



Conditions of Carriage

CLXX 6000

ISSUED BY CARLOAD EXPRESS, INC.
AS AGENT FOR ACCOUNTS OF SUBSIDIARY RAILROADS

ALLEGHENY VALLEY RAILROAD COMPANY (AVR)
DELMARVA CENTRAL RAILROAD COMPANY (DCR)
OHIO TERMINAL RAILWAY COMPANY (OHIO)
SOUTHWEST PENNSYLVANIA RAILROAD COMPANY (SWP)

CARLOAD EXPRESS, INC.
519 CEDAR WAY
BUILDING 1, SUITE 100
OAKMONT, PA 15139
(412) 426-2000

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TABLE OF CONTENTS

INTRODUCTION 1

SECTION 1: RULES 2

 PARTICIPATING CARRIERS (1.1) 2

 GOVERNING DOCUMENTS, REFERENCES (1.2) 2

 AMENDMENTS & REVISIONS (1.3) 2

 GENERAL TERMS & CONDITIONS (1.4) 3

 RULES GOVERNING RECEIPT AND DELIVERY OF CARS (1.5) 3

 LOSS OF AND DAMAGE TO SHIPMENTS (1.6) 4

SECTION 2: SERVICES 6

 OVERVIEW OF SERVICES (2.1) 6

SECTION 3: DEFINITIONS, ABBREVIATIONS AND REFERENCE MARKS 8

 DEFINITIONS (3.1) 8

 ABBREVIATIONS (3.2) 11

INTRODUCTION

Carload Express, Inc. (CLXX) is a leading shortline railroad and transportation company serving Delaware, Maryland, Virginia, Pennsylvania, Ohio, and the surrounding region. Let our team of experienced, dedicated employees show you how to use the power of rail to transport your goods in the safest, most efficient, and cost-effective manner possible.

The heart of Carload Express is our four subsidiary railroads, the Allegheny Valley Railroad, Delmarva Central Railroad, Southwest Pennsylvania Railroad, and Ohio Terminal Railway. Well-situated on heavy commerce routes between the populous east coast and the industrial and agricultural heartlands of the rest of the U.S., our railroads offer professional, flexible service to a wide variety of customers.

This **Conditions of Carriage** CLXX 6000-Series Tariff contains the general rules, terms, and conditions of shipping via rail using our railroads. Each Carload Express railroad also publishes two tariffs describing the services and charges available for each railroad:

- **Freight Services for Rail Customers** 8101-Series Tariffs organize all rail services and charges that are applicable to Rail Customers
- **Freight Services for Connecting Carriers** 8201-Series Tariffs organize all rail services and charges that are applicable to Connecting Rail Carriers

If you have any questions, please contact: **Customer Service (412) 426-2800** or customer@carloadexpress.com

FOR RAILROAD EMERGENCIES CALL TOLL FREE 1 (844) 426-6400

SECTION 1: RULES

PARTICIPATING CARRIERS (1.1)

Except as otherwise expressly provided, references in this tariff to "CLXX" or "Railroad" include Carload Express, Inc. and each of the participating carriers.

1. ALLEGHENY VALLEY RAILROAD COMPANY (AVR)
2. DELMARVA CENTRAL RAILROAD COMPANY (DCR)
3. OHIO TERMINAL RAILWAY COMPANY (OHIO)
4. SOUTHWEST PENNSYLVANIA RAILROAD COMPANY (SWP)

GOVERNING DOCUMENTS, REFERENCES (1.2)

This tariff publication is applicable on all rail traffic moving in interstate or intrastate commerce, handled by Carload Express, Inc. and/or its subsidiaries, and is governed by the following:

1. OPSL 6000-series to the extent shown below:
 - a. For additions, changes in name or location, or abandonments of stations, for prepay requirements, restrictions as to receipt or delivery of freight, and changes in station facilities.
 - b. When a station is abandoned as of a date specified in the above-named tariff, all rules and charges applicable thereto, as published in this tariff, are inapplicable on and after that date.
2. BOE 6000-series governing the transportation of explosives and other dangerous articles, including specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles.
3. Tariff NSO 6100 - series.
4. For marked capacities, lengths, dimensions and cubical capacities of cars, see Official Railway Equipment Register (RER) 6413 - series.

Where reference is made in this tariff to tariffs, price authorities, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such price authorities and reissues of such items, notes, rules, etc.

Local time is applicable and is expressed on the basis of the 24-hour clock. For example, 12:01 AM is expressed as 0001 Hours.

AMENDMENTS & REVISIONS (1.3)

This tariff will be amended by the following symbols: ↑ to indicate rate increase; ↓ to indicate rate decrease; → to indicate a text-only change.

This tariff CLXX 6000-series and accompanying Subsidiary Railroad-issued 8101- and 8201-series tariffs cancel all Railroad-issued 8100-series tariffs. Provisions not brought forward are hereby cancelled.

Subsequent issues of tariffs will be denoted by a tariff version letter, such as 6000-A or 8101-D.

GENERAL TERMS & CONDITIONS (1.4)

1. Shipments made under the rates contained in this tariff are entitled also to terminal and transit services and privileges, and are subject to the charges, allowances, rules and regulations legally applicable thereto.
2. When such charges, allowances, rules or regulations are provided for in separate price authorities, corresponding or conflicting provisions contained in this tariff will not apply.
3. Cars will not be accepted for handling in switching service under the provisions of this tariff if billed "Order Notify" or if moving under straight bills of lading, which require the surrender of the bill of lading, a written order, or other document before making delivery.
4. Except as otherwise provided, when a passenger car, empty freight car, locomotive, or other railroad equipment moving on own wheels is switched by Railroad, a charge will be assessed the same as a loaded car.
5. Where no switching charge is provided in this tariff (or associated 8101- or 8201-series, as applicable) switching service will not be performed.
6. Except as otherwise expressly provided, Railroad will not absorb any charges assessed by connecting railroad carriers. For absorption of Railroad charges by connecting carriers, please consult that carrier's 8100-series tariff (or equivalent).
7. Nothing in bills of lading shall be construed to obligate Railroad to verify the rates specified on such bills of lading, to notify shippers of inaccuracies in those rates, or to reject bills of lading tendered by shippers and containing inaccurate rates including rates which have application but not via the routing shown on the bill of lading.
8. This tariff does not grant the use of private sidetracks to other than the owners, or to those to whom the privilege of use is granted by the owners.
9. To the extent not governed by Federal law, the laws of the Commonwealth of Pennsylvania shall govern the construction and interpretation of these Conditions of Carriage and all rights and obligations of the parties under these Conditions of Carriage.

RULES GOVERNING RECEIPT AND DELIVERY OF CARS (1.5)

Except as otherwise provided, cars of freight moving under carload, multiple carload, or unit-train interline switching (including switching charges or empty cars moving with or without charge) will be delivered on and removed from Customer tracks (e.g. private sidings or industrial tracks) near and connecting with Railroad's tracks without any additional charge, provided there are no conditions which make it unsafe for Railroad's locomotives and employees to operate over such tracks, or that prevent Railroad from receiving or delivering cars at its ordinary operating convenience.

Except as otherwise provided, such cars will be received and delivered at loading and unloading locations on Customer tracks without additional charge (Exceptions) when that service can be ordinarily performed in continuous movement at Railroad's ordinary operating convenience (Notes 1, 2 and 3) and provided the locomotives in general use for switching in the vicinity of the industry can safely operate over such industrial tracks.

EXCEPTIONS

1. When receipt or delivery of cars cannot be accomplished in continuous movement at Railroad's ordinary operating convenience because of any condition caused by Customer, and when it appears that the delay will be of a temporary nature, the locomotive may be held, and the service completed when conditions permit. Charge for delay of locomotive may apply.
2. When receipt or delivery of cars cannot be accomplished in continuous movement at Railroad's ordinary operating convenience because of any condition caused by Customer and, after reasonable period of delay, the

condition preventing completion of service has not been removed or eliminated, Railroad may at its option, withdraw its locomotive and place any inbound cars on a hold or other available track at or near Customer. Charges for delay of locomotive and subsequent movement of cars may apply.

EXPLANATION OF NOTES

1. Continuous movement means a movement between Railroad's tracks and the Customer facility where cars are received or delivered without any delay or suspension or break in time, or ordinary continuity of movement, due to any condition for which Customer is directly responsible.
2. Ordinary operating convenience means that receipt or delivery of cars will be provided by Railroad at Customer facility at times as follows:
 - a. When switching locomotives perform services, the time shall be that which is most advantageous to the Railroad in relation to its coordinated and harmonious switching in a particular switching district.
 - b. When line-haul locomotives perform services, the time shall be train arrival time at the private siding or industrial track.
 - i. Ordinarily, the time shall be only one switch per day and only on days when Railroad has regularly scheduled service at the Customer's facility, except that Railroad may, at its discretion only, make additional switches when necessitated by volume of traffic or to secure prompt release of equipment or facilities.
3. Except as otherwise provided, the operations performed by Railroad as necessary incidents to the receipt and delivery of cars at Customer facility, that shall not be deemed to break the "continuous movements", to be in excess of the "ordinary operating convenience" of Railroad, to be a "condition caused by Customer", nor to be a "condition for which Customer is directly responsible" as those terms are used in these rules, shall be as follows:
 - a. The removal and placement of cars empty, partly loaded, partly unloaded, or loaded when incidental to the placement or removal of other cars.
 - b. Classifying, sorting and lining up cars on Customer or Railroad tracks.
 - c. Operations performed in providing a service for which a specific charge applicable to delay of Railroad locomotive is authorized pursuant to published tariff.
 - d. The temporary holding of cars on tracks of Customer for instructions from shipper or receiver.

LOSS OF AND DAMAGE TO SHIPMENTS (1.6)

1. Unless modified in a transportation contract or a general or customer specific rate quotation, Railroad will assume liability for loss and damage under the terms of 49 USC 11706 and the terms of the Uniform Bill of Lading. Where provisions maintained by other railroad parties to the through route differ from those provided herein, the level of liability assumed by the origin carrier will apply; provided, however, that such level of liability shall not exceed \$25,000.
2. As a condition precedent to any right to recovery for loss, damage, or delay to cargo, a written claim must be filed within nine (9) months after delivery of a shipment (or if delivery is not made, within nine (9) months after a reasonable time for delivery) with the immediately preceding or subsequent line-haul carrier to or from Railroad.
3. Railroad 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. Railroad shall have no

liability for failure to transport any shipment by any particular train or in time for any particular market regardless of whether Railroad knew or should have known of a need or expectation for such transport. Furthermore, Railroad does not guarantee the providing of empty railcars in accordance with any schedule regardless of whether Railroad knew or should have known of the need for such empty railcars. Unless otherwise expressly agreed to by Railroad and the party with whom Railroad has contracted (the consignor or consignee, as the case may be) in a writing executed by both parties, Railroad will transport property with reasonable dispatch in accordance with the Uniform Bill of Lading.

4. Railroad will not be liable for loss, damage, or delay caused by: an act of God, a public enemy, terrorism or cyber-attack; the authority of law, riots, strikes, acts of civil disobedience, an inherent quality or characteristic in the commodity, natural shrinkage, or an act or default of Shipper, consignor, consignee, owner, or any contracting party, including but not limited to, the failure of the Shipper or any other party to properly block or brace the lading; or the stoppage and holding in transit of lading at the request of the shipper, consignor, consignee, owner, or any contracting party.
5. Railroad's liability will not extend beyond the actual physical loss or damage to the cargo itself, including any costs reasonably incurred in efforts to mitigate the loss or damage; provided, however, that such level of liability shall not exceed \$25,000.
6. In no event shall Railroad be liable for any incidental, special, indirect or consequential damages whatsoever (including but not limited to lost profits, business interruption expenses and shipper or consignee's liability to their own customers for liquidated damages or other damages) arising out of or related to the services provided under this item 1.6, even if advised of the possibility of such damages.
7. Railroad does not make any representations as to the suitability of cargo for rail transportation. The customer acknowledges also that there are significant forces exerted on the cargo in rail transportation that may require additional packing measures for the cargo to move safely.
8. Railroad will not be liable for damage arising from atmospheric conditions when such damage occurs to lading loaded in open-top or on flatbed rail cars. Protective covering sufficient to protect such lading must be furnished and installed by the Shipper. Railroad will not be liable for the durability and suitability of the protective covering.
9. Failure of the destination railroad to inspect damaged cargo for any reason will not relieve the claimant from the requirement of establishing that cargo was delivered in a damaged condition and was properly blocked and braced. Failure of the destination railroad to inspect damaged cargo for any reason will not be considered an admission of liability by Railroad.
10. Unless otherwise expressly agreed to by Railroad in writing, with regard to automobiles transported by Railroad the lading shall be considered to be the automobile only and shall not include any loose items or automobile components, including, but not limited to, car mats, antennas, uninstalled radio or speakers, etc. (collectively "Loose Items"). Loose Items placed in an automobile by shipper are transported by Railroad at the sole risk of loss of shipper.

SECTION 2: SERVICES

OVERVIEW OF SERVICES (2.1)

INTERLINE SWITCHING

Most railcars moving on Carload Express railroads move under Interline Switching Service. Interline switching includes the movement of loaded cars (and empty cars moving on own wheels), on revenue billing, between interchange tracks of connecting carriers and stations on the particular Carload Express railroad, on which connecting carriers have had or will have their own line-haul movement to or from the station at which the rail service is performed. Interline switching services are chargeable to connecting carriers and are further described in each subsidiary railroad's 8201-series tariff, [Freight Services for Connecting Carriers](#).

IN-NETWORK SWITCHING

In-network switching is available for those *rare* cases where railcar shipments make a complete cycle of loading and unloading (or vice-versa), either solely on a CLXX railroad, or jointly with a CLXX railroad and a non-interline connecting railroad (typically a connecting shortline railroad). These services are only available for shipments that are not moving in Interline Switching service. In-network services are chargeable to Customer and are further described in each subsidiary railroad's 8101-series tariff, [Freight Services for Rail Customers](#).

INTERMEDIATE SWITCHING

A switching movement between the interchange tracks of one carrier to the interchange tracks of another carrier. Intermediate switching services are chargeable to connecting carriers and are further described in each subsidiary railroad's 8201-series tariff, [Freight Services for Connecting Carriers](#).

INDUSTRIAL SWITCHING

Industrial switching services, such as inter-plant, intra-terminal, and inter-terminal switching are available to customers for railcars moving in conjunction with revenue billing via Interline Switching or In-Network Switching. Industrial Switching services are chargeable to Customer and are further described in each subsidiary railroad's 8101-series tariff, [Freight Services for Rail Customers](#).

DEMURRAGE

To encourage the efficient utilization of railcars and the rail network, we apply daily charges to cars that are held in customer control beyond the allocated (free) time. Planning your rail usage based on your facility's throughput and capacity will minimize these expenses by avoiding processing of more cars than your facility can routinely handle. Demurrage is chargeable to Customer and is further described in each subsidiary railroad's 8101-series tariff, [Freight Services for Rail Customers](#).

STORAGE

Customers may desire to store loaded or empty railcars over a longer period of time for railcar inventory or product inventory management purposes. Such storage is not typically incidental to the movement of railcars for loading or unloading. Storage is chargeable to Customer and is further described in each subsidiary railroad's 8101-series tariff, [Freight Services for Rail Customers](#).

PUBLIC DELIVERY TRACK

A track or tracks assigned by Railroad for use of the general public for loading and unloading. All public delivery tracks are closed to reciprocal switching. Public Delivery Tracks are further described in each subsidiary railroad's 8101-series tariff, Freight Services for Rail Customers.

RECIPROCAL SWITCHING

An arrangement between carriers serving the same station or industrial switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the other carrier on shipments having an immediately preceding or following line-haul movement via the other carrier. **Provisions of Reciprocal Switching do not apply on CLXX and/or subsidiaries.** Shipments to or from CLXX customers must move in interline or in-network switching service.

SECTION 3: DEFINITIONS, ABBREVIATIONS AND REFERENCE MARKS**DEFINITIONS (3.1)****CARE OF PARTY**

The Care of Party may be a third-party company unloading a railcar on behalf of the Customer at the rail destination. A Care of Party is not normally associated with the origin or shipper.

CLOSED GATE

When a car cannot be placed on Customer's siding at time of arrival due to siding having a locked gate or standing instructions not to place any cars unless the Customer first contacts Customer Service for placement instructions. All cars are constructively placed at time of arrival.

CONSIGNEE

The party to whom a shipment is consigned, or the party entitled to receive the shipment. For the purposes of this tariff, Consignee included any person who receives railcars from a rail carrier for unloading, as more specifically described in 49 CFR Part 1333.

CONSIGNOR

The party in whose name a car is 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.

CUSTOMER

The shipper (consignor), consignee, or care-of party that is physically served by a CLXX subsidiary railroad, and is the party responsible for the timely loading, unloading, or storage of railcars on tracks owned by, leased to, or otherwise made available to that party for this purpose. May be a plant, industry, lease track, public delivery track, warehouse, etc.

CUSTOMER TRACK

(Also Customer-controlled Track) Track assigned for Customer use including privately-owned or leased track.

CUSTOMER-CONTROLLED CAR

A car of any ownership specifically requested and assigned to a Customer or Consignor for their exclusive use.

DIVERSION

A diversion is any order received by Railroad that requires a change in the billing document of a shipment, a change in the freight payer of a shipment, or stopping a car for the purpose of delivery or reforwarding.

FORWARDING INSTRUCTIONS

Bill of lading or other suitable order containing all the necessary information to transport the shipment to final destination. Bill of lading or other suitable order must be given to Railroad via electronic data interchange, electronic mail, or facsimile to Customer Service at (412) 426-8800.

INDUSTRIAL TRACKS

Tracks serving a particular industry, whether located upon the property of CLXX or upon property owned or leased by the industry.

INTERCHANGE TRACKS

Interchange tracks are tracks on which cars are interchanged between CLXX railroads and connecting lines.

INTERSTATE TRAFFIC

Traffic moving from a point in one state to a point in another state, or a shipment moving from a point in a state to another point in the same state but moving outside the state while in transit.

INTRASTATE TRAFFIC

Traffic moving from a point in a state to another point in the same state, which does not move outside of the state while in transit.

LINE-HAUL SERVICE

Rail freight service provided by a connecting carrier, often a Class I or Class II carrier, whereby that carrier has an agreement with CLXX to list or adopt CLXX rail stations as its own, or for CLXX to serve its stations from a designated interchange point; and in which that carrier is named in the waybill route or has issued the waybill, and may be responsible for collecting payment for freight from the applicable Customer.

LOADING

The complete or partial loading of a car in conformity with railroad loading and clearance rules and the furnishing of forwarding instructions.

OPEN GATE

When a Customer does not place any restrictions (physical or otherwise) on Railroad to place cars on their Customer-controlled siding upon arrival.

PARTIAL UNLOADING

The partial unloading of a car and furnishing of the proper forwarding or handling instructions.

RAILROAD-CONTROLLED TRACKS

All tracks which Railroad provides for its own uses and purposes and other tracks located inside of its right-of-way or yards and terminals.

RECONSIGNMENT

An order provided by consignor to bill a car to other than the original consignee. (An order to turn over the car to another party that does not require any additional movement of the car is not a reconsignment).

REFUSED LOADED CAR

When the original loaded car is refused at destination without being unloaded.

RELOADING

When a car is held for loading after being released as an empty.

RESHIPMENT

A new document by which the entire original shipment is forwarded in the same car to another destination.

UNLOADING

The complete unloading of a car, and notice from the consignee that the car is empty and available to CLXX.

ABBREVIATIONS (3.2)

Abbreviation	Description
AAR	Association of American Railroads
AVR	Allegheny Valley Railroad Company
BLK	Applies in Bulk
BOE	Bureau of Explosives
BPRR	Buffalo & Pittsburgh Railroad Company
CHC	Applies in Covered Hopper Cars
CL	Applies in Carloads
CLXX	Carload Express, Inc. & Subsidiary Railroads
CO	Company
CSXT	CSX Transportation, Inc.
DCR	Delmarva Central Railroad Company
Jct	Junction
MDDE	Maryland and Delaware Railroad Company
NS	Norfolk Southern Corporation
OHIO	Ohio Terminal Railway Company
OPSL	Official List of Open and Prepay Stations
PIH	Poison Inhalation Hazard
PVT	Applies in Private Cars
RER	Official Railway Equipment Register
RPS	Railroad Publication Services, Agent
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
SWP	Southwest Pennsylvania Railroad Company
TEA	Tariff Executive Association
TIH	Toxic Inhalation Hazard
UFC	Uniform Freight Classification
WE	Wheeling & Lake Erie Railway Company