



CLXX 6000

**Series Rev. C**

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

**ALLEGHENY VALLEY RAILROAD COMPANY (AVR)  
DELMARVA CENTRAL RAILROAD COMPANY (DCR)  
SOUTHWEST PENNSYLVANIA RAILROAD COMPANY (SWP)**

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# CONDITIONS OF CARRIAGE – CLXX 6000

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## INTRODUCTION

Carload Express, Inc. (CLXX) is a leading shortline railroad and transportation company serving Delaware, Maryland, Virginia, Pennsylvania, 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 three subsidiary railroads, the Allegheny Valley Railroad, Delmarva Central Railroad and Southwest Pennsylvania Railroad. 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](mailto: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. 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.
5. Carload Express, Inc. and its subsidiaries are not parties to Freight Tariff RIC 6007-Series (Payment of Mileage on Private Cars), and except as otherwise expressly provided herein, do not pay per diem hourly or mileage charges on private cars.

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 effective date e.g. 6000 1-1-21.

**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.

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**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.

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#### 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 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.
5. 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.
6. 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.
7. 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.
8. 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, secure, 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.
9. Railroad will not be liable for any claims arising out of an overloaded rail car, including but not limited to damage to rail equipment, track, or other infrastructure. An overloaded car is 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. Overload charges may be applied as per the applicable 8101-series tariff.
10. 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.
11. 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 document CLXX-6000 Series or other associated documents including but not limited to Railroad 8101 and 8201 Series tariffs, even if advised of the possibility of such damages.

## GENERAL LIABILITY (1.7)

## CUSTOMER RESPONSIBILITY (1.7.1)

1. Customer shall load, block, brace, and secure its Shipments in accordance with all applicable Governmental Regulations, Railroad requirements, and the loading rules of the AAR. Customer and Railroad may agree to modify the loading rules of the AAR if approved in writing by Railroad. Customer shall load, block, brace, and secure its shipments to withstand normal forces experienced during rail transportation. Customer shall provide protection for its Shipments from environmental elements, vandalism, and abrasion, if such protection is desired. Customer shall be responsible for all Damages caused by improper or inadequate loading, unloading, blocking, bracing, securing, or protecting of its Shipments.
2. Customer must provide a copy of this Conditions of Carriage and applicable Railroad tariffs, or notify any and all other parties involved in any transaction of all the provisions, restrictions, and limitations contained in this Conditions of Carriage and applicable Railroad tariffs; provided that if Customer fails to do so, Customer agrees to defend and indemnify Railroad for any and all costs associated with claims or lawsuits alleging a lack of knowledge of the terms and conditions of this publication.

## INDEMNITY OBLIGATIONS (1.7.2)

1. CUSTOMER IS SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RAILROAD AGAINST ALL DAMAGES RESULTING FROM ANY SPILL, RESPONSE, MITIGATION, CLEANUP, OR DISPOSAL DUE TO CUSTOMER'S NON-COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THIS PUBLICATION.
2. CUSTOMER IS SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RAILROAD AGAINST ALL DAMAGES DUE TO ANY DEFECT IN A PRIVATE CAR, OR DUE TO THE PRESENCE OF ANY TRACE OF CHEMICALS OR CONTAMINANTS IN THE COMMODITY THAT ARE NOT PROPERLY DESCRIBED IN THE BILLING INSTRUCTIONS.
3. CUSTOMER IS SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS RAILROAD FROM ALL CLAIMS AND LAWSUITS FOR DAMAGES BROUGHT BY ANY PERSON(S) OR ENTITY(IES) ALLEGING PROPERTY LOSS, PERSONAL INJURY, OR DEATH, OR ANY OTHER DAMAGE ARISING OUT OF OR RESULTING FROM ANY ACT OR OMISSION OF CUSTOMER, AND SPECIFICALLY FROM ALL CLAIMS AND LAWSUITS RESULTING FROM CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS AND PROVISIONS CONTAINED IN THIS PUBLICATION, OR CUSTOMER'S FAILURE TO COMPLY WITH APPLICABLE GOVERNMENTAL REGULATIONS RELATING TO RAILROAD'S TRANSPORTATION, STORAGE, OR CUSTODY OF THE SUBJECT SHIPMENT.
4. THE INDEMNIFICATION OBLIGATIONS PROVIDED IN THIS SECTION 1.7.2 SHALL APPLY EVEN IF RAILROAD IS ACCUSED OR ALLEGED TO HAVE CAUSED DAMAGES THROUGH ITS OWN NEGLIGENCE, NEGLIGENCE PER SE, OR STRICT LIABILITY.
5. Limitations on Liability. In no event shall Railroad be liable for any special, consequential, indirect, incidental, or punitive damages whatsoever (including, but not limited to, lost profits, business interruption expenses, lost use of equipment, increased equipment rental or replacement cost, and Customer's liability to their own customers for liquidated damages or other damages), even if advised of the possibility of such damages in advance. Any shortfall payments or other liquidated damages set forth in any applicable Agreement will not be considered special, consequential, indirect, incidental, or punitive damages.

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**STANDARD SIDING AGREEMENT (1.7.3)**

All transportation services provided by CLXX pursuant to this Document are intended solely for performance over tracks owned or leased by CLXX. 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 CLXX and the owner/lessee of the private track. In the absence of such an executed siding agreement, the operations of CLXX 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 CLXX standard siding agreement, which terms and conditions are incorporated by reference into this Document. The CLXX standard siding agreement can be found at:

<https://www.carloadexpress.com/publications-tariffs/>

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**PAYMENT OF CHARGES (1.8) ➔**

Shipper, consignee or connecting carrier shall be liable for payments of the transportation charges accruing on a shipment as established by law and these Conditions of Carriage, and nothing herein shall limit the right of Railroad to require at time of shipment the prepayment or guarantee of charges. Shipper will pay Railroad if shipment is prepaid, or be responsible for payment if shipment is made collect, and pay immediately upon presentation of a bill therefor by Railroad unless credit has been granted pursuant to Rule 1.85 of these Conditions of Carriage. If shipper, consignee, or connecting carrier has entered into an agreement for credit with Railroad, the terms and conditions of the credit agreement will supersede any prepayment or payment upon demand requirement. If transportation charges have not been prepaid, or shipper, consignee, or connecting carrier has not entered into an agreement for credit with Railroad, Railroad shall not make delivery of the shipment without payment or guarantee by shipper or consignee of all charges. Placement of equipment by Railroad under credit agreement for unloading shall be deemed acceptance of shipment for the purpose of incurring freight charges under a credit agreement. Acceptance of shipment by consignee or beneficial owner shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to, demurrage and switching services performed at destination. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for other reasons. Demurrage, switching and other accessorial and/or incidental charges are payable by Shipper and/or consignee and/or connecting carrier as applicable pursuant to the publications set out in Railroad Tariffs series 8101 and series 8201.

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**EXTENSION OF CREDIT (1.8.5)**

(1) Acceptance by RAILROAD of a tender of a shipment does not constitute the extension of credit by RAILROAD to Payor. Credit shall only be extended through the Credit Department of RAILROAD. If RAILROAD extends credit, it is granted only as a convenience to Payor and may be revoked by RAILROAD at any time as to any shipment (including those in transit) without notice by RAILROAD. 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 RAILROAD 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 RAILROAD's Credit Department.

(2) Where credit has been extended to Payor, payment must be received by RAILROAD within Twenty (20) days of the date of the freight bill or invoice.

(3) Where credit has not been extended to Payor, payment of transportation charges must be made to RAILROAD in advance of the shipment in cash.

(4) In the event that Payor shall dispute the amount of a bill, Payor shall notify RAILROAD within the credit period of the disputed amount and the basis for the dispute.

(5) RAILROAD 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 RAILROAD in the form of linehaul freight charges, switching charges, demurrage and storage charges, accessorial charges, and any other amounts owed under the governing rate authority, transportation contract, or any other publication referenced in these Conditions,

(6) 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 these Conditions of Carriage 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 these Conditions of Carriage and law unless otherwise expressly stated by a written agreement.

(7) RAILROAD shall have the right to assess a finance charge of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) against unpaid linehaul freight charges, switching charges, demurrage and storage charges, accessorial charges, and any other amounts owed under the governing rate authority, transportation contract, or any other document referenced in these Conditions. Finance charges will be calculated using a daily rate of .0493% (18% / 365 days). The finance charge will accrue daily beginning on the due date until payment is received by RAILROAD.

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#### **BANKRUPTCY (1.8.6)**

In the event Shipper or Consignee files or is the subject of a filed petition in bankruptcy and has a transportation contract or other agreement with Railroad (collectively "Agreement"), Shipper/Consignee will, as soon as practicable:

1. Identify carrier 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 carrier 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 petition in bankruptcy.

In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without Railroad's consent, unless Railroad is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with Railroad as security for the timely payment of invoices for services rendered in an amount equal to the average (30) day accrual for such charges.

#### **FUEL SURCHARGE (1.9) ➔**

CLXX may, at its sole discretion, choose to invoice customers for fuel based on the Norfolk Southern Industrial Products \$2.50 Mileage-Based Program Terms. The details of this program can be found at: <http://www.nscorp.com/content/nscorp/en/transportation-terms/other-requirements/fuel-surcharge/industrial-products--2-50-mileage-based-program-terms.html>

Mileage charts for used for surcharge calculations are available upon request to the manager of customer service.

## SECTION 2: SERVICES

### OVERVIEW OF SERVICES (2.1)

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#### 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](#).

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#### 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](#).

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#### 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](#).

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#### 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](#).

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#### 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](#).

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#### 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](#).

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**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.

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**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) →**

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**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.

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**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.

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**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.

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**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.

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**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.

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**CUSTOMER TRACK**

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

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**CUSTOMER-CONTROLLED CAR**

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

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**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.

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**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.

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**INDUSTRIAL TRACKS**

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

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**INTERCHANGE TRACKS**

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

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**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.

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**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.

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**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.

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**LOADING**

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

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**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.

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**PARTIAL UNLOADING**

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

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**PAYOR**

The Payor is the party primarily responsible for the payment of freight and other charges arising pursuant to these Conditions of Carriage. The Payor may be the Shipper, Consignee, Connecting Carrier or some other party who has entered into a credit or payment arrangement with Railroad pursuant to sections 1.8 and 1.85 above.

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**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).

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**REFUSED LOADED CAR**

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

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**RELOADING**

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

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**RESHIPMENT**

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

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