



# NORFOLK SOUTHERN COAL TARIFF NS #1000

Successor publication to NS Conditions of Carriage #2-P and NS Freight Tariffs  
9219-B, 9037-I, and 4007-G\*

\*(Superseding and replacing such documents in their entirety)

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## NORFOLK SOUTHERN

Norfolk Southern Corporation is a leading North American transportation provider. Its Norfolk Southern Railway Company subsidiary operates approximately 20,000 route miles in 22 states and the District of Columbia, serves every major container port in the Eastern United States, and provides efficient connections to other rail carriers. Norfolk Southern operates the most extensive intermodal network in the East and is a major transporter of coal, automotive, and industrial products.

## OUR MISSION

We strive to “be the safest, most customer-focused, and successful transportation company in the world.” NS is committed to providing an injury-free work environment, delivering customers’ products efficiently and reliably, and being a good corporate citizen.

If you have any questions about the terms and conditions of this Document please contact our Coal Department at [utstransportation@nscorp.com](mailto:utstransportation@nscorp.com) or call us at (800)-635-5768. Coal receivers may also contact their sales representatives.

## General Rules and Regulations

### 5. GOVERNING CLASSIFICATION

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Governed by Tariff ICC UFC 6000 Series.

### 10. STATION LISTS AND CONDITIONS

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This tariff is governed by Tariff ICC OPSL 6000 Series as follows:

- (A) For additions or changes in Name, Location, or Abandonments of Stations.
- (B) Prepay Requirements
- (C) Restrictions as to acceptance or delivery of freight
- (D) Changes in station facilities
- (E) When a station is abandoned, all provisions applicable thereto are cancelled, effective on the date of abandonment.

### 20. REFERENCE TO TARRIFS, ITEMS, NOTES, RULES, ETC.

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Where reference is made in this tariff 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.

### 40. CONSECUTIVE NUMBERS

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Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include all of the numbers between: also, both numbers shown.

If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

### 45. CAPACITIES AND DIMENSIONS OF CARS

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For marked capacities, lengths, dimensions and cubical capacities of cars, see the Official Railway Equipment Register R.E.R. Publishing corporation, Agent, ICC RER 6411 Series.

### 99. GLOSSARY

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1. **Actual Placement:** When a car is placed in an accessible position for loading or unloading or at a point designated by Consignor or Consignee.
2. **Coal Unit Train:** Any train with 60 or more cars that is permitted and approved by NS to move in unit train service containing one of the Commodities listed in Item 101 where all of the railcars are moving from a single origin to a single destination.
3. **Consignee:** The party to whom a shipment is consigned or the party entitled to receive the shipment. For purposes of this tariff, Consignee includes any person who receives railcars from a rail carrier for unloading, as more specifically described in 49 CFR Part 1333.

4. **Consignor:** The party in whose name cars are ordered. For purposes of this tariff, Consignor includes any person who receives railcars from a rail carrier for loading, as more specifically described in 49 CFR Part 1333.
5. **Constructive Placement:** When a car cannot be actually placed because of any condition attributable to the Consignor or Consignee, such car will be held at an available hold point and notice will be given to the Consignor or Consignee that the car is held awaiting instructions.
6. **Document:** This Norfolk Southern Coal Tariff NS #1000.
7. **Holidays:** The following days will be considered NS Holidays: New Year's Eve Day, New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Day After Thanksgiving, Christmas Eve Day, Christmas Day.
8. **NS Coal Transload Facilities:** Lamberts Point, VA; Sandusky Dock, OH; Ashtabula Dock, OH; and Wheelersburg Dock, OH.
9. **Overload:** A car for which either the net weight is in excess of the car's load limit or the gross weight is in excess of the track weight limit at any point along the route of movement; this includes overloaded cars attributable to weather conditions.
10. **Payor:** The party primarily responsible for the payment of freight and other charges arising pursuant to this Document, which may be the Consignor, Consignee or some other party who has entered into a credit or payment arrangement with NS pursuant to Item 115.
11. **Private Car:** A car bearing other than railroad reporting marks and which is not a Railroad Controlled Car.
12. **Railroad Controlled Cars:** A car with railroad reporting marks.
13. **Reconsignment:** Any change requested by Consignor, Consignee or owner that requires a change in billing or an additional movement of the car, or both. May also be referred to as "Diversion."
14. **Stopped in Transit:** When a car is held en route because of any condition attributable to the Consignor or Consignee, or owner of the lading.

## Conditions of Carriage

### 100. SUBSIDIARIES AND AFFILIATED CARRIERS

These conditions apply to Norfolk Southern and the subsidiaries and affiliated carriers listed here. References to NS include the listed carriers:

- Norfolk Southern Railway Company
- Atlantic and East Carolina Railway Company
- Camp Lejeune Railroad Company
- Chesapeake Western Railway
- Central of Georgia Railroad Company

- Georgia Southern and Florida Railway Company
- State University Railroad Company
- The Alabama Great Southern Railroad Company
- The Cincinnati New Orleans and Texas Pacific Railway Company
- Tennessee, Alabama & Georgia Railway Company
- Tennessee Railway Company

## **101 GENERAL APPLICATION**

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The provisions of this Document apply to transportation of coal, coke from coal and iron ore, as identified below by STCC numbers, (a) when such transportation (i) originates on NS and (ii) moves under single line rates or single factor joint line through rates offered by NS itself or in conjunction with a connecting railroad as an exempt rate or as a regulated common carrier rate; and (b) to the NS portion of through movements under AAR Accounting Rule 11 or other combination or proportional exempt or common carrier rates. In the absence of a separate contract specifically covering the transportation, the terms and conditions of this Document constitute a unilateral offering of such terms and conditions of a bilateral contract between NS and its connecting lines on the one hand, and the user of the transportation service on the other upon acceptance by such user. The tender of shipments to the originating carrier shall constitute acceptance of both the terms of service as set out in this Document and the rate governing the shipment.

When NS is not the originating carrier, but does participate in a movement under single factor or joint through rates, the Conditions of Carriage or comparable offering of the originating carrier, along with the exempt or common carrier rates, shall apply to such transportation performed by NS, with the following exceptions:

1. Where the terms of a valid rate quotation or separate contract specifically covering the transportation involved contradicts this provision, then the valid quote or contract shall govern and
2. Where NS is the terminating carrier in such joint through or single factor rates, then the terms and conditions that would govern pursuant to this Document at destination shall apply, including but not limited to, demurrage, unloading terms and charges, collect credit terms and switching carrier absorptions at the destination. When such originating carrier does not issue or have in effect such an offering, the terms of service contained herein shall apply

Any tender of a shipment with different or additional terms and conditions submitted by Shipper shall be considered a counteroffer and such different or additional terms and conditions shall be deemed rejected by NS unless electronically confirmed or agreed in a writing executed on behalf of NS by Marketing Vice-President of NS, regardless of whether the shipment is accepted or moved by NS.

However, if there are provisions in an applicable contract, tariff or quotation that are inconsistent with the terms of this Document, the terms of the applicable contract, tariff or quotation shall govern.

NS' Unit Train System ("formerly CTMS") available through AccessNS shall serve as the electronic business platform for the execution and management of transportation scheduling between Shipper and NS. The Unit Train System does not alter the underlying obligations

between Shipper and NS. Transportation management functions to be performed through the Unit Train System shall include, but shall not be limited to, scheduling and permitting shipments for loading; release of empty equipment following unloading, submission of Bill of Ladings for shipments performance monitoring and measuring of equipment utilization. *Note: The STCC numbers for commodities covered under this Document are hereinafter referred to collectively as “Commodities”:*

STCC 11; Coal including Anthracite STCC 1111215, 1111220 and Synthetic Coal STCC 2991191; STCC 2991410, 2991415, 2991425, 2991430, 2991440, 2991490; Coke STCC 2991340, 2991341; Petcoke STCC 1011190, 10111240, 10111290, 10111320; Iron Ore

All transportation services provided by NS pursuant to this Document are intended solely for performance over tracks owned or leased by NS. Where the performance of these services requires the delivery or pickup of railcars, loaded or empty, from the private tracks of a shipper, Consignee or other party, such activities on the tracks of the shipper, Consignee or third party shall be subject to and governed by an executed siding agreement between NS and the owner/lessee of the private track. In the absence of such an executed siding agreement, the operations of NS and the rights of the parties with regard to these operations over the private sidetrack shall be governed by the terms and conditions of the NS standard siding agreement, which terms and conditions are incorporated by reference into this Document.

The NS standard siding agreement can be found [here](#).

## 102 APPLICATION OF REFERENCED TARIFFS, PUBLICATIONS AND CUSTOMER COMPUTER INTERFACES

This Document incorporates and includes the provisions of the following tariffs and publications (and their successor publications):

- Open and Prepay Station List OPSL 6000-Series
- Standard Transportation Commodity Code STCC 6001-Series Official Railway Equipment Register RER 6412-Series
- Uniform Freight Committee UFC 6000-Series NS Switching NS 8001, 8211- Series
- Demurrage Rules and Charges—NS 6004-Series Weighing and Reweighing NS 8002-Series
- Rules and Charges on Accessorial Services NS 8002 Series RRRA 6000 Master (Rail re-organization, rerouting, etc.)
- NS Currency Exchange Regulations on International Traffic NS 6316
- Line Haul NS Tariffs including but not limited to NS 4203, NS 4008, including successor Tariffs
- Hazmat and Waste Tariff NS 6306 where applicable

The Unit Train System shall be used for all shipment monitoring, permitting, and reporting. Register for Unit Train System access at [www.norfolksouthern.com](http://www.norfolksouthern.com)

References to specific publications herein include successor publications.

## 103 UNIT TRAIN CALENDAR IN ACCESSNS

The Unit Train Calendar in Access NS (formerly “CTMS”) shall be used for all coal, coke and iron ore shipment monitoring, permitting, tracing, billing and reporting activities.

E-mail: [utscoalsupport@nscorp.com](mailto:utscoalsupport@nscorp.com), [utsmetexsupport@nscorp.com](mailto:utsmetexsupport@nscorp.com) or as subsequently designated by the Group Manager.

#### **104. ABSORPTION OF CONNECTING LINES SWITCHING CHARGES**

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Rates making reference to this Document will include full absorption of connecting line reciprocal switching unless otherwise agreed to in separate contracts or stated in a rate quotation.

#### **105. DISCLAIMER OF RESPONSIBILITY FOR ACTIONS OF JOINTLINE AND SHORT LINE RAILROADS PARTICIPATING IN A TRANSPORTATION MOVEMENT**

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For the convenience of its customers, Norfolk Southern will from time to time by contract or rate authority enter into contracts for the transportation of lading from or to origin and/or destination points not located on rail lines operated by Norfolk Southern. Such movements may take place by joint-line through movements or short line arrangements. Such contracts for origins or destinations not located on rail lines operated by Norfolk Southern are made solely so that our customers do not have to arrange and contract with the other participating rail carriers for a particular movement. In entering such contracts and/or rate authorities, Norfolk Southern does so solely as the disclosed agent of the participating railroad. Norfolk Southern does not contract to perform directly or to have performed on its behalf transportation services over any line of railroad not operated by Norfolk Southern. Furthermore, with the exception of loss of or damage to lading which is governed by Item 116 of this Document, Norfolk Southern does not assume or accept any responsibility or liability for the actions of any participating railroad with regard to a joint-line/short line transportation arrangement--any such liability being solely the responsibility of the other rail carrier whose actions give rise to the claimed liability.

#### **106. TRANSPORTATION PROVIDED UNDER UNIFORM BILL OF LADING**

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NS does not guarantee delivery by a particular train or within a particular time and does not guarantee rail service on any schedules of any kind, whether published, projected or implied. NS shall have no liability for failure to transport any shipment by any particular train or in time for any particular market regardless of whether NS knew or should have known of a need or expectation for such transport. Furthermore, NS does not guarantee the providing of empty railcars in accordance with any schedule, regardless of whether NS knew or should have known of the need for such empty railcars. Unless otherwise expressly agreed to by NS and the party with whom NS has contracted (the Consignor or Consignee, as the case may be) in a writing executed by both parties, NS will transport property with reasonable dispatch in accordance with the Uniform Bill of Lading.

#### **107. BILL OF LADING**

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Transportation by NS under this Document shall be subject to the terms of the Uniform Bill of Lading (BOL) as contained in the Uniform Freight Classification UFC 6000-Series, as modified from time to time. Any alteration, addition or erasure in the Bill of Lading made without special notation thereof by an NS agent shall be without effect and the rate agreed upon by contract or quotation as originally reflected in the Bill of Lading shall be the applicable rate.

The order of precedence for the application of terms and conditions for transportation services provided by NS shall be as follows:

1. Written Contract for the Specific Movement

2. NS Customer Specific Rate Quotation
3. General Rate Tariffs
4. Norfolk Southern Coal Tariff
5. Other Applicable NS Publications, if any
6. Uniform Bill of Lading

Each shipper of Commodities on NS is required to supply an accurate BOL to NS no later than one (1) hour after the completion of loading via one the following electronic means:

- Bill of Lading (I-BOL) via AccessNS at [www.norfolksouthern.com](http://www.norfolksouthern.com)
- The Unit Train Calendar via AccessNS at [www.norfolksouthern.com](http://www.norfolksouthern.com)
- EDI

BOLs received by NS via the electronic means noted are not subject to any manual handling or correction fees. Manual/non-electronic BOL customers must send BOL information to NS Operations Service and Support in Atlanta via e-mail or phone. For each manual/non-electronic BOL, NS will charge the party submitting the BOL \$50 per BOL (the “BOL Handling Charge”).

Failure to provide an accurate BOL within one hour of completed loading by facilities using NS motive power and crews while loading will be subject to a \$1,000 surcharge, which shall be in addition to the BOL Handling Charge, if applicable.

## **108 LOADING & MINIMUM LOADING WEIGHTS**

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Minimum loading weights for coal loaded on NS shall be administered using the NS Unit Train System pursuant to the conditions outlined below. The minimum carload weight for all coal loaded on NS shall be the Unit Train System calculated maximum load weight for that car at the time of loading. Cars not loaded to the maximum allowable load weight shall be subject to under-load charges, as follows:

The Unit Train System uses actual car capacity, mine coal density, maximum per car weight restrictions for the proposed route to destination, and load heap capacity above the car top rail to calculate the maximum load weight for each car and train loaded at each origin for each individual destination on NS.

Minimum weights required for coal car loading shall be 95% of the Unit Train System maximum load weight per car from non-batch weigh loading facilities and 98% of the Unit Train System maximum load weight per car from batch weigh loading facilities. Origin loading status can be found on AccessNS by selecting the “Manage” tab then looking under the “Reports” field at a hyperlink titled “Loading Status.”

Determination of whether a specific shipper meets the minimum weights shall be based on an average for each calendar quarter, for each separate loading facility and shall be calculated by dividing the weight actually loaded in cars (the numerator) by the total Unit Train System maximum load weight of those same cars shipped (the denominator) and comparing the resultant percentage to the required minimum of either 95% or 98% as the case may be.

For all cars loaded with Commodities other than coal, the minimum carload weight shall be 95% of the UMLER car capacity.

Where actual loadings from an origin to a destination in a calendar quarter fail to meet the specified minimum weights, the shipper shall be billed for and agrees to pay an under-load charge on each ton short of the minimum. In the absence of specific contract language outlining the charges for under-loading, the under-load charge shall be \$5.00 per NT on each net ton short of the minimum loading weight. Within 45 days from the receipt of an underload bill from NS, shipper may petition NS to review whether such underload charges are correct. In reviewing such charges for shipper,

NS will, at its sole discretion, promptly determine whether such underload charges are accurate and may cancel such charges if there are obvious, extenuating circumstances which operated to prevent shipper from loading the minimum weights at the implicated shipper loadout. The normal business records of NS will control. NS will advise shipper of its decision by e-mail.

A first failure to meet minimum loading requirements in a quarter will trigger a warning letter to be sent by NS to the shipper advising shipper of the under-loading result by loadout name and number and will include the specific shipments involved and the actual delinquent minimum weight percentage achieved for that quarter. For all subsequent under-loading failures in a calendar quarter the under-load charge, will be applied and billed to shipper, by NS, as noted above. NS will continue to assess under-loading charges without sending a new warning letter until no under-loading charges have accrued at that loadout for six (6) consecutive calendar quarters. After no under-loading charges have accrued at that loadout for six (6) consecutive calendar quarters, NS will issue a new warning letter for the first subsequent quarterly loading failure prior to billing for under-loading charges pursuant to the terms above.

Upon acceptance of cars and/or NS locomotive power for loading, Consignor/shipper at origin agrees to be bound by origin detention rules and agrees to pay any resultant demurrage or detention charges, pursuant to Items 205 and 206 contained in this Document.

Shippers are responsible for inspecting the interior of each railcar before loading and shall notify NS if equipment contains excessive carryback coal, debris, or is otherwise unsuitable for loading. Shippers are also responsible for ensuring the appropriate car type prior to loading and shall notify NS if a different car type is necessary.

#### **109. PERMITTING SHIPMENTS & TRANSPORTATION**

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Unless NS agrees to a different permitting schedule, all trainload and unit train shipments shall be scheduled and permitted monthly with NS Coal Customer Logistics Group in advance of loading, by the 25th of each month for the subsequent month. All other shipments must be permitted and scheduled at least 7 days in advance of shipment.

Where applicable, permits must be obtained and shipments scheduled on the Unit Train Calendar through self-permitting. Where self-permitting is not applicable, shippers must submit requests for permits to schedule loadings via e-mail to:

Email: [utscoalsupport@nscorp.com](mailto:utscoalsupport@nscorp.com) for Utility, Industrial

Email: [utsmetexsupport@nscorp.com](mailto:utsmetexsupport@nscorp.com) for Export, Metallurgical, Coke, Anthracite  
Or as subsequently designated by Group Manager.

NS does not guarantee observance of loading times and dates. A permit is not a guarantee of rail service. Permits may be cancelled or withheld or loading dates modified where congestion, scheduling conflict or other temporary condition exists.

Separate services such as weighing, switching and dumping not covered by the Bill of Lading or applicable contract must be arranged separately with NS by the Consignor or Consignee.

#### **110. WINTER SEASON FREEZE TREATMENT**

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Norfolk Southern mandates that coal shipments be treated with an approved product such as diethylene glycol, calcium chloride, or another acceptable agent, along with side release agents, to ensure that coal cars can be unloaded without delay in sub-freezing temperatures (below 32°F). For

shipments destined for Lamberts Point, VA, shippers must consult the 10-day forecast to determine the lowest expected temperature at the origin and Lamberts Point, VA, whichever is lower. For other destinations, a 5-day forecast of the lowest expected temperature at the origin or destination is required, and freeze treatment must be applied as necessary to prevent freezing. The Freeze Conditioning Agent (FCA) used must be non-corrosive to rail cars and environmentally safe. All shipping origins must comply with the manufacturer's guidelines regarding FCA and side release agents based on temperature levels.

The list of Norfolk Southern's approved freeze conditioning agents for coal is available on our website, which can be accessed through this link or the QR code below:

**Link:** [NS Approved Freeze Conditioning Agents | Norfolk Southern](#)



**Finding the link through our website:**

- Go to [www.norfolksouthern.com](http://www.norfolksouthern.com)
- Click "SHIP BY RAIL" on the navigation menu located at the top of the site
- Select "Shipping By Industry" > "Coal" > "Overview" from the dropdown menu
- On the "COAL" page, scroll down to the "KEY RESOURCES FOR COAL SHIPPING" section

Find the "NS Approved Freeze Conditioning Agents" on the list of resources and click the link shown in the rightmost column. Inadequate conditioning with freeze proofing agents can have serious impact on Norfolk Southern's

operations, as follows:

- Coal frozen in railcars cannot be dumped until thawed, resulting in congestion on Norfolk Southern due to parked trains of frozen coal;
- The cycle time of the cars delayed with frozen coal is impacted, causing delays to future coal shipments;
- Cars with partial loads of frozen coal remaining after dumping pose a serious safety risk to Norfolk Southern employees and property, and the employees of receivers who dump coal.

Because of these risks to Norfolk Southern's operations, Norfolk Southern reserves the right to refuse to accept coal for shipment if, in the sole judgment of Norfolk Southern, there is reason to believe that carloads of coal have not been adequately conditioned with freeze proofing agents.

Finally, in keeping with Norfolk Southern's environmental policies, any of the freeze conditioning agents described above and that are applied on Norfolk Southern property must have the following information provided prior to such use:

1. Description of freeze proofing agent:
  - Provide a Material Safety Data Sheet (MSDS) for the product being used. If you cannot provide a MSDS, then provide a description of the material, the trade name, address and telephone number of the manufacturer of the product.
2. Application of freeze proofing agent:
  - Please advise if you are applying or storing the product on property owned by Norfolk Southern. If the material is being stored or applied on Norfolk Southern property, please provide the name, address, and telephone number of an individual who can discuss the details of the freeze proofing process being applied on Norfolk Southern property.

The information requested above should be provided directly to the following individual:

Director Customer Logistics

Norfolk Southern  
650 W Peachtree Street NW  
Atlanta, GA 30308

### **111 RELEASE OF EMPTIES AT DESTINATION**

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All cars with Commodities placed by NS at destination shall be released empty using the Unit Train System “Release Empties” transaction. The date stamp contained in the Unit Train Release Empty transaction shall be considered the release date for purposes of detention or demurrage calculation, as applicable, pursuant to Item 203 of this Document, except where modified by specific contract, quote or tariff provision.

Each receiver of Commodities on NS is required to supply release empty notification of empty cars no later than one (1) hour after the completion of unloading via one of the following electronic means:

- Unit Train Calendar via AccessNS at [www.norfolksouthern.com](http://www.norfolksouthern.com)
- Pacesetter via AccessNS at [www.norfolksouthern.com](http://www.norfolksouthern.com)

Releases received by NS via the electronic means noted are not subject to any manual handling or correction fees. Cars released empty by means other than those noted, such as by notifying NS Operations Service and Support, in Atlanta, in writing by e-mail will be subject to a charge of \$15 per car released (the “Release Handling Charge”). The date that NS receives e-mailed empty car releases shall be the release date for those cars.

Failure to supply a release empty notification within one hour of unloading completion will be subject to a \$1,000 surcharge (“Release Empty Notification Charge”), which shall be in addition to the Release Handling Charge, if applicable; provided, however, that the Release Empty Notification Charge shall not apply if demurrage or detention charges apply pursuant to Item 203 hereof.

### **112 COMPLETE UNLOADING AND CLOSING CAR DOORS**

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Upon arrival and placement of railcars for unloading at destination, the Consignee accepts and agrees:

- To unload cars in a manner that does not damage equipment
- Release cars in a condition suitable for reloading by another shipper and
- Accept liability for any demurrage and detention charges accruing for all cars placed at Consignee’s destination pursuant to applicable demurrage and detention provisions applying thereto.

Consignee shall be responsible for the proper and complete unloading of commodity out of each railcar. It shall be the sole responsibility of the Consignee to remove all contents from the car and close, latch and lock all doors on each hopper railcar before releasing railcars to NS. In the event Consignee is unable to close, latch, and lock all doors due to wear or damage to the doors Consignee shall, prior to release of the empty railcars, notify NS of the involved railcar(s) by initial and number and shall provide a description of the problem with the doors. If railcars are released empty to the NS and the doors are not closed, latched and locked, or if Consignee has not provided timely notice of its inability to close, latch or lock the door and a description of the problem, Consignee shall pay NS \$150 for each such railcar.

In addition to the \$150 handling fee noted above, if a car released by the Consignee as empty is not properly cleaned, or is not completely unloaded, and is subsequently released and removed, then the railroad discovering such failure may undertake to remedy such failure and NS will assess a charge of \$750 per car against the Consignee, and in addition the Consignee will be

responsible for reimbursement to the railroad for the cost to make such car suitable for loading.

### **113 REJECTED COAL, COKE, AND IRON ORE**

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These rules shall apply to all coal, coke, and iron ore shipped in Railroad Controlled Cars shipped to any destination pursuant to either tariff or contract rates.

Norfolk Southern reserves the sole and absolute discretion to reject the dumping of any railcar if, in its judgment, the commodity or railcar presents a safety risk or has the potential to cause damage to NS equipment. This authority includes, but is not limited to, circumstances where the commodity or railcar is deemed hazardous, improperly conditioned, or non-compliant with applicable safety standards. NS's decision to reject the dumping of a railcar shall be final and binding, and no liability shall attach to NS as a result of such rejection.

Coal, coke, or iron ore will be considered as rejected when the Consignee, Consignor, or transhipper provides a verifiable refusal notice to the railroad. The rejection notice must be delivered to NS Unit Train Services in writing or by email within five (5) days of the BOL date. If the notice is not delivered within the aforementioned five (5) day timeline from the BOL date then NS Unit Train Services may choose not to accept the rejection notice.

Subsequent demurrage, detention, or Stop in Transit charges as applicable shall be paid by and are the responsibility of the Consignee that rejects the shipment; provided, however, that if a shipment of coal has been refused because of the presence of rock or other debris, subsequent demurrage, detention, or Stop in Transit charges shall be paid by and are the responsibility of the Consignor. Subsequent demurrage, detention, or Stop in Transit charges shall begin to accrue immediately pursuant to Items 203 and 204 hereof after the rejection notice has been given. Any demurrage, detention, or Stop in Transit charges incurred prior to the rejection shall be paid by Consignee.

Consignor must file a request in writing or by email for approval by NS of the Reconsignment, re-routing, Diversion, or otherwise redirection of such rejected coal within ten (10) days after rejection by the original Consignee of the shipment. The Consignee for such a redirection of a rejected shipment must consent to accepting the coal "as is" in writing or by email to NS within the same ten (10) days after rejection by the original Consignee. All charges relating to Diversion or Reconsignment, including all stop charges, outlined in this Document, shall also apply.

Coal, coke, or iron ore that has been rejected by a Consignee may not be Reconsigned, re-routed, diverted, or otherwise re-directed to a NS Coal Transload Facility without NS' advance consent, which shall be given either in writing or by email and which is in NS' sole discretion. Notwithstanding Items 307 or 308 in this Document, it is prohibited for a Consignor to redirect rejected coal to a NS Coal Transload Facility if that coal that has been refused because of the presence of rock or other debris that could harm equipment at a NS Coal Transload Facility.

In the event that Consignor fails to comply with the ten (10) day time period set out above, the coal shall be considered abandoned and NS shall have the right to dispose of the rejected coal, coke, or iron ore by such commercially reasonable methods as NS shall deem appropriate in its sole discretion. Any proceeds arising from such disposition will be first applied to any outstanding freight, demurrage or detention charges due to NS as well as against any disposition costs or other charges. The balance, if any, will be paid to Consignor. In the event that NS disposes of rejected coal, coke, or iron ore, all charges that have accrued, including disposition costs, demurrage or detention charges, stop charges, and Diversion or Reconsignment charges, remain due and payable.

### **114 APPLICABLE TRANSPORTATION CHARGES**

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The charges applicable to the transportation from origin to destination will be those contained in the applicable contract, tariff or quotation in effect on the shipping date, as reflected on the Bill of Lading.

Customer-specific rates (contracts or specific quotes) will take precedence over open or non-customer-specific rates (general quotes). Within each of those two categories, point-to-point rates will apply regardless of any group or scale rates available, and group rates will be applied to the exclusion of any scale rates.

Unless otherwise agreed upon by NS and the purchaser of transportation subject to this publication, where NS can serve both the shipper and the receiver (either directly or through reciprocal switching by another carrier), NS single-line rates will apply to the exclusion of any joint-line rates.

Rates applicable via NS apply only over the most direct lines of NS, forming the shortest possible NS mileage, from the first point at which NS receives the shipment (from Consignor or other railroad) to the last point at which NS delivers the shipment (to Consignee or other railroad). NS reserves the right to actually handle shipments via any route over NS lines.

#### **115. PAYMENT AND CREDIT**

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Acceptance by NS of a tender of a shipment does not constitute the extension of credit by NS to the Payor. Credit shall only be extended through the Credit Department of NS. If NS extends credit, it is granted only as a convenience to Payor and may be revoked by NS at any time as to any shipment (including those in transit) without notice by NS. In the event of a revocation of credit affecting any cars in transit, Payor must either pay all charges for the cars in transit or make provisions for payment satisfactory to NS before the cars will be delivered. Any changes in Payor's ownership structure or financial condition which materially affects Payor's financial standing must be reported to NS's Credit Department.

Where credit has been extended to Payor, payment must be received by NS within the time period NS has designated to Payor, but in the absence of such a designation, then within fifteen (15) days of the date of the freight bill or invoice. Where credit has not been extended to Payor, payment of transportation charges must be made to NS in advance of the shipment in cash. In the event that Payor shall dispute the amount of a bill, Payor shall notify NS within the credit period of the disputed amount and the basis for the dispute.

NS shall have the right to recover from Payor all reasonable costs of collection (including but not limited to reasonable attorneys' fees, investigation costs, expert fees, and litigation costs) of all amounts owed to NS in the form of linehaul freight charges, switching charges, demurrage, detention and storage charges, accessorial charges, and any other amounts owed under the governing rate authority, transportation contract, this Document, or any other publication referenced in Item 102.

With regard to collect bills of lading, the existence of Payor does not serve to relieve the Shipper and Consignee for their responsibility for the payment of freight and other charges as established by this Document and law unless otherwise expressly stated by a written agreement. The foregoing shall not affect the Shipper's right to secure non-recourse pursuant to Section 7 of the bill of lading. With regard to prepaid bills of lading, the existence of Payor does not serve to relieve the Shipper of its responsibility for the payment of freight and other charges as established by this Document and law unless otherwise expressly stated by a written agreement.

NS shall have the right to assess a finance charge of one percent (1%) per month (twelve percent (12%) per annum) against unpaid linehaul freight charges, switching charges, demurrage, detention and storage charges, accessorial charges, and any other amounts owed under the governing rate authority, transportation contract, this Document, or any other publication referenced in Item 102. Finance charges will be calculated using a daily rate of .0329% (12% / 365 days). The finance charge will accrue daily beginning on the due date until payment is received by NS.

Placement of cars by NS under a credit agreement shall be deemed acceptance of the shipment. Acceptance of the shipment shall be deemed acceptance of responsibility for payment of all charges occurring on the shipment, including detention, demurrage, and switching services performed at destination. All payments shall be in U.S. money and will not be reduced to offset claims, damages to property, or for other reasons.

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#### **116. CARRIER LIABILITY FOR LOSS OR DAMAGE TO LADING**

NS will assume liability for loss and damage under the terms of 49 USC 11706 and the terms of the Uniform Bill of Lading, provided that where provisions maintained by other railroads in the through route differ, then the rules of the origin carrier will apply.

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#### **117. DISCLAIMER OF CONSEQUENTIAL AND SPECIAL DAMAGES**

Notwithstanding any provision in this Document to the contrary and regardless of the nature of the cause of action, whether in tort, contract or otherwise, in no event shall any party to this Document be liable for any consequential, incidental, special or indirect damages whatsoever (including but not limited to lost profits, cost of capital or interruption of business expenses) arising out of the services provided under this Document, even if advised of the possibility of such damages.

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#### **118. AGGREGATE RULE**

Unless specifically authorized in writing by NS, point-to-point rates may not be combined to provide a through rate.

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#### **119. INTERMEDIATE RATES**

Except as otherwise specifically provided in individual contracts or rate quotations, rates will not apply from or to points intermediate to the origins or destinations specified in such individual contracts or rate quotations.

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#### **120. FUEL SURCHARGE**

(Does not apply to Public Prices)

In the event the average monthly price of West Texas Intermediate Crude Oil exceeds \$23.00 per barrel calculated using the daily prices published in the Wall Street Journal, Norfolk Southern will assess a fuel surcharge on all linehaul freight charges (as set forth below, the "WTI Average Price").

The applicable fuel surcharge percentage shall be applied to each shipment having a Bill of Lading dated on or after the 1st day of the second calendar month following the calendar month of a given WTI Average Price Calculation. The fuel surcharge will change monthly per the table below:

| WTI Average Price | Applied  | WTI Average Price | Applied     |
|-------------------|----------|-------------------|-------------|
| January           | March 1  | July              | September 1 |
| February          | April 1  | August            | October 1   |
| March             | May 1    | September         | November 1  |
| April             | June 1   | October           | December 1  |
| May               | July 1   | November          | January 1   |
| June              | August 1 | December          | February 1  |

The fuel surcharge will be 0.4% of the linehaul freight charge for every \$1.00 per barrel, or portion thereof, by which the WTI Average Price exceeds \$23.00. The WTI Average Price for a given calendar month will be determined by adding the daily West Texas Intermediate Crude Oil prices published in The Wall Street Journal during a calendar month and dividing the result by the number of days so published in that given month. The result will be rounded to the nearest cent. The parties acknowledge that The Wall Street Journal is publishing the price of West Texas Intermediate Crude Oil as “Crude Oil, \$ per barrel” as of the date of this Contract publication and that this designation may change over time. If The Wall Street Journal ceases publication of the price of West Texas Intermediate Crude Oil under any name, NS will endeavor to obtain the same information from another public source and, if such information is not available from any public source, will employ a suitable substitute source of price or measure.

| Per Barrel        | Percentage   | Per Barrel        | Percentage |
|-------------------|--------------|-------------------|------------|
| \$23.00 and below | No Surcharge | \$36.01 - \$37.00 | 5.6%       |
| \$23.01 - \$24.00 | 0.4%         | \$37.01 - \$38.00 | 6.0%       |
| \$24.01 - \$25.00 | 0.8%         | \$38.01 - \$39.00 | 6.4%       |
| \$25.01 - \$26.00 | 1.2%         | \$39.01 - \$40.00 | 6.8%       |
| \$26.01 - \$27.00 | 1.6%         | \$40.01 - \$41.00 | 7.2%       |
| \$27.01 - \$28.00 | 2.0%         | \$41.01 - \$42.00 | 7.6%       |

|                   |      |                                                |                           |
|-------------------|------|------------------------------------------------|---------------------------|
| \$28.01 - \$29.00 | 2.4% | \$42.01 - \$43.00                              | 8.0%                      |
| \$29.01 - \$30.00 | 2.8% | \$43.01 - \$44.00                              | 8.4%                      |
| \$30.01 - \$31.00 | 3.2% | \$44.01 - \$45.00                              | 8.8%                      |
| \$31.01 - \$32.00 | 3.6% | \$45.01 - \$46.00                              | 9.2%                      |
| \$32.01 - \$33.00 | 4.0% | \$46.01 - \$47.00                              | 9.6%                      |
| \$33.01 - \$34.00 | 4.4% | \$47.01 - \$48.00                              | 10.0%                     |
| \$34.01 - \$35.00 | 4.8% | \$48.01 - \$49.00                              | 10.4%                     |
| \$35.01 - \$36.00 | 5.2% | \$49.01 - \$50.00                              | 10.8%                     |
|                   |      | For each dollar or portion thereof above \$50: | The FSC increases by 0.4% |

\*Notice of changes in the percentage amount of the fuel surcharge will be published on NS' web page at [www.nscorp.com](http://www.nscorp.com).

## 121 NON-WAIVER

Any waiver on the part of NS of any term or condition of this Document shall not constitute a precedent, nor require NS to continue waiving such term or condition or to waive any succeeding breach of the same or any other of the terms and conditions of this Document. No waiver or purported waiver on the part of NS shall be deemed to bind NS unless made in writing and signed by an authorized NS Marketing Officer.

## 122 BANKRUPTCY OR INSOLVENCY

In the event the Shipper files or is the subject of a filed petition in bankruptcy and the shipper has a transportation contract or other agreement with NS (collectively "Agreement") that incorporates these Conditions of Carriage, the shipper will, as soon as practicable:

1. Identify the NS as a "Critical Vendor" of essential services as that term is interpreted and understood within the context of a bankruptcy proceeding;
2. Identify any Agreement with NS under which there remains continuing unperformed obligations; and,

3. Choose to elect to either assume or reject such Agreements identified pursuant to paragraph (2) above within sixty (60) days of the date of the filing of the shipper's petition in bankruptcy.

In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without NS' consent, unless NS is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, (i) a deposit with NS as security for the timely payment of switching and line haul charges in an amount equal to the average thirty (30) day accrual for such charges or (ii) security guarantees in form and substance satisfactory to NS from one or more persons who satisfy NS' standard of creditworthiness.

### **123 CONRAIL AS PRIVATE SWITCHING CARRIER AND DISCLAIMER OF DAMAGES**

In the event that transportation under this Document involves handling of the lading by Consolidated Rail Corporation ("Conrail"), Conrail participates in such transportation solely as a private switching railroad on behalf of NS and not as a participating carrier in the transportation. Neither Shipper, Consignee, beneficial owner nor any other party having rights in the lading pursuant to the Bill of Lading shall have any claim against Conrail for its performance for NS. Furthermore, notwithstanding any provision in this Document to the contrary and regardless of the nature of the cause of action, whether in tort, contract or otherwise, in no event shall Conrail be liable to any party for any lading loss or damage or for consequential, incidental, special, or indirect damages whatsoever (including but not limited to lost profits, cost of capital or interruption of business expenses) arising out of the services provided by Conrail to NS in connection with transportation arising under this Document, even if NS or Conrail has been advised of the possibility of such damages.

## **Published Charges, Rules, and Regulations on Coal, Coke, and Iron Ore**

### **200 BLOCKING OF CARS**

Where Consignor tenders a shipment pursuant to a tariff or contract that requires shipments to be of a certain size, in terms of cars or tonnage, Consignor must tender the shipment to the carrier blocked in accordance with that size condition. For the purpose of this Item, the term "blocking" shall mean that cars for one consignment are tendered together and are not separated by cars for a different consignment. Cars will be considered blocked when tendered from parallel tracks with no intervening cars. If the cars are not blocked and it is necessary for the carrier to block the cars, a charge of \$274.00 for the shipment will be assessed against the Consignor by the carrier for performing the blocking service.

### **201 OVERLOADS**

- A. NS may elect to stop en route: 1) an Overloaded car or 2) trainload shipment that includes one or more Overloaded cars and hold the individual car or entire train on a track or tracks where partial unloading may be accomplished. It will be the responsibility of the Consignor or owner of the shipment to partially unload the car at its expense. Removal of lading must be sufficient to eliminate the Overload condition. NS will not furnish any personnel, equipment or machinery that may be necessary to partially unload the Overloaded car.

Charges for each such car will be assessed as follows:

1. \$750.00 per car; and
  2. The first seven (7) days that a railcar is stopped and held as an Overload is subject to applicable demurrage, detention, and storage provisions as set forth in a customer contract or as outlined in NS 6004 or successor publications. On day eight (8) and thereafter, in lieu of the aforementioned demurrage, detention, and storage charges, a daily charge of \$250.00 per car shall be assessed until corrective action is completed.
- B. Where an Overloaded condition is due, in part, to weather (rain, snow, ice, etc.), applicable railroad charges (including but not limited to demurrage, detention, storage, switching, and reweighing) will be waived if:
- a. The Consignor or owner of the shipment provides a certified weight certificate showing the weight of the shipment was below the stenciled load limit of the car and such certificate is provided within 24 hours of notification of Overload (excluding Saturdays, Sundays, and Holidays); and
  - b. The Consignor or owner of the shipment partially unloads the car or otherwise eliminates the Overload condition at its expense within five days.
- Absent the timely presentation of such a certified weight certificate all railroad charges shall apply. If the Overload condition is not remedied by the Consignor or owner of the shipment within the five days, all applicable railroad charges shall apply and will be assessed after the end of the fifth day; railroad charges that would have been assessed during the five days shall not apply and will not be assessed. NS will not furnish any personnel, equipment or machinery that may be necessary to partially unload or otherwise remedy the Overloaded railcar.
- C. If an Overloaded shipment was weighed prior to the time the lading in the car is reduced and if the tariff or contract covering the line-haul rate for the shipment requires such weight to be used to calculate freight charges:
- a. Then NS shall estimate the lading removed from the car and shall adjust the billing on the remaining lading; except that
  - b. When the reduced shipment travels over an NS certified scale in the route of movement to destination, then weights from such scale shall be used to determine applicable charges.
- D. In the event that Consignor fails to reduce the Overload condition of any railcar within a 14 day timeframe of the original notification date, the lading in such railcar shall be considered abandoned and NS shall have the right to dispose of the lading by such commercially reasonable methods as NS shall deem appropriate in its sole discretion. Any proceeds arising from such disposition will be first applied to any outstanding freight, demurrage or detention charges due to NS as well as against any disposition costs and charges. The balance, if any, will be paid to Consignor. In the event that NS disposes of the shipment's lading, all charges that have accrued, including, but not limited to, disposition costs, demurrage or detention charges, stop charges, and Diversion or Reconsignment charges, remain due and payable.
- E. Notwithstanding the foregoing, in the event that an Overloaded car is delivered to destination without being Stopped in Transit for partial unloading (whether the Overloaded condition is discovered prior to delivery or not), then a \$750.00 charge for each such car determined by NS to have been Overloaded by more than 5,000 pounds will be assessed, except that with respect to any cars found to be Overloaded based on dump weights at NS Coal Transload

Facilities, a charge of two hundred and fifty dollars (\$250.00) per car shall be assessed against the Consignor or owners of the shipment.

## 202 TRAIN CANCELLATION

A Coal Unit Train for which a permit has been issued by Railway and that is subsequently cancelled by the scheduling party ("Customer") shall be subject to charges ("Train Cancellation Charges") payable by Customer as follows:

- A. If the empty Coal Unit Train has not begun movement to the loading point and if a Notice is received before 12:00 p.m. two days prior to the permitted load date, then no Train Cancellation Charge shall apply.
- B. If the empty Coal Unit Train has not begun movement to the loading point and if a Notice is received after 12:00 p.m. two days prior to the permitted load date, then a Train Cancellation Charge of \$2,500 shall apply.
- C. If the empty Coal Unit Train has begun movement to the loading point, and Notice is received, or if Customer is unable to load the permitted Coal Unit Train on the load date, then a Train Cancellation Charge of \$5,000 shall apply, provided that if a Notice is received with respect to an empty Coal Unit Train that already has been placed at a flood load facility, or if Customer is unable to load a permitted empty Coal Unit Train that has been placed at a flood load facility, then a Train Cancellation Charge of \$7,500 instead shall apply. Such placed trains also shall be subject to demurrage or detention, as applicable. Whether an origin qualifies for flood loading status shall be based on the "Loading Status" report, which can be found on AccessNS by selecting the "Manage" tab then looking under the "Reports" field at a hyperlink titled "Loading Status."
- D. If, after a particular empty Coal Unit Train has begun movement to the loading point, Customer gives Notice with respect to that particular empty Coal Unit Train, or if Customer is unable to load that particular empty Coal Unit Train on the load date, and at Customer's request the next loading of that particular empty Coal Unit Train occurs more than 200 miles from the originally permitted loading point, then, in lieu of the charges set forth in the preceding subsection, a Train Cancellation Charge of \$25,000 shall apply.

Notwithstanding the foregoing, no charges under this Item shall apply with respect to a Coal Unit Train cancellation if such cancellation is the result of a strike or walkout of mine employees, or an Act of God, either of which occurs at the permitted origin after 12:00 p.m. of the day prior to the day loading is scheduled. In the event of either of these occurrences, Customer must provide a written, detailed explanation of such occurrence to Railway within ten (10) days following the date of cancellation.

For purposes of this Item, Notice of Coal Unit Train permit cancellation ("Notice") shall be sent via email to [utscoalsupport@nscorp.com](mailto:utscoalsupport@nscorp.com), [utsmetexsupport@nscorp.com](mailto:utsmetexsupport@nscorp.com) or as subsequently designated by the Group Manager.

## 203 UNIT TRAIN DETENTION

**Effective November 15, 2019:**

Except when the terms of a contract expressly conflict with this Item 203, all shipments hereunder shall be subject to the terms of NS Demurrage and Storage Tariff 6004-D series or successor publications.

**Effective January 1, 2020, the following terms shall apply in lieu of the foregoing paragraph:**

Except when the terms of a contract expressly conflict with this Item 203, each Coal Unit Train shall be subject to the terms provided in this Item, provided that any shipment that does not qualify as a Coal Unit Train shall be subject to the terms of NS Demurrage and Storage Tariff 6004-D series or successor publications.

**Coal Unit Train Detention Charges:**

A charge per Coal Unit Train of \$800.00 for each hour, or fraction thereof, that a railcar or railcars contained in such Coal Unit Train is or are detained beyond any applicable Free Time will be assessed; provided, however, that this Item shall not govern detention of a Coal Unit Train during loading, which shall be governed by either Item 205 or 206, as applicable.

**Cars and/or Power Held for Unloading Computation:**

Hours for unloading will be computed as follows:

- (i) For Coal Unit Trains consisting entirely or partially of Railroad Controlled Cars (whether or not utilizing an NS locomotive) and for Coal Unit Trains consisting of entirely Private Cars utilizing an NS locomotive, hours for unloading shall be computed from Actual or Constructive Placement until the last railcar of the unit is empty, released and available.
- (ii) For Coal Unit Trains consisting entirely of Private Cars and not utilizing an NS locomotive to unload, hours for unloading shall be computed from Constructive Placement until Actual Placement.

**Free Time for Unloading:**

- For purposes of this Item, "Free Time" is defined as the period of time allowed to unload cars before Coal Unit Train Detention Charges begin to accrue.
- Coal Unit Trains consisting entirely or partially of Railroad Controlled Cars (whether or not utilizing an NS locomotive) will have 24 hours Free Time.
- Coal Unit Trains consisting entirely of Private Cars will have zero (0) Free Time after Constructive Placement, unless such Coal Unit Train consisting of entirely Private Cars is utilizing an NS locomotive, in which case such Coal Unit Train shall have 24 hours Free Time after Actual or Constructive Placement.

**Detention Rules:**

1. Charges are per Coal Unit Train and are in lieu of demurrage and storage charges which might otherwise be payable under NS Demurrage and Storage Tariff 6004-D series, Items 1010 and 1012, or successor publication.
2. Coal Unit Train Detention Charges will be accrued and billed separately from any charges for single cars. Cars in Coal Unit Trains will not earn Credit Days as defined in NS Demurrage and Storage Tariff 6004-D series or successor publication.
3. Remaining Free Time from one Coal Unit Train cannot be used for a different Coal Unit Train.
4. All days count for purposes of unloading time, including Saturday, Sunday and Holidays.
5. In the event that a shipment cannot be unloaded because of frozen commodity and Consignee so notifies NS with proper documentation of freeze treatment application, then the unloading Free Time for that shipment will be extended by an additional twenty-four (24) hours. A shipment that is held in excess of the extended Free Time will be subject to the Coal Unit Train Detention Charges referenced above, or a one-time frozen commodity charge of \$20,000.00, whichever is less.

**204. COAL UNIT TRAINS STOPPED IN TRANSIT**

Loaded Coal Unit Trains Stopped in Transit due to customer request or the customer being unable to receive the train shall be subject to stoppage charges as follows:

- (a) Coal Unit Trains shall be subject to a stoppage charge of \$5,000.00.
- (b) In addition to the stoppage charge, if disposition or release for the stopped train has not been received by NS after 24 hours following the time the train was stopped, then beginning at such time demurrage or detention charges pursuant to Item 203 shall apply. Such charges shall accrue until the stop is lifted by the customer and NS is cleared to move the train towards destination.

**205. FLOOD LOADING WITH RAILWAY CREWS AT RAILWAY ORGINS**

Flood loading service consists of the continuously coupled movement of a train of at least 80 cars through qualifying NS served coal loading facilities using Railway motive power and crews for the purpose of loading the train by Consignor subject to the following provisions:

- (1) Such service will be performed only at the convenience of the Railway.
- (2) Consignor must arrange flood load service with Railway's designated Operating personnel prior to loading.
- (3) When necessary in Railway's judgment to permit loadings, Railway may split a train into two or more segments at the mine and reassemble the segments after loading. Railway shall decide the number of segments and the number of cars in each segment.
- (4) Trains flood loaded in this service shall not be subject to other demurrage rules and charges that apply in the absence of this Item.
- (5) Free time for loading a train herein shall be 3.0 minutes per car.
- (6) Loading time shall commence when the first car begins to move through the loading facility, except that if movement through the loading facility is prevented by any cause attributable to the Consignor, loading time shall begin when the Railway would ordinarily have begun such movement.
- (7) All loaded cars in the train must be tendered and billed by Consignor in a separate block for each destination. In applying the provisions of Paragraph (8), loading of the train shall not be considered as completed until all cars are properly blocked by destination.
- (8) Loading time shall end when the last car in the train has been loaded and valid Bill of Lading supplied to NS for all cars in the train.
- (9) Railroad caused delays are to be excluded from loading time, as described in paragraph (6) and (8). In addition, in the case of segmented loading, as described in paragraph (3), railroad switching time in excess of 30 minutes shall be excluded from loading time. Flood loading service of 79 cars or less may be provided at Railway's convenience and must be arranged with NS' Manager Coal Transportation at least 48 hours in advance of loading unless lesser notice is acceptable to Railway.

If loading time, as defined in Paragraph (6) and (8), exceeds allowable free time for loading, as defined in Paragraph (5), the Consignor will be charged and agrees to pay \$120, for each 15 minute period or fraction thereof until all cars in the train are loaded and ready to be transported by Railway.

Whether an origin qualifies for flood loading status shall be based on the “Loading Status” report, which can be found on AccessNS by selecting the “Manage” tab then looking under the “Reports” field at a hyperlink titled “Loading Status.” In order for a coal loading facility to maintain its status as a Flood Loadout the following criteria must be met:

## **206. ORIGINAL DEMURRAGE FOR NON-FLOOD LOADING FACILITIES**

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With respect to cars placed on tracks at a facility that does not meet the qualifications for flood loading, loading by Consignor must be completed and shipping instructions or other disposition must be issued within 24 hours for shipments consisting of one (1) to seventy five (75) cars, and within 48 hours for shipments consisting of seventy six (76) to one hundred fifty (150) cars, after Actual or Constructive placement of the empty car, except for cars placed in advance of the date for which ordered for loading, in which case time will be computed from 12:00 a.m. of the day for which ordered. A charge of \$150.00 per car per day, or fraction of a day, will apply on Railroad Controlled Cars and \$60.00 per car per day, or fraction of a day, will apply on Private Cars and be due from Consignor until car is released.

Each Consignor must maintain complete records as to the number of empty or loaded cars held for each origin awaiting shipping instructions or other disposition and must furnish carrier a daily report for each origin showing the number of such cars on hand as of 12:00 a.m. each day.

Whether an origin qualifies for non-flood loading status shall be based on the “Loading Status” report, which can be found on AccessNS by selecting the “Manage” tab then looking under the “Reports” field at a hyperlink titled “Loading Status.”

## **207. LOCOMOTIVE RELEASE & RETURN**

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If a customer requests the release of a locomotive(s) from a Coal Unit Train to mitigate charges set forth in Items 203 through 206, or if NS determines that locomotive release is required based on operational needs, a charge of \$3,500 per occurrence will apply. A separate \$3,500 charge will be assessed to return the locomotive as required.

# **Reconsignments**

## **300. CONDITIONS**

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A party requesting Reconsignment represents that it is the owner of the coal or is authorized by the owner to request Reconsignment. If the party requesting Reconsignment is neither the owner of the coal nor authorized by the owner to request Reconsignment, the party requesting Reconsignment shall indemnify Carrier for any and all liabilities it incurs as a result of Carrier granting such request.

A shipment which has "broken bulk", i.e., has been partially unloaded, at the original destination, cannot be Reconsigned.

An order for Reconsignment cannot specify a particular time for execution.

If a request is made for a Reconsignment, Carrier will make a diligent effort to locate the shipment

and effect the Reconsignment, but will not be responsible for failure to do so unless such failure is due to the negligence of its employees.

Orders for Reconsignment must be made or confirmed in writing.

Carrier will only agree to Reconsign a car which has not been delivered to another railroad.

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### **301 FREIGHT RATE APPLICABLE**

The through rate to the new destination is the rate from original point of origin to that destination applicable via the Reconsigning point. If the through rate from origin to the new destination does not apply via the Reconsigning point, then an out-of-route charge in Item 306 will be assessed to a point intermediate from origin to the new destination.

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### **302 APPLICATION OF CHARGES**

All Reconsignment and/or out-of-route charges applicable herein shall be in addition to the freight charges which are due on a Reconsigned shipment based upon the applicable through rate between the origin and new destination, to which the shipment has been Reconsigned.

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### **303 COAL UNIT TRAIN RECONSIGNING CHARGE**

When a Coal Unit Train is Reconsigned, a charge of \$120 per car will be assessed.

Shipments Reconsigned prior to Actual or Constructive Placement shall be subject to Stop in Transit charges, as outlined in Item 204, in addition to the Reconsignment charges set forth herein; the Stop in Transit charges shall begin at the time the stop order is given and shall end at the time the Reconsignment order is received.

Shipments Reconsigned after Actual or Constructive Placement shall be subject to demurrage or detention charges, as outlined in Item 203, in addition to the Reconsignment charges set forth herein, until the Reconsignment order is received.

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### **304 OTHER SWITCHING CHARGES NOT APPLICABLE**

The charges in Item 303 cover all switching of stopped or Reconsigned Coal Unit Trains at the hold point. Switching charges at the hold point published in other tariffs are not applicable to Coal Unit Trains subject to charges in Item 303.

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### **305 NON-COAL UNIT TRAIN RECONSIGNING CHARGES**

Reconsigned shipments of coal, coke and iron ore that do not meet the definition of a Coal Unit Train shall be subject to applicable charges outlined in NS 8002-A Section 2 (Rules and Charges for Diversions) or its successor publications.

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### **306 CHARGES FOR OUT-OF-ROUTE MOVEMENT**

With the exception shown in Paragraph 4 of Item 307, when the Reconsignment involves movement out of route, a charge of \$250 plus an additional \$5 per car per mile will be assessed for the distance a car must be handled from the point of Reconsignment to the nearest point which lies intermediate between the initial origin and the destination to which the shipment has been Reconsigned. Such charge will be in addition to the Reconsignment charges in Items 303 and 305 and any demurrage, detention, or Stop in Transit charges, as applicable.

### 307. COAL TO SANDUSKY DOCK, OH FOR LAKE MOVEMENT

1. If the Reconsignment only involves a change in classification name, then no charges shall be applied.
2. If coal initially consigned to another destination is Reconsigned to Sandusky Dock, OH, then the appropriate charge(s) in Items 303 and 305 will apply.
3. Except as shown in Section 4 of this Item, if coal initially consigned to Sandusky Dock, OH is Reconsigned to another destination, then the appropriate charge(s) in Items 303 and 305 will apply.

Coal left over or in transit after the last vessel is loaded by a Consignee who discontinues any specific consignment or his lake coal business may be Reconsigned to another destination. The charge(s) in Items 303 and 305, as appropriate, are to apply, except that no back haul charge will be assessed for movement from Sandusky Dock, OH to Bellevue, OH.

Exception: Where cars miss the last vessel due to actions of NS or for NS' convenience or cars are simply diverted to Consignee's own ground storage account, no Reconsigning charges will apply.

### 308. COAL TO LAMBERTS POINT, VA FOR VESSEL MOVEMENT

If the Reconsignment only involves a change in classification name, then no charges shall be applied.

If coal initially consigned to Lamberts Point, VA is Reconsigned to another destination, Reconsignment will be permitted only if the Reconsignment order is received before the car arrives at Bluefield, WV and if the car has not been placed in a through train destined to Lamberts Point, VA.

Exception: Cars refused by the original Consignee at Lamberts Point, VA may be Reconsigned to another destination. The appropriate charges in Items 303, 305, and 306 will apply.

Coal initially consigned to another destination may be Reconsigned to Lamberts Point, VA only if Reconsignment is to a movement for which a valid permit issued by the Carrier under the provisions of the Lamberts Point Appendix, or under an existing contract, has not been fulfilled by other coal. The appropriate charge(s) in Items 303 and 305 as applicable will apply.

## NS Transload Facilities

### 400. CONDITIONS GOVERNING DEMURRAGE AT NS TRANSLOAD FACILITIES

#### A. Application

The demurrage rules and charges published herein apply to all Railroad Controlled Cars shipped to NS Coal Transload Facilities pursuant to either tariff or contract rates.

Demurrage charges will accrue on a straight time basis for each calendar month, and will increase for longer periods of detention. No averaging of debits and credits is applied. Demurrage charges shall be based upon the total Days on Hand, as defined below, for each car for each such month less Free Days as noted herein.

No demurrage will be charged for coal assigned to “Ground Storage” at facilities where ground storage is available and that is actually and finally dumped to Ground Storage accounts at the involved facility. For purposes of this tariff, demurrage time is the total time a car is in a Consignee’s demurrage account at NS Transload Facilities.

When cars billed for delivery at NS Coal Transload Facilities cannot reasonably be accommodated at such facility, such cars will be held by the carrier on tracks short of the facility and such occurrence shall be considered “Constructive Placement” for purposes of this Item.

For purposes of the demurrage calculations hereunder, Sandusky Dock, OH and the adjacent railyard at Sandusky, OH shall be treated as a single facility, with placement at the railyard constituting placement at the facility.

## **B. Records & Using Dumping Assignments**

No notice of car arrivals will be sent to Consignees when cars arrive at an NS Coal Transload Facilities. Arrival information can be obtained through NS’ Unit Train System, which shall be the official record for all car arrivals and departures.

A Dumping Assignment will be applied to a car at the time a car physically arrives at a NS Coal Transload Facility. NS will designate a car as being either for “Ground Storage” or “Direct Vessel or Barge” based upon the designation that appears on the NS permit in Unit Train System for that shipment. All permits for any dock that does not have Ground Storage available will be considered Direct Vessel or Barge even if the permit does not explicitly designate the cars as Direct Vessel or Barge (example: Lamberts Point).

A Consignee may, upon written request, re-assign cars between Direct Vessel or Barge and Ground Storage. When cars are reassigned from Ground Storage to Direct Vessel or Barge, demurrage Start Date will be the earlier of either the actual car arrival date or the Constructive Placement date at the NS Coal Transload Facility prior to the reassignment.

When cars are reassigned from Direct Vessel or Barge to Ground Storage then the Stop Date for the cars will be the date that NS received the written request to effect the reassignment.

In order to utilize any Ground Storage designation a Consignee must have actual Ground Storage capacity assigned to and available for the Consignee at the involved NS Coal Transload Facility, sufficient to handle any and all reassigned tonnage.

## **C. Added Free Days**

If in Norfolk Southern’s sole judgment a service disruption occurs, then NS Coal Marketing and Unit Train Services personnel may grant additional Free Days upon request.

Additional Free Days will be granted if NS suspends unloading operations at NS Coal Transload Facilities for a period exceeding 24 hours for any reason. This free time extension will be made only for cars on hand or arriving between 7 a.m. of the day operations are suspended and 7 a.m. of the day operations are resumed, and which would have been dumped into vessel or barges nominated to load during the suspension period, and will cover only the period from the date the vessel or barge reported, or would have reported at NS Coal Transload Facilities, to the date the vessel or barge actually took the cargo or the cars were Reconsigned.

At the discretion of Norfolk Southern and with written concurrence from the Consignee, “Substitute Service” may be performed in which one car’s Start Date and Stop Date may be substituted (or

switched) with another car in the same Consignee's account. This may be done to prevent any loading delays to vessels or barges.

#### **D. Demurrage Definitions.**

The "Start Date" to calculate Days on Hand will be the earlier of either the actual car arrival date or the Constructive Placement date at the facility.

The "Stop Date" to calculate Days on Hand will be the date that coal commences loading into a vessel or barge (i.e. when we start loading the first ounce of coal into the vessel or barge). The Stop Date will be applied to each car physically dumped for that vessel or barge.

The "Days on Hand" will be calculated as the number of days from the Start Date to the Stop Date with any partial day counting as one whole day.

The amount of Free Days to apply will vary by transload facility, as follows:

| <b>NS Transload Facility</b>     | <b># Free Days</b> |
|----------------------------------|--------------------|
| <b>Lamberts Point, VA</b>        | <b>15</b>          |
| <b>Sandusky Dock, OH</b>         | <b>6</b>           |
| <b>Wheelersburg Terminal, OH</b> | <b>2</b>           |

Additional Free Days may apply pursuant to Section C herein.

The "Demurrage Days" will be calculated by taking Days on Hand minus the Free Days. If the resulting value is zero or negative, then Demurrage Days will equal zero for the period.

The "Demurrage Charge" is the applicable daily Demurrage Rate times the applicable Demurrage Days.

NS' Bulk Rail Inventory Management ("BRIM") system shall be the official record for all car demurrage information at NS Coal Transload Facilities.

#### **E. Demurrage Rates**

The per car Demurrage Rates at NS Coal Transload Facilities other than Lamberts Point, VA, shall be \$120.00 for each day up to 10 days after the initial Free Days and \$120.00 for day 11 after the initial Free Days and each day thereafter. The per car Demurrage Rates at Lamberts Point, VA, shall be \$30.00 for each day up to 15 days after the initial Free Days and \$120.00 for day 16 after the initial Free Days and each day thereafter.

| Lamberts Point Demurrage Charge Table |            |
|---------------------------------------|------------|
| # of days                             | Charge/day |
| 0-15 days                             | Free       |
| 16 – 30 days                          | \$30       |
| 31+ days                              | \$120      |

#### F. Demurrage Calculation

Each calendar month NS will calculate the Total Demurrage Charges due, if any, for all cars, for each Consignee at each NS Coal Transload Facility. Charges for each car shall be determined by multiplying the applicable Demurrage Rate times the applicable Demurrage Days for each car and adding the sum of those charges together to equal the “Total Demurrage Charges.” An example demurrage calculation for one car at Lamberts Point, VA follows:

Actual or Constructive Placement on 02/08/14

Vessel or barge Loading Commences on 03/28/14

Car physically dumps on 03/29/14

- Free Days = 15 days +
- Additional Free Days = 0 days (Section C)
- Total Free Days – Lamberts Point = 15 days
- 1<sup>st</sup> 15 Demurrage Days = \$30 per day
- After 15 Days = \$120 per day
- Start Date = 02/08/14
- Stop Date = 03/28/14
- Days on Hand = 48
- Less Free Days = 15
- Equals Demurrage Days = 33
- DEMURRAGE CALCULATIONS:
  - First 15 Demurrage Days @ \$30 = \$450
  - Next 18 Demurrage Days @ \$120 = \$2,160
  - 33 Total Demurrage Days
  - Total Demurrage Charges = \$2,610

## **G. Reconsignment**

If a Consignee Reconsigns a car to another Consignee (i.e. sells the coal in a car to another Consignee) before that car is physically dumped, then the original Consignee is responsible for all calculated Total Demurrage Charges up to and including the day of the Reconsignment. The new Consignee, to whom the car has been Reconsigned, agrees to assume responsibility for and pay all Total Demurrage Charges for such car beginning from the day after the car is Reconsigned. The cars that have been Reconsigned to the new Consignee will not qualify for additional Free Days, per Section C, and the Demurrage Rate to apply, from Section E, will be based upon the original arrival date of the car, less Free Days.

As an example for Lamberts Point, the new Consignee would pay \$120 per demurrage day if he received a Reconsigned car that arrived at the facility 31 days prior to the Reconsignment. If that car was not dumped for 10 days after it was Reconsigned, then the Total Demurrage Charges would be \$600 for that car which is 10 Demurrage Days times \$120/Day. The Reconsigned car would have accumulated a total of 41 total days from the original arrival date and the original Consignee would be billed for 16 Demurrage Days: 15 @ \$30/ day + 1 @ \$120/Day for a Total Demurrage Charge of \$570.

## **H. Demurrage Billing**

Billing will be performed each month for each Consignee by aggregating the Total Demurrage Charges calculated for each car physically dumped during the previous month for that Consignee. NS will send the demurrage bills to the Consignee and the Consignee agrees to pay such demurrage charges as may accrue under Consignee's account in accordance with Item 115. A summary report will be included with each such demurrage bill outlining per car Demurrage Charges.

## **I. Rejected Coal**

A car will be considered as rejected when the Consignee provides a verifiable refusal notice to the railroad. The refusal notice must be delivered via email or letter to personnel at the applicable NS Coal Transload Facility. Subsequent Total Demurrage Charges shall be paid by and are the responsibility of the Consignor and shall be calculated under the terms & conditions provided for in this Document. NS Unit Train Services shall notify the Consignor about refused coal within 24 hours, excluding Sundays and legal Holidays, after receiving the refusal notice from the Consignee.

## **500. LAMBERTS POINT MINIMUM WEIGHTS AND WEIGHING**

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Freight charges will be assessed on weights ascertained on Norfolk Southern Railway scales at Lamberts Point, VA or on the minimum weight as determined pursuant to Item 108 in this Document, whichever is higher.

## **501. PERMIT FOR TRANSPORTATION**

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Coal to be transported for dumping at Lamberts Point, VA will be handled only under permits issued by the NS Group Manager, pursuant to the provisions of Item 109 of this Document.

**502 NON-APPLICATION TO SHIPMENTS IN BOX CARS**

Coal loaded in box or stock cars will not be accepted for transportation under the provisions of this Document because cars of such types cannot be handled by the car-to-vessel transfer facilities at Lamberts Point, VA, piers to which rates published herein apply.

**503 DUMPING CHARGES**

| Rates in per ton of 2,000 pounds on total tonnage taken. |                      |                                                                                                            |          |
|----------------------------------------------------------|----------------------|------------------------------------------------------------------------------------------------------------|----------|
| Type of Vessel                                           | Service (See Note 1) | Coal                                                                                                       | [1] Coke |
| All Vessels<br>Other than open-top barges                | Dumping Only         | [2] \$8.50<br>[3] \$9.00 – two track<br>[3] \$9.50 – three track<br>[3] \$10.00 – four track<br>[4] \$9.50 | N/A      |
| Open-top Barges                                          | Dumping Only         | [2] \$7.15<br>[3] \$7.60 – two track<br>[3] \$8.00 – three track<br>[3] \$8.50 – four track                | 980      |

**NOTE 1** - The service of hand trimming and mechanical trimming will not be furnished by Norfolk Southern Railway at coal pier facilities.

**REFERENCES**

- [1] Will apply on Pitch Coke and Petroleum Coke only when prior arrangements are made with this Company for performance of the service.
- [2] Applicable only on straight-run dumping (when one or more classes of coal are dumped without mixing).

- [3] Applicable only on mixture dumping (when car of more than one class of coal are dumped in a sequence as specified by supplier).
- [4] Applicable only on two-dumper blending (when cars of more than one class of coal are dumped in a specified sequence with the flow through each dumper of a tandem set of dumpers being controlled at a predetermined ratio as specified by the supplier).
- [5] Applicable only on "slow dumping coal" – any dump order that contains coal with physical properties, such as viscosity, moisture content, granular composition, etc., that retard transloading to the extent that the total coal transloading rate is reduced below 30 cars per hour, when all other delays are excluded, shall be designated as "slow dumping coal"

Any coal in such dump order designated as "slow dumping coal" and all coal classes mixed in that dump order, shall incur dumping charges of fifty cents per net ton in addition to the otherwise applicable dumping charges.

#### 504. ANCILLARY SERVICES

##### Line Tending and Tug Assistance for Docking, Shifting, and Undocking

For tug assistance in docking, shifting and undocking, including line tending services, the following charges apply to:

| Type of Vessel<br>(Minimum of 10,000 NRT) | Rate<br>Per Net<br>Registered<br>Ton <sup>(1)</sup> |
|-------------------------------------------|-----------------------------------------------------|
| Steam or Motor Ships, with power          | \$0.79                                              |
| Steam or Motor Ships, without power       | \$0.96                                              |

| Type of Barge                                                                       | Rate<br>Per Barge |
|-------------------------------------------------------------------------------------|-------------------|
| Barges having 3,000 or less dead weight tons carrying capacity                      | \$2,878           |
| 3,001 to 6,000 dead weight tons carrying capacity                                   | \$4,342           |
| 6,001 to 10,000 dead weight tons carrying capacity                                  | \$7,249           |
| For each additional 1,000 dead weight tons of carrying capacity or fraction thereof | \$858             |

##### Dockage

For dockage, a charge of \$0.65 per net registered ton <sup>(1)</sup> shall apply to steam or motor ships berthed at Lamberts Point Pier 6 for the first twenty four (24) hours. For time exceeding 24 hours, the charge

will be \$0.02708 per net registered ton per hour or partial hour rounded up to the following hour, provided that no such charge shall apply for any periods of time during which the vessel occupies the berth while waiting to be loaded. The result shall be rounded to the nearest cent. No dockage charge shall apply to barges.

In the event that a vessel or barge fails to vacate the berth within two (2) hours of completion of loading, an additional charge of \$788.00 per hour or fraction thereof shall be assessed against said vessel or barge, unless prior written approval has been secured from NS.

In the event any vessel is unable to commence loading or has ceased loading operations due to breakdown of the vessel's machinery, inadequate quantities of coal, inadequate deballasting capability that materially inhibits the rate of loading, any labor dispute, force majeure or any other cause beyond the reasonable control of NS, then NS may order any vessel to vacate its berth. NS shall provide written notice advising of the requirement to vacate. The notice shall state the date and time the berth must be vacated and shall be presented at least four (4) hours prior to the required time of departure. The vessel shall be liable for dockage charges prior to the required time of departure, as well as a charge of \$788.00 per hour or fraction thereof for any time vessel remains in the berth after the required time of departure, unless prior written approval has been secured from NS.

### Fresh Water

For fresh water, the following charges apply:

\$200 plus \$1.00 per net ton of fresh water.

- (1) As documented in the *U.S. Customs Tonnage Tax Receipt*, or in the absence thereof, the then-current edition of *Lloyd's Register of Ships*.

### Additional Tug Services

The following charges shall apply for any tug services (including, but not limited to, repositioning, standby time, or supplemental tug assistance) needed beyond the standard vessel berthing activities (initial docking & departure undocking):

- \$2,813 tug response fee and \$1,875 per tug per hour tug services are needed
  - e.g. 4-hour tug response = \$2,813 + (\$1,875 x 4 hours) = \$10,313
- NS reserves the right to adjust this rate as needed to align with fuel costs assessed by the tug operators.
- The additional tug service charges as set forth above shall not apply if the tug services are a result of part-load authority requested by NS or NS operational issues