



TGS Tariff of Switching Demurrage & Assessorial Services

TGS 8000

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CHECK SHEET OF ITEMS AND REVISIONS

The items contained in this publication are listed consecutively by number. The paragraph that has been changed within an item will contain one of the following reference marks placed next to the item number:

- (I) Denotes increase
- (R) Denotes reductions
- (C) Denotes changes in wording which result in neither increases nor reductions in charges
- (N) Denotes new item

In addition, the effective date of the revised item will be added to this index page "CHECK SHEET OF ITEMS AND REVISIONS" to identify which item(s) have been changed.

Revision Type	Item Number and Description	Effective Date
(N)	New Publication – ALL ITEMS SHOULD BE EXAMINED	December 1, 2023

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Services

The initial placement or pick-up of railcars moving in loaded freight service at your location is the normal service a rail customer uses. There may be times when you require additional services.

ITEM 10 – TGS Publications

This publication is available on the internet for viewing or printing at [TGS Cedar Port Railroad](#). For general rules and conditions of carriage (including credit establishment and glossary of terms) and other miscellaneous charges, please refer to publication TGS 9000-Series. All publications for which a subscribing carrier is listed should be reviewed before shipping/receiving railcar(s).

ITEM 15 – TGS Station List

This TGS serves the following station(s):

Cedar Port, TX – SPLC 684693 – FSAC 10011 – CDPRT

ITEM 20 – Reference to Tariffs, Items, Notes and Rules

Where reference is made in this tariff to tariffs, items, notes or rules such reference(s) are continuous and include supplements to and successive issues and reissues of such tariffs, items, notes and rules.

ITEM 30 – Currency and Increases

Chargeable fees published herein are subject to increase by republication and are in United States Dollars (USD).

ITEM 40 – Cancellation Notice and Methods

TGS 8000 cancels TGS Cedar Port Railroad Switching, Accessorial & Demurrage Tariff And Terms dated August 1, 2023 and supplements thereto. Provisions in TGS Tariff 8000 that are not published herein may be listed in a contract or another published Tariff in which TGS subscribes. All publications and contracts should be reviewed prior to tendering shipments on any railroad.

As this tariff is supplemented, letter suffixes will be used in alphabetical sequence starting with letter A. For example: TGS 8000-A would cancel TGS 8000, and then TGS 8000-B would cancel TGS 8000-A. Individual item(s) may also be handled in the supplements the same way.

ITEM 50 – Articulated Railcars

For articulated railcars, any applicable fee(s) listed in this tariff will be **doubled** and applied to each railcar.

ITEM 55 – Date to Determine Level of Charge

The applicable rate for reciprocal switching will be the charge in effect on the date of actual physical interchange as reported by the TGS train crew. All other charges will be in effect on the date of release or service requested.

ITEM 60 – Reciprocal Switching Charges Non-Hazardous Railcars

All Customers & All Stations on the TGS	Item 100
<p>A reciprocal switch fee will be assessed on every loaded railcar that contains non-hazardous commodity and is interchanged with TGS at Cedar Port, TX (CDPRT).</p> <p><i>Note 1: When a flat car of mechanical designation FG or FW of any capacity, or a flat car of mechanical designation FM of 151,000 pounds or more capacity is used to transport any freight on the TGS. For description of mechanical designations mentioned herein, see Official Railway Equipment Register.</i></p> <p>There could be special train charges that apply in these moves and these charges are in addition to this item. See item 270.</p> <p><i>Note 2: When a flat car of mechanical designation FD of any capacity is ordered or appropriated by shipper and/or used to transport any freight at or between stations reached by the TGS. For description of mechanical designations mentioned herein, see Official Railway Equipment Register.</i></p> <p>There could be special train charges that apply in these moves and these charges are in addition to this item. See item 270.</p>	<p>\$130 per railcar</p> <p>\$650 per railcar – Note 1</p> <p>\$2,000 per railcar – Note 2</p> <p>Responsibility: BNSF if interchange occurs between TGS and BNSF.</p> <p>UP if interchange occurs between TGS and UP.</p>

ITEM 65 – Reciprocal Switching Charges Hazardous Railcars

All Customers & All Stations on the TGS	Item 105
<p>A reciprocal switch fee will be assessed on every loaded railcar that contains hazardous commodity and is interchanged with TGS at Cedar Port, TX (CDPRT).</p>	<p>\$130 per railcar containing hazardous materials.</p> <p>\$2,500 per railcar containing TIH/PIH hazardous materials.</p> <p>Responsibility: BNSF if interchange occurs between TGS and BNSF.</p> <p>UP if interchange occurs between TGS and UP.</p>

ITEM 100 – Empty Railcars “Order Not Used”

Empty railcars returned unused switching	Item 100
<p>A switch fee will be assessed when an empty railcar is furnished for loading but is not loaded or is refused by the facility.</p> <p><i>Note 1: If a railcar is furnished by a railroad and is not in proper condition for loading, fee will be assessed against the railroad furnishing the railcar or contractual handling of this item supersedes this Tariff.</i></p>	<p>\$300 per railcar</p> <p>Responsibility: Party that released railcar “unused” or Railroad that furnished railcar “unfit for loading”.</p>

ITEM 110 –Release without Billing

Railcars released without proper billing	Item 110
<p>When a railcar is released and removed from the location of release and is subsequently held by the TGS awaiting forwarding instructions (including railcars held due to embargo), a fee will be assessed.</p> <p>This applies to loads or empties.</p> <p><i>Note 1: This fee is in addition to DEMURRAGE charges (see Item 320 Exception 2)</i></p> <p><i>Note 2: If a railcar is subsequently ordered returned to the location of release, an INDUSTRY SETBACK will apply (see Item 240).</i></p>	<p>\$200 per railcar</p> <p>Responsibility: Party releasing railcar</p>

ITEM 115 – Improper Release

Improper release of railcar(s)	Item 115
<p>When the TGS is unable to remove railcar(s) because loading or unloading has not been completed or other reason not attributable to the the TGS, the railcar(s) will remain on DEMURRAGE as if the release had not been instructed and fees will be charged for each improperly released railcar.</p> <p>This applies to loads or empties.</p> <p><i>Note 1: If the placement of railcar(s) cannot be accomplished due to improper release of railcar(s), the railcar(s) attempted/ordered for placement will remain on DEMURRAGE.</i></p> <p><i>Note 2: This includes railcars that cannot be moved until doors, latches, gates & tie-down devices are secured and/or until railcar is safe to move.</i></p>	<p>\$1,200 per railcar (\$2,400 max per occurrence)</p> <p>Responsibility: Party releasing railcar(s)</p>

ITEM 120 – Service Days

Service Days	Item 120
<p>Service of each Customer is subject to change at the discretion of TGS. Please contact customer services listed on page 2 of this tariff for current schedule of service to your facility.</p>	<p>Responsibility: Party served by TGS</p>

ITEM 125 – Special Switching

Service outside normal operating hours	Item 125
<p>The TGS will endeavor to meet all Customer requirements during normal operations.</p> <p>Upon written request to email for customer services listed on page 2 of this tariff (at least twenty-four (24) hours in advance of requirement for special switching service during the week and at least forty-eight (48) hours in advance of requirement for special switching weekend service.</p> <p>TGS will determine ability to perform special switching service.</p> <p>If TGS receives a written request from Customer to furnish necessary locomotive(s) and crew(s) to perform service at other than normal assigned time for a specific location and TGS is accepting and able to perform requested service, this item applies.</p> <p>TGS may refuse or restrict any request for service outside of normal service hours.</p> <p>This applies to loads or empties.</p> <p><i>Note 1: Charges shall be assessed for each service and will be in addition to any other chargeable services performed in connection therewith.</i></p> <p><i>Note 2: See ITEM 120 for Service Days</i></p>	<p>\$550 per hour, or fraction thereof (8hr minimum, or \$4,400.00)</p> <p>Responsibility: Party requesting service</p>

ITEM 200 – Intra-plant Switching

Intra-plant switching	Item 200
<p>An intra-plant switch fee will be assessed if you request TGS to switch specific railcars to specific spots or tracks within the confines of your facility.</p> <p>This applies to loads or empties.</p>	<p>\$300 per railcar</p> <p>Responsibility: Party requesting switch</p>

ITEM 205 – Cherrypick Switching

Cherrypick switching	Item 205
<p>Railcars release from facility or ordered to facility for placement, chosen by specific equipment mark/number, rather than by the operational sequence (commonly referred to as cherrypicking), will receive an additional charge per railcar.</p> <p>Cherrypicking applies to both loads and empties.</p>	<p>\$150 per railcar</p> <p>Responsibility: Party requesting railcar release or ordering railcars for placement.</p>

ITEM 210 – Intra-terminal Switching

Intra-terminal switching	Item 210
<p>An intra-terminal switch fee will be assessed if you request TGS to move a railcar from one track to another track located on the TGS (other than an intra-plant switch) within the switch limits of the same station.</p> <p>This applies to loads or empties.</p> <p>Some examples include:</p> <ul style="list-style-type: none"> • When a Customer requests TGS to return a previously received empty private railcar to interchange without loading the railcar. • A railcar that could not be placed at a Customer's facility and had to be brought back to the yard. • A railcar that requires movement to address an issue with the railcar or a Customer's issue at their facility. • Railcars received for dismantling on the TGS. 	<p>\$400 per railcar</p> <p>Responsibility: Party requesting switch</p>

ITEM 225 – Storage Switching

Into or out of storage & cherrypick switching	Item 225
<p>Railcars switching into or out of storage (moved between storage location and delivery point for TGS served Customers).</p> <p>This applies to loads or empties.</p> <p><i>Note 1: Railcars switched into or out of storage, chosen by specific equipment mark/number, rather than by the operational sequence of storage line entry (commonly referred to as cherrypicking), will receive an additional charge per railcar.</i></p> <p><i>Cherrypicking applies to both loads and empties.</i></p>	<p>\$150 per railcar into storage</p> <p>\$150 per railcar out of storage</p> <p>\$150 per railcar – Note 1</p> <p>Responsibility: Party requesting switch</p>

ITEM 235 – Railroad Setback

Railroad Setback	Item 235
<p>Railcar(s) loaded or empty received by TGS in error from a connecting railroad that is either not consigned to TGS or TGS Customers or is under Embargo or OPSL will be treated as mishandled railcar(s) received in error and a “SETBACK” fee will be charged against the interchanging carrier.</p> <p>This applies to loads or empties.</p> <p><i>Note 1: In the event the same charge is published against TGS in connecting carrier’s tariff, the TGS will assess the same amount that is published by the connecting carrier’s tariff.</i></p> <p><i>Note 2: Exception to these fees if contractual handling of this item supersedes this Tariff.</i></p>	<p>\$450 per railcar</p> <p>Responsibility: Carrier that delivered railcar in error to the TGS</p>

ITEM 240 – Industry Setback

Industry Setback	Item 240
<p>An industry setback fee will be assessed in each direction for railcar(s) that are requested by Customer for TGS to return a previously released railcar(s) to Customer.</p> <p>This applies to loads or empties.</p> <p><i>Note 1: In the event Item 110 applies, charges in this Item will apply in one direction (return direction) as the penalty in Item 110 applies on the release direction.</i></p>	<p>\$200 per railcar</p> <p>Responsibility: Party requesting return of railcar</p>

ITEM 245 – Stop in Transit

Stop in transit switching	Item 245
<p>Railcar(s) that are set out at any point on the TGS for a Customer requested purpose.</p> <p>This applies to loads or empties.</p>	<p>\$200 per railcar</p> <p>Responsibility: Party requesting set out service</p>

ITEM 255 – Turning of Railcars and Locomotives

Turn charge	Item 255
<p>When a Customer requests TGS to turn a railcar, a turning charge will apply.</p> <p>This applies to loads or empties.</p> <p>When locomotive power requires turning or positioning so that locomotive may be interchanged or moved through yard limits.</p>	<p>\$400 per railcar</p> <p>Responsibility: Party requesting service</p> <p>\$3,500 per locomotive</p> <p>Responsibility: Party requesting service</p>

ITEM 260 – Additional Handling for Connection Railroad

Additional services for connecting railroad	Item 260
<p>If TGS is requested by connecting railroad to furnish necessary locomotive(s) and/or crew(s) to perform services outside any other normal interchange services. Services include, but are not limited to, removal, rotation and/or addition of railcar(s) and/or locomotive(s). TGS will determine ability to perform special switching service.</p> <p>Upon written request to email for customer services listed on page 2 of this tariff (at least twenty-four (24) hours in advance of requirement for special switching service during the week and at least forty-eight (48) hours in advance of requirement for special switching weekend service.</p> <p>TGS may refuse or restrict any request for service outside of normal service hours.</p>	<p>\$550 per hour, or fraction thereof (8hr minimum, or \$4,400.00)</p> <p>Responsibility: Party requesting service</p>

ITEM 270 – Special Train

Special Train Service	Item 270
<p>Special freight train service is defined as a train that is operated on an expedited schedule or under special service or transportation requirements specified by Customer at a charge in addition to the applicable freight charges. Upon received request from Customer via email to Customer Service at email address found on page 2 of this tariff and at the acceptance and convenience of TGS, special train service may be provided.</p> <p><i>Note 1: Charges shall be assessed for each service and will be in addition to any other chargeable services performed in connection therewith.</i></p>	<p>\$400 per hour, or fraction thereof (8 hr minimum or \$3,200)</p> <p>Responsibility: Party requesting service</p>

ITEM 275 – Bill of Lading Change or Cancellation

BOL Changes/Cancel	Item 275
<p>If a Bill of Lading or Waybill is received by TGS and is subsequently changed or cancelled, but such change does not affect the movement of the railcar(s), a charge for each Bill of Lading will apply in addition to other application charges.</p> <p><i>Note 1: Changes/Cancellations will only be accepted from authorized representatives (Example: Shipper, Consignee, Payer of Freight).</i></p> <p><i>Note 2: Charges are in addition to any/all other charges associated with each railcar.</i></p>	<p>\$150 per railcar</p> <p>Responsibility: Party requesting change/cancellation</p>

ITEM 280 – Diversions

Diversions/Reconsignment	Item 280
<p>When a Customer needs to make a change or cancellation to a Bill of Lading or Waybill that affects the delivery of the railcar(s). All requests must be made to TGS in writing via email addresses found on page 2 of this tariff.</p> <p><i>Note 1: Diversions will only be accepted from authorized representatives (Example: Shipper, Consignee, Payer of Freight).</i></p> <p><i>Note 2: TGS will not accept diversion request after railcar has been interchanged to a connecting carrier, placed at TGS served facility or railcar is already blocked for movement. TGS reserves the right to reject any request for diversion.</i></p> <p><i>Note 3: TGS will not be held responsible for executing a diversion request on a specified day or time of day. TGS will not be held responsible for increased charges when the diversion is or is not accomplished.</i></p> <p><i>Note 4: Diversion charges are in addition to any/all other charges associated with each railcar.</i></p>	<p>\$300 per railcar</p> <p>Responsibility: Party requesting diversion/reconsignment</p>

ITEM 285 – Locomotive Switching

Locomotives, dead, on own wheels	Item 285
<p>Each time TGS moves a locomotive, dead on own wheels, a switch charge will be assessed.</p>	<p>\$800 per locomotive</p> <p>Responsibility: Party requesting locomotive move</p>

ITEM 290 – Blocking Services

Blocking Services	Item 290
With the concurrence of the TGS, railcar blocking services may be secured for a charge.	\$40 per railcar Responsibility: Connecting Railroad requesting service

ITEM 295 – Mechanical Services

Mechanical Services	Item 295
Railcars received by TGS with open doors, hatches, gates, caps or appliances that require securement. A fee per occurrence will be charged. Class 1 air test services can be performed. A fee per air test will be charged.	\$50 per securement occurrence Responsibility: TGS Served Customer \$350 per air test performed Responsibility: Carrier requesting service

ITEM 299 – Interchange Delay Services

Mechanical Services	Item 299
Railcars offered and holding at interchange 12 hours after expiration of interchange window. A per railcar charge will be assessed for every 12 hours thereafter. <i>Exception 1:</i> Unit trains will be charged 14 hours after release.	\$175 per railcar Responsibility: Carrier causing interchange delay

ITEM 300 – General Application of Demurrage and Storage

Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for Customers to load and unload railcars promptly, to prevent congestion in railroad terminals caused by idle railcars, and ultimately to improve the utilization of a valuable asset.

Storage is a charge for holding excess railcars under contract or agreement with zero rated carhire. If cars are stored on the TGS and a contract or agreement is not in place or is no longer applicable, tariff charges will apply.

This publication takes precedence over any other domestic, interstate, intrastate, export or import publication, containing rules, regulations and charges on demurrage and storage for the account of TGS, and will be applied by TGS to the receiving party served by TGS and the receiving party will be responsible for payment of such charges.

*Note 1: Charges **will apply** on the effective date of this tariff against all railcars on the TGS.*

*Note 2: Charges **will not apply** against private railcars while held on private tracks.*

ITEM 305 – Notification to Customer

Email notification of railcars held on TGS under constructive placement will be furnished to the email address or addresses provided by the receiving party served by the TGS. Notification sent to email address provided will be considered as having been received. Should TGS receive a failure to deliver message due to any reason attributable to the receiver, such as invalid email address, notice will be considered to have been given on any Constructive Placement notice attempted to deliver.

Constructive placement notification occurs when due to any condition attributable to the receiving party served by the TGS which prevents TGS from making actual placement.

Actual placement of railcar(s) upon tracks of receiving party served by TGS will constitute notice.

All dates and times of constructive and actual placement by the train crew's record will govern the chargeable time as described in this tariff. The receiving party served by TGS must review and report discrepancies between receiving party's inventory and TGS reported inventory within twenty-four (24) hours of discrepancy to the TGS Customer Service email address found on page 2 of this tariff. If communication is not received within twenty-four (24) hours, the train crew's record will govern for application of charges. For daily TGS inventory report, please make request to Customer service email address on page 2 of this tariff.

ITEM 310 – Notification to TGS

The TGS will accept forwarding instructions, empty release information, or other disposition twenty-four (24) hours via EDI and via TGS Webtool (ARMS).

Forwarding instructions, empty release or other disposition that is requested via email is subject to charges listed in publication TGS 9000.

Note 1: Demurrage Charges will continue to accrue to the origin industry even when railcars are released to a Third-Party, until the time billing is received by TGS from the Third-Party (see Item 110).

Note 2: It is the origin industry's responsibility to ensure information is received by all railroads, including TGS. Charges for railcars released without proper billing are subject to Item 110.

Note 3: A charge will be assessed on railcars released prior to being fully unloaded or loaded (see Item 115).

ITEM 315 – Free Time

Chargeable days are defined as days that follow the expiration of Free Time. Free time will be allowed for each railcar as follows:

Railcars held for unloading Forty-eight (48) hours

Railcars held for loading Twenty-four (24) hours

Free time will be computed from the first 12:01 AM after placement or constructive placement, or after notification has been sent or given where required. For the purpose of computing free time holidays will be excluded.

Note 1: No free time will be allowed on Heavy Duty railcars, including TTX, QTTX, KRL, LNAC, and ALT marked railcars with load limits in excess of 200,000 lbs.; or on any commercial, rail-controlled railcar with a load limit in excess of 240,000 lbs.

Note 2: No free time will be allowed on railcars held for purposes other than loading or unloading or for any other purpose for which TGS is waiting on disposition.

Note 3: No free time will be allowed for cars held if Items 360, 365 or 370 apply.

ITEM 320 – Demurrage Charges

Demurrage charges	Item 320
<p>On railcars subject to demurrage charges, after the expiration of free time allowed (see Item 315), a charge per day, or fraction thereof, will be assessed against each railcar until the railcar is released (subject to Exceptions 1, 2, 3, 4 and 5 below).</p> <p>Charges will accrue on all holidays subsequent to the first chargeable day.</p> <p>If the carhire cost to the TGS is greater than the demurrage charges, the actual carhire cost plus fifteen percent (+15%) will be assessed to the demurrage responsible party.</p> <p><i>Exception 1: \$90 per railcar, per day on refrigerated railcars.</i></p> <p><i>Exception 2: \$250 per railcar, per day on railcars held without proper billing (see Item 110 for other charges).</i></p> <p><i>Exception 3: Railcars containing commodities designated as hazardous materials, substances or waste as described in HAZARDOUS MATERIALS REGULATIONS of the U.S. Department of Transportation in 49 CFR or successor thereof, including railcars containing commodities designated as toxic/poison inhalation hazard (TIH/PIH) and Division 1.1 and 1.2 explosives (see Items 360 and 365).</i></p> <p><i>Exception 4: \$250 per railcar, per day on all TTX, QTTX, KRL, LNAC and APT marked railcars with load limits in excess of 200,000 lbs.; and any commercial, rail-controlled railcars with a load limit in excess of 240,000 lbs.</i></p>	<p>\$75 per railcar, per day</p> <p>See exceptions for more pricing.</p> <p>Responsibility: Party served by the TGS</p>

ITEM 325 – Demurrage Computation

Chargeable days calculated by subtracting Credit Days from Debit Days. At the end of each month, Chargeable days are calculated for each Customer accordingly.

Exception 1: If any of Items 360, 365 and 370 are applicable, this Item will not apply.

RAILCARS HELD FOR LOADING OR UNLOADING

Private railcars that are held on TGS under constructive placement are subject to demurrage provisions and charges in this Tariff.

Railcars (other than private railcars) that are held on TGS under constructive placement and while on private tracks are subject to demurrage provisions and charges in this Tariff.

COMPUTATION

1. Constructive Placement Time will apply from first 12:01 AM after constructive placement (CP) until actual placement (AP).
2. Industry Time will apply from first 12:01 AM after AP until release.
3. Demurrage will apply on Railroad-Owned and/or Railroad-Controlled railcars from first 12:01 AM after CP until release from AP on private track.
4. Demurrage will apply on Private railcars from first 12:01 AM after CP until AP to private track.

Note 1: On reloaded railcars, demurrage will apply from the first 12:01 AM after advice is received that the railcars is empty until the railcar is released as a load; if advise that a railcar is empty is not furnished, demurrage will continue until railcar is release as load.

RAILCARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING

All railcars that are held on TGS while awaiting disposition from the Customer or in connection with a diversion request, or for any other purpose not attributable to the TGS are subject to demurrage provisions and charges in this Tariff.

COMPUTATION

1. Constructive Placement Time will apply from first 12:01 AM after CP until AP or receipt of disposition advice is received on:
 - a. Railcars diverted, refused, reshipped or stopped in transit.
 - b. Empty railcars ordered, CP for loading, and not used in transportation service (other than a rejected railcar unfit for loading as referred to in Item 100).
 - c. Railcars waiting on payment of accrued charges.
 - d. Railcars held for other purposes which is not attributable to TGS.
 - e. Railcars with excessive lading held for reduction (see TGS 9000).
2. Industry Time will apply from first 12:01 AM after received by TGS until date and time of disposition on:
 - a. Railcars received from connection railroad.
 - b. Private railcars returned to TGS railroad tracks.
3. Industry Time will apply from first 12:01 AM after AP until disposition advice is received on:
 - a. Railcars reshipped.
 - b. Empty railcars AP for loading, and not used in transportation service (see Item 100).
 - c. Railcars held for any other purpose which is not attributable to the TGS.
4. Demurrage will apply on the following from the first 12:01 AM:
 - a. Demurrage will apply on railroad owned/controlled railcars from first 12:01 AM after CP until disposition of refused railcar(s). Constructive Placement Time and Industry Time (combined and continuous).
 - b. Demurrage will apply on private railcars from first 12:01 AM after CP until AP or disposition of refused railcars(s).

ITEM 330 – Demurrage Invoicing (Straight Plan)

Settlement of charges will be made on a calendar month basis on all railcars released during the calendar month. Demurrage charges will be assessed against the Customer at the facility/location served by TGS and they will be responsible for such.

Exception 1: If any of Items 360, 365 and 370 are applicable, this Item will not apply.

INVOICES

Demurrage Days accrued will be calculated separately by the following transactions:

1. Railcars held for loading
2. Railcars held for unloading
3. Private railcars held on railroad tracks
4. Railcars held for purposes other than loading or unloading
5. Refrigerated Railcars
6. Heavy Duty and Commercial Heavy loading of 200,000 loading or more.

Note 1: Excess credits on one railcar cannot be used to offset demurrage days on another railcar.

Note 2: Excess Credits earned under Special Demurrage Contracts or Agreements cannot be used to offset demurrage calculated per Tariff.

CALCULATION OF CHARGES

The tariff or special agreement applied will be that in effect when the railcar is released.

1. Determine the total number of Chargeable Demurrage Days (debits) for each railcars.
2. Determine the total number of Credits for each railcar.
3. If total credits exceed total debits on a single railcar, demurrage charges will not be assessed that railcar.
4. If total debits exceed the total credits on a single railcar, demurrage charges will be assessed against that railcar.

Note 1: The TGS will not allow relief on demurrage days for a railcar that has been constructively placed from the order-in date until the car is actually placed.

Note 2: Adjustments must be handled through the invoice claim provisions set forth in TGS 9000.

ITEM 335 – Holidays

Whenever reference is made to “holidays”, it shall mean only the days listed below:

New Year's Day – January 1st (*)
Memorial Day – Last Monday of May
Independence Day – July 4th (*)
Labor Day – First Monday of September
Thanksgiving Day – Fourth Thursday of November
Christmas Eve Day - December 24th (*)
Christmas Day – December 25th (*)
New Year's Eve Day – December 31st (*)

Note 1 – When this date () occurs on a Sunday, the following Monday will be observed as the holiday.*

ITEM 360 – Hazardous Railcars (Other than TIH/PIH)

Charges for Hazardous Railcars (Not TIH/PIH)	Item 360
<p>Settlement of charges is monthly for all railcars in storage for the previous month. In the absence of an active Agreement, storage will be assessed per this Tariff.</p> <p>SUBJECT TO TARIFF BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION)</p> <p>Immediately following the arrival of railcars on TGS, the railcar(s) will be considered in constructive placement (PCON/CP) or storage for each day or fraction thereof that the railcar is held on TGS railroad and continue until railcar(s) are released with proper forwarding instructions.</p> <p>Note 1: The charges in this Item are immediate, there will be no Free Time or Holiday Time.</p> <p>Note 2: This Item applies on loaded and residue empties containing Explosives or Hazardous Materials that is held on railroad-controlled tracks, including Team Tracks.</p> <p>Note 3: Explosives are defined as Class A, B and C Explosives as named in Tariff Bureau of Explosives (BOE 6000-Series).</p> <p>In addition to the charges in this Item, Customer shall indemnify the TGS railroad against any and all governmental fines which may be assessed for the holding of railcars on railroad controlled tracks and the Customer shall be liable for any loss, damage or delay to railcar or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/loader, owner or consignee/receiver, or from any cause whatsoever occurring while the railcar and lading is in the actual physical custody and control of the TGS. Customer will be responsible for any cost incurred by TGS for providing protection or surveillance provided in this Item while held on TGS controlled tracks.</p>	<p>\$75 per railcar, per day</p> <p>Hazardous railcars are not allowed on TGS without signed Agreement.</p> <p>Regardless of if railcar lease agreement is terminated or transferred and regardless of if storage or lease agreement is expired or cancelled, the responsibility of charges will only cease once new Agreement is in place for the railcars under new contract with new responsible party.</p> <p>Responsibility: Customer responsible for the railcars</p>

ITEM 365 – Toxic/Poison Hazardous Railcars (TIH/PIH)

Charges for Hazardous Railcars (TIH/PIH)	Item 365
<p>SPOT ON ARRIVAL: Loaded railcars and residue empty railcars containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH), as defined in AAR Circular No. OT-55, as amended from time to time, must be spot on arrival. In the event a railcar cannot be actually placed (AP) on Customer controlled tracks or facility upon arrival and the railcar must be held by TGS in constructive placement (CP), a charge per railcar per day, or fraction thereof, will be assessed until the railcar is AP.</p> <p>In the event TGS is requested to move a loaded railcar or residue empty railcar containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH), as defined in AAR Circular No. OT-55, as amended from time to time, from an industry or team track and the Customer requesting the move has not provided proper forwarding instructions and such railcar is moved by TGS to a railroad track, and is held awaiting proper forwarding instructions, a charge per railcar per day, or fraction thereof, will be assessed until proper forwarding instructions are received.</p> <p>Note 1: The charges in this Item are immediate, there will be no Free Time or Holiday Time.</p> <p>The TGS reserves the right to reject railcars at interchange if the Customer orders more railcars than can be AP at the Customer's facility.</p> <p>In addition to the charges in this Item, Customer shall indemnify the TGS railroad against any and all governmental fines which may be assessed for the holding of railcars on railroad controlled tracks and the Customer shall be liable for any loss, damage or delay to railcar or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/loader, owner or consignee/receiver, or from any cause whatsoever which occurs while the railcar and lading is in the actual physical custody and control of the TGS. Customer will be responsible for any cost incurred by TGS for providing protection or surveillance of any commodity provided in this Item while held on TGS controlled tracks.</p>	<p>\$2,500 per railcar, per day</p> <p>Hazardous railcars are not allowed on TGS without signed Agreement.</p> <p>Responsibility: Customer responsible for the railcars</p>

ITEM 370 – Storage Charges

Storage charges	Item 370
<p>Settlement of charges is monthly for all railcars in storage for the previous month.</p> <p><i>Exception 1: If either of Items 360 or 365 are applicable, this Item will not apply.</i></p> <p>In the absence of an active Agreement, storage will be assessed per this Tariff.</p> <p>Immediately following the arrival of railcars on TGS, the railcar(s) will be considered in storage for each day or fraction thereof that the railcar is held on TGS railroad and continue until railcar(s) are released with proper forwarding instructions.</p> <p><i>Note 1: The charges in this Item are immediate, there will be no Free Time or Holiday Time</i></p>	<p>\$50 per railcar, per day</p> <p>Regardless of if railcar lease agreement is terminated or transferred and regardless of if storage or lease agreement is expired or cancelled, the responsibility of charges will only cease once new Agreement is in place for the railcars under new contract with new responsible party.</p> <p>Responsibility: Customer responsible for railcars.</p>

CEDAR PORT™

RAILROAD



TGS Tariff of General Rules & Conditions of Carriage

TGS 9000

TGS 9000 (Eff 12-1-2023)
(Iss 11-30-2023)

SUBSCRIBING RAILROADS

TGS Cedar Port Railroad (TGS)

CUSTOMER SERVICE

TGSCPCS@TGSGROUP.com

EFFECTIVE December 1, 2023

ISSUED November 30, 2023

BY:

TGS Cedar Port Railroad

7500 FM 1405

Baytown, TX 77523

[TGS Cedar Port Railroad](#)

CHECK SHEET OF ITEMS AND REVISIONS

The items contained in this publication are listed consecutively by number. The paragraph that has been changed within an item will contain one of the following reference marks placed next to the item number:

- (I) Denotes increase
- (R) Denotes reductions
- (C) Denotes changes in wording which result in neither increases nor reductions in charges
- (N) Denotes new item

In addition, the effective date of the revised item will be added to this index page “CHECK SHEET OF ITEMS AND REVISIONS” to identify which item(s) have been changed.

Revision Type	Item Number and Description	Effective Date
(N)	New Publication – ALL ITEMS SHOULD BE EXAMINED	December 1, 2023

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General Rules

To do business with TGS, a Customer must have established credit or cash deposit. There may be other conditions of carriage when you do business with TGS.

ITEM 10 – TGS Publications

This publication is available on the Internet for viewing or printing. For switching and other miscellaneous charges, please refer to publication TGS 8000-Series. All publications for which TGS is a subscribing carrier should be reviewed before shipping/receiving railcar(s) and can be found by going to the TGS website at [TGS Cedar Port Railroad](#). All publications for which a subscribing carrier is listed should be reviewed before shipping/receiving railcar(s).

ITEM 20 – Reference to Tariffs, Items, Notes and Rules

Where reference is made in this tariff to tariffs, items, notes or rules such reference(s) are continuous and include supplements to and successive issues and reissues of such tariffs, items, notes and rules.

ITEM 30 – Currency and Increases

Chargeable fees published herein are subject to increase by republication and are in United States Dollars (USD).

ITEM 40 – Cancellation Notice and Methods

Provisions in TGS Tariff 9000 that are not published herein may be listed in another published Tariff in which TGS subscribes. All publications should be reviewed prior to tendering shipments on any railroad.

As this tariff is supplemented, letter suffixes will be used in alphabetical sequence started with letter A. For example: TGS 9000-A would cancel TGS 9000, and then TGS 9000-B would cancel TGS 9000-A. Individual item(s) may also be handled in the supplements the same way.

ITEM 45 – Capacities and Dimensions of Cars

For marked capacities, lengths, dimensions, and cubical capacities of railcars, see the Official Railway Equipment Register, RER 6414-series (or other replacement publication), issued by National Railway Publication Company, Agent.

ITEM 50 – Congestion Resulting in Embargo

If a rail Customer's excessive retention of railcars (whether or not related to the Customer's credit and/or security deposit experience) results in operational congestion as determined by the TGS, the TGS may impose an embargo against the Customer's receipt of further railcars until the congestion is eliminated.

ITEM 55 – Transportation

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

ITEM 60 – Glossary of Terms

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

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

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

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

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

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

CARRIER: Railroad with registered AAR mark, operating as STB common carrier.

CHARGEABLE DAY: A twenty-four (24) hours period or fraction thereof that follows the expiration of Free Time.

CHARGEABLE DEBIT: Chargeable debits are the difference between the debits applied to a car minus any applicable credits.

CONSIGNEE: The party designated on the bill of lading as the entity legally entitled to receive delivery of the car from the carrier.

CONSIGNOR or SHIPPER: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

CONSTRUCTIVE PLACEMENT: When a car, including order notify and in-bond shipments, cannot be actually placed or delivered because of any condition attributable to the Consignee, Shipper, Loader or Unloader, such car will: (a) be held on TGS tracks and notice will be sent or given to the party entitled to receive notification that the car is held awaiting disposition instructions; (b) have been placed by the TGS on private or Industrial Track tracks, including lead tracks serving the Consignee, Shipper, Loader or Unloader, will be considered constructively placed without notice. Commonly referred to as PCON.

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

CREDIT: See description of term for Free Time

CUSTOMER: Shipper, Loader, Unloader, Consignee, Freight Payer or party entitled to receive notification.

DEBIT: See description of term for Demurrage Day.

DELAY OF TRAIN: A direct cause in the delay to train crew operations during normal switching services.

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

DEMURRAGE DAY: A twenty-four (24) hour period, or fraction thereof, commencing at the first 12:00 AM after the applicable start event, may also be referred to as "Debit."

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

ITEM 60 – Glossary of Terms

DISPOSITION: Information, including forwarding instructions and/or release, which allows the railroad to tender or release the car from the Shipper's, Consignee's, Loader's, or Unloader's account.

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

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

EMPTY RELEASE INFORMATION: Advice from Consignee and/or Unloader, given to an authorized representative of the TGS, that car is unloaded and available for the railroad. Information is received electronically via TGS Webtool (ARMS) or via EDI. The TGS will also accept empty release information in writing via email to the Customer Service group listed on the subscription page (found on page 2 of this tariff) subject to item 95 per release/bill of lading. Information given must include identity of Consignee, and/or Unloader, party furnishing the data, car initial, number date and time. Release will be effective on date and time advice is received by the railroad. The TGS reserves the right to reject any request as an unreasonable request for service or email empty release instructions that are illegible, whether due to poor transmission quality, poor or illegible handwriting, or otherwise. The TGS will not accept delivery of empty release instructions by U.S. Mail, express service, personal delivery, telephone, or otherwise.

Advice received by the railroad to move a car from an unloading or storage track to a railroad yard or hold track to be held for "forwarding instructions", whether furnished by the party unloading car or another party, or a bill of lading or an order consigning the car to an Agent of the TGS which has no beneficial interest in the car, does not constitute "forwarding instructions" or a release from demurrage or other like charges.

A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute "forwarding instructions" until clearance is received from all carriers in the routing.

FORWARDING INSTRUCTIONS: A bill of lading given to authorized representative of the TGS that contains all of the necessary information which allows for the immediate movement by the railroad. Forwarding instructions will be effective on date and time advice is received by TGS from connecting Carrier. Information is received electronically via EDI from connecting Carrier.

Advice received by TGS to move a car from a loading/unloading or storage track to a railroad yard or hold track to be held for "forwarding instructions", whether furnished by the party loading car or another party, or a bill of lading or an order consigning the car to an Agent of the TGS which has no beneficial interest in the lading, does not constitute "forwarding instructions" or a release from demurrage or other like charges.

A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute "forwarding instructions" until clearance is received from all carriers in the routing.

FREE TIME: A period of time following actual or constructive placement during which demurrage is not charged. May also be referred to as Credit.

HAZARDOUS MATERIALS (OTHER THAN TIH/PIH): SUBJECT TO TARIFF BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION) Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof, requiring the use 4-digit identification numbers on shipping documents, placards or panels and identified with Standard Transportation Commodity Codes (STCC) beginning with 48 and 49 or beginning with STCC 28 and 29 and converting to STCC 48 or 49.

ITEM 60 – Glossary of Terms

IDLER CAR: An empty car used to protect overhanging loads or used between cars loaded with long material.

INDUSTRIAL TRACK: Designated delivery or receipt track or tracks for the exchange of cars between carrier and industry performing their own switching including switch line acting as Agent for Industry.

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

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

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

LOADER: Party physically loading the car.

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

LOCAL FREIGHT: Movement between stations that are not located within the switching limits of the same station. Can be associated with a Rule-11 routing.

NON-CARRIER: Railroad operations that do not operate as an STB common carrier.

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

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

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

OTHER THAN PUBLIC DELIVERY TRACK: Any track assigned for individual use, including privately owned or leased track.

PARTIAL LOADING/UNLOADING: The partial loading or unloading of a car and the furnishing of forwarding instructions.

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

PRIVATE TRACK: Any track not owned or leased by a railroad.

PUBLIC DELIVERY TRACK: Any track for use by the general public for loading or unloading railcars. Commonly referred to as a Team Track.

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

RAILROAD CONTROLLED TRACKS: Any track not defined by TGS as a lease track or private track.

RECEIVING PARTY: The Customer physically receiving the railcar is known as the receiving party and is responsible for the demurrage.

RECONSIGNMENT: See Diversion.

ITEM 60 – Glossary of Terms

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

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

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

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

TGS Webtool (ARMS): Web based interface that allows Customers to manage their inventory while online as well as release of empty railcars.

SHIPPER or CONSIGNOR: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

SPECIAL SWITCH: When Customer requests and receives service outside of the normal service hours.

SPECIAL TRAIN: When Customer's shipment requires special handling (typically over-sized and dimensional shipments) or when Customer requires expedited service and Customer is located beyond the switch limits of the serving yard (typically more than 38 miles).

SPOT ON ARRIVAL: The TGS, without notification, will place cars for loading or unloading immediately upon their availability for placement.

SPOT ON ARRIVAL CUSTOMER: A Customer who has not requested to be an Order In Customer will be considered a Spot On Arrival Customer (see Spot on Arrival). If constructive placement of a car is necessary, the car will not be placed for loading or unloading until TGS has received an order for placement from the Spot On Arrival Customer.

STCC: Standard Transportation Commodity Code.

STOPPED IN TRANSIT: When cars are held in route because of any condition attributable to the Shipper, Loader, Consignee, Unloader or Owner.

STORAGE DAY: A twenty-four (24) hour period, or fraction thereof.

TEAM TRACK: Any track for use by the general public for loading or unloading railcars. Commonly referred to as a Public Delivery Track.

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

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

ITEM 60 – Glossary of Terms

TIME: Local time applicable.

UNIT TRAIN: A physically consecutive and connected set of at least 50 cars tendered for movement together, unless otherwise stated in your contract.

UNLOADER: Party physically unloading the car.

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

ITEM 70 – Credit Extension and Payment Terms

Shipments must be accompanied by full payment of charges unless the party responsible for payment of charges has established credit to the satisfaction of TGS.

1. Payment of all charges shall be made according to the terms established by TGS. Freight charges are due within fifteen (15) calendar days from the date of the freight invoice. Accessorial charges (e.g. demurrage, switching, weighing, etc.) are due within thirty (30) calendar days from the date of the accessorial invoice.
2. Payment shall be deemed to have been made upon receipt of funds in TGS's bank.
3. Payments must be accompanied by remittance information that detail what invoice number is being paid and the amount within the payment for each invoice.
4. Customer shall be responsible to pay any bank charges caused by lack of funds to support check payments or fees associated with bank transfers (i.e. wire transfers).

In no event shall any amount(s) claimed against the TGS be deducted from or offset against freight or other charges due. In the event that an amount(s) is deducted or offset against freight or other charges due the TGS, the party making such offset or deduction will be assessed a service charge of ten percent (10%) plus one and one-half percent (1 ½%) per month of the amount offset or deducted.

It is understood that any payment of amounts less than as stated on an invoice will be considered: "Payment-on-Account" and not as: "Payment-in-Full" (not withstanding any notation to the contrary as to the payer's intent.) Acceptance by the TGS of a lesser amount will not constitute an accord and satisfaction. In such a situation, the payer will be advised of the remaining balance deemed due (after the application of the funds received has been attempted, as specified by payer.)

Customers shall be liable for payments of the transportation charges accruing on a shipment, and nothing herein shall limit the right of TGS to require at time of shipment the prepayment of charges or guarantee thereof. If transportation charges have not been prepaid, or Customer has not entered into an agreement for credit the TGS, the TGS may withhold delivery of the shipment until payment or guarantee by Customer of all charges. Placement of equipment by the TGS for unloading or loading shall be deemed acceptance of shipment and/or equipment.

Acceptance of shipment by TGS served Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including demurrage and switching services performed at destination. The issuance of a Shipping Document for a shipment consigned "to order", or to one party with directions to notify or advise another party as a prior condition to delivery, is prohibited, unless prior written authorization from TGS has been received.

Freight charges or other charges due must be paid in full, and any claim against TGS must be asserted separately in accordance with the applicable procedure listed in item 85.

In the event freight charges or other charges are not paid in full, the TGS will assess a finance charge of 1 ½ % per month or portion thereof, or the maximum amount permitted by law on the unpaid bills or portion thereof which are past credit terms.

ITEM 70 – Credit Extension and Payment Terms

The finance charge will accrue daily on the unpaid balance from the first day following the end of the credit term until date of receipt of payment in full by the TGS. The finance charge will not apply against disputed charges that are found by TGS to have been incorrectly billed. The finance charge will be billed monthly for all charges that were not paid within the applicable credit period in the prior calendar month.

The TGS may at any time, at its sole discretion, revoke credit privilege and institute any one or more of the following:

1. Require that applicable charges be paid by a person or entity with approved credit status with the TGS.
2. Require that the Customer responsible for the payment of charges tender one or more of the following: Standby Irrevocable Letter of Credit and/or a Surety Bond and/or a personal or corporate guarantee of indebtedness and/or a sufficient cash deposit (see item 80).
3. Assess demurrage charges on rail cars placed in hold status while awaiting payment.

ITEM 80 – Security Deposits for Payment of Charges

The TGS has the right to demand that a rail Customer (Any TGS served Shipper, Loader, Consignee or Unloader responsible for the payment of demurrage), without sufficient credit history, or with a history of delinquency or nonpayment of freight, demurrage or other charges not in bona fide dispute, deposit with the TGS, money or security adequate to pay an average monthly invoiced services calculated over the past six months or a per car fee based on potential services. (1) The deposit may be satisfied with cash, letter of credit, surety bond or another appropriate instrument. The TGS will determine the suitability of the security tendered. (All instruments on deposit are hereinafter referred to as “security”)

If any TGS invoice, not in bona fide dispute, is not paid when due; immediately thereafter TGS will satisfy the bill by drawing against the security on deposit. Thereafter, the rail Customer will be required to reinstate the value of the security to its former level or to another level equivalent to its average monthly invoiced services or per car fee based on potential services.

Should demand be made upon a rail Customer for the deposit or maintenance of security as heretofore stated and should the rail Customer refuse or fail to deposit or maintain the security, the TGS may refuse to provide any further rail service until the deposit requirement is fulfilled. If service is refused and rail Customer is the subject of congestion, the TGS will issue an embargo against all rail transportation by the TGS to and from that rail Customer, so long as congestion exists or otherwise continues. In short, TGS may issue and maintain the embargo while congestion exists, irrespective of rail Customer compliance or non-compliance with the Security Deposit provisions in this item.

No interest will be paid by TGS on any security or monies deposited with it. It is within the discretion of TGS to determine when creditworthiness of the rail Customer no longer necessitates the imposition of a security or deposit. If rail service to the Customer is permanently discontinued, upon satisfaction of all invoiced bills the security on deposit held by TGS will be released and returned.

ITEM 85 – Invoice Claims

In order to be allowed relief from a billed amount, a claim must be presented to the TGS, in writing within thirty (30) days of the billing date, with supporting documentation, stating fully the conditions for which relief is claimed, identifying contested cars by car initial, car number and location.

Claims sent to the TGS which are not found to be valid will be subject to a processing fee of **\$50.00** for each incorrectly disputed car. Claims are to be sent to the email addresses listed on the subscription page (found on page 2 of this tariff)

ITEM 85 – Invoice Claims

All claims not received within thirty (30) days will result in invoice being considered valid and prompt payment will be expected.

Improper Charges:

If, by error, demurrage or storage charges are improperly assessed, charges will be adjusted to the amount that would have accrued but for such error.

Unacceptable Claims:

Bunching and run around will not be considered railroad error and no allowance will be made.

Force Majeure:

In the event it is impossible for Shipper, Loader, Consignee, or Unloader to get to a car or to load or to unload due to acts of God, including, but not limited to flood, earthquake, hurricane, tornado, or other severe or climatic conditions, the demurrage directly chargeable thereto will be adjusted, provided the impediment is at least two (2) days in duration. Notification of this impediment must be made to Customer Service within 24 hours of interference and daily updates must be sent to the TGS at the email addresses listed on the subscription page (found on page 2 of this tariff).

ITEM 90 – Bankruptcy or Insolvency

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

1. Identify the TGS 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 the TGS 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 the TGS's consent, unless the TGS is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with TGS as security for the timely payment of invoices for services rendered in an amount equal to the average thirty (30) day accrual for such charges.

ITEM 95 – Communication of Release via Phone or Email

Loaded Releases will only be received via EDI from connecting Carrier. Empty Release Information received by the TGS via phone or email are subject to **\$75.00** per release/bill of lading.

ITEM 100 – Overloaded Railcars

An overloaded car is defined as a rail car for which either the net weight (actual weight of freight including all other materials incidental to the movement of the goods) is in excess of the car's authorized load limit (as listed in Universal Machine Language Equipment Register-UMLER), or the gross weight (combined weight of railcar and freight including all other material incidental to the movement of the goods) is in excess of the track weight limitations at any point along the route of movement.

ITEM 100 – Overloaded Railcars

To determine track weight limitation at any point along the route of movement for the TGS, you can contact the email address listed on the subscription page 2 of this tariff.

If car is overloaded, Shipper is responsible for the removal and disposal of the excess portion of the lading of the car. TGS will not be responsible for damaged goods, or loss of lading resulting from the process of removing excess portion and TGS will not assume responsibility for the proper loading or unloading of any lading into or out of a car containing excessive lading. All charges referred to are assessed as a deterrent to the unsafe practice of overloading rail cars and are not connected in any way with the line-haul transportation charges. These charges are not freight or “or other lawful charges” within the meaning of Section 7 of the Bill of Lading, and the execution of Section 7 will not in any way relieve the Shipper from the responsibility for the charges set forth in this Item.

If a car is found to be overloaded at origin after having been removed from industry or if a car is found to be overloaded at railroad tracks where loaded or if a car is found to be overloaded after the car has departed the origin station, the overloaded car(s) will be placed at a point of TGS’s choosing until the excess lading is removed and will be subject to a **\$1,000.00 surcharge** will be applied against each car. In addition to the surcharge, an intra-terminal switch charge as provided in TGS 8000-series will be applicable. These charges are in addition to the applicable freight charges.

Shipper will be notified and shall remove the excess lading at the operating convenience of the TGS. Cars found to contain excess lading at origin will remain on continuous demurrage under the provisions found in tariff TGS 8000-series covering demurrage charges, until the excess lading is removed.

If the Shipper fails or refuses to arrange to have the excess lading removed from each car within one hundred and twenty (120) hours from the date and time of notification, TGS may, at its discretion, arrange for removal and disposal of the lading in excess of the weight limit needed to allow the car to continue safely to destination. The Shipper will be assessed and pay actual cost of removal and disposal to the party removing the lading from the car. If Shipper/Consignor has not commenced reducing the excess portion from each car after two hundred and forty (240) hours from the date and time of notification, the lading in the car will have been deemed abandoned and TGS may, at the option of TGS’s freight Claim Department sell or dispose of the lading. All charges (switching, weighing, demurrage, reduction and disposal expense) resulting from the overloaded car, will be deducted from the proceeds of sale.

If a car found to be overloaded can be safely moved, or is discovered as overload at destination, a **\$1,000.00 surcharge** will be applied against each car.

ITEM 105 – MAXIMUM WEIGHT ON RAILS

All freight cars in the absence of maximum loading limits stenciled thereon, equipped with AAR standard axles may be loaded as provided in Association of American Railways Field Manual Rule 70. If the Marked Capacity is as shown under [A] below, the Total Weight on Rail will be as shown under [B] below:

[A] -----	[B]
80,000 pounds -----	142,000 pounds
100,000 pounds -----	177,000 pounds
140,000 pounds -----	220,000 pounds
200,000 pounds -----	263,000 pounds
227,000 pounds -----	286,000 pounds

TGS will not accept any TOFC or COFC units with a gross weight exceeding the maximum gross weight permissible under Federal, State and/or Municipal Weight Laws, but in no case shall the combined gross weight exceed 65,000 pounds. Gross weight means combined weight of trailer and lading.

ITEM 110 – Damage to Railroad Controlled Track

At any location where the Customer uses its own locomotives, railcar mover, or other equipment to move railcars on railroad controlled track, and if the movement of such cars by the Customer, while such cars are in the custody and control of the Customer, causes damage to railroad controlled track(s), the Customer shall reimburse the TGS as follows:

1. If TGS repairs the damage and return the track(s) to service, the repairs will be billed to the Customer.
Said track(s) will be returned to service when all necessary repairs have been made, and TGS has inspected and approved the repairs made.
2. If Customer repairs or hires contractor to perform repairs necessary to repair the damage and return the track(s) to service, a charge of **\$250.00** per day, or fraction thereof, until track is repaired, inspected and approved will be billed to the Customer. Charges will begin on the day damage occurred and will end on the day repairs are finished (as long as TGS has inspected repairs and TGS has said track(s) are returned to service).
Said track(s) will be returned to service when all necessary repairs have been made, and TGS has inspected and approved the repairs made.

ITEM 115 – Protective Service

Perishable or any freight under protective service will be accepted from connecting carrier for delivery to Customers with the understanding that protective service is not provided by the TGS, therefore the TGS will not accept liability of any loss or damage resulting from failure of such protective service.

ITEM 120 – Dimensional Pre-clearance Proposal

There will be a **\$1,000.00** pre-clearance proposal charge for each dimensional proposal submitted to the TGS, While the proposal is in “submitted” status, changes to the proposed dimensions (length, width, height) may be made at any time without additional penalty. Once the proposal is in “working” status, the Customer may make only two additional changes to the proposed dimensions (length, width, height) without incurring an additional charge. Any additional charges (beyond the changes described above) to the proposed dimensions will be subject to an additional pre-clearance proposal charge. Once the proposal is in “completed” status, no more changes can be made.

Payment of any pre-clearance proposal charges must be made before “working” status.

Each pre-clearance proposal that results in an actual load moving on the TGS within one (1) year from the date the clearance review is completed, the Customer will be entitled to a refund of the pre-clearance proposal charge. The Customer must submit proposal and refund requests through email listed on subscription (page 2 of this tariff).

In the event the clearance proposal results in the TGS not being able to clear the load for transportation, a refund will not be issued but clearance maximum dimensions will be provided. If the clearance maximum dimensions can be accommodated by the Customer and a shipment meeting the clearance maximum dimensions subsequently moves on the carrier, the Customer will be eligible for refund pursuant to the terms above.

Submissions of a pre-clearance proposal to the TGS for clearance of a shipment does not create any obligation to provide transportation of the proposed shipment or any other shipments that may be tendered by the Customer.

ITEM 125 – Returned, Refused or Rejected Shipments

When shipment covered by this publication has reached destination but is refused or rejected, not unloaded, and is returned to the original shipping point for reasons other than the TGS's error, the return movement will be subject to the rate and minimum weight in the reverse direction in effect on the date shipment is tendered for return.

ITEM 130 – Severability

If any provision of this publication is held invalid by a court or governmental entity of competent jurisdiction, such provision shall be severed from this publication and to the extent possible, this publication shall continue with regard to the remaining provisions.

ITEM 135 – Time Limit for Filing Loss or Damage Claims

Loss or damage discovered other than between 8:00 am and 5:00 pm, Monday-Friday shall be reported to TGS no later than 24 hours following unloading from the railcar to emails listed on the subscription page 2 of this tariff (Saturdays, Sundays, and Holidays are excluded). Claims for loss or damage to cargo, commodities and/ or freight must be filed and received by the TGS railroad within 9 months after the date of delivery of the shipment to destination. In the event that a claim is denied, suits for recovery must be filed within 2 years and 1 day after notice of claim denial was given in writing.

ITEM 140 – Loss, Damage, Delay-Minimum and Maximum Liability

Claims filed by the Shipper for **\$250.00** or less for damage or cargo loss will not be accepted or paid by the TGS. In addition, the Shipper hereby waives any and all recovery, remedies and/or rights with respect to such claims. The TGS will hold a maximum liability for loss or delay of, or damage to, the freight is **\$35,000.00**. Claim reimbursement will be at the manufacturing cost, not at retail price.

TGS shall not be liable for any loss, damage or delay to equipment or lading caused by Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the Shipper/Consignor/Loader, Owner or Consignee/Receiver/Unloader, or from any cause whatsoever which occurs while the equipment and lading is not in the actual physical custody and control of carrier(s). The Shipper and Consignee shall be jointly responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs.

The Shipper and the Consignee named in the bill of lading or waybill shall be jointly and severally liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the Shipper/Consignor/Loader, Owner or Consignee/Receiver/Unloader, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of carrier(s) due to the inability of the Shipper, Consignee, or their disclosed agent to receive equipment as identified by constructive placement or storage status unless it can be proven that carrier's gross negligence was the cause of same. The Shipper and Consignee shall be jointly responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs.

TGS does not guarantee rail service within any particular time frame. TGS is not liable for special or consequential damages or for damages due to market decline.

ITEM 145 – Private Car Application for Railroad Marked Cars

TGS is aware that Shippers and/or Consignees may sometimes lease railcars from other railroads for shipments that may originate or terminate the TGS. Such railcars normally contain the reporting marks of the lessor railroad. In order to avoid the assessment of demurrage charges by the TGS, when such railcars are located on private or leased tracks, on the TGS, it is necessary that shippers apply to and receive the approval of the TGS for the designation of such cars as “private” cars for the purposes of demurrage or storage. The TGS reserves the right to assess demurrage and storage charges while cars designated as private are on railroad owned tracks.

1. Shipper and/or Consignee must submit a written request to the TGS not less than thirty (30) days prior to the date that the “private” car designation for railroad marked equipment should take effect to the email addresses listed on the subscription page 2 of this tariff. The request must include:
 - a. Name of Shipper and/or Consignee leasing the railcars;
 - b. Name of lessor railroad;
 - c. Listing of the reporting marks of the railcars being leased and railcar type(s);
 - d. Length of time requested for the private railcar designation;
 - e. Copy of applicable railcar lease (upon request of the TGS);
2. The TGS will provide a written reply to each request within thirty (30) days of receipt of the request. The TGS, in its sole discretion may accept or reject the request in whole or in part. The TGS may accept a smaller number of railcars than requested and/or for a shorter amount of time.

ITEM 150 – Private Car Mileage

The TGS is not a party to the RIC 6007 SERIES Tariff covering private car mileage, therefore does not pay private car mileage without signatory contracts that supersede this tariff.

ITEM 170 – Right to Sell Abandoned/Refused/Unclaimed Property

Freight that is abandoned by the Consignor and Consignee, or Refused by the Consignor and the Consignee, or unclaimed within 15 days after notice is issued to the Consignor and Consignee may be sold by the TGS in accordance with applicable law. The proceeds of any sale will be applied to the payment of all transportation and other lawful charges and expenses incurred by TGS and any balance will be paid to the owner of the property sold by the TGS.

ITEM 175 – Cargo Seals

The TGS does not furnish, apply, verify, or inspect seals. When seals are applied, all doors, hatches, valves and other openings on the railcar must be sealed. Shipper/Consignor/Loader must include each seal number and the name of the employee applying the seal(s) in its Shipping Instructions. The TGS will not honor claims for loss, damage, or contamination of railcar contents based solely on the absence of one or more seals at the time of delivery at destination. Claims for loss or damage are honored only when there is clear and convincing evidence of actual loss, damage, or contamination other than the mere absence of one or more seals, or apparent compromise of a seal that was applied before movement. The TGS reserves the right to audit, at the TGS's expense, the Shipper/Consignor/Loaders on-site seal records.

ITEM 180 – Right of Entry (ROE)

Prior to entering TGS property, Customer shall contact Customer Service (found on page 2 of this tariff) to coordinate entry, fill out appropriate ROE forms and supply below insurance.

Insurance Requirements: Prior to Customer or Customer's Agent (i.e. personnel, third party, contractors, etc). entering TGS property, Customer shall procure, maintain, and provide to TGS (in advance of TGS property entry) the following insurance coverage:

1. Commercial General Liability with combined single limits of \$1,000,000.00 each occurrence:
 - a. endorsed to show TGS and any underlying property owner as requested by TGS as an additional insured;
 - b. provide that Customer's insurers waive all right of subrogation against TGS and any underlying property owner as requested by TGS; and
 - c. include a statement that the insurance coverage shall not be materially changed or cancelled without at least thirty (30) days prior written notice to TGS and TGS acknowledges in writing acceptance of change.
2. Workers' Compensation in compliance with all applicable statutes of appropriate jurisdiction (including Employer's Liability with limits of \$500,000.00 each accident).
3. "All Risk" Property insurance covering all of the personal property of the Customer located in the Colocation space:
 - a. provide that Customer's insurers waive all rights of subrogation against TGS and any underlying property owner as requested by TGS; and
 - b. include a statement that the insurance coverage shall not be materially changed or cancelled without at least thirty (30) days prior written notice to TGS and TGS acknowledges in writing acceptance of change.

To the extent that Customer is self-insured, Customer shall provide evidence of such to TGS in a for satisfactory to TGS.

Customer shall require any contractor or third party entering the TGS on its behalf to procure, maintain and provide to TGS the same types, amounts and coverage extensions as required by Customer above.

The amount of any insurance will not operate as a limit to any liability of Customer or Customer's Agent.

ITEM 200 – LOADING AND UNLOADING OF EQUIPMENT

LOADING: All loading, bracing, and blocking must comply with the applicable, Association of American Railroad's pamphlet or general information series publication or modification approved by carrier's Damage Prevention Services prior to shipment. Shippers are required to take all necessary additional steps to protect their product and the equipment being used during rail transportation. In the event of a load shift, derailment or equipment damage, when it is determined by TGS that there was insufficient or improper loading, bracing or blocking, the Shipper/Loader shall be assessed **\$1,000.00 per car** and will additionally be responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs. In addition, all charges, administrative, civil fines, storage and demurrage are due and payable in full before the railcar or the cargo is released.

ITEM 200 – LOADING AND UNLOADING OF EQUIPMENT

UNLOADING: Upon arrival and placement of equipment for unloading at destination, Consignee/Unloader will be responsible for unloading the equipment in a manner which does not damage the equipment, closing doors if so equipped, and for releasing the equipment in a condition suitable for reloading a similar commodity by another Shipper. If Consignee/Unloader refuses or fails to remove all lading, dunnage, blocking, bracing, strapping, miscellaneous debris, or other material that was part of the inbound shipment, secure interior loading devices, or places additional material into the equipment before releasing the car, and the TGS discovers such failure and proceeds to remove or have removed such debris or when it is determined by TGS that there was improper unloading, the Consignee/Unloader shall be assessed **\$1,000.00 per car** and will additionally be responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs. In addition, all charges, administrative, civil fines, storage and demurrage are due and payable in full before the railcar is released. If damage or shortage is communicated to TGS at destination, the TGS or the TGS contracted agent performing inspections shall be notified at once and given twenty-four (24) hours to inspect the vehicle while still under load. Evidence of unauthorized entry or damage should be noted on the inspection report before the vehicle is removed from TGS' premises. Failure of TGS to make an inspection of the equipment and load shall not be considered a waiver of any defense to claims or suits.

ITEM 205 – LIABILITY AND INDEMNITY

TGS shall not be liable, and Customer/Shipper/Loader/Owner/Consignee/Unloader shall release, indemnify and hold harmless TGS, for all loss, damage, or injury (collectively, including without limitation attorney's fees and other costs of litigation, liability to third parties, fines, penalties, environmental response, investigation, and remediation costs, and natural resource damages) arising from (a) any defects in or failure of private equipment; (b) improper loading or unloading practices, including without limitation excess weight or failure to properly close, secure and tender loaded or empty equipment; (c) failure by the customer (or its agents or contractors or receivers) to comply with the representations, warranties and covenants made in the price authority and/or contract or with the rules applicable to customer with respect to the movement of commodities pursuant to the price authority and/or contract; (d) the presence of any trace chemicals or contaminants in the commodity which are not described in the commodity's proper U.S. DOT shipping description, as provided in applicable U.S. DOT regulations; or (e) any loss, damage or injury to the extent caused by Customer/Shipper/Loader/Owner/Consignee/Unloader (or its agents or contractors). The liability assumed by Customer/Shipper/Loader/Owner/Consignee/Unloader shall not be affected by the fact, if it is a fact, that the loss, damage, or injury was occasioned by or contributed to by the negligence of the TGS, except to the extent that such claims are proximately caused by the intentional misconduct or gross negligence of TGS.

ITEM 300 – Governing Law

To the extent not governed by Federal law, the laws of the state of Texas without regard to conflict of law provision shall govern the construction and interpretation of this publication and all rights and obligations of the parties.