



MITA 2-A

Item: 520-AA
PROHIBITED & RESTRICTED ARTICLES

CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire

For billing purposes use the following rate authority: MITA 2-A-520-AA

STCC/GROUP STCC DESCRIPTION

ALL STCCS INTERNAL 01-99 All Commodities

GENERAL RULE ITEM 520

PROHIBITED AND RESTRICTED ARTICLES

A. [i] **Prohibited Articles:** Any articles named below herein, shipped in violation of the Prohibited Articles section of this Item 520 may be forfeited and will be assessed a surcharge of Fifty Thousand Dollars (\$50,000.00) per private or rail carrier-owned, leased or controlled Container or Trailer. This surcharge will be in addition to the FAK (Freight All Kinds) rate and any other charges applicable to the Prohibited Article Shipment.

In addition to the above conditions, UPRR will not be responsible for any cargo loss or damage liability associated with any Prohibited Article shipped in violation of this Item 520.

The Shipper agrees to indemnify, defend and hold UPRR harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits, expenses/costs including, yet not limited to reasonable attorney fees, relating to death or personal injuries, property damage, environmental contamination, violation of local, state, federal statutes or regulation or freight loss/damages resulting from or arising out of the Shipper's transportation of any of the following Prohibited Article(s).

The following Prohibited Articles will not be accepted for shipment over the lines of UPRR in a private or rail carrier-owned, leased or controlled Container or Trailer:

1. Any article, product, Commodity, or substance considered illegal contraband by any state or federal government entity, forbidden to be owned, possessed, or forbidden to be transported by any government entity.
2. Any material, cargo, or product(s), defined in the Hazardous Materials Table contained in 49 CFR 179.101 with a 1, 2, 3, 4, 5, 6, or 13 in the Special Provisions column. This includes, but is not limited to, any material, cargo, or product(s) "Toxic by Inhalation" or "Inhalation Hazard,
3. Flammable Compressed Gas, taking Class 2 Division 2.1 in Tariff BOE 6000-Series, will not be handled when loaded in ISO Tank Containers or portable tanks.
4. Hazardous Materials of Asbestos, Class 6 or any subsidiary Class 6, Class 7 (radioactive material) and hazardous waste or liquids, as described in the current edition of DOT CFR 49, Parts 106-180 Hazardous Materials Regulations and the Hazardous Materials section of this MITA.
5. Sodium compounds (STCC 28-123-NN).

B. **Restricted Articles:** All Restricted Articles must use the correct Standard Transportation Commodity Code, as published in Railinc publication STCC 6001-series. An appropriate STCC, or STCC series, has been included for

most of the Restricted Articles, listed below. To be clear, under no circumstances are FAK rates acceptable for the movement of Restricted Articles over the lines of UPRR.

In the event a Shipper, or a third party IMC (on behalf of its customer) desires to ship any of the above listed as a Restricted Article over the lines of UPRR, the Shipper and/or its IMC must first contact its UPRR business representative to determine if UPRR is willing to accept the Restricted Articles for transportation over its lines. UPRR reserves the right, in its sole discretion, to refuse to accept at Origin or in interchange any Restricted Article for transport over its lines. However, if UPRR agrees to transport the Restricted Article a confidential rail transportation contract/quote containing an accurate description of the Restricted Article including the correct STCC No. as well as any unique liability terms, or conditions regarding blocking, bracing, concentrated weight restrictions, etc for rail transportation in a Container or Trailer over the lines of UPRR must be agreed upon prior to the Restricted Article shipment being tendered to UPRR.

The Shipper agrees to indemnify, defend and hold UPRR harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits, expenses/costs including, yet not limited to reasonable attorney fees, relating to death or personal injuries, property damage, environmental contamination, violation of local, state, federal statutes or regulation or freight loss/damages resulting from or arising out of the Shipper's transportation of any of the following Restricted Article(s).

[c] Any articles named herein, shipped in violation of this Restricted Articles Section of this Item 520 will be assessed a surcharge not to exceed Ten Thousand Dollars (\$10,000.00) per Container or Trailer. This surcharge will be in addition to the FAK (Freight All Kinds) rate and any other charges, fines or assessments applicable to the Restricted Article Shipment. UPRR reserves the right, in its sole discretion, to hold any private or rail carrier-owned, leased or controlled Container or Trailer containing Restricted Articles at an Intermodal Facility until all assessed charges, which may include but are not limited to the FAK rate, surcharge, fine, as well as any Accessorial Charges resulting from handling or holding at the Intermodal Facility, are paid in full.

- (a) The actual shipper and its agents agree to properly describe, package and block and brace the cargo to prevent longitudinal and lateral movement in accordance with industry accepted blocking and bracing practices as provided by the Association of American Railroads pamphlet 45 and as specified by the Code of Federal Regulations (CFR) 49 in addition to all local, state and federal regulations.
- (b) UPRR will not be held liable for any losses or damages, direct, indirect, special, consequential or punitive, which result from delay or an interruption of rail services, nor does the carrier guarantee rail services on any schedules, published, projected or implied. The provisions of this agreement are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- (c) The Shipper agrees to indemnify, defend and hold UPRR harmless from and against any, liability, losses, damages, claims, judgments, fines, penalties, lawsuits, expenses / costs including, yet not limited to reasonable attorney fees, relating to death or personal injuries, property damage, environmental contamination, violation of local, state, federal statutes or regulation or freight loss / damages resulting from or arising out of the shippers negligence in the preparation and transportation of Restricted Articles.
- (d) The Shipper acknowledges that UPRR makes no representations as to the suitability of the below mentioned Commodity for rail transportation, the Shipper further acknowledges that there are significant differences in the forces exerted on the cargo in rail transportation that may require additional packing and Blocking and Bracing measures for the Commodity to move safely in Intermodal service over the lines of UPRR.
- (e) Unless otherwise noted, cargo liability shall not exceed the maximum amount of \$500.00 per Container or Trailer. Furthermore, when using UPRR controlled Container or Trailer to ship Restricted Articles, the shipper agrees to return each Container or Trailer empty and cleaned, free of any oil, dirt, debris, or contaminants. Any Container or Trailer not returned empty and clean will be subject to a \$1000.00 cleaning surcharge. This cleaning surcharge will be applied in addition to any and all other charges that may be due to UPRR for the movement and handling of the Container or Trailer.
- (f) All other provisions of Union Pacific's Master Intermodal Transportation Agreement (MITA) remain in effect. The MITA also sets forth other terms and provisions under which this movement may be made including full liability coverage under 49 USC 11706 see Item 320 of this document.

It is not permissible for any Commodity identified in this Restricted Articles section to be shipped in any private or rail carrier-owned, leased or controlled Container or Trailer over the lines of UPRR using the Commodity description and/or rates of FAK (Freight All Kinds, STCC 46-111-10).

Unless otherwise noted in each individual Restricted Article description, Restricted Articles may be shipped in either Private Containers or Trailers, or railroad owned, controlled, or leased Containers or Trailers. For purposes of shipment under MITA, Private Containers or Trailers shall mean a Container or Trailer whose ownership is vested in a person or company that is not engaged in the service of common carriage.

1. Aircraft, aircraft parts, airplanes, airplane parts, airplane components; helicopters, helicopter parts or components, or any other instrumentality used for flying. Use STCC 37-213-10 (complete aircraft) or STCC 37-299-91 (aircraft parts).
2. Animals, game, fowl, or poultry, live, refrigerated, frozen, fresh meat and packing house products and dressed poultry as described in Items 67780 through 68010 of UFC 6000-series. (May be shipped in Private Containers or Trailers ONLY).
3. Animals, fish, or fowl, trophies, stuffed or mounted, or research cadavers. Use STCC39-998-13. (May be shipped in Private Containers or Trailers ONLY).
4. Bulk Commodities when loaded in railroad owned, controlled or leased equipment.
5. Bulk non hazardous liquid commodities in Flexitanks/Flexibags, shipped in privately owned or controlled Container or Trailer. Flexitanks/Flexibags must be approved for use on UPRR and can only be used in steel 20 foot Container. Environmental Packaging Technologies (EPT), Braid, Pac Tec Inc, Trans Ocean Bulk Logistics Inc (Formerly TOD), CACSA, Stolt and Mark & Williams(M&W) brand Flexitanks/Flexibags are approved for use on UPRR. The STCC will be based on the Commodity inside the Flexitank.
6. Calcium Carbide. All new shipments must be inspected by UPRR Hazmat group. [Shipment is considered new if the actual shipper, waybill shipper and/or loading method have not already been approved to ship over the lines of UPRR] All shipments must have proper packaging that meets all UN and DOT requirements, as outlined in CFR 49, Section 173.211. Packaging must be new or in "as-new" condition; free of holes, tears or excessive dents or rusting and be completely waterproof. All lading must be properly blocked and braced, per AAR hazmat requirements. Container or Trailer must be in good working order, to prevent or limit the amount of moisture within the Container or Trailer. Contact UPRR Shipment Quality (402-544-3791) to arrange an inspection. Shipper must give 72 hours notification for inspections. Shipments cannot be tendered or interchanged to UPRR before the Shipment Quality inspection has been performed. (Use STCC 28-126-29).
7. Ceramics (Use STCC 32-952-49), pottery (Use STCC32-699-70), glassware (Use STCC 32-291-50), crystal (Use STCC 32-291-50), and chinaware (Use STCC 32-621-10).
8. Cigarettes and tobacco products. Shipper is solely responsible for ensuring that any Cigarettes or tobacco products tendered for shipment in a Container or Trailer are protected with a waterproof barrier that is not less than five (5) millimeters thick. **NOTE:** Failure by Shipper to secure and completely enclose any Cigarette or tobacco products Shipment as required herein will relieve UPRR from any responsibility for loss or damage to Shipment caused by moisture. Use STCC 21-111-10 or obtain a high value STCC No. from UPRR Shipment Quality 402-544-3791.
9. [c] Extraordinary value, generally items where the size of the item bears little relationship to the value of the cargo or an item whose value cannot be accurately assessed by its designation, such as: bank bills, coin or currency, deeds, drafts, notes or valuable papers of any kind; carcasses; jewelry, other than costume or novelty; postage stamps; United States mail of any class; precious metals or articles manufactured there from; precious stones, revenue stamps; antiques; collectibles; or other related or unrelated old, rare or precious articles of extraordinary value, and all individual items worth more than \$10,000.00 each or where a Container or Trailer Shipment of the Commodity is worth more than \$250,000.00.

10. Fish, shellfish, crustaceans, fresh or frozen. Use STCC 09-121-90 (fish) or STCC 09-122-90 (shellfish). (May be shipped in Private Containers or Trailers ONLY).
11. Fruits or vegetables, of any kind. Use STCC 01-219-90 (citrus fruit), 01-229-90 (deciduous fruit) or 01-399-90 (vegetables).
12. Hides, furs, pelts or skins, green or green salted shipped in privately owned or controlled Container or Trailer with the cargo properly packaged, secured, blocked and restrained for rail transportation. All Shipments must be properly lined with a durable liner to prevent any leakage. The Waybill Shipper will be responsible for all associated clean up costs of the facilities and any equipment remediation that may occur from any hide, pelt or fur shipment documented to be leaking on UPRR property. (Use STCC 20-141-91 / 20-149-NN). (May be shipped in Private Containers or Trailers ONLY).
13. Ice, ice cream and/or frozen novelties. Use STCC 20-241-10. (May be shipped in Private Containers or Trailers ONLY).
14. Loaded temperature-controlled Trailer or Containers billed as FAK (Freight All Kinds), or any temperature controlled Shipments. (See Item 550 for provisions to apply). (May be shipped in Private Containers or Trailers ONLY).
15. Marine vessels of any kind including ships, boats, canoes, launches, yachts, or sailboats unless individually completely enclosed in a crate and which is then properly blocked and braced for rail transportation. Use STCC 37-329-90.
16. Medical equipment, medical supplies, or medical hardware including x-ray machines, CT scanning devices or MRI devices. Use STCC 38-411-30
17. Medicines, drugs, pharmaceuticals, prescription and non-prescription medication. Use STCC 28-311-90.
18. Metal products shipped in coils, rolls, reels, or spools, when the gross weight of the product and packaging exceeds 3,500 lbs, (1591 kg) per package. (See Item 540). The maximum liability limit described in MITA Item 310-series will be obtained with the submission of the MITA Item 540 Coil Contract. The Coil Contract outlined in Item 540 of this MITA is required before tendering any Metal Coil shipments to UPRR. MITA Item 540 contains a list of pertinent STCC's (Commodity Codes).
19. Military communications outfits, as described in Item 73785 of Uniform Freight Classification Code (UFC), (STCC: 38-612-40).
- 20.. Military tracking, radar, communications equipment, electronics, or surveillance equipment.
21. Any items moving in conjunction with a military field exercise.
22. Missiles, guided or rockets, guided; guidance systems or electronic guidance control apparatus for installation in missiles or in missile sections; missile or rocket frame assemblies containing electronic apparatus, or mobile missile guidance control systems, as described in Items 69093 through 69098 of Tariff UFC 6000-series.
23. Municipal garbage waste, solid, digested and ground, fertilizer material or sewage waste (STCC: 40-291-NN). (May be shipped in Private Containers or Trailers ONLY).
24. (a). All freight or passenger motor vehicles (including new, used, or Gliders) will be considered a Restricted Article when moving over the lines of UPRR. All freight and passenger motor vehicles must use STCC 37-119-55 on the billing. (A Glider is defined as a finished motor vehicle without the engine, and drive train, or any all-electric motor vehicle without its battery.)

(b). Additionally, motorized vehicles such as ATVs (STCC 37-119-NN), Motorcycles (STCC 37-511-NN), and Snowmobiles (STCC 37-119-NN), even those that are individually crated and properly blocked and braced for rail transportation will also be considered a Restricted Article when moving over the lines of UPRR.

In the event a Shipper, or a third party IMC (on behalf of its customer) desires to ship any of the above listed motor/motorized vehicles over the lines of UPRR, the Shipper and/or its IMC must first contact its UPRR business representative to determine if UPRR is willing to accept the Restricted Articles for transportation over its lines. If UPRR agrees to ship the Restricted Articles a confidential rail transportation contract/quote containing an accurate description of the Restricted Article including the correct STCC No. as well as any unique liability terms, or conditions regarding blocking, bracing, concentrated weight restrictions, etc for rail transportation in a Container or Trailer must be agreed upon before the Restricted Article shipment is tendered to UPRR.

25. Over Dimensional shipments (See Item 440). Liability coverage, as described in MITA Item 310, would pertain to this shipment unless the actual commodity is listed as a Restricted Article and therefore falls within the guidelines of this section. (May be shipped in or on Private Containers or Trailers ONLY).
26. Plants, living or fresh cut including Christmas trees, floral or nursery stock. Use STCC 08-611-10 (Christmas trees) or STCC 01-912-09 (nursery stock). (May be shipped in Private Containers or Trailers ONLY).
27. Blacks (carbon gas or oil blacks), lampblacks or vegetable blacks, dry NEC, not activated. No dyes or dyestuffs. Low grade only with enclosed air sealed packaging requirement. (Privates only)
28. Coal or coke, charcoal products only, require enclosed packaging. (Privates only)..
29. Raw wooden logs must be banded together to prevent the lading from pressing against the Container or Trailer side walls. Bull boards or other longitudinal securement is needed to prevent any lading from contacting the rear doors. Use STCC 24-111-65. (May be shipped in Private Containers or Trailers ONLY).
30. Trailers, modular housing, prefabricated housing, modular or prefabricated offices, carts, freight or passenger. Buildings, houses or offices; fabricated or portable. Units must ship empty. No other lading or equipment, that is not mechanically mounted in the unit, will be allowed to ship. Each Container or Trailer must meet AAR M930 specifications and trailers must meet AAR M931 specifications. Use STCC 42-211-30.
31. Used batteries (electric) spent, with or without chemicals, (STCC: 40-291-35 (Dry Cell batteries electric, spent, having value for reclamation of materials), 40-291-97 (Scrap batteries, old, spent, with chemicals having value for reclamation of materials), 36-911-NN (storage batteries or plates), 36-921-NN (primary batteries, wet or dry)). Each individual cell or battery MUST be separately packaged in a UN Code-approved non-metallic outer package that completely encloses each cell or battery to prevent any movement within the package as well as to avoid any short circuits during transport. (May be shipped in Private Containers or Trailers ONLY).
32. Used business equipment, office furnishings, or furniture. Use STCC 41-112-10.
33. Used household goods, furnishings, or furniture. Use STCC 41-116-15
34. Used machinery (STCC 41-114-45, 41-115-30), equipment (STCC 41-112-NN), auto parts (STCC 41-114-74); assembled or in components. All fluids **must be completely drained**. The lading must be properly packaged to prevent any residual fluids from leaking out of packaging and into and/or out of Container or Trailer. Additionally, all machinery or equipment with a battery is required to have the battery completely disconnected and the battery terminals insulated to prevent accidental operation, arcing, or any short circuit while in-transit.
35. Used tires. Use STCC 40-261-25
36. Domestic shipments of Consumer Electronics. Union Pacific's liability for the contents of any Domestic Intermodal shipments of Consumer Electronics will be limited to \$100,000.00. However, the maximum liability limit described in MITA Item 310-series can be obtained by contacting UPRR Shipment Quality at 402-544-3791 to obtain a high value STCC and providing an executed seal agreement and complying with all the terms and conditions therein. (See MITA Item 345-series).

37. Any LTL (Less than Truckload) Shipment lot.
38. United States Mail of any kind.
39. Packages and/or parcels of any kind moving over the lines of UPRR that are consigned to UPRR by any private expedited courier service, e.g. UPS or FedEx, etc.
40. Shipments of commodities, defined in Bureau of Explosives Tariff BOE-6000-series as Division 1.1 and 1.2 Explosives (HazMat Codes 4901).
41. Shipments of new auto parts, or components, (STCC 37-14N-NN, 41-114-65 or 41-114-71), moving as a full Container or Trailer configuration, in either Private Equipment or railroad owned, controlled or leased Container or Trailer of any length. Shipments of new auto parts moving over the lines of UPRR that comply with the provisions of this Item 520 will be subject to the Cargo Loss and Damage Provisions as published in Item 310 of this MITA.
42. **[i]** Any Container or Trailer shipment of food for animal or human consumption that is, **(i)** not shipped in completely enclosed packaging, **(ii)** sealed with a minimum 3/16" cable or bolt seal, and **(iii)** when submitting billing to UPRR is not correctly identified in the N9 segment, (N9 01 = 2K, N9 02 = FDA, N9 03 = FSMA), will be considered a Restricted Article when moving over the lines of UPRR. In the event of loss or damage those Shipments that meet the requirements outlined in (i), (ii) and (iii) will be eligible for the cargo loss and damage provisions outlined in Item 310 of this MITA. Shipments that fail to meet any of the requirements of this paragraph will be restricted to the loss and damage limitations of section B(e) of this item 520.

UPRR reserves the right to refuse Commodities in addition to those listed in this Item 520 at its sole discretion.

If there are any questions regarding the correct STCC to apply, or for further assistance with a STCC, contact your UPRR Business Representative or UPRR Shipment Quality (402-544-3592 or 402-544-4622).

APPLICATION AND PROHIBITED ARTICLES CHARGES

COLUMN	PROHIBITED ARTICLES APPLICATION RULES		
1.	PROHIBITED ARTICLES charges are in U.S. dollars Per Intermodal Unit and apply under these conditions:		
		Col 1 Amount	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP		
From:	ALL LOCATIONS GROUP		
To:		50000.00	UP

APPLICATION AND RESTRICTED ARTICLES CHARGES

COLUMN	RESTRICTED ARTICLES APPLICATION RULES		
1.	RESTRICTED ARTICLES charges are in U.S. dollars Per Intermodal Unit and apply under these conditions:		
		Col 1 Amount	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP		
From:	ALL LOCATIONS GROUP		
To:	ALL LOCATIONS GROUP	10000.00	UP

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