CARLOAD DIRECTORY

APPENDIX C - FEC NETWORK



FEC CARLOAD DIRECTORY

APPENDIX D - GLOSSARY OF TERMS



AAR

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

Actual Placement

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

Agent

Any third party performing any obligation of a Customer under these Terms and Conditions is deemed to be that Customer's agent.

Auto Ramp

Whether automobiles can physically be loaded and/or unloaded from multilevel cars at this station.

Bunching

When railcars placed for unloading exceed the normal daily placing due to delays or irregularities in filling orders.

Carrier

Participating rail common carrier.

Carrier Car

Any railcar owned or leased by a rail common carrier.

Close Clearance

Any track clearance not in compliance with the requirements of FEC's current Standard Guidelines and Specifications for the Design and Construction of Private Sidetracks.

Consignee

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

Consignor

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

Constructive Placement

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

Contract of Carriage

The contract or quasi-contract for transportation established by the Shipping Instruction, whether pursuant to common carrier pricing or a commercial contract between FEC and a Customer.

Customer

Any Consignor, Consignee, Receiver, or Freight Payer.

Day

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

Demurrage

The fee imposed for the extended usage of a rail asset attributable to the Customer.

Dimensional Load

A Shipment that exceeds standard published clearances for a specific route of movement.

Diversions

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

FEC CARLOAD DIRECTORY

APPENDIX D - GLOSSARY OF TERMS



Embargo

Whether or not a station is closed for the acceptance of traffic due to external circumstances (i.e., weather disasters or worker strikes).

Force Majeure Event

Any of the following conditions, whether natural or deemed force majeure: Act of God; authority of law; labor dispute; weather impediments; fire; explosion; war; insurrection; threatened or actual act of terrorism; or other like causes beyond one's control.

Freight Payer

The Customer primarily responsible for paying the line-haul freight charges for transportation.

Freight Payer Assigned Railcar

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

Governmental Requirements

Any and all laws, regulations, governmental rules, and orders.

Hazardous Materials

Materials categorized as hazardous materials by the U.S. Department of Transportation under the Hazardous Materials Transportation Act (49 U.S.C. §§ 1 80 I ,et seq.) and the Hazardous Materials Regulations (49 C.F.R. Parts 1 70-179) issued thereunder, as amended from time to time.

Intra-Plant Switch

A switching movement from one location to another location within the confines of a Customer facility.

Intra-Terminal

Switch A switching request within FEC's terminal limits, other than an intra-plant switch, where FEC has received a request to switch a car from one location to another within the switching limits of one station or industrial district of FEC.

Lease Track

Track leased to a Customer through a written lease agreement

Loading

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

Loaded Railcar

A railcar that is completely or partially loaded.

Locomotive Switch

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

Order Date

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

Placement

Refers to either Constructive Placement or Actual Placement

Private Car

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

Private Car Storage

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

FEC CARLOAD DIRECTORY

APPENDIX D - GLOSSARY OF TERMS



Private Track

Tracks that are not owned or leased by FEC.

Receiver

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

Reconsignment

The issuance of a new Shipping Instruction by Freight Payer that changes the Consignee of a railcar, or a change in the party responsible for payment of transportation charges (freight payer) of a Shipment.

Release

Occurs when FEC is advised that a railcar, identified By number and location, is empty, or when new Shipping Instructions are received.

Reloading

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

Shipment

Any railcar(s) Tendered to FEC for transportation.

Shipping Instruction

A Uniform Straight Bill of Lading or Electronic Data Interchange packet in a form acceptable to FEC.

Sidetrack

Any Private Track that provides access to a Customer facility.

Station

Any location included in the Tariff OPSL 6000-Series.

Tender

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

Tolerance

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

Ton

2,000 pounds, avoirdupois weight.

Uniform Freight Classification

The Freight Tariff Uniform Freight Classification 6000 Series tariff published by Railinc.

FEC CARLOAD DIRECTORY
APPENDIX E - AMENDMENTS

[illegible]

FEC CARLOAD DIRECTORY

APPENDIX F - HOLIDAYS

The following is a list of holidays for FEC U.S. employees:

Company Holiday	Date
New Year's Day	January 1
President's Day	February 18
Good Friday	April 19
Memorial Day	May 27
Independence Day	July 4
Labor Day	September 2
Thanksgiving Day	November 28
Day after Thanksgiving	November 29
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31